



**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<b>COUNTY</b> Board of County Commissioners Boulder County, CO	<b>STATE OF COLORADO</b> Jared S. Polis, Governor Colorado Department of Labor and Employment Joe M. Barela, Executive Director
_____ By: Marta Loachamin, Boulder County Commissioner  Date: _____	_____ By: Kristin Corash, Director DVR  Date: _____

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Kelly Smith-Biesemeyer, State Controller Delegate

Effective Date: \_\_\_\_\_

## TABLE OF CONTENTS

	COVER PAGE .....	1
	SIGNATURE PAGE .....	2
1.	PARTIES .....	3
2.	TERM AND EFFECTIVE DATE .....	3
3.	DEFINITIONS .....	4
4.	STATEMENT OF WORK .....	7
5.	PAYMENTS TO COUNTY .....	7
6.	REPORTING - NOTIFICATION .....	8
7.	COUNTY RECORDS .....	9
8.	CONFIDENTIAL INFORMATION-STATE RECORDS.....	10
9.	CONFLICTS OF INTEREST.....	11
10.	INSURANCE .....	12
11.	BREACH OF CONTRACT .....	14
12.	REMEDIES .....	14
13.	DISPUTE RESOLUTION.....	16
14.	NOTICES AND REPRESENTATIVES .....	16
15.	RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	17
16.	STATEWIDE CONTRACT MANAGEMENT SYSTEM .....	18
17.	GENERAL PROVISIONS .....	18
18.	COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).....	21

### 1. PARTIES

This Contract is entered into by and between County named on the Cover Page for this Contract (the “County”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). County and the State agree to the terms and conditions in this Contract.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay County for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

#### B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

#### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less

at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to County in a form substantially equivalent to the Sample Option Letter attached to this Contract. Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.

**D. End of Term Extension**

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to County as provided in **§14**, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

**E. Early Termination in the Public Interest**

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by County, which shall be governed by **§12.A.i**.

**i. Method and Content**

The State shall notify County of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

**ii. Obligations and Rights**

Upon receipt of a termination notice for termination in the public interest, County shall be subject to the rights and obligations set forth in **§12.A.i.a**.

**iii. Payments**

If the State terminates this Contract in the public interest, the State shall pay County an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse County for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by County which are directly attributable to the uncompleted portion of County’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to County hereunder.

**3. DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. “**Breach of Contract**” means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. If County is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- D. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- E. “**Contract**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- F. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- H. “**End of Term Extension**” means the time period defined in §2.D.
- I. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature Page for this Contract.
- J. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- K. “**Extension Term**” means the time period defined in §2.C.
- L. “**Goods**” means any movable material acquired, produced, or delivered by County as set forth in this Contract and shall include any movable material acquired, produced, or delivered by County in connection with the Services.
- M. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401 *et. seq.* C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv)

changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.”

- N. “**Initial Term**” means the time period defined in §2.B.
- O. “**Party**” means the State or County, and “**Parties**” means both the State and County.
- P. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- Q. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- R. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- S. “**Services**” means the services to be performed by County as set forth in this Contract, and shall include any services to be rendered by County in connection with the Goods.
- T. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to County which (i) is subject to disclosure pursuant to CORA; (ii) is already known to County without restrictions at the time of its disclosure to County; (iii) is or subsequently becomes publicly available without breach of any obligation owed by County to the State; (iv) is disclosed to County, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U. “**State Fiscal Rules**” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V. “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

- X. **“SubCounty”** means third-parties, if any, engaged by County to aid in performance of the Work.
- Y. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Z. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- AA. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. **STATEMENT OF WORK**

County shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate County for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

#### 5. **PAYMENTS TO COUNTY**

##### A. Maximum Amount

Payments to County are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay County any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

##### B. Payment Procedures

###### i. Invoices and Payment

- a. The State shall pay County in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. County shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by County and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then County shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. County shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If County disputes any calculation, determination or amount of any payment, County shall notify the State in writing of its dispute within 30 days following the earlier to occur of County's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by County and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to County beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay County shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in **§2.E**.

## 6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any contract having a term longer than three months, County shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.



B. Litigation Reporting

If County is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect County's ability to perform its obligations under this Contract, County shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page for this Contract.

C. Performance Outside the State of Colorado or the United States, §24-102-206, C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., County shall provide written notice to the State, in accordance with §14 and in a form designated by the State, within 20 days following the earlier to occur of County's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a SubCounty to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by County to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

## 7. COUNTY RECORDS

A. Maintenance

County shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "County Records"). County Records shall include all documents, records, communications, notes and other materials maintained by County that relate to any Work performed by SubCountys, and County shall maintain all records related to the Work performed by SubCountys required to ensure proper performance of that Work. County shall maintain County Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or County has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

County shall permit the State to audit, inspect, examine, excerpt, copy and transcribe County Records during the Record Retention Period. County shall make County Records available during normal business hours at County's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor County's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor County's performance in a manner that does not unduly interfere with County's performance of the Work.

D. Final Audit Report

County shall promptly submit to the State a copy of any final audit report of an audit performed on County's records that relates to or affects this Contract or the Work, whether the audit is conducted by County or a third party.

## **8. CONFIDENTIAL INFORMATION-STATE RECORDS**

### **A. Confidentiality**

County shall keep confidential, and cause all SubCountys to keep confidential, all State Records, unless those State Records are publicly available. County shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. County shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If County or any of its SubCountys will or may receive the following types of data, County or its SubCountys shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. County shall immediately forward any request or demand for State Records to the State's principal representative.

### **B. Other Entity Access and Nondisclosure Agreements**

County may provide State Records to its agents, employees, assigns and SubCountys as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and SubCountys who require access to perform their obligations under this Contract. County shall ensure all such agents, employees, assigns, and SubCountys sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or SubCounty has access to any State Confidential Information. County shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

### **C. Use, Security, and Retention**

County shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. County shall provide the State with access, subject to County's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, County shall return State Records provided to County or destroy such State Records and certify to the State that it has done so, as directed by the State. If County is prevented by law or regulation from returning or destroying State Confidential Information, County warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If County becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless County can establish that none of County or any of its agents, employees, assigns or SubCountys are the cause or source of the Incident, County shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, County shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at County's sole expense, require County to engage the services of an independent, qualified, State-approved third party to conduct a security audit. County shall provide the State with the results of such audit and evidence of County's planned remediation in response to any negative findings.

E. Data Protection and Handling

County shall ensure that all State Records and Work Product in the possession of County or any SubCountys are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If County or any of its SubCountys will or may receive PII under this Contract, County shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. County shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., County, including, but not limited to, County's employees, agents and SubCountys, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If County is given direct access to any State databases containing PII, County shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit \_\_\_ on an annual basis County's duty and obligation to certify as set forth in Exhibit \_\_\_ shall continue as long as County has direct access to any State databases containing PII. If County uses any SubCountys to perform services requiring direct access to State databases containing PII, the County shall require such SubCountys to execute and deliver the certification to the State on an annual basis, so long as the SubCounty has access to State databases containing PII.

**9. CONFLICTS OF INTEREST**

A. Actual Conflicts of Interest

County shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of County under this Contract. Such a conflict of interest would arise when a County or SubCounty's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

County acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, County shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of County's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if County is uncertain whether a conflict or the appearance of a conflict has arisen, County shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

D. County acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. County further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

## 10. INSURANCE

County shall obtain and maintain, and ensure that each SubCounty shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. County Insurance

The County is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. SubCounty Requirements

County shall ensure that each SubCounty that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the SubCounty's obligations under the GIA. County shall ensure that each SubCounty that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all County or SubCounty employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent Countys, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and

- d. \$50,000 any one fire.
  - iii. Automobile Liability  
Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.
  - iv. Protected Information  
Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
    - a. \$1,000,000 each occurrence; and
    - b. \$2,000,000 general aggregate.
  - v. Professional Liability Insurance  
Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:
    - a. \$1,000,000 each occurrence; and
    - b. \$1,000,000 general aggregate.
  - vi. Crime Insurance  
Crime insurance including employee dishonesty coverage with minimum limits as follows:
    - a. \$1,000,000 each occurrence; and
    - b. \$1,000,000 general aggregate.
- C. Additional Insured  
The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of County and SubCountys.
- D. Primacy of Coverage  
Coverage required of County and each SubCounty shall be primary over any insurance or self-insurance program carried by County or the State.
- E. Cancellation  
All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to County and County shall forward such notice to the State in accordance with §14 within seven days of County's receipt of such notice.
- F. Subrogation Waiver  
All commercial insurance policies secured or maintained by County or its SubCountys in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against County or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- G. Certificates

For each commercial insurance plan provided by County under this Contract, County shall provide to the State certificates evidencing County's insurance coverage required in this Contract within seven Business Days following the Effective Date. County shall provide to the State certificates evidencing SubCounty insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if County's subcontract is not in effect as of the Effective Date, County shall provide to the State certificates showing SubCounty insurance coverage required under this Contract within seven Business Days following County's execution of the subcontract. No later than 15 days before the expiration date of County's or any SubCounty's coverage, County shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, County shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§10**.

## **11. BREACH OF CONTRACT**

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if County is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

## **12. REMEDIES**

### **A. State's Remedies**

If County is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### **i. Termination for Breach**

In the event of County's uncured breach, the State may terminate this entire Contract or any part of this Contract. County shall continue performance of this Contract to the extent not terminated, if any.

