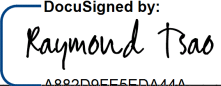
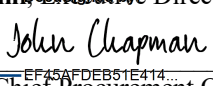
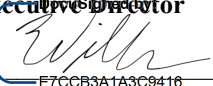


STATE OF COLORADO PRICE AGREEMENT WITH uWORK.COM, INC. DBA COVENDIS FOR IT VENDOR MANAGED SERVICES

State Agency Department of Personnel and Administration, State Purchasing and Contracts Office	Contract Number 178062
Contractor uWork.com, Inc. dba Covendis	Contract Performance Beginning Date September 1, 2022
Contract Description State Price Agreement for IT Vendor Managed Services	Initial Contract Expiration Date 2/28/2023

<p style="text-align: center;">CONTRACTOR Covendis</p> <p>By: Raymond Tsao</p> <p>Title: _____</p> <div style="text-align: center;"> <p><small>DocuSigned by:</small></p>  <p><small>A882D9FE5EDA44A...</small></p> <p>*Signature</p> </div> <p>Date: <u>8/5/2022</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Personnel and Administration State Purchasing Office Tony Gheradini, Executive Director</p> <div style="text-align: center;">  <p><small>EF45AFDEB51E414...</small></p> </div> <p style="text-align: center;">Sherri Maxwell Chief Procurement Officer John Chapman State Purchasing Manager</p> <p>Date: <u>8/5/2022</u></p>
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<p style="text-align: center;">STATE OF COLORADO Governor's Office of Information Technology Anthony Neal-Graves, Chief Information Officer and Executive Director</p> <div style="text-align: center;">  <p><small>E7CCB3A1A3C9410...</small></p> </div> <p>By: <input type="checkbox"/> Laura Calder, Deputy Chief Information Officer and Chief Financial Officer</p> <p>Date: <u>8/5/2022</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

§24-30-202 C.R.S. requires the State Controller to approve all State Contracts. This Participating Addendum is not valid until signed and dated below by the State Controller or an authorized delegate.

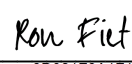
<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <div style="text-align: center;"> <p><small>DocuSigned by:</small></p>  <p><small>3D021F8A1F16453...</small></p> </div> <p>By: _____</p> <p>Name: _____</p> <p>Date: <u>8/5/2022</u></p>

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1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Page for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and 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 Signature and Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and 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 1 year or less at the same rates and under the same terms specified in this 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 Exhibit D. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 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 §16, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 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. Order Term

Orders may only be placed prior to the expiration or earlier termination of this Contract, but may have a delivery date or performance period that extends no longer than 120 calendar days following that expiration or earlier termination date. Regardless of whether this Contract has expired or has been terminated, the Contractor shall comply with all Orders that extend past the expiration or termination, as described in this section, and all requirements of this Contract necessary to complete all outstanding Orders shall survive the expiration or termination of this Contract until all such Orders are complete.

F. 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. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be governed by §14.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract.

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 §14.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. AUTHORITY

Authority to enter into this Contract exists in §24-102-202, C.R.S. and 1 CCR 101-9 R-24-102-202-01.

4. PURPOSE

The Parties are entering into this Contract for the Contractor to provide IT Vendor Managed Services to Purchasing Entities.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“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.
- B. **“Business Interruption”** means any event that disrupts Contractor's ability to complete the Work for a period of time, and may include, but is not limited to a Disaster, power outage, strike, loss of necessary personnel or computer virus.
- C. **“Ceiling Price”** means the maximum price Contractor or a Subcontractor may charge for a Good or Service under this Contract.
- D. **“Chief Procurement Officer”** means the individual to whom the Executive Director of the Department of Personnel and Administration 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.

- E. “**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.
- F. “**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.
- G. “**Contract Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by a Purchasing Entity for Orders placed under this Contract.
- H. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et. seq.*, C.R.S.
- I. “**Disaster**” means an event that makes it impossible for Contractor to perform the Work out of its regular facility or facilities, and may include, but is not limited to, natural disasters, fire or terrorist attacks.
- J. “**End of Term Extension**” means the time period defined in §2.D.
- K. “**Environmentally Preferable Products**” means products that have a lesser or reduced adverse effect on human health and the environment when compared with competing products that serve the same purpose, as defined in §24-103-904, C.R.S.
- L. “**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 and Cover Page for this Contract.
- M. “**Exhibits**” means the following exhibits attached to this Contract:
 - i. **Exhibit A**, General Requirements.
 - ii. **Exhibit B**, Statement of Work/Pricing and Rates
 - iii. **Exhibit C**, Information Technology Specific Terms
 - iv. **Exhibit D**, HIPAA Business Associate Agreement
 - v. **Exhibit E**, Safeguarding Federal Tax Requirements
 - vi. **Exhibit F**, Sample Option Letter
- N. “**Extension Term**” means the time period defined in §2.C
- O. “**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.
- P. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service;

(iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- Q. **“Initial Term”** means the time period defined in **§2.B**
- R. **“Order”** means any delivery order, purchase order, contract, agreement or other binding document used by a Purchasing Entity to order the Goods and Services described in this Contract from the Contractor, and shall include any modification to such a document.
- S. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- T. **“Purchasing Entity”** means any entity or organization that has been authorized by the State to place Orders with the Contractor, and may include, without limitation, agencies of the State, institution of higher education within the State, political subdivisions of the State, authorized non-profit organizations and other authorized entities.
- U. **“PCI”** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- V. **“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, C.R.S.
- W. **“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.
- X. **“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.
- Y. **“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, PCI,

PHI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA.

- Z. **“State Fiscal Rules”** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S..
- AA. **“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.
- BB. **“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.
- CC. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work. The term “Subcontractor” includes, without limitation, any dealers, distributors, partners or resellers engaged by the Contractor to perform the Work.
- DD. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- EE. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- FF. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

6. STATEMENT OF WORK

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibits A and B and any Order.

7. PAYMENTS TO CONTRACTOR

A. Payments Under Orders

- i. Each Purchasing Entity will make its own payments under any Order that it enters into. The State shall not be liable to Contractor for any payments due under any Order unless the State is a party to that Order.
- ii. Contractor shall allow the State and Purchasing Entities to use a procurement card or other credit card to make payments under any Order, in addition to any other payment procedure available to the State or Purchasing Entity.
- iii. The State shall not pay any amount to Contractor under this Contract unless the state issues an Order, at which time it shall pay Contractor in accordance with that Order. The State shall not be responsible for payment under any Order that is issued by a Purchasing Entity that is not the State, and the Contractor shall seek no payment or

other compensation from the State for any Work performed under any Order issued by and Purchasing Entity that is not the State.

