

**PARTICIPATING ADDENDUM BETWEEN**  
**UWORK, INC. DBA COVENDIS AND**  
**FULTON COUNTY, GEORGIA**

**A]** The State of Connecticut, acting by its Department of Administrative Services, in collaboration with NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers, LLC, competitively solicited RFP 22PSX0086: IT Managed Service Providers, then awarded to uWork, Inc. dba Covendis (“Contractor”), which resulting contract 22PSX0086AD and its amendments (collectively the “Master Agreement”), is incorporated herein by reference and included in **Exhibit A**;

**B]** The Master Agreement allows any state, political subdivision, or other legal entity, to use the Master Agreement AND place orders thereunder by executing participating addendums.

**C]** Fulton County, Georgia, a political subdivision of the State of Georgia, **chartered by an Act of the Georgia General Assembly, managed and controlled by the Fulton County, Georgia (“County”). COUNTY is a political subdivision and desires to participate in the Master Agreement on and subject to the modifications, special stipulations, terms, and conditions set forth herein below.**

***Accordingly, for good and valuable consideration***, the receipt of sufficiency of which is acknowledged, this Participating Addendum Agreement (the “Participating Addendum” or “Agreement”) is made by and between Contractor and COUNTY for the purpose of allowing COUNTY to participate in and place orders under the Master Agreement, subject to the modifications and special stipulations, terms and conditions set forth herein below.

- 1) **MASTER AGREEMENT.** COUNTY hereby elects to participate in the Master Agreement and Contractor agrees to provide the products and services to COUNTY in accordance with the terms and conditions of the Master Agreement, except as amended, modified and/or supplemented hereinbelow. The Master Agreement, and this Participating Addendum shall be collectively referred to as the “Agreement.” In the event of an inconsistency among the Master Agreement and this Participating Addendum, the Participating Addendum has precedence, then the Master Agreement.
- 2) **GOVERNING LAW.** The Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division. Contractor consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Fulton County and to the personal jurisdiction of such courts. Contractor waives all statutory service of process requirements and expressly consents to service of process by mail delivery to Contractor at the address provided by Contractor on the signature page below. Contractor waives any and all objections Contractor may now or hereafter have based on venue or forum *non conveniens*.
- 3) **INITIAL TERM.** The initial term/base period for this Agreement shall commence August 12, 2025 and end on December 31, 2025.
- 4) **OPTIONAL RENEWAL TERMS.** In addition to the base period of one (1) year, COUNTY may, in its sole discretion, renew the Agreement for four (4) additional one-year periods (each a “Renewal Term”) not to exceed however, the expiration date of the Master Agreement, and contingent upon the renewal of the Master Agreement for successive years.

5) **MSP SERVICE FEE AND VMS SERVICE FEE.** COUNTY will not pay the MSP Service Fee, nor the VMS Service Fee under this Participating Addendum. These fees will be covered by the Contractor or the Contractor's Staffing Resource Providers, and not by COUNTY. The Fee Structure for the Agreement is incorporated herein by reference and included in **Exhibit B**.

6) **SECTION 20-2-506 COMPLIANCE.** Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of COUNTY at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement or the Contract, or renewed as provided herein. During the Term, this Agreement will be automatically renewed for the following calendar year unless this Agreement is terminated with thirty (30) days' notice prior to the end of the calendar year, or in accordance with the Contract.

7) **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.** Contractor agrees to and shall comply with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is required. Pursuant to O.C.G.A. § 13-10-91 no vendor, contractor or subcontractor may enter into a contract with a public employer for the physical performance of services unless the vendor, contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. If Contractor is providing services to COUNTY, Contractor is required to affirm compliance by completing the appropriate Georgia Security and Immigration Compliance documents attached as **Schedule 1**.

8) **OPEN RECORDS ACT.** Contractor acknowledges and agrees that COUNTY is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Notwithstanding any provision to the contrary contained in this Agreement, Contractor acknowledges and agrees that COUNTY shall comply with requests for information pursuant to applicable state and federal laws and regulations, including without limitation the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* without notice to Contractor prior to compliance.