#### **a. Obligations and Rights**

To the extent specified in any termination notice, County shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, County shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, County shall assign to the State all of County's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, County shall take timely, reasonable and necessary action to protect and preserve property in the possession of County but

in which the State has an interest. At the State's request, County shall return materials owned by the State in County's possession at the time of any termination. County shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay County for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that County was not in breach or that County's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, County shall remain liable to the State for any damages sustained by the State in connection with any breach by County, and the State may withhold payment to County for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from County is determined. The State may withhold any amount that may be due County as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend County's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling County to an adjustment in price or cost or an adjustment in the performance schedule. County shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by County after the suspension of performance.

b. Withhold Payment

Withhold payment to County until County corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to County's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of County's employees, agents, or SubCountys from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation

to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, County shall, as approved by the State (i) secure that right to use such Work for the State and County; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. County's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, County, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. DISPUTE RESOLUTION**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by County for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, County shall submit any alleged breach of this Contract by the State to the Procurement Official of the State Agency named on the Cover Page of this Contract as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if County wishes to challenge any decision rendered by the Procurement Official, County's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before County pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

**14. NOTICES AND REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information, or may designate specific other



individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Contract.

## **15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

### **A. Work Product**

County assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not County is under contract with the State at the time, County shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

#### **i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, County hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that County cannot make any of the assignments required by this section, County hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

#### **ii. Patents**

In addition, County grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by County that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

### **B. Exclusive Property of the State**

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, “State Materials”). County shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of County’s obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, County shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of County

County retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to County including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by County under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “County Property”). County Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: **(i)** entered into as exhibits to this Contract; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement.

**16. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

If the maximum amount payable to County under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §16 shall apply. County agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State’s contract management system (“Contract Management System” or “CMS”). County’s performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

**17. GENERAL PROVISIONS**

A. Assignment

County’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of County’s rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

County shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. County shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by County in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to

sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

L. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S.

(Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on County. County shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that County may wish to have in place in connection with this Contract.

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A, this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard and Manner of Performance

County shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in County's industry, trade, or profession.

R. Licenses, Permits, and Other Authorizations.

County shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and SubCountys secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

S. Indemnification

i. General Indemnification

County shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by County, or its employees, agents, SubCountys, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by County in violation of §8 may be cause for legal action by third parties against County, the State, or their respective

agents. County shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by County, or its employees, agents, assigns, or SubCountys in violation of §8.

iii. Intellectual Property Indemnification

County shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

County shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to County's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

T. Accessibility

- i. County shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. County shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require County's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to County's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

**18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S.; then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT COUNTY.**

County shall perform its duties hereunder as an independent County and not as an employee. Neither County nor any agent or employee of County shall be deemed to be an agent or employee of the State. County shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. County and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for County or any of its agents or employees. County shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. County shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

**E. COMPLIANCE WITH LAW.**

County shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold County harmless; requires the State to agree to binding arbitration; limits County's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. County hereby certifies and warrants that, during the term of this Contract and any extensions, County has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that County is in violation of this provision, the State may exercise any remedy available at

law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. County has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of County's services and County shall not employ any person having such known interests.

## EXHIBIT A: STATEMENT OF WORK

### 1. INTRODUCTION

The Disability Program Navigator (or “DPN”) is a collaborative initiative between the Colorado Department of Labor and Employment’s Division of Vocational Rehabilitation (“DVR”) and the E&T Division of Employment and Training (E&T), which includes the Colorado Rural Workforce Consortium (CRWC) and Workforce Development Programs (WDP)

The purpose of DPN is to assist people with disabilities in making referrals to DVR, provide successful employment outcomes, increase community linkages, and provide new patterns of services for people with disabilities within all categories of disabilities. The program’s goals include (a) building on current referral to DVR and WIOA Title I and III programs; (b) creating a career pathway through employment services; (c) filling the dual enrollment case coordination gap for the target population; and (d) supporting collaboration between DVR and local Local Workforce Area.

DPN is intended to provide employment-related assistance to DPN Participants with disabilities who are experiencing barriers to employment. DPN provides opportunities to increase individuals with disabilities accessing workforce center services, to practice and improve workplace skills, consider their career interests, and obtain real world work experience that will lead to competitive integrated employment in today’s high demand industries.

DPN may refer to services to DVR and WIOA case managers such as career exploration, career development, employment-related instruction, job development/placement. DPN is responsible for case co-enrollment coordination, align Workforce Center and DVR services, one year of follow-up, and increased access to community resources targeted to the disability community.

This Contract outlines the Parties’ understandings and expectations regarding the operation of DPN at the Workforce Boulder County and the support for this effort by Workforce Development Programs during the Term of this Contract.

### 2. TERMINOLOGY

In addition to the terms defined elsewhere in this Agreement, the following list of terms shall be construed and interpreted as follows:

- A. **“Co-enrollment”** – People with Disabilities are co-enrolled in DVR and WIOA services to optimize and leverage resources.
- B. **“Competitive Integrated Employment”** means weekly full- or part-time work in an integrated work setting for which an individual is compensated at or above the customary wage and benefits levels paid by the employer to persons who do not have disabilities for the same or similar jobs. In all cases, compensation must reflect at least minimum wage.
- C. **“Customer satisfaction”**- DPN recipients have a higher satisfaction rate who have worked with the DPN than those who did not have DPN support.
- D. **“DPN”** means Disability Program Navigator, which can refer to both the program or the specific staff person coordinating the goals of the contract within the local areas
- E. **“DPN Participants”** means a Person with a Disability who receives DPN Services.
- F. **“DPN Services”** means General Vocational Rehabilitation Services provided pursuant to this Agreement which could include:
  - a. Connect job seekers with disabilities with WFC and DVR resources
  - b. Connect job seekers with disabilities with community resources
  - c. Case coordination dual-enrolled job seekers
    - i. Track enrollments



- ii. Case consultation with DVR and other community resources
    - d. Create a repository of disability-related resources
    - e. Provide training for workforce center staff and partners regarding:
      - i. Disability awareness
      - ii. ADA Training
      - iii. Programmatic Accessibility Course and Toolkit
      - iv. Cross-training Workforce, DVR, ABE, and community partner staff
      - v. DVR Pre-ETS training
      - vi. Office of Employment First training
    - f. Provide technical assistance to the workforce center and partner organizations regarding:
      - i. ADA compliance
      - ii. EO compliance
      - iii. Purchase and use of assistive technology
    - g. Serve as a Liaison to the DVR Business Services Unit and Workforce Center Business Relations Unit in order to provide:
      - i. ADA accommodation resources
      - ii. Strategies to decrease the stigma of hiring disable job seekers
  - G. **“Increase rate of employment obtained”**- Track rate of employment obtained by DPN participants as a result of Workforce/DVR Services.
  - H. **“Individualized Plan for Employment (IPE)”**- a written plan outlining an individual's vocational goal, and the services to be provided to reach the goal. The IPE formalizes the planning process through which the vocational goal, service delivery and time frames for service delivery are determined. The IPE identifies the individual's employment objective, consistent with their unique strengths, resources, priorities, concerns, abilities and capabilities and provides a plan for monitoring progress toward achievement of the goal. Through the IPE, individuals are informed of their rights and responsibilities in the rehabilitation process. The individual's involvement in developing the plan is reflected throughout the IPE and it is signed by both the consumer and the counselor.
  - I. **“New Patterns of Services”** means services that are changed, modified, or reoriented to have a vocational rehabilitation emphasis or objective that did not previously exist. The new pattern must clearly demonstrate and provide that the new constellation of services places increased emphasis on the provision of vocational rehabilitation services to clients of DVR. New Patterns of Services, as related to this Contract, include: (a) training and technical assistance on disability-related topics to Workforce Center staff; (b) training and technical assistance on workforce services to DVR staff; (c) streamlined co-enrollment process between DVR and Workforce Center services; (d) expanded community-based service provision; (e) increased resource coordination; and (f) increase employment rate obtained after exit of Workforce/DVR services.
  - J. **“Service coordination”**- Provide DPN Participants with a centralized process by which multiple services and supports, provided by Local Workforce Center, DVR, and other community agencies are synchronized to address employment needs.
3. General Vocational Rehabilitation Services shall constitute New Patterns of Service, and shall provide opportunities for DPN Participants with a Disability which could not be provided in the absence of the purchase of said services under this Contract. General Vocational Rehabilitation Services may only be provided under this Contract to DPN Participants who are DVR applicants or eligible individuals. Individuals who qualify as a

DPN Participant may receive General Vocational Rehabilitation Services pursuant to this Contract.

- i. **“New Patterns of Services”** means services that are changed, modified, or reoriented to have a vocational rehabilitation emphasis or objective that did not previously exist. The new pattern must clearly demonstrate and provide that the new constellation of services places increased emphasis on the provision of vocational rehabilitation services to clients of DVR. New Patterns of Services, as related to this Contract, include: (a) training and technical assistance on disability-related topics to Workforce Center staff; (b) training and technical assistance on workforce services to DVR staff; (c) streamlined co-enrollment process between DVR and Workforce Center services; (d) expanded community-based service provision; (e) increased resource coordination; and (f) increase employment rate obtained after exit of Workforce/DVR services.

#### 4. Local Workforce Areas RESPONSIBILITIES

##### A. Contract Deliverables

The Local Workforce Areas shall provide the following deliverables during the Term of this Contract (the “Contract Deliverables”):

- i. The Local Workforce Areas shall provide DPN Services as needed to accommodate the business need of serving DPN Participants participating in an employment program. The Local Workforce Areas shall provide all DPN Services in accordance with the terms of this Contract and in collaboration with DVR.
- ii. DPN will contribute to successful employment outcomes by promoting in-demand career pathways in Colorado that are expected to experience high growth and high average annual openings over the next ten (10) years. These career pathways efforts should be incorporated in all services delivered to people with disabilities.
- iii. During the Term of this Contract the Local Workforce Areas shall work to provide the following to DPN Participants

<b>Deliverables Description</b>	<b>To a Minimum of</b>
Provides Technical Assistance and Training to Workforce and DVR Staff	5 staff members
Customer satisfaction of DPN participants*	70% satisfaction rating
Collect data on services provided to each DPN participant.	All DPN participants and all services

Co-Enrollment in both Workforce and DVR services	15 individuals co-enrolled
* Customer satisfaction to be determined by a survey substantively similar to that provided in Exhibit E “Sample Customer Satisfaction Survey”	

- iv. The Contract Deliverables set forth above represent the Parties’ best estimates of the anticipated need for DPN Services based on disability population, historical outcomes and other available data.
- v. If, due to a change in these underlying assumptions, the Local Workforce Areas is unable to achieve any of the above Contract Deliverables, the Local Workforce Areas should promptly notify DVR in writing. These Contract Deliverables may be renegotiated by mutual agreement of both Parties.