B. Payment Procedures

i. Invoices

Contractor shall invoice each Purchasing Entity in accordance with that Purchasing Entity's Order. Contractor shall not invoice the State under any Order unless the State is a party to that Order. Contractor shall allow 45 days for the State and Purchasing Entities to pay an invoice following the receipt of that invoice, unless the State or a Purchasing Entity specifically agrees to a shorter time in an Order.

ii. Payment Disputes

Unless different procedures are specified in an Order, if Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the Purchasing Entity issuing the Order 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 that Purchasing Entity. The Purchasing Entity 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 Purchasing Entity'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 Purchasing Entity has concluded its review, and the Purchasing Entity shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iii. Erroneous Payments

Unless different procedures are specified in an Order, a Purchasing Entity may recover, at the Purchasing Entity'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. The Purchasing Entity may recover such payments by deduction from subsequent payments under its Order, deduction from any payment due under any other Orders, contracts, grants or agreements between the Purchasing Entity and Contractor, or by any other appropriate method for collecting debts owed to the Purchasing Entity.

iv. Discount and Delinquency Period

Any applicable cash discount period or delinquency period for the amounts shown on an invoice shall begin on the date of the Purchasing Entity's approval of that invoice, or from the date of receipt of acceptable Goods or Services at the specified destination by an authorized Purchasing Entity representative, whichever is later.

8. REPORTING - NOTIFICATION

A. 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 in §16.

B. 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 §16, 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 §8.B shall constitute a breach of this Contract. This §8.B shall not apply if the Contract Funds include any federal funds.

9. 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 3 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 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 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor 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.

10. 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 including, without limitation: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information, **(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 Addendum attached to this Contract. 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.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. 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, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are 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.

11. 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 this Contract.

12. 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 and until all orders

for Goods or Services or both are delivered and accepted. 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 1 fire.

C. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PCI, PHI, Tax Information, and CJJ, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

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

D. 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.

E. 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.

F. Primacy of Coverage

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

G. 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 §16 within 7 days of Contractor's receipt of such notice.

H. 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.

I. 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 maintain 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.

J. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 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 7 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 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

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, shall be a breach. 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.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 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.

14. REMEDIES

A. State's Remedies

If Contractor is in breach under any provision of this Participating Addendum and fails to cure such breach, the State, following the notice and cure period set forth in §13, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Participating Addendum or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

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

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 Participating Addendum had been terminated in the public interest under §3. E.

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 Purchasing Entities all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Participating Addendum's terms. At the request of the State, Contractor shall assign to the appropriate Purchasing Entity 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 in which the appropriate Purchasing Entity has an interest. At the State or Purchasing Entity's request, Contractor shall return materials owned by the Purchasing Entity that Contractor possesses at the time of any termination. Contractor shall deliver all completed Work Product to the appropriate Purchasing Entity at the State or Purchasing Entity's request.

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 neither the State nor any Purchasing Entity shall not be liable for costs incurred by Contractor after the suspension of performance.

b. 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 Participating Addendum is deemed by the State to be contrary to the public interest or the State's best interest.

c. 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, at the option of and as approved by the State or Purchasing Entity **(i)** secure that right to use such Work for the State, Purchasing Entity 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 Purchasing Entity.

B. Contractor's Remedies

If the State is in breach of any provision of this Participating Addendum and does not cure such breach, Contractor, following the notice and cure period in §13 and the dispute resolution process in §A shall have all remedies available at law and equity. If a Purchasing Entity is in breach of a provision of an Order, Contractor shall have all remedies available to it under that Order and available at law and equity.

C. Purchasing Entity's Remedies

- i. If Contractor is in breach under any provision of an Order by a Purchasing Entity, the Purchasing Entity shall have all of the remedies listed in that Order, all remedies listed in §14. A. ii above, all remedies listed here in §14.C and all other remedies available by law or equity. The Purchasing Entity may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.
- ii. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within five (5) Business Days following Contractor's receipt of that notice of breach or termination.
- iii. Payments and Damages
 - a. Notwithstanding anything to the contrary, Purchasing Entities shall only be obligated to pay Contractor for accepted Work received as of the date of termination. A Purchasing Entity may withhold any amount that may be due Contractor as the Purchasing Entity deems necessary until Contractor corrects its Work or to protect itself against loss including, without limitation, loss as a result

of outstanding liens and costs incurred by the Purchasing Entity in procuring from third parties replacement Work as cover.

- b. Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State or appropriate Purchasing Entity for any damages sustained by the State or Purchasing Entity in connection with any breach by Contractor, and the Purchasing Entity may withhold payment to Contractor for the purpose of mitigating the Purchasing Entity's damages.
- c. Purchasing Entity may deny payment to Contractor 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 Purchasing Entity; provided, that any denial of payment shall be equal to the value of the obligations not performed.

15. 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 or through a dispute on an Order, as described in Exhibit A, §2.5, 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 arising under this Contract

If the initial resolution described in §15.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 Purchasing and Contracts Office as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 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.

C. Resolution of Controversies arising under any Order made pursuant to this Contract

Any dispute between Contractor and a Purchasing Entity concerning the performance of an Order shall be resolved under the dispute resolution processes as described in the applicable Order. If the Order does not describe a dispute resolution process, the dispute shall be resolved under the Purchasing Entity's dispute resolution statutes, policies, or other applicable regulations, or in a manner as agreed upon by the Purchasing Entity and Contractor.

16. NOTICES AND REPRESENTATIVES

Each individual identified below 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 below. 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 below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

For the State:

Greg Draughon
State Purchasing and Contracts Office
1525 Sherman St.
3rd Floor
Denver, CO 80538
Gregory.Draughon@state.co.us

For Contractor:

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). 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.

18. 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 GIA; 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.

19. 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 anytime thereafter, this §19 shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-102-206, 24-106-103, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract

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.

20. 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 providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any work after that Subcontractor's subcontract has been rejected by 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 §20.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. Jurisdiction and Venue

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.

