

NON-PROCUREMENT DOCUMENTS ONLY
ROUTE THROUGH DOCUSIGN – NOT ORACLE

ROUTING COVER SHEET

Document Details	
Document Type	Revenue Contract
Parties	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Community Services Department
Division/Program	Community Justice
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact – <i>Name, email</i>	Amy Beckman / abeckman@bouldercounty.gov
Invoice Contact – <i>Name, email</i>	Monika Neal / mneal@bouldercounty.gov
Other Party Contact Information	
Name	Colorado Department of Public Safety
Mailing Address	Division of Criminal Justice, 700 Kipling St, Suite 1000, Lakewood, CO 80215
Contact – <i>Name, title, email</i>	Matthew Lunn / matthew.lunn@state.co.us
Term	
Start Date	7/1/2024
Expiration Date	6/30/2029
Brief Description of Work/Services Provided	
Contract exists so that local corrections boards can subcontract with local facilities for the purpose of rendering residential, non-residential, and specialized services.	
Revenue Contract/Lease Details	
Amount	Determined Yearly by Long Bill
Fixed Price or Not-to-Exceed?	Not-to-Exceed
Grant Details	
Award # (if any)	
Signature Deadline	
Project/Program Name	
Project/Program Start Date	
Project/Program End Date	
Capital or Operating?	
Grant Funding	
Amount: Federal Funds	
Amount: State Funds	
Amount: Other (specify)	
Amount: Match (dollars)	
Amount: Match (in-kind)	
Total Project Budget	
Account String	
Federally Funded Grants	
Federal Program Name	
CFDA #	
Subrecipients	
Name(s)	
Services to be Provided	
Subaward Amount	

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Subcontractors	
Name(s)	
Services to be Provided	
Subcontract Amount	
File Net Contract Details - Details should precisely match search variables in File Net (Only required where Original Agreement is stored in File Net)	
Other Party Name	
Start Date	
End Date	
Amount	
Notes	
<i>Additional information not included above</i>	
Application or Signature Deadline May 5 th , 2024	
Funds are not allocated 5 years at a time. The Option Allocation letter will be used to allocate funds each year once the Long Bill has been signed by the Governor.	

DocuSign Approvals (Initials): Drop **initial tags** for each of the required approvers below

 CAP **Paralegal** [ONLY FOR: Revenue Contracts]
 Use email: CAParalegalsDTC@bouldercounty.org

 VR **County Attorney** [ONLY FOR: Revenue Contracts, Leases, Grant Documents]
 Use email: ca@bouldercounty.org

 Risk Management [ONLY FOR: Leases]
 Use email: mtusinski@bouldercounty.org

 Finance [ONLY FOR: Leases, Grant Documents]
 Use email: jcfischer@bouldercounty.gov

 RB **EO/DH** [ONLY FOR: BOCC-Signed Documents]

STATE OF COLORADO CONTRACT

COVER PAGE

State Agency Colorado Department of Public Safety	Contract Number #190701		
Contractor Boulder County Board of Commissioners	Contract Performance Beginning Date The later of the Effective Date or July 1, 2024		
Contract Maximum Amount Funds are not allocated 5 years at a time. The Option Letter (Exhibit B) will be used to allocate funds each year once the Long Bill has been signed by the governor.	Initial Contract Expiration Date June 30, 2029		
	Contract Authority Authority to enter into this contract exists in Title 17, Article 27, Section 103 and Title 18, Article 1.3, Section 301 C.R.S. as amended and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.		
Contract Purpose Contract exists so local corrections boards can subcontract with local facilities for the purpose of rendering residential, non-residential and specialized services to offenders.			
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> 1. Exhibit A – Statement of Work 2. Exhibit B – Sample Option Letter 3. Exhibit C – PII Certification 4. Exhibit D – HIPAA Business Associate Agreement 5. Exhibit E – Community Corrections Standards 6. Exhibit F – Sample Community Corrections Information and Billing Invoice 7. Exhibit G – Sample Board Financial Report 8. Exhibit H – Board Resolution 9. Exhibit I – Basic Operation Requirements of Community Corrections Providers <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> 1. Exhibit D, HIPAA BAA 2. Colorado Special Provisions in §18 of the main body of this Contract. 3. The provisions of the other sections of the main body of this Contract. 4. Exhibit A, Statement of Work. 5. Exhibit C, PII Certification 6. Exhibit B, Sample Option Letter. 			
Principal Representatives <table border="0"> <tr> <td> For the State: Matthew M. Lunn, Director Division of Criminal Justice 700 Kipling Street, Suite 1000 Lakewood, CO 80215 Matthew.Lunn@state.co.us </td> <td> For Contractor: Monica Rotner Boulder County Community Corrections Board P.O. Box 471 Boulder, CO 80306 mrotner@boldercounty.gov </td> </tr> </table>		For the State: Matthew M. Lunn, Director Division of Criminal Justice 700 Kipling Street, Suite 1000 Lakewood, CO 80215 Matthew.Lunn@state.co.us	For Contractor: Monica Rotner Boulder County Community Corrections Board P.O. Box 471 Boulder, CO 80306 mrotner@boldercounty.gov
For the State: Matthew M. Lunn, Director Division of Criminal Justice 700 Kipling Street, Suite 1000 Lakewood, CO 80215 Matthew.Lunn@state.co.us	For Contractor: Monica Rotner Boulder County Community Corrections Board P.O. Box 471 Boulder, CO 80306 mrotner@boldercounty.gov		

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the Party authorizing his or her signature.

<p align="center">CONTRACTOR Boulder County Board of Commissioners</p> <p>_____</p> <p align="center">By: Amy Stolzmann, Chair</p> <p align="center">Date: _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Colorado Department of Public Safety</p> <p>_____</p> <p align="center">By: Matthew M. Lunn, Director</p> <p align="center">Date: _____</p>
<p align="center">2nd State or Contractor Signature if Needed</p> <p>_____</p> <p align="center">Attest: Matthew Ramos, Clerk to the Board</p> <p align="center">Date: _____</p>	<p align="center">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By: _____</p> <p align="center">Assistant Attorney General</p> <p align="center">Date: _____</p>
<p align="center">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.</p> <p align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p align="center">By: _____</p> <p align="center">Effective Date: _____</p>	

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1. PARTIES

This Contract is entered into by and between Contractor named on the Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State”). Contractor 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 Contractor 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 Contractor 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 Chief Procurement Officer 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 Contractor 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 of Contract by Contractor, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Contractor 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, Contractor 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 Contractor 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 Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of Contractor’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor 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. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor 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, C.R.S. 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. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor’s Work that is intended to be delivered to the State by Contractor.
- 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. **“End of Term Extension”** means the time period defined in **§2.D**.
- K. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- L. **“Extension Term”** means the time period defined in **§2.C**.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

- N. **“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 Records 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.
- O. **“Initial Term”** means the time period defined in §2.B.
- P. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- Q. **“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.
- R. **“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.
- S. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor 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 Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, 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 the 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. **“Subcontractor”** means any third party engaged by Contractor to aid in performance of the Work.
- Y. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.