A. Reporting, Monitoring and Training

The Local Workforce Areas shall satisfy the following reporting, monitoring and training requirements:

- i. The Local Workforce Area DPN shall submit twelve Monthly Program Reports in the format supplied by DVR. Monthly Program Reports shall include the requested information about all DPN Participants who received DPN Services during the preceding month. The Local Workforce Areas shall work cooperatively with DVR counselors and the Contract Authorization Technicians to ensure that the information contained in the monthly program reports is accurate. The Local Workforce Areas shall provide each monthly report to DVR no later than the 10th day of each month. Failure to submit a completed monthly program report by this deadline may delay or prevent the review or acceptance of the Local Workforce Areas’s monthly invoice.
- ii. The Local Workforce Area DPN will communicate monthly with DVR regarding co-enrolled participants, DVR status updates, and progression of service provision to support accurate Rehabilitation Service Administration reporting requirements.
- iii. The Local Workforce Area DPN shall submit monthly Individual Progress Reports (IPR) in the format supplied by DVR. Monthly IPRs shall include the requested descriptions of each DPN Participant’s progress towards his or her individualized outcome during the preceding month. The Local Workforce Area’s DPN shall provide each monthly IPR to DVR no later than the 10th day of each month. Failure to submit a completed monthly progress report by this deadline may delay or prevent the review or acceptance of the Local Workforce Areas’s monthly invoice.
- iv. The Local Workforce Area DPN shall respond to the two reports disseminated by Local Workforce Area DPN or DVR and provide the information requested in each such report in April and October of the project year. The surveys will be disseminated in or about January 2022 and July 2022.
- v. The Local Workforce Area DPN shall participate in monitoring activities by a monitoring and review team, which shall be comprised of individuals from DVR, Workforce Development Programs (WDP) and Local Workforce Areas, for the purpose of evaluating the Parties’ compliance with federal mandates for transitioning people and DPN Participants with disabilities and other DPN program requirements, and shall

- comply with all recommendations for program improvement that are identified by the monitoring and review team.
- vi. The Local Workforce Area DPN shall ensure that Local Workforce Areas personnel who provide DPN Services and/or support the Local Workforce Areas's DPN program (including fiscal managers and other administrative personnel) participate in training sessions organized by the State regarding the requirements of this Contract and other DPN program requirements, as appropriate.
  - vii. The Local Workforce Area DPN shall work cooperatively with the local DVR offices in carrying out its roles and responsibilities related to the DVR process, as identified in this Contract.
  - viii. If, at DVR's sole discretion, the Local Workforce Areas fails to make adequate progress towards achieving the Contract Deliverables, the State may require the Local Workforce Areas, in conjunction with the local DVR office, to develop and implement an action plan that describes the efforts that the Local Workforce Areas and/or the State will take to improve progress towards achievement of the Contract Deliverables, the deadlines for completion of such efforts and the means by which the action plan will be evaluated for effectiveness. Such action plan shall incorporate any recommendations of the State.
  - ix. The Local Workforce Area DPN shall participate with DVR on all technical assistance or support visits and all periodic file and progress report reviews.
  - x. The Local Workforce Areas shall submit activity updates as requested by DVR.
  - xi. The Local Workforce Areas shall provide such additional information as is requested by DVR.
  - xii. The Local Workforce Areas shall maintain financial records, including staff timesheets signed by each employee and his or her supervisor, that differentiate between time spent in support of vocational activities and other responsibilities. The Local Workforce Areas may (but is not required to) use the timesheet attached hereto as Exhibit E to fulfill this responsibility as long as it includes the same components.
  - xiii. The Local Workforce Areas shall work with DVR's Business Relations Unit and Employment and Training, Workforce Development Programs for programmatic administration of DPN, including vacancy protocol procedures, training, recordkeeping, program and staff evaluation and budgetary processes.
  - xiv. The Local Workforce Areas shall ensure that all Local Workforce Area personnel who provide DPN Services and/or support the Local Workforce Areas's DPN program adhere to DVR's Vendor Code of Ethics, which may be found at [www.colorado.gov/pacific/dvr/become-vendor-or-provider](http://www.colorado.gov/pacific/dvr/become-vendor-or-provider). DVR's Vendor Code of Ethics promotes objectivity, nondiscrimination, professionalism and competency, sound business practices, integrity and responsibility in the provision of vocational rehabilitation services.
  - xv. The Local Workforce Area DPN will assist with gathering required documentation and data needed by DVR prior to DVR providing services, to assist DVR in determining eligibility and developing individual plans for employment (IPEs), for continued service provision.
    - A. Including obtaining the required consent as required by State law.

## 5. DVR RESPONSIBILITIES

### A. At the State Level:

- i. DVR shall provide the Local Workforce Areas with the information the Local Workforce Areas needs to comply with its reporting requirements.
- ii. DVR shall participate in monitoring and review of the Local Workforce Areas for the purpose of addressing compliance with DPN requirements.
- iii. DVR shall provide training to and participate as needed in technical assistance provided to Local Workforce Areas personnel related to DPN.
- iv. DVR shall review monthly program and IPRs in a timely manner.
- v. DVR shall coordinate with Workforce officials around the planning and provision of services to eligible people with disabilities to contribute to their career pathways for improved outcomes.
- vi. DVR shall provide rehabilitation counselors trained in the requirements of this Contract who will (i) determine whether individuals are eligible for DVR; (ii) when to appropriately refer individuals to the Local Workforce Areas for DPN to coordinate services; (iii) collaborate with DPN Participants and Local Workforce Areas DPN personnel to ensure that DPN Services are provided in accordance with the DPN Participant's IPE and the terms of this Contract.
- vii. DVR shall provide support and technical assistance to both DPN participants and local workforce areas on Accessibility and Assistive Technology
- viii. DVR shall complete the group authorization process as directed in the monthly program report instructions within the timelines required to ensure reimbursement back to the Local Workforce Areas and reliable data for Federal reporting purposes.

### B. At the local level

- i. DVR shall identify a liaison to this Contract for the purposes of outreaching and identifying people with disabilities who are in need of services as early as possible to ensure information is made available about the purpose of vocational rehabilitation, eligibility requirements, application procedures, and the scope of vocational rehabilitation services available to eligible individuals.
- ii. DVR will collaborate with the Local Workforce Areas to carry out their respective roles and responsibilities related to the DVR process as identified in this Contract.
- iii. DVR will communicate monthly with DPN and workforce staff around caseload participants, status updates, and progression of service provision to support accurate Rehabilitation Service Administration reporting requirements.
- iv. DVR shall provide consultation and technical assistance to assist workforce areas in coordination of vocational rehabilitation services for people with disabilities.
- v. DVR will coordinate with DPNs to use, with proper releases in place, to the extent possible, assessment and other information for the purposes of eligibility determination, vocational planning and recording measurable skill gain.
- vi. DVR shall complete the authorization process as directed in the monthly program report instructions within the timelines required to ensure reimbursement back to the Local Workforce Areas.

When collaborating both parties, the Local Workforce Area DPN and DVR shall adhere to the current DVR/Local Workforce Areas Interagency Agreement and any subsequent, current Local Working Agreement and DVR as it pertains to services to all transitioning people with disabilities where applicable

## 6. REQUIRED CONTRIBUTIONS AND ALLOWABLE EXPENDITURES

- A. The Local Workforce Areas will contribute non-federal funds totalling 50% of the total value of this Contract to DVR during the Term of this Contract. This Contribution shall be divided and paid to DVR in the month prior to invoicing on a monthly basis on the 15th day of each month. If the 15th falls on a weekend or State holiday, the Contribution shall be paid to DVR the following Business Day. Upon receipt of the Required Contribution, DVR will obtain matching funds from the federal Rehabilitation Services Administration pursuant to 34 CFR 361.60(a).
- B. Pursuant to the terms of this Contract, DVR will reimburse the Local Workforce Areas for allowable expenditures incurred in connection with the provision of DPN Services by the Local Workforce Areas in an amount up to but not to exceed the Contract Maximum Amount shown on the Signature and Cover Page of this Contract.
- C. The categories of expenditures set forth below are generally allowable under DPN, if such expenditures are reasonable and allocable to the Local Workforce Areas's DPN program and comply with the United States Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200 (the "Uniform Guidance"), as applicable. To facilitate compliance with DPN Program invoicing requirements, DVR encourages the Local Workforce Areas to use State Fiscal Year contracts with all Local Workforce Areas DPN personnel.
- a. Indirect Costs: This expenditure category is the restricted indirect rate set by Local Workforce Areas for the Local Workforce Areas, which is expressed as a percentage of indirect costs to direct costs. The Local Workforce Areas may seek reimbursement for either:
- (a) its Indirect Costs at or below the restricted indirect rate set by Local Workforce Areas, or
  - (b) its Administrative Costs plus its Insurance Costs plus its Building and Equipment Rental Costs plus its Building Maintenance and Alteration Costs.
- b. Administrative Costs: This expenditure category includes administrative oversight, supervision and support costs that benefit DPN. Allowable expenditures may include the portion of the salary and benefits for Local Workforce Areas administrative personnel (such as the Workforce Director or Coordinator and their designees) attributable to the DPN program. The Local Workforce Areas may seek reimbursement for either:
- (a) its Indirect Costs at or below the restricted indirect rate set by Local Workforce Areas, or