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. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions in **§21** of the main body of this Contract.
- ii. Exhibit E, Safeguarding Requirements for Federal Tax Information, as applicable
- iii. Exhibit D, HIPAA Business Associate Agreement, as applicable
- iv. Exhibit C, Information Technology Specific Terms
- v. The provisions of the other sections of the main body of this Contract.
- vi. Exhibit A, General Requirements
- vii. Exhibit B, Statement of Work/Pricing and Rates
- viii. Exhibit F, Sample Option Letter.

Notwithstanding anything to the contrary herein, the State and Purchasing Entities shall not be subject to any provision incorporated in any exhibit attached hereto, any provision incorporated in any terms and conditions appearing on Contractor's or Subcontractor's website, any provision incorporated into any click-through or online agreements, or any provision incorporated into any other document or agreement between the Parties that **(i)** requires the State to indemnify or hold harmless Contractor or any other party, **(ii)** is in violation of State laws, regulations, rules, fiscal rules, policies, or other State requirements as deemed solely by the State, or **(iii)** is contrary to any of the provisions incorporated into **§21** or the main body of 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. Contractor shall honor any tax exemption that any Purchasing Entity has, and shall not charge any Purchasing Entity any excise, sales, or use taxes from which that Purchasing Entity is exempt.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§21.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 §10 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 §10.

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 Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-1)

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

A. CONTROLLER'S 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.

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.

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, of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

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 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. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. 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 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 strictly 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.

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. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

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. §§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.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the State program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that he or she **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

EXHIBIT A, GENERAL WORK REQUIREMENTS

1. CONTRACTOR PERSONNEL

- 1.1. Contractor personnel shall work cooperatively with State and Purchasing Entity staff to ensure the completion of the Work.
- 1.2. Key Personnel
 - 1.2.1. Contractor shall designate people to hold the following specific personnel positions:
 - 1.2.1.1. Primary Point of Contract
 - 1.2.1.1.1. The Primary Point of Contract shall be responsible for all of the following:
 - 1.2.1.1.1.1. Serving as the individual responsible addressing all questions and concerns for the State and Purchasing Entities, unless an Order specifies another point of contact for that Order.
 - 1.2.1.1.1.2. Ensuring the completion of all Work in accordance with the Contract's requirements. This includes, but is not limited to, ensuring the accuracy, timeliness and completeness of all Work.
 - 1.2.1.1.1.3. Overseeing all other personnel and ensuring proper staffing levels throughout the term of the Contract.
 - 1.2.1.2. Quarterly Volume Reporting Lead
 - 1.2.1.2.1. The Quarterly Volume Reporting Lead shall be responsible for all of the following:
 - 1.2.1.2.1.1. Ensuring the completeness and accuracy of the Quarterly Volume Reports described in this Exhibit A.
 - 1.2.1.2.1.2. Ensuring the final submission of the Quarterly Volume Reports described in this Exhibit A by the appropriate due date for that report.

2. ORDERING AND ORDER FULFILLMENT

- 2.1. Ordering
 - 2.1.1. Contractor shall provide a complete and accurate Internal Revenue Service form W9 to the State prior to accepting an Order from any Purchasing Entity. Upon a request by a Purchasing Entity, Contractor shall provide a complete and accurate Internal Revenue Service form W9 to that Purchasing Entity.
 - 2.1.2. The State and Each Purchasing Entity may complete an Order in accordance with its own rules and policies, as available to Contractor, using the appropriate documentation for that organization to issue an Order.
 - 2.1.2.1. Contractor shall communicate directly with each Purchasing Entity related to that Purchasing Entity's Orders.
 - 2.1.3. Contractor shall ensure that all Orders it accepts have the proper information contained in them for Contractor to be able to comply with all reporting requirements of this Contract.

- 2.1.4. If Contractor provides for Ordering through an internet-based portal or electronic catalog, Contractor shall maintain all of Contractor's necessary hardware, software, backup-capacity and network connections required to operate that internet-based portal or electronic catalog.
 - 2.1.4.1. Contractor's internet-based portal and electronic catalogs shall clearly designate that they are part of this Contract and shall have a link to the State's price agreement web location, as determined by the State. Contractor shall ensure that all Environmentally Preferable Products are clearly listed on internet-based portal and electronic catalogs.
 - 2.1.4.2. If Contractor provides an internet-based portal or electronic catalog, Contractor shall also provide paper catalogs or catalogs on other digital media to each Purchasing Entity upon request by that Purchasing Entity.
 - 2.1.4.3. If Contractor's catalog will be either hosted on or accessed through the State's eCommerce system, then Contractor shall comply with all policies, procedures and directions from the State in relation to hosting its catalog on or making its catalog accessible through that system. Contractor shall ensure that all information made available through the State's eCommerce system is accurate and complies with this Contract.
- 2.2. Delivery of Goods and Performance of Services
 - 2.2.1. Contractor shall provide all Goods and perform all Services described in each Order.
 - 2.2.2. Unless specifically agreed to otherwise in an Order, Contractor shall deliver all Goods under an Order in good, working and undamaged condition. All Goods shall be free on board ("F.O.B.") destination to the location specified in the Order.
 - 2.2.3. If a Good in an Order is out of stock, Contractor may only provide a substitute Good if it has notified the Purchasing Entity for that Order, in writing, that the Good is out of stock and has received the Purchasing Entity's approval to provide the substitute Good. Purchasing Entities may request additional information comparing the substitute Good with the original Good in the Purchasing Entity's sole discretion.
- 2.3. Inspection and Acceptance
 - 2.3.1. Goods delivered to a Purchasing Entity under an Order shall not be deemed accepted prior to that Purchasing Entity inspecting the Goods in accordance with the Order and accepting those Goods.
 - 2.3.2. Services provided to a Purchasing Entity under an Order shall not be deemed completed until that Purchasing Entity has reviewed the Services, ensured that all Services were completed in accordance with the Order and have been accepted by the Purchasing Entity.
- 2.4. Ordering Support
 - 2.4.1. Contractor shall provide the State and each Purchasing Entity with the contact information for the individual or individuals within Contractor's organization who are assigned to handle questions and resolve problems that Purchasing Entity may have in relation to the Work or an Order.
 - 2.4.1.1. Contractor shall make personnel available from 8:00 a.m. to 5:00 p.m. Mountain Time, as adjusted for daylight savings time, at a minimum, each Business Day as necessary to handle questions and resolve problems received by Contractor.