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**

Contractor 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 Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. **PAYMENTS TO CONTRACTOR**

A. **Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor 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 Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Contractor 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 Contractor 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 Contractor 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 of 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. Contractor 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 Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor'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 Contractor 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 Contractor 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 Contractor 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. Semi-annual Financial Board 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, Contractor shall submit, on a semi-annual basis, a financial report specifying expenditures based on quarterly administrative payments made to the board. Such report shall be in accordance with the procedures developed and prescribed by the State. Financial reports shall be submitted to the State not later than five Business Days following the end of December and June or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor 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 Contractor's ability to perform its obligations under this Contract, Contractor 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., Contractor 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 Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor 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 Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor 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 Contractor 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

Contractor shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor'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, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

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

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor 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. Contractor 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 Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors 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. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors 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 Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Contractor shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Contractor shall provide the State with access, subject to Contractor'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, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor 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 Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall be

responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor 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 adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors 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 Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor 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. Contractor 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., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, 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 Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit C on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit C shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Contractor 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 Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor'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

Contractor 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, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor's obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor 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 Contract.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor 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

Contractor shall obtain and maintain, and ensure that each Subcontractor 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 shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

B. General Liability

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

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. 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.

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. 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 Contractor and Subcontractors.

H. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

I. Cancellation

The above 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 Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

J. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, 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. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor

shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor 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, Contractor 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 section.

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 Contractor 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 Contractor 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 of Contract

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor 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, Contractor 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, Contractor 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, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor 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 Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor'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, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor 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 Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor 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 Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor'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 Contractor's employees, agents, or Subcontractors 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, Contractor shall, as approved by the State **(i)** secure that right to use such Work for the State and Contractor; **(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. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, 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 Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor 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, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor'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 Contractor 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.

Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, all State Records, 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 information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

B. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor 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 Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor 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 Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor 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"). Contractor'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

Contractor'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 Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State

a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor 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 Contract 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. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

L. 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.

M. Survival of Certain Contract Terms

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

N. 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 Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. 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.

P. 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.

Q. 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.

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

Contractor 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 Subcontractors 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.

T. Indemnification

i. General Indemnification

Contractor 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 Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor 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 Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Contractor 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 Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

iv. **Accessibility Indemnification**

Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, 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 Contractor’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 the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

U. **Accessibility**

- i. Contractor 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 the Governor’s Office Of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Contractor 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 Contractor’s compliance to the State’s Accessibility Standards to be determined by a third party selected by the State to attest to Contractor’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 the Office of Information Technology 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 CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor 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 Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor 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.

Contractor 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 Contractor harmless; requires the State to agree to binding arbitration; limits Contractor'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. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor 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. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any

manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

STATEMENT OF WORK

Exhibit A

I. Responsibilities of the Contractor:

A. Approval. The Contractor shall ensure that the community corrections services are provided through programs approved by the local community corrections board in their jurisdiction and operating pursuant to Title 17, Article 27, and Section 18-1.3-301, C.R.S., as amended.

B. Board Types and Responsibilities.

The community corrections board, or the unit of local government that established the board, may be allocated up to five percent (5%) of the total original allocation for administrative purposes, contingent upon the legislative appropriation for board administrative funds. On and after July 1, 2014, through June 30, 2015, boards shall be allocated up to five percent (5%) of the total original allocation for administrative purposes. On and after July 1, 2015 and through the remaining Contract period, board allocation for administrative funds shall be dependent upon the prior year's performance as measured herein. The following functions are required to be eligible for administrative funds as described below:

- 1) Type 1 boards shall be eligible for up to three percent (3%) of administrative funds upon demonstration of the following services and functions:
 - (a) Screen offender referrals for placement in a residential community corrections facility.
 - (b) Administer contracts with approved service providers
 - (c) Administer payments to subcontractors
 - (d) Provide formal education and training to board members
 - (e) For Type 1 boards subcontracting with a program within their jurisdiction, provide an annual written report to the State that documents the frequency and measurements of the above administrative functions
- 2) Type 2 boards shall be eligible for up to four percent (4%) of administrative funds upon demonstration of the following services and functions:
 - (a) All Type 1 board services and functions, AND
 - (b) In coordination with state and local agencies, monitor community corrections programs within the jurisdiction of such board with each of the following:
 - (i) Respond to and investigate complaints, critical incidents, or citizen inquiries
 - (ii) Enforcing provider corrective action plans to achieve compliance with Standards
 - (c) Educate and train communities and local officials or criminal justice agencies about community corrections structure and programming
 - (d) Visit each program subcontracted with within the jurisdiction in person, quarterly at minimum, for the purpose of interacting with program staff and clients
 - (e) Provide an annual written report to the State that documents the frequency and measurements of the above administrative functions

- 3) Type 3 boards shall be eligible for up to five percent (5%), contingent upon available appropriations of administrative funds, upon demonstration of the following services and functions:
 - (a) All Type 1 board services and functions; and
 - (b) All Type 2 board services and functions; and
 - (c) In coordination with state and local agencies, monitor community corrections programs within the jurisdiction of such board with each of the following:
 - (i) Oversee compliance with federal, state and local standards
 - (ii) Provide written reports of program compliance with the Colorado Community Corrections Standards using a state-approved audit process
 - (d) Collaborate with the state agencies to improve and advance community corrections programming
 - (e) Provide an annual written report to the State that documents the frequency and measurements of the above administrative functions

- C. Reports. The Contractor, and its subcontractors, shall provide timely, prompt, and accurate reports as are or may be required by the State, Colorado Department of Corrections (DOC) or the State Judicial Branch (SJB) during the period of the Contract, which include but are not limited to statistical reports, caseload data, required entries into the Community Corrections Information and Billing (CCIB) computer system, Survey Questionnaires and other records documenting the types of services provided and the identity of the individual offenders receiving such services. Computerized termination forms and related offender data must be completed by program staff, as prescribed by the State, for each offender served, and shall be completed in accordance with the requirements of the State.

- D. Method of Billing. The Contractor shall bill the State for services provided in such form and in such manner as the State may require.
 - 1) The per diem rate for each program will be set at the start of the fiscal year based upon the Colorado Long Bill as established by the Colorado General Assembly and the program's performance on performance-based contracting metrics as determined by the performance-based contracting model.
 - 2) The *billing period* shall be the first day of each month to the last day of each month.
 - 3) The contractor shall submit bed expenditure bills to the State no later than the 10th day of the month following the end of the *billing period* or as required in Section I - J(4).
 - 4) The contractor shall submit Correctional Treatment Funds bills to the State no later than the 15th of the month following the end of the *billing period* or as required in Section I - J(4).
 - 5) Billing shall be submitted through the Community Corrections Information and Billing system and/or, at the sole discretion of the State, on a Community Corrections Billing form provided to the Contractor by the State for that purpose. The State reserves the

right to modify billing procedures.

- 6) The Contractor shall send the Colorado Community Corrections Month-End Expenditure Form, sample form attached hereto and incorporated by reference as Exhibit "D", within thirty (30) days of the end of each month.
- 7) The Contractor shall report the total billable program costs to the State within five (5) days after the end of the fiscal year. The State may require the Contractor to provide an estimate of final year-end expenditures any time within sixty (60) days prior to the end of the fiscal year.
- 8) The Contractor agrees to attempt to use funds on an approximately equal quarterly basis, unless authorized by the State. If actual quarterly expenditures are less than the quarterly advance by more than twenty percent (20%), subsequent quarterly payments may be reduced accordingly.

E. Subcontract.

- 1) The Contractor may subcontract for community corrections services with any private agency or unit of local government for the purpose of rendering services to offenders, provided, however, that any subcontractors shall comply with the terms and provisions of this Contract and all applicable sections of Title 17, Article 27, and Section 18-1.3-301, C.R.S., as amended. The Contractor shall include all requirements of this Contract in all subcontracts with programs.
- 2) Copies of all subcontracts shall be provided to the State within ninety (90) days following the beginning of the fiscal year or within ninety (90) days following the addition or replacement of a new subcontractor. No payment shall be authorized unless the appropriate subcontract has been executed and the services specified in the approved subcontract have actually been provided.
- 3) All subcontractor responsibilities shall be the responsibility of the Contractor if the State is contracting directly with a community corrections program that provides services and supervision for offenders.