- (b) its Administrative Costs plus its Insurance Costs plus its Building and Equipment Rental Costs plus its Building Maintenance and Alteration Costs.
- c. Building Maintenance and Alteration Costs: This expenditure category includes building maintenance and alteration costs incurred by the Local Workforce Areas relating to the Local Workforce Areas's DPN program. Allowable expenditures may include ordinary building and facility maintenance or alteration costs, including related moving expenses, attributable to the DPN program. Such costs must be allocated to DPN by a reasonable and appropriate allocation methodology. Capital improvement expenditures that increase the value of the building or facility are not allowable expenses under DPN. The Local Workforce Areas may seek reimbursement for either:
- (a) its Indirect Costs at or below the restricted indirect rate set by Local Workforce Areas, or
- (b) its Administrative Costs plus its Insurance Costs plus its Building and Equipment Rental Costs plus its Building Maintenance and Alteration Costs.
- d. Communication Costs: This expenditure category includes costs incurred by the Local Workforce Areas for DPN-related communications. Allowable expenditures may include costs incurred by the Local Workforce Areas to maintain contact with DVR, Local Workforce Areas, DPN Participants, employers of DPN Participants or other parties regarding the DPN program.
- e. Compensation for Personnel Services: This expenditure category includes allowable compensation paid to Local Workforce Areas personnel who spend 100% of their time working on the DPN program. Allowable expenditures may include such personnel's salary and benefits. The Local Workforce Areas shall certify to DVR at least once annually that all personnel included in this expenditure category have spent 100% of their time working on the DPN program.
- f. Office Supply Costs: This expenditure category includes costs incurred by the Local Workforce Areas to purchase office and other supplies necessary for DPN staff to conduct business. This includes furniture, computers, telephones, etc.
- g. Insurance Costs: This expenditure category includes the Local Workforce Areas's direct insurance costs related to DPN. The Local Workforce Areas may seek reimbursement for either:
- (a) its Indirect Costs at or below the restricted indirect rate set by Local Workforce Areas, or
- (b) its Administrative Costs plus its Insurance Costs plus its Building and Equipment Rental Costs plus its Building Maintenance and Alteration Costs.
- h. Community Outreach Costs: This expenditure category includes costs incurred by the Local Workforce Areas for community outreach activities related to DPN. Allowable costs may include fees for memberships (such as Chamber of Commerce memberships) related to DPN, speaking fees for speakers addressing DPN-related matters, and costs incurred by the Local Workforce Areas for community outreach and awareness.

- i. Materials and Supplies Costs: This expenditure category includes the Local Workforce Areas's costs for purchasing materials and supplies used to support DPN.
- j. Building and Equipment Rental Costs: This expenditure category includes building and equipment rental costs incurred by the Local Workforce Areas relating to the Local Workforce Areas's DPN program. To be allowable, such costs must be reasonable when compared to comparable local rental costs and available alternatives. Building space rentals charged at an hourly rate are not allowable. The Local Workforce Areas may seek reimbursement for either:
  - (a) its Indirect Costs at or below the restricted indirect rate set by Local Workforce Areas, or
  - (b) its Administrative Costs plus its Insurance Costs plus its Building and Equipment Rental Costs plus its Building Maintenance and Alteration Costs.
- k. Training Costs: This expenditure category includes costs incurred by the Local Workforce Areas for employee professional development related to DPN.
- l. Travel Costs: This expenditure category includes costs incurred by the Local Workforce Areas for travel in support of DPN. Allowable expenditures may include automobile rental costs, mileage reimbursement, passenger insurance, and special driver license costs incurred by the Local Workforce Areas for DPN-related travel, to the extent that such costs are allowable under § 200.474 of the Uniform Guidance.

The following categories of expenditures are generally **not allowable** under DPN:

- A. Costs incurred by the Local Workforce Areas related to the termination or retirement of DPN personnel, such as severance pay;
- B. Costs incurred by the Local Workforce Areas to purchase an automobile, even if such automobile is intended for use in connection with DPN;
- C. Building or facility capital improvement expenditures incurred by the Local Workforce Areas that increase the value of the building or facility;
- D. Building or space rental expenditures that are charged to the Local Workforce Areas at an hourly rate;
- E. Costs incurred by the Local Workforce Areas to purchase transportation for people with disabilities participating in Employment Services; and
- F. Other types of expenditures that are not included in the categories listed in Section 4(C) of this Statement of Work.



## 7. BUDGET

- A. The table shown below lists the Local Workforce Areas agreed-upon total and individual expenditure category line item budgets (the “Budget”) for the Term of this Contract.

<b><u>Individual Expenditure Category Line Items</u></b>	
<b>General Vocational Rehabilitation Services Expenditures</b>	
DPN Salary	\$54,406.00
DPN Fringe	\$20,674.00
Materials and Supplies	\$4,000.00
DPN Travel	\$2,500.00
Administrative Oversight, Supervision & Support Staff	\$34,617.00
Communication	\$800.00
Equipment Assistive Technology	\$2,000.00
Outreach & Professional Activities	\$1,000.00
DPN Training Cost	\$2,000.00
Insurance	\$800.00
Rental of Building & Equipment	\$5,500.00
<b>Total Budget:</b>	<b>\$128,297.00</b>
* The Local Workforce Areas may only seek reimbursement for its (a) Administrative Costs, (b) its Insurance Costs, (c) its Building and Equipment Rental Costs and (d) its Building Maintenance and Alteration Costs if it does not seek reimbursement for its Indirect Costs.	
** The Local Workforce Areas may only seek reimbursement for its Indirect Costs if it does not seek reimbursement for its (a) Administrative Costs, (b) its Insurance Costs, (c) its Building and Equipment Rental Costs or (d) its Building Maintenance and Alteration Costs.	

- B. The Local Workforce Areas may deviate from any of the Budget line items by a maximum of 10% over the entire Term of the Contract without prior approval from DVR. Notwithstanding the foregoing, the Parties may not exceed the Contract Maximum Amount shown on the Signature and Cover Page of this Contract without a formal amendment of this Contract.
- C. The Local Workforce Areas may deviate from any of the Budget line items by more than 10% over the entire Term of the Contract only with the prior, written approval of DVR. The Local Workforce Areas shall send all requests to deviate from any Budget line item by more than 10% in writing to DVR. Such requests shall specify the amount of the requested deviation and the reasons supporting the requested deviation. DVR will review and, in its discretion, approve or reject each such request in writing. Notwithstanding the foregoing, the Parties may not exceed the Contract Maximum Amount shown on the Signature and CoverPage of this Contract without a formal amendment of this Contract.

- D. Notwithstanding the foregoing, the Local Workforce Areas may not deviate from the Compensation for Personnel Services, Costs for Services and Related Services from Workforce staff for people with Disabilities Costs line items by any amount without the prior, written approval of DVR due to how dollars must be internally coded for federal reporting requirements.

## 8. COMPENSATION AND INVOICING

- A. The Local Workforce Areas shall invoice the State for allowable expenditures on a monthly basis. All monthly invoices should be emailed to DVR by the 15th day of the month following the month for which the invoice covers.
- B. If the Local Workforce Areas require additional time to submit any monthly invoice (including the final invoice), the Local Workforce Areas shall notify DVR's DPN contract manager in writing of the need for additional time as soon as possible and work with DVR to minimize the delay in invoicing. DVR shall determine, in its sole discretion, whether or not to grant the Local Workforce Areas an extension of time to submit an invoice.
- C. The Local Workforce Areas shall use the template invoice attached hereto as Exhibit D for all monthly invoices. All invoices shall be accompanied by a monthly expenditure report that breaks down the Local Workforce Areas into the individual Budget line items and such other supporting documentation as is requested by DVR.
- D. DVR reserves the right to reject in whole or in part any late or non-conforming invoices submitted by the Local Workforce Areas.
- E. The Local Workforce Areas may provide additional DPN Services in excess of the Contract Deliverables set forth herein, but will only be reimbursed for allowable expenditures up to the Contract Maximum Amount shown on the Signature and Cover Page of this Contract.
- F. The Office of the State Controller has implemented a policy to pay vendors via Electronic Funds Transfers (EFT) as part of the Colorado Governor's Executive Order D-2015-013 pertaining to greening efforts.
- a. Reimbursement back to local workforce areas will happen through issuing direct deposit payments to vendors without the need for a paper warrant (check).

## 9. DATA RELEASE AND DATA SHARING

- A. Both agencies understand and agree that all Personally Identifiable Information as defined by State and Federal law and any other applicable data from either Agency under this Agreement is to be treated as confidential and all State and Federal regulations surrounding confidentiality are mutually binding as are both parties' privacy and security policies. This includes, but is not limited to:
- a. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable, based on the classification of the data by either Agency. Such obligations may arise from:
- i. Health Information Portability and Accountability Act (HIPAA)
  - ii. IRS Publication 1075
  - iii. Payment Card Industry Data Security Standard (PCI-DSS)
  - iv. FBI Criminal Justice Information Service Security Addendum

- v. CMS Minimum Acceptable Risk Standards for Exchanges
  - vi. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration
  - vii. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>
- B. Both Agencies shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to performance under this Agreement.
- C. Both Agencies shall allow each other reasonable access and shall provide information reasonably required to assess compliance with this Agreement and promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to designated representatives of the Agency or the State's Office of Information Security ("OIS").
- D. The DPN will be granted access to both Connecting Colorado and AWARE under the current Agency requirements and procedures for access. This includes appropriately executed Access Control Forms with necessary approvals as specified by the Agency's current procedures. The purpose of access to both systems will be to share relevant case information between the local Workforce and DVR Staff, based on the parameters of necessary signed Releases of Information, to facilitate the effective facilitation and sequence of services of the Agencies.