9) **CONFIDENTIALITY, PRIVACY, AND SECURITY.** Contractor's employees, agents and affiliates (collectively "Contractor") may have access to or become aware of COUNTY's confidential information including without limitation COUNTY's strategic plans, employee data, student data and other such Information of COUNTY (collectively referred to as the "Confidential Information"). Contractor shall presume that all information received pursuant to the Agreement or in the course of fulfilling Contractor's responsibilities to COUNTY under the Agreement is Confidential Information unless otherwise expressly designated by COUNTY. Contractor must maintain industry standard technical safeguards in order to preserve and protect the confidentiality of COUNTY's data and to protect and prevent unauthorized disclosure and use of student and personnel information. All Confidential Information as well as other documents, data, and information provided to the Contractor by COUNTY is and will remain the property of COUNTY to the extent that it was the property of COUNTY at the time it was provided to the Contractor. All Confidential Information and COUNTY data shall be returned to COUNTY by the Contractor within thirty (30) days following termination of the Agreement without cost to COUNTY, with no copies retained by Contractor. If requested by COUNTY, an officer of the Contractor will certify in writing that, to the best of his/her knowledge, Information and belief, all Confidential Information and all copies thereof have been delivered to COUNTY and removed from Contractor's systems with no copies retained by Contractor.

10) **ASSIGNMENT.** Neither Party may assign this Agreement or the Party's rights and obligations under the Agreement for any reason without the prior written consent of the other Party, which consent may be withheld for any reason.

11) **PROHIBITED AGREEMENTS.** Any provision contained in the Agreement or any Contractor document that (a) violates the prohibition against a pledge of credit by COUNTY, or (b) requires COUNTY to expend funds for purposes other than educational purposes, or (c) constitutes a waiver of COUNTY's sovereign immunity, or (d) required COUNTY to pay interest, collection fees, penalties or liquidated damages; or (e) constitutes an illegal gratuity or (f) requires COUNTY's indemnification of Contractor is null and void.

12) **USE OF COUNTY' NAME, LOGO OR TRADEMARK.** Contractor may not use COUNTY' name, logo or trademark in any manner without first obtaining COUNTY's written consent separate and apart from this Agreement. Any request by Contractor shall include a detailed description of how COUNTY' name, logo and/or trademark will be used along with proposed depictions of such use. Any consent provided by COUNTY may be subsequently terminated by COUNTY with notice to Contractor, in which event the Contractor shall cease using COUNTY' name, logo or trademark effective on the date of termination.

13) **GENERAL INSURANCE REQUIREMENTS.** The following insurance requirements apply to all work under this Agreement by the Contractor and its subcontractors of any tier:

- a. The Contractor shall provide a current certificate of insurance as required within five (5) days after notification issued by the COUNTY Purchasing and Warehouse Operations Services Department.
- b. All insurance required by this Agreement shall be maintained during the entire length of this Agreement, including any extensions thereto, and until all work has been completed to the satisfaction of the COUNTY. All insurance must be on an occurrence basis unless otherwise specified.
- c. Policies written on a "claims made" basis (typically, cyber, professional liability, and pollution liability) shall include the following provisions:
  - i. The retroactive date must be shown on the certificate of insurance.
  - ii. Insurance must be maintained for at least two (2) years after completion of the work and/or Agreement.
- d. If coverage is canceled or non-renewed after the work has been completed and/or the Agreement has ended, the Contractor must purchase the extended reporting period for at least two (2) years.
- e. The Contractor or any of its subcontractors shall not commence work under the Agreement until all insurance requirements have been complied with and until evidence of all insurance requirements in each contract with each subcontractor of any tier is provided, and the Contractor shall require the same to comply with all such requirements
- f. COUNTY does not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance provided by the Contractor shall not limit the Contractor's obligation to indemnify and defend COUNTY for claims or suits which result from or connected with the performance of this contract.
- g. COUNTY shall be covered as an Additional Insured, where applicable, under all insurance required by this Agreement. Confirmation of this shall appear on all certificates of insurance and on all applicable policies. The title of the awarded Agreement shall also appear on all applicable policies.
- h. COUNTY shall be given no less than thirty (30) days' notice of cancellation, material change, or nonrenewal of insurance policies required under this Agreement.