II. Contractor oversight of Subcontractor(s)/Program(s)

A. Standards (Exhibit E) and Basic Operational Requirements (Exhibit I)

- 1) The Contractor shall ensure that its subcontractors meet, maintain and comply with all applicable guidelines or standards as provided in Title 17, Article 27, and Section 18-1.3-301, C.R.S., as amended, and the "Colorado Community Corrections Standards", as revised or amended, attached, marked as Exhibit "E" and incorporated herein by reference. Non-compliance with Standards may result in:

(a) Reduction of services via an executed Option Allocation Letter.

- (b) Implementation of a Corrective Action Plan. The State may require Contractor to develop a Corrective Action Plan using the services of a professional consultant with subject matter expertise in Colorado community corrections. The consultant must be approved by the State. The consultant services shall be at the expense of the Contractor;
 - (c) Implementation of a Probationary period in combination with a Corrective Action Plan (see above). A Probationary period will result in a loss of any earned performance-based contracting funding for the duration of the Probation;
 - (d) Implementation of an increased staffing pattern that ensures adequate offender supervision and provision of Services;
 - (e) Cessation of offender placements in the program;
 - (f) Execution of a competitive bid process, coordinated with the local community corrections board, to consider alternate program providers;
 - (g) Termination of this Contract for breach;
- 2) Conformance with Law: The Contractor and its subcontractor(s) shall at all times during the term of this Contract adhere to all applicable federal laws, state laws, local laws, health, safety, fire, building, and zoning requirements as they currently exist and may hereafter be amended. Without limitation, these laws and regulations include:
- (a) *Victim Rights Act.* The Contractor shall ensure that its subcontractors comply with Section 24-4.1-302.5, Section 24-4.1-303 and Section 24-4.1-304 C.R.S., as amended, commonly known as the Victim Rights Act, and enabling legislation.
 - (b) *Americans with Disabilities Act.* The Contractor shall ensure that its subcontractors comply with all applicable titles of the Americans with Disabilities Act (Public Law 101.336) and submit documentation as required by the State to demonstrate compliance with this Act. The contractor shall assure that subcontractors demonstrate compliance by ensuring that reentry services are both architecturally and programmatically accessible
 - (c) *Prison Rape Elimination Act.* The contractor shall ensure that its subcontractors comply with community confinement standards of the Prison Rape Elimination Act (United States Department of Justice - DOJ 28 CFR Part 115).
 - (d) *Medication-Assisted Treatment (MAT).* The Contractor shall ensure that its subcontractors comply with CRS 17-27-104 (12) by ensuring the community corrections program develop protocols to identify withdrawal symptoms, determine whether a medical referral is needed and ensure individuals have access to appropriate medical professionals as necessary, and ensuring the community

corrections program provides medication-assisted treatment or assists the individual with accessing a community-based medication-assisted treatment provider.

(e) *Sex Offender Management Board: Memorandum of Understanding.* Pursuant to C.R.S. § 16-11.7-106(8), The Contractor shall ensure its subcontractors enter into this MOU to collaborate with the SOMB in developing procedures to hold accountable supervising officers who fail to follow SOMB guidelines and standards.

(f) *Financial Audits of the Community Corrections Programs.* Pursuant to SB 23-242, The Contractor shall ensure its subcontractors comply with all third-party financial audits and all requests associated with this audit.

- 1) Client Files. The Contractor shall ensure that it and its subcontractors maintain individual files for each offender participating in their program as required by DOC/SJB. The individual files shall be maintained in a secure area, in a locked file cabinet or safe. Such files and criminal history records shall be maintained and disseminated pursuant to federal and state regulations.
- 2) Fugitive Reporting System. Pursuant to Section 17-27-104(11), C.R.S., the Contractor shall ensure that any probable escape of any offender funded pursuant to this Contract is reported by program staff providing services through this Contract in the manner prescribed by the State.
- 3) Supervision of Offenders. The Contractor shall ensure that its subcontractors provide 24-hours-a-day, seven-days-a-week staff supervision of the offenders assigned to the residential facility as specified in the “Colorado Community Corrections Standards”.
- 4) Reimbursement by Client.
 - (a) *Program Fees* - Any fees assessed to offenders must be approved in advance by the State and the local community corrections board. This excludes voluntary and incidental expenditures by offenders that do not constitute fees that are universally assessed to all offenders.
- 5) Absence Due to Arrest. The Contractor shall ensure that its subcontractors notify DOC/SJB immediately if they know an offender has been arrested and/or is in the custody of federal, state or local authorities. The State shall compensate the Contractor at full rate for the day the offender is arrested, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for maintaining the availability of a bed during the offender’s absence.
- 6) Unauthorized Absence. The Contractor shall ensure that when an offender is discovered to be absent from an approved location or activity without authorization, the subcontractor shall keep the offender’s bed available for a period not to exceed one (1) day during the offender’s unauthorized absence if DOC/SJB notifies the subcontractor that it does desire to have the bed kept available. The State shall compensate the

Contractor at full rate only on the day the offender escapes.

- 7) Access to Medical Services. Policy and procedures of the subcontractor shall specifically prohibit any restriction or constraint of offenders' movements or efforts to attend to their legitimate medical or dental needs. If a medical emergency occurs, the Contractor shall ensure that its subcontractors immediately notify the referring agency. The State shall compensate the Contractor at the full rate of the day an offender is placed in a hospital, and at fifty percent (50%) of the regular per diem rate for up to seven (7) days for holding a bed available during the hospitalization of an offender, unless the referral agency notifies the subcontractor otherwise.
- 8) Emergency Disaster Management Plan (EDMP). The Contractor shall develop and maintain, with its subcontractor(s), an Emergency Disaster Management Plan that provides a contingency response in the event of a disaster or other emergency for all residential and non-residential offenders under the supervision of the subcontractor(s). The EDMP plan shall include a specific plan for registered sex offenders that is consistent with conditions of sex offender supervision and registration requirements. The EDMP shall provide a plan for transportation, housing, and supervision of offenders in the event of fire, flood, weather event, mandatory evacuation or other man-made or natural disaster.
- 9) Notification of Ownership Changes (Governmental Entities Exempt).
 - (a) The Contractor shall ensure that its subcontractors notify the State in writing within thirty (30) days after becoming aware that a change in its ownership has occurred, or is certain to occur. The Contractor shall also ensure that its subcontractors notify the State in writing within thirty (30) days whenever changes to asset valuations or any other cost changes have occurred, or are certain to occur, as a result of a change in ownership.
 - (b) The Contractor shall ensure that its subcontractors:
 - (i) Provide the Contractor with a transition/continuity plan regarding supervision of clients, transfer of client records and staffing plan;
 - (ii) Maintain current, accurate and complete inventory records of assets and their costs;
 - (iii) Provide the State or designated representative ready access to the records upon request;
 - (iv) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the subcontractor's ownership changes; and

(v) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each subcontractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirements of the State.

10) Additional Services. The Contractor shall ensure that its subcontractors obtain prior written approval from the State before providing any billable services or evaluations that would exceed the Contract Maximum Amount listed on the Cover Page of this Contract. If services are performed by the Contractor that exceeds the Contract Maximum Amount on the Cover Page or any subsequently issued Option Letter, the State shall not be liable for reimbursement. Should additional funding become available, the State may, at its discretion, choose to authorize more services by means of an Option Letter.