- 2.4.1.2. Contractor shall make all of these individuals available by phone (both through a local number and a toll-free number), fax and email at all times that the individual is available to handle questions and resolve problems received by Contractor.
- 2.4.1.3. Contractor shall provide all of these individuals with the ability to access the account information and other information relating to the State or Purchasing Entities to be able to respond to questions and resolve problems relating to any Order, including, without limitation, the status of Orders, delivery, back-orders, pricing, discounts, product availability, product information, and accounts and billing.
- 2.4.2. Contractor shall provide all training to Purchasing Entities necessary for those Purchasing Entities to place Orders and properly use the Goods and Services, as requested by Purchasing Entities.
 - 2.4.2.1. Training on placing Orders shall include, without limitation, training on aspects of ordering, online ordering, product delivery, product returns, and Contractor's customer service processes, as requested by the Purchasing Entity.
 - 2.4.2.2. Training on properly using the Goods and Services shall include, without limitation, training and providing information on energy efficiency of Goods, new features, opportunities for manufacturer/certified set up and training, Environmentally Preferable Products, and other services or options that are offered or available related to the Goods and Services, as requested by the Purchasing Entity.

2.5. Order Disputes, Termination and Resolution

- 2.5.1. If a dispute related to an Order arises between Contractor and a Purchasing Entity, Contractor shall meet with the Purchasing Entity to attempt to resolve the issue. If Contractor is unable to resolve the issue with the Purchasing Entity, then Contractor may request assistance from the State by submitting a request in writing, which includes the pertinent information about the dispute and the assistance sought by Contractor, in accordance with §16 of the main body of this Contract. Nothing in this section shall be interpreted as limiting the rights or obligations of Contractor, the State or any Purchasing Entity under this Contractor of any Order.
- 2.5.2. Purchasing Entities may terminate an Order if it determines that Contractor was in breach of that Order. Termination of an Order shall not automatically terminate any other Order or this Contract.
- 2.5.3. If a Purchasing Entity gives Contractor notice of breach or terminates an Order because of Contractor's breach of that Order, Contractor shall provide notice to the State of that breach or termination within 5 Business Days following Contractor's receipt of that notice of breach or termination.

2.6. Marketing

- 2.6.1. If Contractor desires to distribute any materials, notices or literature with the intent to market the Goods or Services ("Marketing Materials"), Contractor shall deliver all such Marketing Materials to the State for review and approval prior to distributing any such materials to a Purchasing Entity.
 - 2.6.1.1. The State will review submitted Marketing Materials and may approve, deny or request changes to any Marketing Materials in its sole discretion. If the State requests changes,

Contractor may make those changes or may chose to rescind its submission for review and approval.

2.6.1.2. Contractor shall not distribute any marketing materials to any Purchasing Entity prior to receiving the State's approval of those Marketing Materials.

2.6.2. The State shall not be responsible for maintaining any mailing lists or creating, printing, mailing or distributing any of Contractor's Marketing Materials, though the State may distribute Marketing Materials in its sole discretion.

2.7. Additional Terms

2.7.1. Any additional terms and conditions on any invoice, statement, Contractor time sheet, website, electronic license or use agreement or any other form, including, without limitation, terms regarding indemnification, limitation of liability, cancellation fees, choice of law and binding arbitration shall be void and unenforceable except to the extent that they are specifically included in this Contract or an Order. The signature of any employee of a Purchasing Entity on any such form shall be effective to establish receipt of Goods or completion of Services and shall not make any term of that form enforceable.

3. VOLUME AND OPERATIONAL REPORTING

3.1. Volume Reporting

3.1.1. The State will use a centralized method of tracking volume. Contractor shall populate a Quarterly Volume Report, using the format as specified by the State, for each State Fiscal Year Quarter that contains, at a minimum, all of the following:

3.1.1.1. A summary volume report that includes, but is not limited to, all of the following for the quarter that the report covers:

3.1.1.1.1. The total spent by each type of Purchasing Entity under this Contract.

3.1.1.1.2. The total of the list cost of all items purchased by each type of Purchasing Entity under this Contract.

3.1.1.1.3. The total estimated cost savings for each type of Purchasing Entity under this Contract, calculated as the total list cost minus the total spent for that Purchasing Entity.

3.1.1.1.4. The total paid through the use of a procurement card or credit card for each Purchasing Entity under this Contract.

The total sales of Environmentally Preferable Products, as defined in the State's Environmentally Preferable Purchasing Policy, for each Purchasing Entity under this Contract.

3.1.1.1.5. Any additional summary information as requested by the State.

3.1.1.2. A detail report that includes, but is not limited to, all of the following for each sale that occurred during the quarter that the report covers:

3.1.1.2.1. The name of the Purchasing Entity who the sale was made to.

3.1.1.2.2. The date of the sale.

3.1.1.2.3. A listing of each item purchased in the sale, including the name of the item, the quantity of the item, the unit price for the item, the extended cost for the item

calculated by multiplying the unit price by the quantity, the list price per unit for the item, the extended list cost for the item calculated by multiplying the quantity by the list price, and the savings on the item calculated by subtracting the extended cost from the extended list cost.

- 3.1.1.2.4. Any other detail information as requested by the State.
- 3.1.2. Contractor shall deliver a Quarterly Volume Report to the State's representative as identified in Section 17 of the Contract on a quarterly basis.
 - 3.1.2.1. DELIVERABLE: Quarterly Volume Report
 - 3.1.2.2. DUE: Quarterly, within 30 calendar days following the end of the State Fiscal Year quarter that the report covers.
 - 3.1.3. If any due date for a Quarterly Volume Report falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the State.
 - 3.1.4. All data and information contained in a Quarterly Volume Report shall be the property of the State and shall not be considered proprietary.
- 3.2. Additional Operational Reporting
 - 3.2.1. Upon request by the State, the Contractor shall develop and deliver to the State Ad-Hoc Operational Reports that include all detailed and summary transaction, historical or payment information related to the State or any of the Purchasing Entities as requested by the State.
 - 3.2.1.1. DELIVERABLE: Ad-Hoc Operational Reports
 - 3.2.1.2. DUE: Within 10 Business Days following the State's request for that information, unless the State agrees to a longer period of time in writing.