## EXHIBIT B, SAMPLE OPTION LETTER

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>County</b> Insert County's Full Legal Name	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx                      \$0.00 Extension Terms State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 Total for All State Fiscal Years              \$0.00	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option <hr/> <b>Contract Performance Beginning Date</b> Month Day, Year <hr/> <b>Current Contract Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p><b>STATE OF COLORADO</b>                  Jared S. Polis, Governor                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <hr style="width: 80%; margin-left: auto; margin-right: auto;"/> <p>By: Name &amp; Title of Person Signing for Agency or IHE</p>  <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p>  <p>By: _____                  Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p>  <p>Option Effective Date: _____</p>
--	--

**EXHIBIT C-PII CERTIFICATION**

**STATE OF COLORADO  
THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO  
PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between the State and County is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the County is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

### 1. Purpose

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

### 2. Definitions

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, SubCounty, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. **Business Associate.** “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to County.
- b. **Covered Entity.** “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. **Information Technology and Information Security.** “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

### 3. Obligations and Activities of Business Associate

- a. **Permitted Uses and Disclosures.**
  - i. **Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.**
  - i. **To the extent Business Associate carries out one or more of Covered Entity’s obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.**

- ii. **Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:**
  - A. **the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;**
  - B. **the person notifies Business Associate of any Breach involving PHI of which it is aware.**
- iii. **Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.**
- b. **Minimum Necessary. Business Associate, its SubCountys and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).**
- c. **Impermissible Uses and Disclosures.**
  - i. **Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.**
  - ii. **Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.**
- d. **Business Associate's SubCountys.**
  - i. **Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any SubCountys who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.**
  - ii. **Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of SubCountys who have entered into any such agreement with Business Associate.**
  - iii. **Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with SubCountys.**
- e. **Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.**

- f. Access to PHI.** Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.**

  - i.** Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
  - ii.** Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights.** Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.**

  - i.** Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

    - A.** a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
    - B.** a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
  - ii.** Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
  - iii.** Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records.** Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.**

  - i.** Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
  - ii.** Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable



**HIPAA Rules.** If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

**l. Appropriate Safeguards.**

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.**
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.**
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.**
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.**

**m. Safeguard During Transmission.**

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.**
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.**

**n. Reporting of Improper Use or Disclosure and Notification of Breach.**

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.**
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.**
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.**
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.**

- o. Business Associate's Insurance and Notification Costs.**
  - i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:**
    - A. loss of PHI data;**
    - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and**
    - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.**
  - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).**
  - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.**
  - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.**
- p. SubCountys and Breaches.**
  - i. Business Associate shall enter into a written agreement with each of its SubCountys and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such SubCountys and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such SubCounty or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.**
  - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.**
- q. Data Ownership.**
  - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.**
  - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.**
- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its SubCountys or agents shall retain all PHI throughout the term of**

**this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h above, for a period of six years.**

**4. Obligations of Covered Entity**

- a. Safeguards During Transmission.** Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.**
  - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.**
  - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.**

**5. Termination**

- a. Breach.**
  - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.**
  - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.**
- b. Effect of Termination.**
  - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its SubCountys maintain in any form, and shall not retain any copies of such PHI.**
  - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.**
  - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.**

## 6. Injunctive Relief

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its SubCountys or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

## 7. Limitation of Liability

Any provision in the Contract limiting County's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

## 8. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

## 9. Certification

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or County shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

## 10. Amendment

- a. **Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.**
  - i. **In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.**
  - ii. **Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's SubCountys and agents that they shall adequately safeguard all PHI.**
  - iii. **Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.**
  - iv. **Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:**

- A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or**
- B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.**

- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.**

#### **11. Assistance in Litigation or Administrative Proceedings**

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, SubCountys, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, SubCounty's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, SubCountys or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

#### **12. Interpretation and Order of Precedence**

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

#### **13. Survival**

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

## APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

### 1. Purpose

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

### 2. Additional Terms

- a. **Additional Permitted Uses.** In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
  - i. Reserved.
- b. **Additional Permitted Disclosures.** In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
  - i. Reserved.
- c. **Approved SubCountys.** Covered Entity agrees that the following SubCountys or agents of Business Associate may receive PHI under the Agreement:
  - i. Reserved.
- d. **Definition of Receipt of PHI.** Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
  - i. Reserved.
- e. **Additional Restrictions on Business Associate.** Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
  - i. Reserved.
- f. **Additional Terms.** Business Associate agrees to comply with the following additional terms under the Agreement:
  - i. Reserved.

## EXHIBIT A: STATEMENT OF WORK

### 1. INTRODUCTION

The Disability Program Navigator (or “DPN”) is a collaborative initiative between the Colorado Department of Labor and Employment’s Division of Vocational Rehabilitation (“DVR”) and the E&T Division of Employment and Training (E&T), which includes the Colorado Rural Workforce Consortium (CRWC) and Workforce Development Programs (WDP)

The purpose of DPN is to assist people with disabilities in making referrals to DVR, provide successful employment outcomes, increase community linkages, and provide new patterns of services for people with disabilities within all categories of disabilities. The program’s goals include (a) building on current referral to DVR and WIOA Title I and III programs; (b) creating a career pathway through employment services; (c) filling the dual enrollment case coordination gap for the target population; and (d) supporting collaboration between DVR and local Local Workforce Area.

DPN is intended to provide employment-related assistance to DPN Participants with disabilities who are experiencing barriers to employment. DPN provides opportunities to increase individuals with disabilities accessing workforce center services, to practice and improve workplace skills, consider their career interests, and obtain real world work experience that will lead to competitive integrated employment in today’s high demand industries.

DPN may refer to services to DVR and WIOA case managers such as career exploration, career development, employment-related instruction, job development/placement. DPN is responsible for case co-enrollment coordination, align Workforce Center and DVR services, one year of follow-up, and increased access to community resources targeted to the disability community.

This Contract outlines the Parties’ understandings and expectations regarding the operation of DPN at the Workforce Boulder County and the support for this effort by Workforce Development Programs during the Term of this Contract.

### 2. TERMINOLOGY

In addition to the terms defined elsewhere in this Agreement, the following list of terms shall be construed and interpreted as follows:

- A. **“Co-enrollment”** – People with Disabilities are co-enrolled in DVR and WIOA services to optimize and leverage resources.
- B. **“Competitive Integrated Employment”** means weekly full- or part-time work in an integrated work setting for which an individual is compensated at or above the customary wage and benefits levels paid by the employer to persons who do not have disabilities for the same or similar jobs. In all cases, compensation must reflect at least minimum wage.
- C. **“Customer satisfaction”**- DPN recipients have a higher satisfaction rate who have worked with the DPN than those who did not have DPN support.
- D. **“DPN”** means Disability Program Navigator, which can refer to both the program or the specific staff person coordinating the goals of the contract within the local areas
- E. **“DPN Participants”** means a Person with a Disability who receives DPN Services.
- F. **“DPN Services”** means General Vocational Rehabilitation Services provided pursuant to this Agreement which could include:
  - a. Connect job seekers with disabilities with WFC and DVR resources
  - b. Connect job seekers with disabilities with community resources
  - c. Case coordination dual-enrolled job seekers
    - i. Track enrollments

- ii. Case consultation with DVR and other community resources
    - d. Create a repository of disability-related resources
    - e. Provide training for workforce center staff and partners regarding:
      - i. Disability awareness
      - ii. ADA Training
      - iii. Programmatic Accessibility Course and Toolkit
      - iv. Cross-training Workforce, DVR, ABE, and community partner staff
      - v. DVR Pre-ETS training
      - vi. Office of Employment First training
    - f. Provide technical assistance to the workforce center and partner organizations regarding:
      - i. ADA compliance
      - ii. EO compliance
      - iii. Purchase and use of assistive technology
    - g. Serve as a Liaison to the DVR Business Services Unit and Workforce Center Business Relations Unit in order to provide:
      - i. ADA accommodation resources
      - ii. Strategies to decrease the stigma of hiring disable job seekers
  - G. **“Increase rate of employment obtained”**- Track rate of employment obtained by DPN participants as a result of Workforce/DVR Services.
  - H. **“Individualized Plan for Employment (IPE)”**- a written plan outlining an individual's vocational goal, and the services to be provided to reach the goal. The IPE formalizes the planning process through which the vocational goal, service delivery and time frames for service delivery are determined. The IPE identifies the individual's employment objective, consistent with their unique strengths, resources, priorities, concerns, abilities and capabilities and provides a plan for monitoring progress toward achievement of the goal. Through the IPE, individuals are informed of their rights and responsibilities in the rehabilitation process. The individual's involvement in developing the plan is reflected throughout the IPE and it is signed by both the consumer and the counselor.
  - I. **“New Patterns of Services”** means services that are changed, modified, or reoriented to have a vocational rehabilitation emphasis or objective that did not previously exist. The new pattern must clearly demonstrate and provide that the new constellation of services places increased emphasis on the provision of vocational rehabilitation services to clients of DVR. New Patterns of Services, as related to this Contract, include: (a) training and technical assistance on disability-related topics to Workforce Center staff; (b) training and technical assistance on workforce services to DVR staff; (c) streamlined co-enrollment process between DVR and Workforce Center services; (d) expanded community-based service provision; (e) increased resource coordination; and (f) increase employment rate obtained after exit of Workforce/DVR services.
  - J. **“Service coordination”**- Provide DPN Participants with a centralized process by which multiple services and supports, provided by Local Workforce Center, DVR, and other community agencies are synchronized to address employment needs.
3. General Vocational Rehabilitation Services shall constitute New Patterns of Service, and shall provide opportunities for DPN Participants with a Disability which could not be provided in the absence of the purchase of said services under this Contract. General Vocational Rehabilitation Services may only be provided under this Contract to DPN Participants who are DVR applicants or eligible individuals. Individuals who qualify as a



DPN Participant may receive General Vocational Rehabilitation Services pursuant to this Contract.

- i. **“New Patterns of Services”** means services that are changed, modified, or reoriented to have a vocational rehabilitation emphasis or objective that did not previously exist. The new pattern must clearly demonstrate and provide that the new constellation of services places increased emphasis on the provision of vocational rehabilitation services to clients of DVR. New Patterns of Services, as related to this Contract, include: (a) training and technical assistance on disability-related topics to Workforce Center staff; (b) training and technical assistance on workforce services to DVR staff; (c) streamlined co-enrollment process between DVR and Workforce Center services; (d) expanded community-based service provision; (e) increased resource coordination; and (f) increase employment rate obtained after exit of Workforce/DVR services.