III. Responsibilities of the State:

A. Payment for Services.

- 1) The State agrees to advance funds on a quarterly basis to the Contractor in accordance with the Option Allocation Letter subject to compliance with the provision of the Contract.
- 2) During the term of the Contract, upon receipt of proper billings from the Contractor as provided in paragraph J. herein, payment shall be offset against advances up to a maximum total payment as specified in Exhibit "B".
- 3) Reimbursement will not be allowed for the first day of an offender's participation in a program, but shall be allowed for the last day of an offender's participation. The day an offender transfers from Residential to Non-Residential status, reimbursement will be made at the residential daily rate, but shall not be made for non-residential expenses. The day an offender transfers from Non-Residential to Residential status, reimbursement will be made for Non-Residential expenses, but shall not be made for the residential daily rate.
- 4) Semi-annual reports summarizing each quarter's administrative expenditures within each option category shall be provided to the State no later than January 31 and July 30 of each year. The contractor shall submit additional expenditure reports if requested by the State. The Contractor shall use the Colorado Community Corrections Quarterly Administrative Expenditures Summary form, attached hereto, and incorporated by reference as Exhibit "G".
- 5) Contractors shall keep financial records documenting the receipt and expenditure of all administrative funds and maintain these records for a period of seven (3) years following the Contract period.
The Contractor or employees of the Contractor who have responsibility for receipt and/or disbursement of money under this Contract shall be bonded or insured to the

value of the total allocation in Exhibit "B". Documentation of such bonding or insurance shall be forwarded to the State prior to the disbursement of Contract funds.

- 6) The Contractor shall use no more than three percent (3%) of their total residential diversion allocation for condition of probation clients. This may be waived or modified, all or in part, by the State upon request by the Contractor.
 - 7) The Contractor may request funds to supplement the allocations of this Contract, under circumstances defined by the Office of State Planning and Budgeting. All requests for supplemental funds are subject to review by the executive and legislative branches of the State and are subject to the provisions of the Reallocation Letter.
 - 8) Reimbursement may be allowed for any additional programmatic funding approved by the Legislature.
- B. Payment for Travel. The State shall reimburse the Contractor for travel at the rate allowed by State Fiscal Rules, when such travel is requested by DOC or approved by the State for the purpose of transporting offenders. The Contractor agrees that all travel to DOC correctional facilities shall be coordinated by DOC prior to the Contractor being reimbursed. The Contractor shall provide the State with monthly travel reports setting forth the date of travel, mileage, destination and offenders transported. Reimbursement for mileage shall be made from the residential transition allocation listed in Exhibit "B." Payment shall be made by the trip, not for each individual offender.
- C. Payment for Leave of Absence. The State shall pay for the following leaves of absence at the full per diem rate, when authorized and approved by DOC or SJB:
- 1) "Pass or furlough" based on a privilege to leave the facility to an approved location for up to forty-eight (48) hours.
 - 2) "Off-grounds leave" for the purpose of which is to conduct a hearing or assessment regarding the continuation of the offender in community corrections, for a maximum allowable period of three (3) days.
 - 3) "Emergency leave" caused by and limited to a serious life-threatening incident in the offender's immediate family, subject to a maximum period of seven (7) days, to be reimbursed at fifty percent (50%) of the regular per diem rate.

Glossary: Board Type Responsibilities

Type 1, 2 and 3

- Provide formal education and training to board members (to include review committee members)
 - **Board Members:** min 4 hrs/year per member on criminal justice related topics with 2+ of the 4 hours specific to community corrections
 - **Board Staff:** min 10 hrs/year per board staff (pro-rate hours for part time staff) on criminal justice related topics
 - Training resources may be internal or external, which could include: new member or staff onboarding, board member or staff facilitated training, on the job (OTJ) criminal justice related training, conference sessions, Division of Criminal Justice training, provider or stakeholder training, webinars or other online learning sessions, etc. Routine meeting agenda items are not defined as formal education or training.
 - If the trainer is a board member or board staff in need of training hours, they may receive training attendance credit the first time they teach each unique topic.
- Please account for each Board Member and Board Staff and document the training received, including such things as: topic(s), number of members or staff receiving the training, number of training hours, training source, etc.*

Type 2 and 3

- In coordination with state and local agencies, monitor community corrections programs within the jurisdiction of such board with each of the following:
 - Respond to and Investigate Complaints, Critical Incidents, and Citizen Inquiries
Please describe the work done, including: a breakdown into categories (e.g. PREA, medical/COVID, client death, new crime, standards violation, etc.), how many of each were received, how many were investigated and the outcome of the investigation.
 - Enforce provider Corrective Action Plans (CAP) for Standard compliance
If a CAP was issued as a result of an audit, evaluation or known standard violation, please describe the basis for the CAP, including the auditing entity and the CAP issuer, and how your Board handled it/them, including such things as: what monitoring was done, how results of the enforcement (compliance) were measured, what technical assistance was provided, if this was a collaborative effort with DCJ, next steps if the CAP was not resolved satisfactorily, etc.
- Educate and train communities and local officials or criminal justice agencies about community corrections structure and programming
Recipients of your training could include: Judges, Probation and Parole Officers, DOC, DA's and Public Defender offices, elected officials, criminal justice students/educators, etc.
Please describe what was provided, including such things as: topic(s), organizations/people receiving your training, approximate number of people receiving the training, number of hours provided, training/coaching/support services to provider staff, collaboration with subject matter experts for training delivery, unsuccessful attempts at getting this done, etc.
- Type 2 boards [board staff and/or board member(s)] will go to each program in their jurisdiction in person, quarterly, at minimum, for the purpose of interacting with program staff and clients, to include opportunities to help meet Type 2 requirements (e.g. investigate a complaint or concern, enforce a corrective action plan as a result of an audit, provide or receive training, etc.).
Please provide the date and a description of the activities that were conducted for each on-site visit.

Type 3

- In coordination with state and local agencies, monitor community corrections programs within the jurisdiction of such board with each of the following:
 - Oversee compliance with federal, state, and local Standards
Please describe what involvement your board had in such compliance activities as: attendance at pre-conference/entrance meetings, participation in a PACE (Program Assessment for Correctional Excellence) evaluation, Core Security audit, scope of work audit or other monitoring of Standards, attendance at report out meetings, etc.
 - In any year a PACE or Core Security audit is not conducted by OCC, the board will conduct program audits or evaluations and provide written reports of program compliance with the Colorado Community Corrections Standards using a state-approved audit process.*
Please describe program auditing or evaluating activities conducted by the Board (not including those conducted by OCC) and include documentation of: reviews/audits of standards, contract requirements, follow-up on state audit results, areas of non-compliance, etc.
**State-Approved Audit Process = assessment methods that closely mirror state processes or face valid measures where applicable.*
 - Collaborate with the State Agencies to Improve and Advance Community Corrections Programming
Please describe your Board's involvement with/participation in such things as: CACCB meetings, criminal justice conferences, Standards work groups, HB 18-1251 meetings, stakeholder work groups, discussion participation re: practices/standards/statutes, DOC Case Manager trainings, collaboration in providing training, sharing resources/knowledge/experience with other boards/referring agencies/stakeholders, board membership that has an impact on community corrections, out-reach/in-reach efforts with referring agencies and stakeholders, other working groups/committees/subcommittees, etc.
- Type 3 boards [board staff and/or board member(s)] will go to each program in their jurisdiction in person, quarterly, at minimum, for the purpose of interacting with program staff and clients, to include opportunities to help meet Type 3 requirements (e.g. investigate a complaint or concern, enforce a corrective action plan as a result of an audit, provide or receive training, participate in a PACE or Core Security Audit, conduct audits in an off-cycle year, follow up on non-compliant areas, engage in technical assistance from OCC for any of the above activities, etc.).
Please provide the date and a description of the activities that were conducted for each on-site visit.