4. PERIODIC BUSINESS REVIEWS

- 4.1. The State may schedule periodic business reviews to review Contractor's performance under this Contract.
- 4.2. Contractor shall ensure personnel assigned to the Contract are available for these meetings with the State as scheduled by the State.
- 4.3. Contractor's key personnel designated in §1.1 of this Exhibit A shall be available for all regularly scheduled meetings between Contractor and the State, unless the State has granted prior, written approval otherwise.

5. CLOSEOUT PERIOD

- 5.1. This Contract shall have a Closeout Period that begins 30 days prior to the expiration of this Contract and continues until the State has determined that all Work has been completed.
 - 5.1.1. During the Closeout Period, Contractor shall complete all of the following, as directed by the State:
 - 5.1.1.1. Provide to the State, or any other contractor at the State's direction, all reports, data, systems, Deliverables and other information reasonably necessary for the State to ensure Contractor's completion of the Work, as determined by the State.
 - 5.1.1.2. Notify any Subcontractors of the termination of the Contract, as directed by the State.

- 5.1.1.3. Remove all references to the State's price agreement from its websites, materials and other documentation, and inform entities that contact Contractor that it no longer has a price agreement with the State.
- 5.1.2. The Closeout Period may extend past the termination of the Contract. The State will perform a closeout review to ensure that Contractor has completed all requirements of the Closeout Period. If Contractor has not completed all of the requirements of the Closeout Period by the date of the termination of the Contract, then any incomplete requirements shall survive termination of the Contract.

6. PRICING

6.1. Price Lists

- 6.1.1. The State may publish any pricing information under this Contract, including, without limitation the pricing shown in Exhibit B, under Prices and Rates, on the State's website and any other website as the State determines is necessary or efficient to facilitate the use of this Contract by Purchasing Entities.
- 6.1.2. If Contractor modifies any of its prices in accordance with §6.2, or discontinues any item shown on the existing pricing information, Contractor shall provide updated pricing information to the State for the State to publish.

6.2. Price Modifications

6.2.1. Price Increases

- 6.2.1.1. Contractor may request an increase in the prices listed in Exhibit B by submitting its request to the State in writing as described in §16 of the main body of this Contract. Requests for increases in prices are limited as follows:
 - 6.2.1.1.1. Contractor may not request a price increase during the first 12 months of this Contract.
 - 6.2.1.1.2. Contractor may not request a price increase within any 12-month period following the State's approval of a price increase under this section.
 - 6.2.1.1.3. Contractor may not submit a request for a price increase to the State fewer than 60 days prior to when Contractor intends those increased prices to be effective.
 - 6.2.1.1.4. Contractor may only request a price increase if it can justify that increase based on the Producer Price Index or the Consumer Price Index issued by the US Department of Labor, Bureau of Labor Statistics; or a similar industry pricing guide.
- 6.2.1.2. The State may approve or deny any request for a price increase based on the information provided by Contractor and other circumstances in its sole discretion.
- 6.2.1.3. If the State approves a price increase, that price increase shall not take effect unless it is included in this Contract. The State may increase the prices in Exhibit D through the use of an Option Letter.
 - 6.2.1.3.1. Contractor may only begin using the increased prices in Orders that are issued following the effective date of the modification that increases the prices. For Orders placed prior to a price increase that are in effect at the time of the price increase, Contractor shall only charge the Purchasing Entity the prices that were in effect at the time the Order was placed.

6.2.1.4. If the State does not approve a price increase, or Contractor increases its prices without submitting a request to the State, then those increased prices shall be void in any Order in which they are used and Contractor shall fulfill the Order at the existing rates approved by the State under this Contract. Contractor's use of rates in any Order that exceed those approved by the State under this Contract shall be a material breach of this Contract.

6.2.2. Price Decreases and Ceiling Prices

6.2.2.1. Contractor may decrease its prices shown in Exhibit D at any time by providing written notice to the State.

6.2.2.2. The prices listed in Exhibit D are Ceiling Prices, and Contractor may offer lower prices to Purchasing Entities, and Purchasing Entities may negotiate lower prices with Contractor, without the review or approval of the State. Contractor shall not allow a Subcontractor to charge an amount greater than the Ceiling Price for any Order.

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**EXHIBIT-2- B
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1. Contractor shall provide information technology (“IT”) vendor managed services (VMS) in accordance with the terms and conditions of this Contract. IT VMS is the provision and management of an organization’s contingent IT workforce by Contractor using an end to end web based technology solution. Typical responsibilities of Contractor will include overall program management, reporting and tracking, resource acquisition, performance oversight, need analysis and consultation, consolidated billing and help desk support. This Contract may be used to acquire the services of IT Professionals holding the position(s) listed in Exhibit 3 and other information technology role or function requested by a Purchasing Entity that falls within the scope of this Exhibit 2.

2. Web Based Solution
The Contractor shall implement and maintain a customized web based VMS solution, which is being provided as a service and not as licensed software that minimally includes the following capabilities:
 - a. IT Professional staffing search and recruitment capabilities, including specialized and niche IT areas
 - b. IT Professional candidate resume submission and selection capabilities
 - c. IT Professional candidate ranking capabilities
 - d. Reporting capabilities for both standard and ad hoc reports
 - e. On-line search and query functions
 - f. Ability to capture and manage expenditures under the Contract
 - g. Ability to track, monitor and manage IT Professional Performance
 - h. Customization to meet PE needs
 - i. Timekeeping and invoicing functionality
 - j. Ability to complete, approve and transmit SOW to Contractor
 - k. Maintain active links to contractual Position Titles and pricing
 - l. Maintain active links to Contractor’s SLAs, escalation policy, procedure, and contact information
 - m. Contractor Performance feedback capability
 - n. Other capabilities related to Contractor’s services as the PE may request, within scope of this Contract

3. Contractor shall provide qualified, competent, licensed and certified IT Professionals with the specific technical expertise, experience, licenses, certifications and other qualifications requested by the Purchasing Entity and consistent with the SOW and this Exhibit 2.

4. In cases where special licenses, accreditations or certifications are required by State, Federal or Local law, statute or regulation to perform services of specified job descriptions, Contractor shall be required to provide copies of such license, accreditation or certification within five business days upon request.