#### 4. Local Workforce Areas RESPONSIBILITIES

##### A. Contract Deliverables

The Local Workforce Areas shall provide the following deliverables during the Term of this Contract (the “Contract Deliverables”):

- i. The Local Workforce Areas shall provide DPN Services as needed to accommodate the business need of serving DPN Participants participating in an employment program. The Local Workforce Areas shall provide all DPN Services in accordance with the terms of this Contract and in collaboration with DVR.
- ii. DPN will contribute to successful employment outcomes by promoting in-demand career pathways in Colorado that are expected to experience high growth and high average annual openings over the next ten (10) years. These career pathways efforts should be incorporated in all services delivered to people with disabilities.
- iii. During the Term of this Contract the Local Workforce Areas shall work to provide the following to DPN Participants

<b>Deliverables Description</b>	<b>To a Minimum of</b>
Provides Technical Assistance and Training to Workforce and DVR Staff	5 staff members
Customer satisfaction of DPN participants*	70% satisfaction rating
Collect data on services provided to each DPN participant.	All DPN participants and all services

Co-Enrollment in both Workforce and DVR services	15 individuals co-enrolled
* Customer satisfaction to be determined by a survey substantively similar to that provided in Exhibit E “Sample Customer Satisfaction Survey”	

- iv. The Contract Deliverables set forth above represent the Parties’ best estimates of the anticipated need for DPN Services based on disability population, historical outcomes and other available data.
- v. If, due to a change in these underlying assumptions, the Local Workforce Areas is unable to achieve any of the above Contract Deliverables, the Local Workforce Areas should promptly notify DVR in writing. These Contract Deliverables may be renegotiated by mutual agreement of both Parties.

A. Reporting, Monitoring and Training

The Local Workforce Areas shall satisfy the following reporting, monitoring and training requirements:

- i. The Local Workforce Area DPN shall submit twelve Monthly Program Reports in the format supplied by DVR. Monthly Program Reports shall include the requested information about all DPN Participants who received DPN Services during the preceding month. The Local Workforce Areas shall work cooperatively with DVR counselors and the Contract Authorization Technicians to ensure that the information contained in the monthly program reports is accurate. The Local Workforce Areas shall provide each monthly report to DVR no later than the 10th day of each month. Failure to submit a completed monthly program report by this deadline may delay or prevent the review or acceptance of the Local Workforce Areas’s monthly invoice.
- ii. The Local Workforce Area DPN will communicate monthly with DVR regarding co-enrolled participants, DVR status updates, and progression of service provision to support accurate Rehabilitation Service Administration reporting requirements.
- iii. The Local Workforce Area DPN shall submit monthly Individual Progress Reports (IPR) in the format supplied by DVR. Monthly IPRs shall include the requested descriptions of each DPN Participant’s progress towards his or her individualized outcome during the preceding month. The Local Workforce Area’s DPN shall provide each monthly IPR to DVR no later than the 10th day of each month. Failure to submit a completed monthly progress report by this deadline may delay or prevent the review or acceptance of the Local Workforce Areas’s monthly invoice.
- iv. The Local Workforce Area DPN shall respond to the two reports disseminated by Local Workforce Area DPN or DVR and provide the information requested in each such report in April and October of the project year. The surveys will be disseminated in or about January 2022 and July 2022.
- v. The Local Workforce Area DPN shall participate in monitoring activities by a monitoring and review team, which shall be comprised of individuals from DVR, Workforce Development Programs (WDP) and Local Workforce Areas, for the purpose of evaluating the Parties’ compliance with federal mandates for transitioning people and DPN Participants with disabilities and other DPN program requirements, and shall

- comply with all recommendations for program improvement that are identified by the monitoring and review team.
- vi. The Local Workforce Area DPN shall ensure that Local Workforce Areas personnel who provide DPN Services and/or support the Local Workforce Areas's DPN program (including fiscal managers and other administrative personnel) participate in training sessions organized by the State regarding the requirements of this Contract and other DPN program requirements, as appropriate.
  - vii. The Local Workforce Area DPN shall work cooperatively with the local DVR offices in carrying out its roles and responsibilities related to the DVR process, as identified in this Contract.
  - viii. If, at DVR's sole discretion, the Local Workforce Areas fails to make adequate progress towards achieving the Contract Deliverables, the State may require the Local Workforce Areas, in conjunction with the local DVR office, to develop and implement an action plan that describes the efforts that the Local Workforce Areas and/or the State will take to improve progress towards achievement of the Contract Deliverables, the deadlines for completion of such efforts and the means by which the action plan will be evaluated for effectiveness. Such action plan shall incorporate any recommendations of the State.
  - ix. The Local Workforce Area DPN shall participate with DVR on all technical assistance or support visits and all periodic file and progress report reviews.
  - x. The Local Workforce Areas shall submit activity updates as requested by DVR.
  - xi. The Local Workforce Areas shall provide such additional information as is requested by DVR.
  - xii. The Local Workforce Areas shall maintain financial records, including staff timesheets signed by each employee and his or her supervisor, that differentiate between time spent in support of vocational activities and other responsibilities. The Local Workforce Areas may (but is not required to) use the timesheet attached hereto as Exhibit E to fulfill this responsibility as long as it includes the same components.
  - xiii. The Local Workforce Areas shall work with DVR's Business Relations Unit and Employment and Training, Workforce Development Programs for programmatic administration of DPN, including vacancy protocol procedures, training, recordkeeping, program and staff evaluation and budgetary processes.
  - xiv. The Local Workforce Areas shall ensure that all Local Workforce Area personnel who provide DPN Services and/or support the Local Workforce Areas's DPN program adhere to DVR's Vendor Code of Ethics, which may be found at [www.colorado.gov/pacific/dvr/become-vendor-or-provider](http://www.colorado.gov/pacific/dvr/become-vendor-or-provider). DVR's Vendor Code of Ethics promotes objectivity, nondiscrimination, professionalism and competency, sound business practices, integrity and responsibility in the provision of vocational rehabilitation services.
  - xv. The Local Workforce Area DPN will assist with gathering required documentation and data needed by DVR prior to DVR providing services, to assist DVR in determining eligibility and developing individual plans for employment (IPEs), for continued service provision.
    - A. Including obtaining the required consent as required by State law.

**5. DVR RESPONSIBILITIES**

A. At the State Level:

- i. DVR shall provide the Local Workforce Areas with the information the Local Workforce Areas needs to comply with its reporting requirements.
- ii. DVR shall participate in monitoring and review of the Local Workforce Areas for the purpose of addressing compliance with DPN requirements.
- iii. DVR shall provide training to and participate as needed in technical assistance provided to Local Workforce Areas personnel related to DPN.
- iv. DVR shall review monthly program and IPRs in a timely manner.
- v. DVR shall coordinate with Workforce officials around the planning and provision of services to eligible people with disabilities to contribute to their career pathways for improved outcomes.
- vi. DVR shall provide rehabilitation counselors trained in the requirements of this Contract who will (i) determine whether individuals are eligible for DVR; (ii) when to appropriately refer individuals to the Local Workforce Areas for DPN to coordinate services; (iii) collaborate with DPN Participants and Local Workforce Areas DPN personnel to ensure that DPN Services are provided in accordance with the DPN Participant’s IPE and the terms of this Contract.
- vii. DVR shall provide support and technical assistance to both DPN participants and local workforce areas on Accessibility and Assistive Technology
- viii. DVR shall complete the group authorization process as directed in the monthly program report instructions within the timelines required to ensure reimbursement back to the Local Workforce Areas and reliable data for Federal reporting purposes.

B. At the local level

- i. DVR shall identify a liaison to this Contract for the purposes of outreaching and identifying people with disabilities who are in need of services as early as possible to ensure information is made available about the purpose of vocational rehabilitation, eligibility requirements, application procedures, and the scope of vocational rehabilitation services available to eligible individuals.
- ii. DVR will collaborate with the Local Workforce Areas to carry out their respective roles and responsibilities related to the DVR process as identified in this Contract.
- iii. DVR will communicate monthly with DPN and workforce staff around caseload participants, status updates, and progression of service provision to support accurate Rehabilitation Service Administration reporting requirements.
- iv. DVR shall provide consultation and technical assistance to assist workforce areas in coordination of vocational rehabilitation services for people with disabilities.
- v. DVR will coordinate with DPNs to use, with proper releases in place, to the extent possible, assessment and other information for the purposes of eligibility determination, vocational planning and recording measurable skill gain.
- vi. DVR shall complete the authorization process as directed in the monthly program report instructions within the timelines required to ensure reimbursement back to the Local Workforce Areas.