EXHIBIT B, SAMPLE OPTION LETTER

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

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____	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. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Option Effective Date: _____
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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, Ashley Stolzmann, on behalf of Boulder County (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: Ashley Stolzmann

Title: _____

Date: _____

EXHIBIT D - HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) between the State and Contractor 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 Contractor 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, Subcontractor, 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 Contractor.
- 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 Subcontractors 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 Subcontractors.
 - i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors 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 Subcontractors 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 Subcontractors.
- 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. Subcontractors and Breaches.
- i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors 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 Subcontractor 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 Subcontractors 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 Subcontractors 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 Subcontractors 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 Contractor'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 contractor 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 Subcontractors 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, Subcontractors, 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, Subcontractor'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, Subcontractors 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.

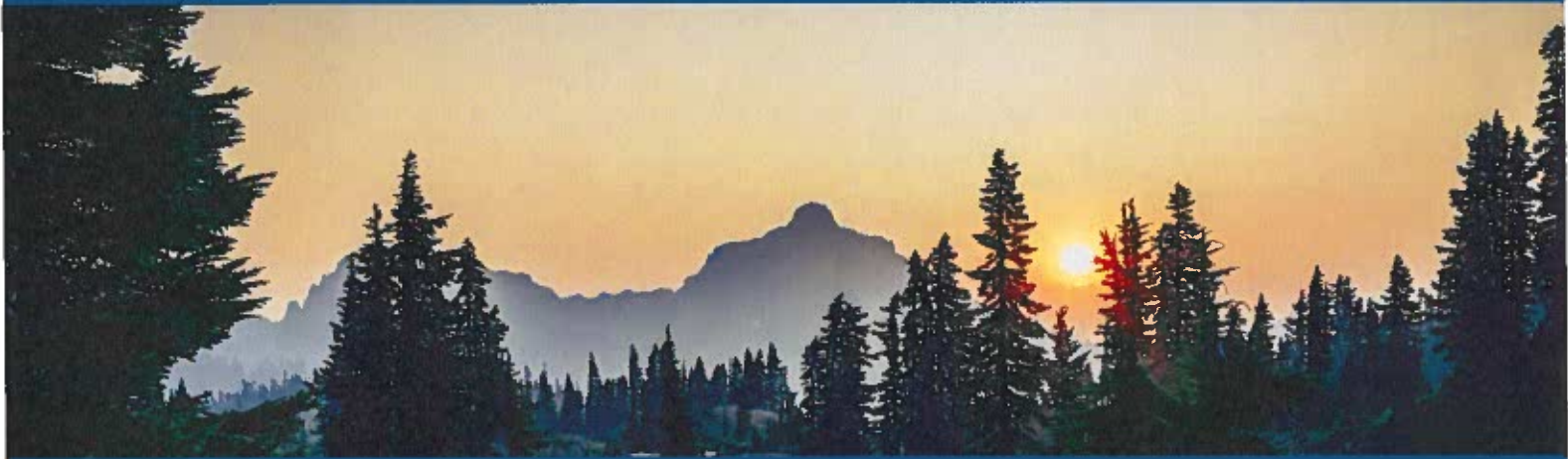
2. Additional Terms

- 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 Subcontractors. Covered Entity agrees that the following Subcontractors 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

Colorado Community Corrections Standards

<https://drive.google.com/file/d/1fV2YON0ZwJMvefMHQSS3gANZlwWfXQn8/view>



State of Colorado
Department of Public Safety
Division of Criminal Justice
Office of Community Corrections

700 Kipling Street, Suite 1000
Denver, Colorado 80215
dcj.colorado.gov/dcj-offices/office-of-community-corrections



COLORADO
Division of Criminal Justice
Department of Public Safety



Division of Criminal Justice
Community Correction Information & Billing

Service Invoice - Base

Invoice #: **B2403-000157**

Invoice Total:

Total Service Days: **93**

Period: **March 2024**

Program:

Service Type: **Residential**

Judicial District:

Program Approval Status

Approved

JD Approval Status

OCC Approval Status

Diversion

Last Name	First Name	Activity	Start	End	Days	Rate	Cost
		Service			31	\$70.39	\$2,182.09
		Service			31	\$70.39	\$2,182.09
		Service			31	\$70.39	\$2,182.09
Subtotal					93		\$6,546.27

Exhibit F CCIB Billing Statement

EXHIBIT G BOARD ADMINISTRATIVE FINANCIAL REPORT

PREPARED BY:		JUDICIAL DISTRICT:	
TITLE: Community Corrections Financial Expense Report		FISCAL YEAR: From _____ To _____	
DATE PHONE _____		TYPE OF REPORT (CHECK ONE) 1 st & 2 ND Quarter (Jul – Dec) 3 rd & 4 th Quarter (Jan – Jun)	
Administrative Allocation - Balance Forward from Previous Year:			\$
Administrative Allocation - Amount Received to Date:			\$
Administrative Allocation - Total Expenditures			\$
CATEGORY	EXPENDITURES		
	A July through December	B January through June	E TOTAL TO DATE (A+B)
Personnel			
Supplies & Operating			
Travel			
Equipment			
Indirect Costs			
Consultants and Professional Services			
TOTALS			

REQUIRED SIGNATURE: I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures are for the purpose set forth in the contract documents.
Person completing the form

Signature

Date:

SUBMIT SIGNED FORM, WITH ORIGINAL SIGNATURE, TO DCJ NO LATER THAN 30 DAYS AFTER THE END OF EACH SEMI-ANNUAL REPORT . ALL SPREADSHEET DOCUMENTATION MUST BE SUBMITTED WITH THE FINANCIAL EXPENSE REPORT.

RESOLUTION NO. 2014-33

A RESOLUTION CONFIRMING AND RATIFYING THE FORMATION AND CREATION OF THE BOULDER COMMUNITY CORRECTIONS BOARD ("BCCB") AND DELEGATING AUTHORITY TO THE BCCB TO ACT AS A COMMUNITY CORRECTIONS BOARD FOR THE 20TH JUDICIAL DISTRICT/BOULDER COUNTY CRIMINAL JUSTICE SYSTEM

WHEREAS, Article 27 of Title 17 of the Colorado Revised Statutes authorizes the establishment of community corrections programs to provide a broad range of correctional options for offenders, specifically provides for participation by local units of government in the creation and operation of community corrections facilities and programs, and authorizes counties to establish corrections boards and appoint their members; and

WHEREAS, in accordance with C.R.S. § 17-27-103(1), the Board of County Commissioners ("BOCC") desires to ratify the prior formation and creation of a community corrections board which is a functionally independent board, as described in C.R.S. § 17-27-103(1), and the county commissioners desire to ratify the delegation to such corrections board of any powers necessary to accomplish its purposes, except for those specifically reserved by the BOCC; and

WHEREAS, pursuant to C.R.S. § 17-27-103(4) a corrections board may establish and enforce standards of operation and monitor and oversee compliance with state and local standards; and

WHEREAS, pursuant to C.R.S. § 17-27-113(2) a county community corrections board shall have the right to accept, reject or reject after acceptance any offender placed by the department in any facility within the community where said placement is transitional, as defined in the Act.