5. Contractor shall require any IT Professional provided by Contractor to adhere to applicable Purchasing Entities policies and standards.

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6. Contractor shall submit billing to the Purchasing Entity at such frequency as mutually agreed upon. Minimally, billing must include:
 - a. Contractor Federal Tax Identification Number
 - b. Purchase Order Number
 - c. IT Professional's Name and Position
 - d. Actual hours worked/billed
 - e. Hourly rate billed
 - f. VMS Fee

7. Contractor is solely responsible for the payment of all salaries, wages, bonuses, Social Security, taxes, federal and state unemployment insurance, liability and worker's compensation insurance, employee benefits, and any and all taxes related to IT Professionals provided under this Contract. Contractor is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements and collective bargaining laws.

8. Wages
Unless otherwise provided by law or regulation, Contractor shall pay all employees such applicable minimum wage rates as required by law or regulation, including paying any increases as of the effective date of such increases.

9. Security and/or Property Entrance Policies and Procedures
To the extent applicable, the Purchasing Entity will provide Contractor copies of the applicable security and property entrance policies and procedures prior to the Contractor commencing Performance. The Contractor shall provide IT Professionals assigned to the Purchasing Entity with copies of the policies and procedures and require they adhere to the policies and procedures. It is the responsibility of the Contractor and its IT Professionals to understand and adhere to those policies and procedures.

10. For all its IT Professionals, Contractor shall obtain a background check consisting, minimally, of: employment history; post-employment check; Professional references; criminal history and court records check; and education verification (*i.e.*, degree, license, and/or official transcript). Each IT Professional must pass the background check prior to placement under this contract. Additional background checks, if requested by the Purchasing Entity, must be stated in the SOW. Contractor shall be responsible for all fees associated with obtaining background checks.

11. Contractor shall maintain a record of current background checks as well as US Citizenship and Immigration Service Form I-9, Employment Eligibility Verification issued by the U.S. Department of Homeland Security, US Citizenship and Immigration Service supporting each IT Professional's authorization for employment in the United States. The Lead State, Participating Entities and Purchasing Entities shall have the right to audit these documents.

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12. Contractor acknowledges that any work provided under the Contract is work conducted on behalf of the Purchasing Entity and the Purchasing Entity authorized representative may communicate directly with any Contractor provided IT Professional as the Purchasing Entity deems necessary or appropriate. Contractor shall be responsible for all payment of fees charged by its IT Professionals. A performance evaluation of any IT Professional provided under this Contract must be provided promptly by the Contractor to a Participating or Purchasing Entity upon request.

13. Contractor shall comply with any Lead State, Participating Entity or Purchasing Entity requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices and security procedures, all of which the PE will have made available to the Contractor prior to executing the PA or the Contractor accepting the SOW or PO.

14. Contract Separately/Additional Savings Opportunities
Lead State reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of Lead State, the quantity required is sufficiently large, to enable the Purchasing Entity to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

15. Participating Entities and Purchasing Entities may request the services of the Contractor under this Contract at any time and from time to time. Requests for Services or Deliverables under the Contract must be submitted in the form of a SOW through Contractor's VMS solution. Contractor shall prepare a written proposal with pricing and transmit to the requesting entity within five days of the request being submitted. A request for Services and Deliverables shall not constitute a binding order until a Purchase Order, or other payment mechanism acceptable to the requesting entity, and SOW have been approved per the requirements of the Contract.

16. Ordering
Contract number and Purchase Order numbers must be clearly shown on all acknowledgments, shipping labels, packing slips and invoices. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor must become familiar with the Purchasing Entity's rules, policies, and procedures regarding the ordering of Services and Deliverables under the Contract. All communications concerning administration of orders placed will be furnished solely to the individual(s) identified in writing by the Purchasing Entity.

17. Requirements for Statements of Work
Each SOW must, at a minimum, set forth the following:
 - a. Hours, schedule, location of workplace
 - b. Deliverables and Services to be provided by Contractor
 - c. PE requirements for reporting requirements

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- d. Documentation required from the Contractor (*e.g.*, reports, manuals, analysis, or other documentation as identified by the Purchasing Entity)
 - e. Applicable technical standards required by the Purchasing Entity
 - f. Purchasing Entity policies and procedures
 - g. Applicable time frames or implementation schedule for the Deliverables and Services
 - h. Evaluation, testing and acceptance requirements
 - i. Cost of the Deliverables and Services per Product & Pricing Schedule, and a payment schedule for same
 - j. Position Title and name of IT Professional(s) Performing under the SOW.
 - k. Support and maintenance obligations, if required by the Purchasing Entity
 - l. Additional background checks required
18. Revisions outside the scope of the SOW or changing the scope of the SOW will not be allowed. A new SOW must be submitted and approved by all parties. Changes within scope of the SOW may be made in accordance with Section 5 of the Contract.
19. Replacement of IT Professional
- a. If an IT Professional currently Performing work for a Purchasing Entity separates from the Contractor's employment, the Contractor shall notify the Purchasing Entity as soon as it becomes aware of said IT Professional's departure or ten (10) business days' advance notice, whichever is longer. The Contractor shall notify the Purchasing Entity in writing within twenty-four (24) hours in the event of an unanticipated departure of an IT Professional.
 - b. At the discretion of the Purchasing Entity, the Contractor will replace any IT Professional, either pursuant to this section or Section 28 of the Contract, with an equally or more experienced IT Professional at no additional cost. The Contractor shall submit to the Purchasing Entity, no later than 2 business days after the removal of an IT Professional, the cost value of the proposed replacement IT Professional and such other information as the Purchasing Entity may request for review prior to having the IT Professional begin to Perform. The Contractor shall also arrange for orderly and timely transfer of knowledge related to the IT Professional's assignment(s).
 - c. Upon receipt of written notice of replacement or removal of the IT Professional, the Contractor shall immediately re-direct the IT Professional's duties relative to the Purchasing Entity in accordance with the requirements of the notice and, if requested, deliver to the Purchasing Entity all Records as may have been accumulated by the IT Professional in Performing under this Contract, whether completed or in progress.
 - d. If Contractor's provided IT Professional fails to Perform or is found to lack the basic skills for which she/he was selected, or the Contractor dismisses any IT Professional prior to the end date specified in the Purchase Order, the Purchasing Entity shall receive a credit based upon the following table:

Number of Work Days Worked by the IT Professional	Calculation of Customer Credits
1 thru 20 days	Credit for total charges of actual days worked or ten (10) days, whichever is less.