- i. Each and every insurance agent shall warrant when signing the certificate of insurance that she/he is acting as an authorized representative on behalf of the company or companies affording insurance coverage under the Agreement and that she/he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.
- j. All companies providing insurance required by this Agreement shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance. For all contracts, regardless of risk, companies providing insurance under this Agreement must have a current:
  - i. Best's Rating not less than A-
  - ii. Best's Financial Size Category not less than Class VII
- k. In the event the Contractor neglects, refuses, or fails to provide insurance required by the Agreement, or if such insurance is canceled for any reason, COUNTY shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or COUNTY shall have the right to cancel the Agreement.
- l. All policies shall provide a Waiver of Subrogation in favor of COUNTY.

#### 14) REQUIRED INSURANCE COVERAGE.

- a. Workers' Compensation and Employer's Liability Insurance. The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each employee who is or may be engaged in work under this Agreement.
  - i. Workers Compensation: Statutory limit
  - ii. Employers Liability:
    - 1. \$500,000 Bodily Injury by Accident – Each Accident
    - 2. \$500,000 Bodily Injury by Disease – Each Disease
    - 3. \$500,000 Bodily Injury by Disease – Each Employee
- b. Comprehensive General Liability Insurance.
  - i. \$2,000,000 General Aggregate
  - ii. \$2,000,000 Products & Completed Operations Aggregate
  - iii. \$1,000,000 Each Occurrence
  - iv. \$1,000,000 Personal & Advertising Injury
  - v. \$ 500,000 Damages to Premises / Fire Legal
  - vi. \$ 5,000 Medical Payments
- c. Automobile Liability Insurance. The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit except for products or services that are remote. The following extensions of coverage shall be provided and indicated on the certificate of insurance.
  - i. Owned, hired, leased and non-owned vehicles must be covered.
  - ii. If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this Agreement.
- d. Umbrella Liability Insurance. The Contractor shall procure and maintain Umbrella Liability Insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

- e. Cyber Liability Insurance. This is required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and/or technology-related contracts. Insurance shall be maintained at least two (2) years after the completion of the work and/or Agreement.
  - i. \$1,000,000 Each Claim/Wrongful Act
  - ii. \$2,000,000 Annual Aggregate
  - iii. \$1,000,000 Business Interruption
  - iv. \$1,000,000 Data Recovery
  - v. \$500,000 Cyber Extortion Expenses
  - vi. \$50,000 Cyber Extortion/Ransom Payments
  - vii. Coverage shall include at a minimum:
    - 1. Information Security and Privacy Liability
    - 2. Regulatory Fines and Penalties
    - 3. Payment Card Industry (PCI)—if credit cards and/or banking information is obtained or accessed.
    - 4. Ransomware

15) **NOTICE.** All notices shall be in writing and shall be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (a) on the date delivered if delivered personally, (b) on the first business day following the date of dispatch if delivered by overnight delivery service, or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail. Notice to COUNTY must be sent to each address set forth below.

- a. Chief Information Officer, Information Technology  
141 Pryor St S.W, Suite  
Atlanta, Georgia 30303  
Attn: Kevin Kerrigan  
Email: [kevin.kerrigan@fultoncountyga.gov](mailto:kevin.kerrigan@fultoncountyga.gov)
- b. Chief Purchasing Agent, Department of Purchasing & Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Attn: Felicia Strong-Whitaker  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)

IN WITNESS WHEREOF, the Parties through their duly authorized representatives signing below, executed and agree to be legally bound by the terms, conditions, and provisions of these Special Stipulations and the overall Agreement.

**“CONTRACTOR”**  
**UWORK, INC. DBA COVENDIS**

By \_\_\_\_\_

Name:

Title:

Date:

**“COUNTY”**  
**FULTON COUNTY, GEORGIA**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the County Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Kevin Kerrigan, Chief Information Officer  
Fulton County Information Technology

<b>ITEM#:</b> _____ <b>RM:</b> _____ <b>REGULAR MEETING</b>	<b>ITEM#:</b> _____ <b>2<sup>ND</sup> RM:</b> _____ <b>SECOND REGULAR MEETING</b>
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## **Schedule 1**

### **E-VERIFY COMPLIANCE AND E-VERIFY AFFIDAVIT INSTRUCTIONS**

In order to conduct business with Fulton County, Georgia (“County”), the Contractor must complete the Contractor Affidavit of Compliance form and the Subcontractor Affidavit of Compliance form, if applicable. If the Contractor is exempt from E-Verify compliance under O.C.G.A. 13-10-90, *et seq.*, the Contractor must complete the Contractor Affidavit of Exception form. Below are the instructions on how to complete the forms.