NOW, THEREFORE, BE IT RESOLVED that:

1. The BOCC confirms the prior creation and establishment of a functionally independent community corrections board, known as the BCCB, pursuant to C.R.S. § 17-27-103(1), subject to the powers reserved by the BOCC contained in this resolution. The BOCC ratifies the actions taken by the BCCB prior to this resolution, and acknowledges that the BCCB has been duly organized.
2. The BCCB shall have at least 13 members appointed by the BOCC. The composition of the BCCB is set forth in the attached Bylaws. The BOCC shall make all appointments to the BCCB, both initially and when vacancies occur.
3. The BCCB shall oversee the community corrections programs for the 20th Judicial District/Boulder County criminal justice system and advise the Community Justice Services Division on Division policy related to community corrections. The BCCB is specifically

authorized to make eligibility and funding decisions for offenders in accordance with the Community Corrections Act, C.R.S. §17-27-101, et. seq.

4. The BOCC hereby delegates, and reaffirms its prior delegation, to the BCCB of all the powers, rights and duties which can be delegated by the BOCC pursuant to C.R.S. §17-27-101 et seq. as amended, except the BOCC specifically reserves (1) the power to appoint and remove, without cause, members of the BCCB; (2) the power to dissolve the BCCB; (3) the right to approve or disapprove, after a public hearing, the establishment of any state operated community corrections facilities within the county; (4) the right to approve or disapprove the establishment of any non-governmental community corrections facility to be located within the county; and (5) the right to review, prior to its taking effect any contract or agreement between a non-governmental community corrections agency and the State Department of Corrections concerning the transfers of offenders to any facility located in Boulder County.

5. Without limiting the foregoing, the BCCB is specifically authorized to perform those duties described in C.R.S. §17-27-103, including the right to establish programs, establish and enforce standards of operations of the community corrections programs, monitor and oversee compliance, accept, reject, or reject offenders after acceptance, establish criteria and screening procedures for offenders, establish conditions and guidelines for offenders, provide an administrative review process for any offender who is rejected after acceptance by the board, in accordance with C.R.S. §17-27-103(4) and provide a criminal justice planning and coordinating function for the jurisdiction. The BCCB shall also advise the BOCC on corrections issues as requested.

6. Pursuant to C.R.S. §17-27-103(10), the BCCB and each individual member of such board shall be immune from any civil liability for the performance of the duties of such board or such individual members, if such person was acting in good faith within the scope of such person's respective capacity, makes a reasonable effort to obtain the facts of the matter as to which action was taken and acts in the reasonable belief that the action taken by such person was warranted by the facts.

7. The BCCB shall develop written policies and procedures concerning the parameters for submission of statements by victims and offenders relating to a transitional referral to community corrections pursuant to C.R.S. §17-17-103.5

8. At the discretion of the BOCC, staff may be assigned to the BCCB to administer and implement BCCB functions and policies. Such staff shall be county employees in all respects. Final decisions regarding employment, dismissal, setting wages, and salary, and other significant actions regarding such staff shall remain the prerogative of the BOCC. Otherwise, as to BCCB functions, the BCCB shall coordinate with the manager for community justice services, who shall supervise the other staff members. Nothing herein shall be construed to prevent the BOCC from assigning other functions to the director and her staff and providing separate supervision thereof.

9. Funding of the BCCB expenses, staff positions, office space, furnishings, equipment, supplies and the like shall be at the discretion of the BOCC and may be

accomplished by budget requests being made to and approved by the BOCC according to law and County procedures and subject to lawful appropriations therefor. The BOCC shall not be required to provide funding despite requests to do so.

10. At least annually, the BCCB shall report in writing to the BOCC regarding its activities.

11. All client records and similar records made or obtained by the BCCB shall be maintained in accordance with County procedures and policies. As to those records, the BCCB shall respect all rights of privacy of individuals as required by the laws and regulations related thereto, and it shall obtain any necessary consent prior to disclosure of any information contained in such records. All records maintained by the BCCB shall be available for inspection by the BOCC without notice to ensure compliance with the terms herein.

ADOPTED this 24 day of April, 2014.

**BOARD OF COUNTY COMMISSIONERS
OF BOULDER COUNTY:**



Cindy Domenico
Cindy Domenico, Chair

Deb Gardner
Deb Gardner, Vice Chair

(Excused)
Elise Jones, Commissioner

ATTEST:

Cecilia S. Lacey
Clerk to the Board

Community Corrections Board By Laws

Article I – Membership

The Community Corrections Board shall consist of thirteen (13) members appointed by the Board of County Commissioners. The Board shall oversee the Community Corrections programs and advise on program policy. The board is authorized to make eligibility and funding decisions on offenders for Article XXVI (CRS 17-27-101 *et seq*, Community Corrections Act) in the 20th Judicial District/Boulder County criminal justice system.

A. Composition

1. The District Attorney or designee from that office
2. The Chief Public Defender or designee from that office
3. The Chief Probation Officer for the Twentieth Judicial District or designee from that department
4. The Sheriff or designee from that department.
5. Nine (9) Citizens who are residents of Boulder County.

B. Terms

1. Those persons composing the membership of the Board shall serve at the pleasure of the Boulder County Board of Commissioners.
2. The length of time for citizen members to serve is unlimited.
3. If any appointee is found by the Chair to be consistently absent from meetings, a recommendation shall be made to the BOCC by the Chair to assign an alternate or to request the member's resignation, with a replacement to be appointed by the BOCC. Consistently absent is defined as missing over 25% of the Full Board Meetings in a rotating calendar year. Exceptions will be considered by the Chairperson of the Board.

C. Alternates

Citizen members may not appoint alternates to serve in their absence.

System Board members may send an alternate to represent their office.

D. Vacancies

Citizen member vacancies, shall be filled by the Board of County Commissioners.

Article II – Meetings

A. Regular Meeting

The Board shall convene at the call of the Chair. A notice of the meeting time, place and agenda shall be provided to all members at least four days prior to all such meeting. All meetings shall be open to the public, except for executive session meetings, as provided by state statutes.

B. Public Posting of Full Board Agenda

The agenda for each full board meeting, including the names and docket numbers of all cases being reviewed, shall be posted in a public place at least two business days prior to

the meeting.

B. Special Meetings

Special meetings may be called by the Chair of the Board or shall be called upon consensus of seven or more other members of the Board. Only those subjects specifically listed on the special meeting agenda will be considered at that meeting. An agenda, together with time and place, of any special meeting must be provided to all the membership at least 24 hours prior to said meeting unless waived by the Chairperson.

C. Quorum

Seven (7) of the members shall constitute a quorum for the transaction of business at regular or special meetings. If a quorum is not present when the meeting is called to order, the Chair may proceed with a 2/3 membership vote and each succeeding action will require a 2/3 membership vote. If there is not a quorum of seven (7) then the Chair of the board will decide on whether or not to proceed.

D. Voting

Decisions of the Board shall be determined by a majority vote of those members present and voting, with exception of C, above. Proxy votes shall not be permitted.

Article III – Officers

Only public members may serve as elected or appointed officers. Officers shall be elected annually by the following process:

- Nominations, acceptance and optional presentations will be held during the first CCB meeting in December.
- CJS staff will prepare ballot sheets for anonymous voting to be held the first CCB meeting in January
- Results will be tabulated and Officers will be announced at the start of the meeting, effective immediately, for the next twelve months
- CJS Staff, System Board members and service provider personnel can be present, but will not participate in the process or voting
- The term of Officers is for one calendar year, when the process will be repeated

The Board shall have the following officers:

A. Chair

The Chair shall be elected by majority vote of the membership of the Board. The Chair shall:

1. Preside at all meetings
2. Perform all duties usually pertaining to the office.

B. Vice Chair

In the absence of the Chair, perform the duties of the Chair.