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20. Requesting/Hiring State Entity Responsibility

- a. The Purchasing Entity shall have the right to interview any potential IT Professional candidate to determine their ability to perform the services per the SOW.
- b. The Purchasing Entity shall provide all necessary supplies, equipment, work space and parking for the IT Professional.
- c. The Purchasing Entity shall pay the Contractor for hours worked when a Contractor provides personnel on a specified date and time, and the Contractor's personnel appears on time to perform the specified services.
- d. The Purchasing Entity shall have the right to accept or reject any IT Professional provided by the Contractor at any time with or without cause.

21. Purchasing Entities may require Contractor, and Contractor shall, track IT Professional time via electronic time and attendance system.

22. The Purchasing Entity may request, and the Contractor shall provide, any services that come within scope of this Contract.

23. Relationship of Information Technology (IT) Professionals to the Purchasing Entity

Contractor and the IT Professional do not constitute employees of the Purchasing Entity and shall not be eligible for any compensation, pension, health care or other similar benefits to which an employee may be eligible to receive, regardless of the duration of the IT Professional's working relationship with the Purchasing Entity or any similarity, intentional or otherwise, to an existing Purchasing Entity classified job description.

Contractor and IT Professional shall identify themselves as a Contractor. Contractor and IT Professional shall include such designation as part of their email signature. Purchasing Entity shall communicate to any relevant parties that Contractor or IT Professional is serving in a consulting capacity and is not a Purchasing Entity employee.

24. Laws & Regulations

The IT Professional shall at all times observe and comply with all Federal laws and regulations and the respective state and local laws, regulations and ordinances of the Purchasing Entity.

25. Financial Requirements

- a. The Contractor shall bill the Purchasing Entity in increments not exceeding 1/4th of an hour for the work of the IT Professional.

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- b. The Contractor shall require the IT Professional to work the hours and schedule approved by the Purchasing Entity. All of the time worked will be subject to verification by the Purchasing Entity. The Contractor shall keep true and accurate records of the time worked.
 - c. Unless otherwise previously approved in writing by the Purchasing Entity, the Contractor shall be responsible for the costs and expenses of the IT Professional attending or otherwise participating in training events.
 - d. The Contractor shall be solely responsible for all costs and expenses associated with the transportation of Contractor's personnel and their possessions.
 - e. The Contractor shall not bill for travel time for travel from the IT Professional's place of residence and Purchasing Entity's location.
 - f. The Contractor shall not be paid any out-of-pocket expenses incurred for travel to the Purchasing Entity's location. Contractor shall be entitled to reimbursement of travel expenses incurred only if the expenses were authorized beforehand, in writing, by the Purchasing Entity. Payments may not exceed the State's most current State managerial expense rate.
 - g. The Contractor and IT Professional shall not attend training courses at the expense of the Purchasing Entity, unless such courses are in the best interests of the Purchasing Entity and training is included within the approved SOW. Credit for all or a portion of training may be collected by the Purchasing Entity if the IT Professional leaves or is assigned elsewhere within six months of the training date. Credit must be pro-rated based on post-training time in Position Title.
 - h. There shall be no upward reclassification of an IT Professional during the term of the SOW into a higher experience category for pay purposes. Revisions to the SOW regarding Position Title, level of experience, or responsibilities of the IT Professional must be within the scope of the initial SOW and must be made in writing by the Purchasing Entity to the Contractor.
 - i. Payment will be made for actual hours worked. The Contractor shall require the IT Professional to work the hours and schedule as mutually agreed upon in the SOW. Purchasing Entity and Contractor shall make reasonable efforts to accommodate schedule changes with sufficient prior notice, two 2 weeks whenever possible. Revisions made in any SOW must be made in writing in accordance with Section 5 of the Contract. All hours worked will be subject to verification by the Purchasing Entity.
 - j. Overtime, any time worked over forty (40) hours in one work week, requires prior Purchasing Entity approval. If overtime is authorized by the Purchasing Entity, overtime will be paid as mutually agreed upon but must not exceed 1-1/2 times the appropriate hourly rate.
26. P-Card (Purchasing Credit Card)
Participating Entities may require that Contractors accept payment via procurement card(s). The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall charge to the P-Card only upon acceptance of Goods delivered to the PE or the rendering of Services.
27. E-Commerce (Electronic Commerce)
In addition to interfacing with the NASPO Value Point E-market center, Purchasing Entity may utilize an e-Procurement ordering systems, Contractors may receive Purchase Orders from Purchasing Entities through these systems and shall, if requested, provide electronic invoicing compatible with those systems.

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Contractor may be required to provide Purchasing Entity with functional data files that include specific formats for product and pricing information to be loaded into the Purchasing Entity's e-procurement system, or enable electronic access to the Contractor's catalog through either a punch-out catalog or a third-party hosted catalog.

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Exhibit 4 Service Level Agreement Exhibit B

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1. PERFORMANCE REQUIREMENTS

A scorecard will be developed by the Lead State and shared with the Contractor which will include the minimum contractual performance metrics required, as detailed in the following table. Contractor shall maintain scorecards for each individual state with a Participating Addendum, as well as an overall performance scorecard.

The individual state scorecard shall be the basis for the Performance Metrics Tracking Report (PMTR).