**Contractor Affidavit of Compliance** - In order to comply with State law, regulations, and COUNTY policies and procedures, COUNTY requires a completed, signed, and notarized Contractor Affidavit of Compliance confirming E-Verify compliance from any vendor providing labor or services in an amount that exceeds \$2,499. The E-Verify program is a federal program operated by the US Customs & Immigration Services branch of the Department of Homeland Security.

- a) First, register your company at: <https://www.e-verify.gov/e-verify-enrollment> if you have not already done so.
  - For questions regarding E-Verify - visit: <https://www.e-verify.gov/contact-us> or email E-verify@dhs.gov or call 888-464-4218.
- b) Log in to your registration account at: <https://e-verify.uscis.gov/web/Login.aspx> and view your Memorandum of Understanding (MOU).
  - Your company ID Number is listed at the top of every page.
  - This is NOT your E-Verify user ID, COUNTY Vendor ID, or Tax ID.
- c) Complete, sign, and notarize the attached Contractor Affidavit of Compliance and submit to COUNTY.
  - Please make sure the Notary seal is legible.
  - “Name of Contractor or subcontractor” is same as Vendor’s Name.
  - “Name of Project” – This can be left blank.
  - “Date of Authorization” is the date you registered for E-Verify.
  - “Federal Work Authorization User Identification Number” is a six or seven digit number.

**Subcontractor Affidavit of Compliance** – If the Contractor is using a subcontractor to perform the services under this contract, the Subcontractor must register and participate in E-Verify and sign, notarize, and submit the Subcontractor Affidavit of Compliance, as well.

**Contractor Affidavit of Exception** – If the Contractor meets the following exceptions for E-Verify compliance under O.C.G.A. 13-10-90, *et seq.*, the Contractor must fill out, sign, notarize, and submit the Affidavit of Exception form. Exceptions include:

- a) The Contractor is a sole proprietor with no employees, subcontractors, or sub-subcontractors, and it will not use or hire employees, subcontractors, or sub-subcontractors for any work performed for COUNTY under the contract. This requires submission of a Georgia driver’s license or a license from an approved state.
- b) The Contractor will provide goods only to Fulton County, Georgia and will not render any services to Fulton County, Georgia. *If your company provides goods along with ancillary services, such as maintenance, repairs, help desk support, customer support, technological support, or any other ancillary services, your company cannot file an Affidavit of Exception and must register with E-Verify.*
- c) The Contractor is a foreign company, and the work performed under the contract will be done in a foreign country by residents of that country.
- d) The Contractor is an individual who is licensed pursuant to Official Code of Georgia Title 26 or Title 43, or by the State Bar of Georgia; whose license is in good standing, and the Contractor is the individual who will be performing the services under the contract.

**E-VERIFY AFFIDAVIT**  
**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to each, every, and any contract to which Contractor is a party with Fulton County, Georgia that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify Fulton County, Georgia in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contractor's contract with Fulton County, Georgia;
- e) The Contractor will subcontract for the performance of services in satisfaction of such contract only with subcontractors who complete, sign, notarize, and provide the Subcontractor Affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c) prior to beginning the performance of services;
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into each, every, and any contract(s) with Fulton County, Georgia subject to the provisions of O.C.G.A. § 13-10-91 to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to Fulton County, Georgia within five business days of receipt.

Federal Work Authorization User Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

Name of Contractor: \_\_\_\_\_

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Affix Notarial Seal Here

**E-VERIFY AFFIDAVIT**  
**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor (hereinafter the "Subcontractor"), which is engaged in the physical performance of services under a contract with (name of Contractor) on behalf of **Fulton County, Georgia**, verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the Subcontractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the Subcontractor will continue to use the federal work authorization program throughout the contract period, and the Subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the Subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project/Contract

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_ 20\_\_\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

Affix Notarial Seal Here

## AFFIDAVIT OF EXCEPTION

I attest that I am exempt from providing a Contractor Affidavit of E-Verify Compliance to Fulton County, Georgia pursuant to O.C.G.A. § 13-10-91, as amended, for one of the following reasons:

I am a sole proprietor with no employees, subcontractors, or sub-subcontractors, and I will not use or hire employees, subcontractors, or sub-subcontractors for any work performed for Fulton County, Georgia under the contract.