In the absence of the Chair and Vice Chair, a temporary Chair shall be appointed at, or just prior, to the meeting by the presiding Chair. Such appointee shall be a member of the Board

and shall preside at such meeting.

Article IV – Expense Compensation

Expenses incurred by the Board members are reimbursable for-exceptional situations at the discretion of the Community Justice Services Division Manager.

Article V – Staff

A. Composition

The Manager of Community Justice Services shall be the primary liaison between the Board and the Department and shall determine staffing patterns to support the administration of community corrections funding and contracts.

Article VI- Amendments

The by-Laws may be amended by a vote of two-thirds (2/3) of the membership of the Board. Prior notice of the proposed amendments shall be incorporated into the minutes and the amendments shall not be voted on until the next regularly scheduled meeting.

Article VII – Rules of Order

Unless otherwise indicated herein, the Board shall be governed by Robert's Rules of Order.

Article VIII – Adoption

The by-Laws shall be adopted by a vote of two-thirds (2/3) of the members of the Board.

Article IX - Policy and Procedures review

The Community Corrections Policies and Procedures manual will be updated annually by CJS staff. Additions and changes will be voted upon annually by the board in the January board meeting.

Basic Operational Requirements of Community Corrections Providers

Exhibit I

ADMINISTRATION AND PERSONNEL

Legal Entity

The public or private agency operating a community corrections program shall be a legal entity or part of a legal entity. The administrators shall maintain a file at the local headquarters of the agency that includes current documentation as follows:

- a) **Public Agencies**
 - 1) The executive or legislative order of the unit of local government designating the agency as a community corrections program.
 - 2) An organizational chart indicating the agency's position within the local government and a listing of the administrative officer(s) authorized to act as the legal agent(s) of the agency.
- b) **Private Agencies**
 - 1) Certificate and articles of incorporation
 - 2) List of the Board of Directors
 - 3) Corporate bylaws and names of officers authorized to sign contracts or authorize expenditures.
 - 4) All documentation pertaining to the Standards

Fiscal Practices

The administrators shall manage the program's fiscal affairs with written policies and procedures and established practices that employ recognized accounting procedures to control and record the receipt, maintenance and dispersal of funds associated with operation of the program including all client savings and restitution accounts.

Independent Financial Audit

Programs shall submit to the DCJ a complete independent financial audit report conducted by a Certified Public Accountant, licensed to practice in Colorado. These reports shall be submitted every third year, on the schedule established by the DCJ. New programs shall submit a complete independent financial audit report after the first year of operation and shall then follow the financial audit schedule established for all programs. New programs may request a waiver of the second financial audit if such audit would be due in less than eighteen months from the completion of the first audit. Offender funds, if maintained by the program, shall be included in the scope of the independent financial audit.

Independent financial audits may be required more frequently by individual contracts between the DCJ and programs and/or if otherwise requested by the DCJ. Such audits may be required more frequently by subcontract between programs and their local community corrections board.

Independent financial audits shall include any auditors' findings or recommendations communicated to the program or its parent corporate entity as the result of such audits.

While DCJ generally does not require submission of any management letter provided to the program in conjunction with the independent financial audit, programs are expected to provide DCJ any portion of this letter relevant to DCJ funding. However, DCJ reserves the right to request the management letter in its entirety at its discretion. If the community corrections program is operated as a unit of government by or by a larger corporate entity, a segment audit or review may be required by the DCJ and/or local community corrections board. A compilation of internally prepared financial statements will not be considered to be in compliance with this Standard.

In addition to the independent financial audit, programs shall comply with all third-party financial audits and all requests associated with these audits, pursuant to SB 23-242.

Insurance Coverage

The administrators shall maintain proof of insurance coverage at levels no less than those required in state contracts at the local program or agency headquarters. Written policies and procedures shall govern the confidentiality of employee medical records in accordance with current state and federal law. Employee medical records shall be maintained in a separate individual file.

Policies and Procedures

The program shall maintain a current policy and procedure manual, readily accessible by all staff, that describes the purpose, philosophy, programs and services, and operating procedures of the program. The manual shall address all requirements, programs, or services delineated by these Standards. The program shall operate in accordance with this manual and all staff shall be familiar with its contents. The manual shall be reviewed at least annually by the governing authority or program administrator and updated when necessary. The program shall outline a system to ensure that changes in program policies and procedures are reviewed, prior to their implementation, with any state agency or local community corrections board that will be affected by the change.

Victim Rights Act Compliance

Any program supervising offenders serving a sentence for any of the offenses listed within the Victim Rights Act (VRA) must conform to the requirements of the Colorado Revised Statutes, as amended, on victim notification requirements. The program shall determine whether any victims have requested notification under the VRA.

All victim-related documentation shall be kept in a separate confidential file.

Medication-Assisted Treatment (MAT)

The program shall comply with CRS 17-27-104 (12) by ensuring development of protocols to identify withdrawal symptoms, determine whether a medical referral is needed and ensure individuals have access to appropriate medical professionals as necessary. The program shall provide medication-assisted treatment or assist the individual with accessing a community-based medication-assisted treatment provider.

Sex Offender Management Board: Memorandum of Understanding

Pursuant to C.R.S. § 16-11.7-106(8), the program shall enter into this MOU to collaborate with the SOMB in developing procedures to hold accountable supervising officers who fail to follow SOMB

guidelines and standards.

DNA Testing

The program shall comply with the DNA testing requirements as specified by Colorado Revised Statutes, as amended.

Community Corrections Information and Billing (CCIB) System

The program is responsible for entering complete and accurate offender information into the Community Corrections Information and Billing (CCIB) system. All data shall be entered in accordance with contract and sub-contract requirements. Data must be entered into CCIB within 5 weekdays (including holidays) of the offender's arrival at the facility. Offender movements (e.g. jail, hospital, etc.) must be entered into CCIB within 5 weekdays (including holidays) of the movement. The offender record must be terminated and completed within 30 days of the discharge date. Corrections to offender records impacting bills already processed must be approved in writing by the appropriate community corrections board and the DCJ Office of Community Corrections.

Organized Information

The program shall have policies, procedures and established practices that ensure all program documentation is legible, accurate and systematically filed using an organized system of information collection, retrieval and review. All records, printed or electronic, shall be available upon request, for review by referral and oversight agencies. Program documentation shall be signed and dated in accordance with relevant *Standards*. The signature can be original or documented via electronic means (electronic signature and/or biometric verification). Electronic signatures and biometric verification methods must be secure and auditable. The program's Information Technology System (ITS) shall have a backup system to ensure data retention and availability in accordance with contract requirements.

Offender Medical Emergencies

The program shall have written policies and procedures and established practices that direct staff response to offender medical emergencies.

CPR and First Aid Training

All security staff shall be certified in emergency first aid and CPR within the first 90 days of employment and shall maintain certification throughout the term of their employment. The program shall have at least one staff member on duty at all times who is certified in emergency first aid and CPR.

Isolation of Offenders

The program shall have written policies and procedures and established practices that direct the isolation and observation of offenders who are intoxicated or under the influence of controlled substance(s).

Assistance by Law Enforcement

The program shall have written policies and procedures and established practices for the assistance

of law enforcement by staff, pursuant to current state statutes and standard rules of evidence. Policies and procedures shall also establish the requirement to contact law enforcement agencies in case of an emergency and/or upon discovery of criminal conduct.