When collaborating both parties, the Local Workforce Area DPN and DVR shall adhere to the current DVR/Local Workforce Areas Interagency Agreement and any subsequent, current Local Working Agreement and DVR as it pertains to services to all transitioning people with disabilities where applicable

## 6. REQUIRED CONTRIBUTIONS AND ALLOWABLE EXPENDITURES

- A. The Local Workforce Areas will contribute non-federal funds totalling 50% of the total value of this Contract to DVR during the Term of this Contract. This Contribution shall be divided and paid to DVR in the month prior to invoicing on a monthly basis on the 15th day of each month. If the 15th falls on a weekend or State holiday, the Contribution shall be paid to DVR the following Business Day. Upon receipt of the Required Contribution, DVR will obtain matching funds from the federal Rehabilitation Services Administration pursuant to 34 CFR 361.60(a).
- B. Pursuant to the terms of this Contract, DVR will reimburse the Local Workforce Areas for allowable expenditures incurred in connection with the provision of DPN Services by the Local Workforce Areas in an amount up to but not to exceed the Contract Maximum Amount shown on the Signature and Cover Page of this Contract.
- C. The categories of expenditures set forth below are generally allowable under DPN, if such expenditures are reasonable and allocable to the Local Workforce Areas's DPN program and comply with the United States Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200 (the "Uniform Guidance"), as applicable. To facilitate compliance with DPN Program invoicing requirements, DVR encourages the Local Workforce Areas to use State Fiscal Year contracts with all Local Workforce Areas DPN personnel.
- a. Indirect Costs: This expenditure category is the restricted indirect rate set by Local Workforce Areas for the Local Workforce Areas, which is expressed as a percentage of indirect costs to direct costs. The Local Workforce Areas may seek reimbursement for either:
- (a) its Indirect Costs at or below the restricted indirect rate set by Local Workforce Areas, or
  - (b) its Administrative Costs plus its Insurance Costs plus its Building and Equipment Rental Costs plus its Building Maintenance and Alteration Costs.
- b. Administrative Costs: This expenditure category includes administrative oversight, supervision and support costs that benefit DPN. Allowable expenditures may include the portion of the salary and benefits for Local Workforce Areas administrative personnel (such as the Workforce Director or Coordinator and their designees) attributable to the DPN program. The Local Workforce Areas may seek reimbursement for either:
- (a) its Indirect Costs at or below the restricted indirect rate set by Local Workforce Areas, or

- (b) its Administrative Costs plus its Insurance Costs plus its Building and Equipment Rental Costs plus its Building Maintenance and Alteration Costs.
- c. Building Maintenance and Alteration Costs: This expenditure category includes building maintenance and alteration costs incurred by the Local Workforce Areas relating to the Local Workforce Areas's DPN program. Allowable expenditures may include ordinary building and facility maintenance or alteration costs, including related moving expenses, attributable to the DPN program. Such costs must be allocated to DPN by a reasonable and appropriate allocation methodology. Capital improvement expenditures that increase the value of the building or facility are not allowable expenses under DPN. The Local Workforce Areas may seek reimbursement for either:
- (a) its Indirect Costs at or below the restricted indirect rate set by Local Workforce Areas, or
- (b) its Administrative Costs plus its Insurance Costs plus its Building and Equipment Rental Costs plus its Building Maintenance and Alteration Costs.
- d. Communication Costs: This expenditure category includes costs incurred by the Local Workforce Areas for DPN-related communications. Allowable expenditures may include costs incurred by the Local Workforce Areas to maintain contact with DVR, Local Workforce Areas, DPN Participants, employers of DPN Participants or other parties regarding the DPN program.
- e. Compensation for Personnel Services: This expenditure category includes allowable compensation paid to Local Workforce Areas personnel who spend 100% of their time working on the DPN program. Allowable expenditures may include such personnel's salary and benefits. The Local Workforce Areas shall certify to DVR at least once annually that all personnel included in this expenditure category have spent 100% of their time working on the DPN program.
- f. Office Supply Costs: This expenditure category includes costs incurred by the Local Workforce Areas to purchase office and other supplies necessary for DPN staff to conduct business. This includes furniture, computers, telephones, etc.
- g. Insurance Costs: This expenditure category includes the Local Workforce Areas's direct insurance costs related to DPN. The Local Workforce Areas may seek reimbursement for either:
- (a) its Indirect Costs at or below the restricted indirect rate set by Local Workforce Areas, or
- (b) its Administrative Costs plus its Insurance Costs plus its Building and Equipment Rental Costs plus its Building Maintenance and Alteration Costs.
- h. Community Outreach Costs: This expenditure category includes costs incurred by the Local Workforce Areas for community outreach activities related to DPN. Allowable costs may include fees for memberships (such as Chamber of Commerce memberships) related to DPN, speaking fees for speakers addressing DPN-related matters, and costs incurred by the Local Workforce Areas for community outreach and awareness.

- i. Materials and Supplies Costs: This expenditure category includes the Local Workforce Areas's costs for purchasing materials and supplies used to support DPN.
- j. Building and Equipment Rental Costs: This expenditure category includes building and equipment rental costs incurred by the Local Workforce Areas relating to the Local Workforce Areas's DPN program. To be allowable, such costs must be reasonable when compared to comparable local rental costs and available alternatives. Building space rentals charged at an hourly rate are not allowable. The Local Workforce Areas may seek reimbursement for either:
  - (a) its Indirect Costs at or below the restricted indirect rate set by Local Workforce Areas, or
  - (b) its Administrative Costs plus its Insurance Costs plus its Building and Equipment Rental Costs plus its Building Maintenance and Alteration Costs.
- k. Training Costs: This expenditure category includes costs incurred by the Local Workforce Areas for employee professional development related to DPN.
- l. Travel Costs: This expenditure category includes costs incurred by the Local Workforce Areas for travel in support of DPN. Allowable expenditures may include automobile rental costs, mileage reimbursement, passenger insurance, and special driver license costs incurred by the Local Workforce Areas for DPN-related travel, to the extent that such costs are allowable under § 200.474 of the Uniform Guidance.

The following categories of expenditures are generally **not allowable** under DPN:

- A. Costs incurred by the Local Workforce Areas related to the termination or retirement of DPN personnel, such as severance pay;
- B. Costs incurred by the Local Workforce Areas to purchase an automobile, even if such automobile is intended for use in connection with DPN;
- C. Building or facility capital improvement expenditures incurred by the Local Workforce Areas that increase the value of the building or facility;
- D. Building or space rental expenditures that are charged to the Local Workforce Areas at an hourly rate;
- E. Costs incurred by the Local Workforce Areas to purchase transportation for people with disabilities participating in Employment Services; and
- F. Other types of expenditures that are not included in the categories listed in Section 4(C) of this Statement of Work.

## 7. BUDGET

- A. The table shown below lists the Local Workforce Areas agreed-upon total and individual expenditure category line item budgets (the “Budget”) for the Term of this Contract.

<b><u>Individual Expenditure Category Line Items</u></b>	
<b>General Vocational Rehabilitation Services Expenditures</b>	
DPN Salary	\$54,406.00
DPN Fringe	\$20,674.00
Materials and Supplies	\$4,000.00
DPN Travel	\$2,500.00
Administrative Oversight, Supervision & Support Staff	\$34,617.00
Communication	\$800.00
Equipment Assistive Technology	\$2,000.00
Outreach & Professional Activities	\$1,000.00
DPN Training Cost	\$2,000.00
Insurance	\$800.00
Rental of Building & Equipment	\$5,500.00
<b>Total Budget:</b>	<b>\$128,297.00</b>
* The Local Workforce Areas may only seek reimbursement for its (a) Administrative Costs, (b) its Insurance Costs, (c) its Building and Equipment Rental Costs and (d) its Building Maintenance and Alteration Costs if it does not seek reimbursement for its Indirect Costs.	
** The Local Workforce Areas may only seek reimbursement for its Indirect Costs if it does not seek reimbursement for its (a) Administrative Costs, (b) its Insurance Costs, (c) its Building and Equipment Rental Costs or (d) its Building Maintenance and Alteration Costs.	

- B. The Local Workforce Areas may deviate from any of the Budget line items by a maximum of 10% over the entire Term of the Contract without prior approval from DVR. Notwithstanding the foregoing, the Parties may not exceed the Contract Maximum Amount shown on the Signature and Cover Page of this Contract without a formal amendment of this Contract.
- C. The Local Workforce Areas may deviate from any of the Budget line items by more than 10% over the entire Term of the Contract only with the prior, written approval of DVR. The Local Workforce Areas shall send all requests to deviate from any Budget line item by more than 10% in writing to DVR. Such requests shall specify the amount of the requested deviation and the reasons supporting the requested deviation. DVR will review and, in its discretion, approve or reject each such request in writing. Notwithstanding the foregoing, the Parties may not exceed the Contract Maximum Amount shown on the Signature and CoverPage of this Contract without a formal amendment of this Contract.



- D. Notwithstanding the foregoing, the Local Workforce Areas may not deviate from the Compensation for Personnel Services, Costs for Services and Related Services from Workforce staff for people with Disabilities Costs line items by any amount without the prior, written approval of DVR due to how dollars must be internally coded for federal reporting requirements.

## 8. COMPENSATION AND INVOICING

- A. The Local Workforce Areas shall invoice the State for allowable expenditures on a monthly basis. All monthly invoices should be emailed to DVR by the 15th day of the month following the month for which the invoice covers.
- B. If the Local Workforce Areas require additional time to submit any monthly invoice (including the final invoice), the Local Workforce Areas shall notify DVR's DPN contract manager in writing of the need for additional time as soon as possible and work with DVR to minimize the delay in invoicing. DVR shall determine, in its sole discretion, whether or not to grant the Local Workforce Areas an extension of time to submit an invoice.
- C. The Local Workforce Areas shall use the template invoice attached hereto as Exhibit D for all monthly invoices. All invoices shall be accompanied by a monthly expenditure report that breaks down the Local Workforce Areas into the individual Budget line items and such other supporting documentation as is requested by DVR.
- D. DVR reserves the right to reject in whole or in part any late or non-conforming invoices submitted by the Local Workforce Areas.
- E. The Local Workforce Areas may provide additional DPN Services in excess of the Contract Deliverables set forth herein, but will only be reimbursed for allowable expenditures up to the Contract Maximum Amount shown on the Signature and Cover Page of this Contract.
- F. The Office of the State Controller has implemented a policy to pay vendors via Electronic Funds Transfers (EFT) as part of the Colorado Governor's Executive Order D-2015-013 pertaining to greening efforts.
  - a. Reimbursement back to local workforce areas will happen through issuing direct deposit payments to vendors without the need for a paper warrant (check).