*In order to be exempt from compliance under the above exception, in addition to this affidavit you must provide a copy of your State of Georgia driver's license. If you do not have a Georgia license, please see: [http://www.georgia.gov/vgn/images/portal/cit\\_1210/50/35/173461453Lists\\_of\\_states\\_that\\_verify\\_immigration\\_status\\_7\\_26\\_11.pdf](http://www.georgia.gov/vgn/images/portal/cit_1210/50/35/173461453Lists_of_states_that_verify_immigration_status_7_26_11.pdf) for a list of driver's licenses from alternative states that can be submitted in lieu of a Georgia driver's license.*

My company/firm will provide **goods only** to Fulton County, Georgia and will not render any services to Fulton County, Georgia. *If your company provides goods along with ancillary services, such as maintenance, repairs, help desk support, customer support, technological support, or any other ancillary services, your company cannot file an Affidavit of Exception and must register with E-Verify.*

My company is a foreign company, and the work performed under the contract will be done in a foreign country by residents of that country.

I am an individual who is licensed pursuant to Official Code of Georgia Title 26 or Title 43, or by the State Bar of Georgia; my license is in good standing, and I am the individual who will be performing the services under the contract.

Vendor Name: \_\_\_\_\_

Name of Project: \_\_\_\_\_

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, 20\_\_\_\_

in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of authorized Officer or Agent

**Subscribed and Sworn Before Me**

On This the \_\_\_\_\_ Day Of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Affix Notarial Seal Here

**Exhibit A**  
**Master Agreement**

DRAFT

## Exhibit B

### Fee Schedule

Master Agreement #: 22PSX0086AD  
EXHIBIT B  
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

1. Fees, Rebates and Discounts																																																										
Maximum Key Performer Premium 15.00%																																																										
TIERED-SCALE MAXIMUM SERVICE FEE AND REBATE PERCENTAGE TABLE																																																										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="text-align: left; padding: 2px;">Description</th> <th rowspan="2" style="text-align: left; padding: 2px;">Unknown Annual Participating Entity Spend</th> <th colspan="8" style="text-align: center; padding: 2px;">Annual Participating Entity Spend</th> </tr> <tr> <th style="text-align: center; padding: 2px;">Tier 1</th> <th style="text-align: center; padding: 2px;">Tier 2</th> <th style="text-align: center; padding: 2px;">Tier 3</th> <th style="text-align: center; padding: 2px;">Tier 4</th> <th style="text-align: center; padding: 2px;">Tier 5</th> <th style="text-align: center; padding: 2px;">Tier 6</th> <th style="text-align: center; padding: 2px;">Tier 7</th> <th style="text-align: center; padding: 2px;">Tier 8</th> <th style="text-align: center; padding: 2px;">Tier 9</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">MSP Service Fee</td> <td style="padding: 2px;">1.25%</td> <td style="text-align: center; padding: 2px;">1.00%</td> <td style="text-align: center; padding: 2px;">1.00%</td> <td style="text-align: center; padding: 2px;">1.00%</td> </tr> <tr> <td style="padding: 2px;">VMS Service Fee</td> <td style="padding: 2px;">0.50%</td> <td style="text-align: center; padding: 2px;">0.50%</td> <td style="text-align: center; padding: 2px;">0.50%</td> <td style="text-align: center; padding: 2px;">0.35%</td> <td style="text-align: center; padding: 2px;">0.35%</td> <td style="text-align: center; padding: 2px;">0.35%</td> <td style="text-align: center; padding: 2px;">0.25%</td> <td style="text-align: center; padding: 2px;">0.25%</td> <td style="text-align: center; padding: 2px;">0.25%</td> </tr> <tr> <td style="padding: 2px;">Annual Volume-Based Rebate Percentage</td> <td style="padding: 2px;">N/A</td> <td style="text-align: center; padding: 2px;">N/A</td> </tr> </tbody> </table>										Description	Unknown Annual Participating Entity Spend	Annual Participating Entity Spend								Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7	Tier 8	Tier 9	MSP Service Fee	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.00%	1.00%	1.00%	VMS Service Fee	0.50%	0.50%	0.50%	0.35%	0.35%	0.35%	0.25%	0.25%	0.25%	Annual Volume-Based Rebate Percentage	N/A								
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Annual Volume-Based Rebate Percentage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A																																																	
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