Disruption of Normal Work Routines

The program shall have written policies and procedures and established practices that govern program response to work stoppages, natural disasters, or other disruptions of normal work routines. "On-call" staff must be able to respond to the facility within 30 minutes. Programs shall have a relocation and evacuation plan that has been approved by the appropriate Community Corrections Board, Division of Criminal Justice, and Office of Community Corrections, and referring agencies.

Transport of Offenders

The program shall have written policies and procedures and established practices that govern the transportation of offenders by program staff. The transportation of offenders in personal vehicles is prohibited unless the program provides insurance for such transportation.

FACILITIES

Building Codes and Zoning

The program shall remain in compliance with all applicable building codes and zoning requirements. Proof of compliance shall be kept on file at each program location.

Fire Inspections

The program shall comply with the regulations of the fire authority having jurisdiction. Compliance shall be verified by an annual inspection by the local fire department that provides suppression services. In the event the local authority having jurisdiction does not provide fire code inspection services, the program shall obtain an annual fire safety inspection from a Colorado certified fire safety inspector. Proof of compliance shall be kept on file at each program location.

Many areas of the state are protected by volunteer fire departments that may not have qualified fire inspectors. In areas of the state where there are not certified inspectors, the Colorado Department of Public Safety, Division of Fire Safety can conduct fire safety inspections at the request of the local authority having jurisdiction on a fee for service basis. The Division of Fire Safety also maintains a listing of Colorado certified fire safety inspectors.

Fire Sprinkler and Fire Alarm System

The residential program shall maintain an automatic sprinkler system, where required by the local building code. The residential program shall have a fire protection alarm system and an automatic smoke detection system that is approved by the authority having jurisdiction. All system elements shall be tested on a quarterly basis; adequacy and operation of the systems are to be approved by a state fire official or other qualified authority annually. Written documentation shall be maintained at the facility.

Mattresses and Pillows

The residential program shall provide flame-retardant mattresses and pillows in good condition. Documentation indicating compliance with fire and safety requirements must be maintained.

Hazardous Materials

The program shall store all flammable liquids and hazardous materials (paint, cleaners, adhesives, etc.) in their original containers and away from kitchen and dining areas, furnaces, heaters, sleeping and high traffic areas.

Fire Drills

All program locations shall conduct random emergency evacuation fire drills at least once quarterly. Documentation of these drills shall be maintained at each program location. Documentation shall include the following: time, date, staff initials, number of participants, response time and comments.

First Aid

Program staff shall have immediate access to a first aid manual and appropriate medical supplies.

Health and Sanitation

The program shall comply with all health and sanitation codes of the jurisdiction having authority. Written reports of inspections by state and local authorities shall be maintained at each program location. In the event there are no local city and/or county codes applicable, state codes will prevail. In the event that no local or state codes are applicable, appropriate national codes shall be applied.

OFFENDER SERVICES

Case Records

The program shall have written policies and procedures and established practices that govern the confidentiality of case records and shall address, at a minimum, offender access to records, staff access, and release of information to third parties. Offender records shall be maintained in accordance with federal and state laws.

Release of Information

The program shall have written policies and procedures that govern the release of information to third parties. The program's "Release of Information Form" shall address circumstances under which releases are permitted and restrictions on the type of information to be released. Staff and agents of the program shall have clear instructions on the release of information to third parties.

The structure and identification of information to be placed on the form includes, but is not limited to:

- a) Name of person, agency or organization requesting information
- b) Name of person, agency or organization releasing information
- c) The specific information to be disclosed
- d) The purpose or need for the information

- e) Expiration date
- f) Date consent form is signed
- g) Signature of the offender
- h) Signature of individual witnessing offender's signature

Copies of the consent form shall be maintained in the offender's file.

Secure Storage of Records

The program shall have written policies and procedures and established practices that provide for secure storage of all case records, logs, and records in accordance with contract requirements. Records must subsequently be disposed of in a manner ensuring complete confidentiality

Clinical Services

Department of Corrections Clients

For all DOC clients, clinical services delivered by an agency or person not employed by the community corrections program, shall be delivered by a DOC Approved Treatment Provider. Exceptions shall be approved by the supervising Community Parole Officer prior to treatment service delivery.

Sex Offenders

For all offenders required to complete sex offense-specific treatment under Colorado Revised Statutes or as ordered by the Court, services shall be delivered according to the Sex Offender Management Board (SOMB) *Standards and Guidelines for the Assessment, Evaluation, Treatment, and Behavioral Monitoring of Adult Sex Offenders as revised*. Treatment services shall also be delivered by a SOMB-Approved Provider. This may include providers that have formally submitted intent to apply for SOMB approval and that are in good standing with the Division of Criminal Justice, Office of Domestic Violence and Sex Offender Management based on the application process.

Domestic Violence Offenders

For offenders with domestic violence offenses, or for those who have been court-ordered to complete domestic violence offender treatment, treatment services shall be delivered according to the Domestic Violence Offender Management Board (DVOMB) *Standards for Treatment with Court Ordered Domestic Violence Offenders* and shall be delivered by a DVOMB-Approved Provider.

Mental Health Needs

For offenders with mental health treatment needs, clinical services shall be provided by a licensed mental health professional or a person under the supervision of a licensed mental health professional.

Substance Abuse

For offenders with substance abuse treatment needs, including DUI education and therapy, treatment services shall be delivered by a provider that is appropriately licensed by the Office of Behavioral Health (OBH). All treatment providers used shall be appropriately credentialed and specifically licensed for offender treatment at the modalities for which they provide services,

including DUI Education or Therapy. Services may be delivered by a provider who is under a provisional license by OBH. Services shall not be delivered by a provider whose license has been put on probationary status by the OBH.

Limited Power of Attorney

A Limited Power of Attorney form, signed and dated by the offender and staff, shall govern the distribution of offender funds, if maintained by the program, in the event of escape in accordance with statute.

Child Support

The program shall have written policies and procedures and established practices that allow for the identification of offenders who have court-ordered child support obligations. At a minimum, the program will address the provision of information to offenders at the initial case management meeting regarding the process to modify court ordered child support. The program will be compliant with the procedures established by the DCJ and the Division of Human Services - Child Support Enforcement regarding the provision of offender information and employment status.

Definitions

Condition of Probation Clients - Colorado Revised Statute allows offenders who are sentenced to probation to be placed in a community corrections program for stabilization and more intensive supervision if they are at risk of probation revocation. CRS 18-1.3-301 provides "The sentencing court may also refer any offender to a community corrections program as a condition of probation pursuant to section 18-1.3-202. Any placement of offenders referred as a direct sentence or as a condition of probation shall be subject to approval pursuant to section 17-27-103 (5), C.R.S., and section 17-27-104 (3), C.R.S."

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Type of Document:

Revenue Contract

Department/Office: Community Services

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Signatures: 0

Envelope Originator:

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Initials: 3

Jordan Buggert

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Director of Community Services

Boulder County

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Matthew Ramos

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Clerk to the Board

Boulder County

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Signer Events	Signature	Timestamp
Ashley Stolzmann 37477@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Matthew Ramos 38095@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Jordan Buggert 37988@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 119.13.207.253	Sent: 4/22/2024 12:25:22 PM Viewed: 4/22/2024 12:44:02 PM
Carbon Copy Events	Status	Timestamp
Amy Beckman abeckman@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chris Clark chclark@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jiao Qin jqin@bouldercounty.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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