## 9. DATA RELEASE AND DATA SHARING

- A. Both agencies understand and agree that all Personally Identifiable Information as defined by State and Federal law and any other applicable data from either Agency under this Agreement is to be treated as confidential and all State and Federal regulations surrounding confidentiality are mutually binding as are both parties' privacy and security policies. This includes, but is not limited to:
  - a. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable, based on the classification of the data by either Agency. Such obligations may arise from:
    - i. Health Information Portability and Accountability Act (HIPAA)
    - ii. IRS Publication 1075
    - iii. Payment Card Industry Data Security Standard (PCI-DSS)
    - iv. FBI Criminal Justice Information Service Security Addendum

- v. CMS Minimum Acceptable Risk Standards for Exchanges
  - vi. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration
  - vii. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>
- B. Both Agencies shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to performance under this Agreement.
- C. Both Agencies shall allow each other reasonable access and shall provide information reasonably required to assess compliance with this Agreement and promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to designated representatives of the Agency or the State's Office of Information Security ("OIS").
- D. The DPN will be granted access to both Connecting Colorado and AWARE under the current Agency requirements and procedures for access. This includes appropriately executed Access Control Forms with necessary approvals as specified by the Agency's current procedures. The purpose of access to both systems will be to share relevant case information between the local Workforce and DVR Staff, based on the parameters of necessary signed Releases of Information, to facilitate the effective facilitation and sequence of services of the Agencies.

## EXHIBIT B, SAMPLE OPTION LETTER

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>County</b> Insert County's Full Legal Name	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx                      \$0.00 Extension Terms State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 State Fiscal Year 20xx                      \$0.00 Total for All State Fiscal Years              \$0.00	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option <hr/> <b>Contract Performance Beginning Date</b> Month Day, Year <hr/> <b>Current Contract Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p><b>STATE OF COLORADO</b>                  Jared S. Polis, Governor                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <hr style="width: 80%; margin-left: auto; margin-right: auto;"/> <p>By: Name &amp; Title of Person Signing for Agency or IHE</p>  <p>Date: _____</p>	<p>In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA, MBA, JD</b></p>  <p>By: _____                  Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p>  <p>Option Effective Date: _____</p>
--	--

## EXHIBIT C-PII CERTIFICATION

### STATE OF COLORADO THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between the State and County is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as “Covered Entity” and the County is referred to as “Business Associate”. Unless the context clearly requires a distinction between the Contract and this Agreement, all references to “Contract” shall include this Agreement.

### 1. Purpose

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information (“PHI”). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) enacted under the American Recovery and Reinvestment Act of 2009 (“ARRA”) Pub. L. No. 111-5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the “HIPAA Rules”) and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and all other applicable laws and regulations, all as may be amended.

### 2. Definitions

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, SubCounty, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

- a. **Business Associate.** “Business Associate” shall have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and shall refer to County.
- b. **Covered Entity.** “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and shall refer to the State.
- c. **Information Technology and Information Security.** “Information Technology” and “Information Security” shall have the same meanings as the terms “information technology” and “information security”, respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

### 3. Obligations and Activities of Business Associate

- a. **Permitted Uses and Disclosures.**
  - i. **Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.**
  - i. **To the extent Business Associate carries out one or more of Covered Entity’s obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.**

- ii. **Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:**
  - A. **the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;**
  - B. **the person notifies Business Associate of any Breach involving PHI of which it is aware.**
- iii. **Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.**
- b. **Minimum Necessary. Business Associate, its SubCountys and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).**
- c. **Impermissible Uses and Disclosures.**
  - i. **Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.**
  - ii. **Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.**
- d. **Business Associate's SubCountys.**
  - i. **Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any SubCountys who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.**
  - ii. **Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of SubCountys who have entered into any such agreement with Business Associate.**
  - iii. **Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with SubCountys.**
- e. **Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.**

- f. Access to PHI.** Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- g. Amendment of PHI.**
  - i.** Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
  - ii.** Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- h. Accounting Rights.** Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- i. Restrictions and Confidential Communications.**
  - i.** Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
    - A.** a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
    - B.** a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
  - ii.** Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.
  - iii.** Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- j. Governmental Access to Records.** Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- k. Audit, Inspection and Enforcement.**
  - i.** Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
  - ii.** Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable

**HIPAA Rules.** If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

**l. Appropriate Safeguards.**

- i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.**
- ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.**
- iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.**
- iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.**

**m. Safeguard During Transmission.**

- i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.**
- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.**

**n. Reporting of Improper Use or Disclosure and Notification of Breach.**

- i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.**
- ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.**
- iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.**
- iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.**



- o. Business Associate's Insurance and Notification Costs.**
  - i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:**
    - A. loss of PHI data;**
    - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and**
    - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.**
  - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).**
  - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.**
  - iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.**
- p. SubCountys and Breaches.**
  - i. Business Associate shall enter into a written agreement with each of its SubCountys and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such SubCountys and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such SubCounty or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.**
  - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.**
- q. Data Ownership.**
  - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.**
  - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.**
- r. Retention of PHI. Except upon termination of this Agreement as provided in Section 5 below, Business Associate and its SubCountys or agents shall retain all PHI throughout the term of**

**this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h above, for a period of six years.**

**4. Obligations of Covered Entity**

- a. Safeguards During Transmission.** Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.
- b. Notice of Changes.**
  - i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.**
  - ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.**

**5. Termination**

- a. Breach.**
  - i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.**
  - ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.**
- b. Effect of Termination.**
  - i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its SubCountys maintain in any form, and shall not retain any copies of such PHI.**
  - ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.**
  - iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.**

## 6. Injunctive Relief

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its SubCountys or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

## 7. Limitation of Liability

Any provision in the Contract limiting County's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

## 8. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

## 9. Certification

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or County shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

## 10. Amendment

- a. **Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.**
  - i. **In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.**
  - ii. **Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's SubCountys and agents that they shall adequately safeguard all PHI.**
  - iii. **Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.**
  - iv. **Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:**

- A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or**
- B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.**

- b. Amendment of Appendix. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.**

#### **11. Assistance in Litigation or Administrative Proceedings**

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, SubCountys, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, SubCounty's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, SubCountys or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

#### **12. Interpretation and Order of Precedence**

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

#### **13. Survival**

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

## APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract.

Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

### 1. Purpose

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as “Reserved” shall be construed as setting forth no additional terms.

### 2. Additional Terms

- a. **Additional Permitted Uses.** In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:
  - i. Reserved.
- b. **Additional Permitted Disclosures.** In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:
  - i. Reserved.
- c. **Approved SubCountys.** Covered Entity agrees that the following SubCountys or agents of Business Associate may receive PHI under the Agreement:
  - i. Reserved.
- d. **Definition of Receipt of PHI.** Business Associate’s receipt of PHI under this Contract shall be deemed to occur, and Business Associate’s obligations under the Agreement shall commence, as follows:
  - i. Reserved.
- e. **Additional Restrictions on Business Associate.** Business Associate agrees to comply with the following additional restrictions on Business Associate’s use and disclosure of PHI under the Contract:
  - i. Reserved.
- f. **Additional Terms.** Business Associate agrees to comply with the following additional terms under the Agreement:
  - i. Reserved.

## EXHIBIT E, FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS.

- 1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

### 2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. "Award" means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.1.1. Awards may be in the form of:

2.1.1.1.1. Grants;

2.1.1.1.2. Contracts;

2.1.1.1.3. Cooperative Contracts, which do not include cooperative research and development Contracts (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

2.1.1.1.4. Loans;

2.1.1.1.5. Loan Guarantees;

2.1.1.1.6. Subsidies;

2.1.1.1.7. Insurance;

2.1.1.1.8. Food commodities;

2.1.1.1.9. Direct appropriations;

2.1.1.1.10. Assessed and voluntary contributions; and

2.1.1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.1.2. Award *does not* include:

2.1.1.2.1. Technical assistance, which provides services in lieu of money;

2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

2.1.1.2.3. Any award classified for security purposes; or

- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Contract” means the Contract to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
  - 2.1.4.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 2.1.4.2. A foreign public entity;
  - 2.1.4.3. A domestic or foreign non-profit organization;
  - 2.1.4.4. A domestic or foreign for-profit organization; and
  - 2.1.4.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.5. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.6. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.7. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.8. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.9. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.13. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. “Subrecipient Parent Unique Entity ID” means the subrecipient parent organization’s Unique Entity ID that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.16. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 2.1.16.1. Salary and bonus;
  - 2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.17. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Contractor at <https://sam.gov/content/home>.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.



- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

**3. COMPLIANCE.**

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

**4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.**

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Prime Recipient, and shall update Contractor’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

**5. TOTAL COMPENSATION.**

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
- 5.1.2. In the preceding fiscal year, Contractor received:
- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

**6. REPORTING.**

6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

## 7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## 8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.

8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID + 4 if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient Parent Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## 9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

## 11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
  - 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
  - 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

## 12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract.

- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:

- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### 13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### 14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

14.3. There are no Transparency Act reporting requirements for Vendors.

**15. EVENT OF DEFAULT.**

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT F:

SAMPLE CUSTOMERSATISFACTION SURVEY

# Disability Program Navigator (DPN) Customer Satisfaction Survey

1. Which Workforce Center and DVR office did you or are receiving services

*Mark only one oval.*

- Arapahoe Douglas Works!/Aurora/Centennial DVR office
- Denver Workforce Services/Denver DVR office
- Jefferson County Business & Workforce Center /Golden DVR Office
- Adams County Workforce and Business Center/Northglenn DVR Office

2. Where did you hear about the DPN Program?

---

---

---

---

---

3. Did the Disability Program Navigator (DPN) help you connect to either Division of Vocational Rehabilitation or Workforce Center Services (i.e. training, transportation, or workshops)?

*Mark only one oval.*

- Yes
- No



4. Did the DPN help you connect to other services?

*Mark only one oval.*

- Yes
- No
- Other

5. If other services were provided, (i.e., housing, food assistance,) please list.

---

6. Were you satisfied with the DPN services you received?

*Mark only one oval.*

	1	2	3	4	5	
Poor	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Excellent

7. What Workforce and DVR services were the most beneficial?

---

8. Did you get a job?

*Mark only one oval.*

- Yes
- No
- N/A

9. If you didn't get a job, did you get what you were wanted out of the DPN services?

---

---

This content is neither created nor endorsed by Google.

**Google Forms**