The Contractor shall adhere to the following service levels in responding to requests for Services:

Performance Metric	Description	Goal	Performance Target	Calculation	Frequency of Review
Work Request Confirmation Response time	Average response time from receipt of request to confirmation	4 business hours	95% or higher	Number of requisitions which received confirmation within 4 hours / total number of requisitions.	monthly
Resume submittal response time	Average response time from receipt of request to delivery of candidate resumes	3 Business Days	92% or higher	Number of requisitions which received first batch of resumes for review within 72 hours / total number of requisitions.	monthly
Normal Request Fill Rate	Contractor's ability to satisfactorily fulfill requisitions. Indicates how many requisitions are open.	100%	92% or higher	Total number of filled positions at month end / total number of requisitions that have been in place over 2 weeks.	monthly
Normal Round 1 Fill Rate	Measures Contractor's ability to satisfactorily fulfill requisitions within first round of resumes submitted to requestor (normal requisitions).		80% or higher	Total number of filled positions resulting from the first round of resumes / total number of requisitions filled.	monthly
Urgent Request Fill Time	Measures average response time from receipt of URGENT request to delivery of resumes.	24 hours	92% or higher	Number of URGENT requisitions that received first batch of resumes for review within 24 hours / total number of URGENT requisitions.	monthly
Urgent Fill Rate	Measures Contractor's ability to fulfill requisitions: Indicates how many requisitions are open.	24 hours	92% or higher	Total number of URGENT filled positions at month end / total number of requisitions that have been in place over 2 weeks.	monthly
Urgent Round 1 Fill Rate	Measures Contractor's ability to fulfill requisitions within first round of resumes submitted to requestor (URGENT requisitions).		90% or higher	Total number of URGENT filled positions resulting from the first round of resumes / total number of requisitions filled.	monthly
Attrition Rate	Measures resource turnover due to unplanned situations that are not		8% or lower	Number of unplanned turnovers / total number of resources.	monthly

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	caused by the State, not including inadequate performance, death, serious illness, etc.				
Performance Removal	Number of candidates dismissed due to inadequate resource performance.		5% or lower	Number of turnovers (due to inadequate performance) / total number of resources.	monthly
Offering Opportunity to the Network	Measure of how many resource resumes, provided to the State after requisition, are from the Contractor's subcontractor network.		30% or higher	Total number of resumes provided to the State from subcontractor resource pools / total number of resumes provided to the State.	monthly
Usage of Network	Measure of how many subcontractor resources are selected by the State.		90% or higher	Number of subcontractor resources selected within period / total number of resources selected within period.	monthly
Customer Service Survey Results	Monthly survey of the satisfaction of the Purchasing Entity with the resource(s) placed at that agency by the Contractor. Survey will highlight positive and negative points about the Contractor's processes and resources in order to identify areas for improvement. The State Contract Manager will review and include overall results as part of the scorecard.				

Contractor shall survey individual Purchasing Entity requestors and designated hiring managers monthly via an electronic customer satisfaction survey. Said survey will measure Purchasing Entity satisfaction with the resources placed by the Contractor and will measure Contractor's processes. The survey will highlight positive and negative points in order to identify areas for improvement. The survey questions will be provided to the Contractor by the Lead State and shall remain set survey questions unless Lead State requests changes. Contractor shall compile results from survey responses and publish survey results to the Lead State. Data shall be available for viewing via Contractor's VMS solution.

The Contractor will be allowed a sixty (60) day grace period during the implementation phase of the Contract to ramp up services without scoring on the performance metrics. After the sixty (60) day grace period, tracking via the Performance Metrics Tracking Report will begin. The first PMTR shall be due by the Contractor to the Lead State one (1) month after the grace period ends.

For the initial 12 month period, Contractor shall submit to the Lead State the PMTR monthly showing performance metrics, performance targets, survey results and back up data used to generate the report. The PMTR shall be by state and include all Purchasing Entities within that state. Following the initial 12 month period, the PMTR will be required on a quarterly basis. This data shall be available for viewing via Contractor's VMS solution.

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The Lead State reserves the right to request monthly or quarterly submission of the PMTR showing performance metrics, performance targets, survey results and back up data used to generate the report for individual Participating Entities or Purchasing Entities, rather than by individual state.

Contractor's PTMRs shall be reviewed for the Contractor's ability to meet or exceed the contractual metrics and feedback received through the customer satisfaction survey. This review shall be made by the Lead State or its designee.

CORRECTIVE ACTION PLAN

If any performance failures are identified across the Contract, the following actions will be implemented by the Lead State in accordance with Section 33 of the contract to ensure the level of performance improves

1. A discussion will take place with the Contractor. The Contractor will be given a warning, and a plan will be developed to improve on the problem areas within two (2) months.
2. If after the two months the contractual thresholds are not met, the Contractor will be placed on probation, and given three (3) months to improve their overall service score.
3. If within the three (3) month probationary period the performance thresholds are not met, the Contractor(s) will be required to rebate each Purchasing Entity which had provided revenue to the Contractor three percent (3%) of the immediately preceding month's revenue.

Contractor agrees to identify and calculate, based on item #3 above, all service credits due for performance failures, or failure to meet any service level. All service levels will be computed on the basis detailed in the tables above. Contractor will ensure that all service credits due the state are provided automatically without requiring the state to submit a claim or request, and are clearly identified on the service credit note to which they are posted (including specifically identifying on the credit note the failure to which the service credit applies). Service credits will be issued no later than 60 days after such failure to meet a service level occurs. The SLAs will be reviewed monthly by the state and the Contractor to identify any issues that may need immediate attention. Contractor will begin measuring the service levels immediately after completion of implementation and migration, beginning with the next calendar month.

The Contractor shall meet periodically, not less than annually, at the request of the Lead State and NASPO ValuePoint for Contract discussions. These discussions will focus on current market, contract pros and cons, suggestions for states, Lead State, Participating Entity, or Purchasing Entity use, participation, assistance, marketing, feedback, etc.

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2. ESCALATION PROCEDURE

The Contractor and the PE shall adhere to the following escalation procedures:

Priority Level	Description	Response Time	Assignment	Status Reporting time	Resolution Time
1	Minor Cosmetic or Low impact error in a limited process with a workaround available	24 hours	48 hours	Real time	1 week
2	Major Multiple users are impacted. Where an alternative method may be available the method could involve many individuals.	2 hours	4 hours	Real time	24 hours
3	High Performance has degraded or specific functions are not operating correctly. There is not a workaround.	15 minutes of arrival in main queue	30 minutes	Real time	8 hours
4	Critical The system is inoperable or is substantially not working.	5 minutes of arrival in main queue	Immediate until the problem is resolved	Real time	4 hours

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3. ESCALATION CONTACTS

Primary Contact Name/Title	Direct Business Phone	Email
Shared Care Team	866.268.3634	CustomerCare@covendis.com
Escalate to 2 nd Contact Name/Title	Direct Business Phone	Email
Rebecca Vivas, Business Solutions Analyst	770.903.9990 x4205	rebeccav@covendis.com
Cell Number	Other:	
478.231.9571		
Escalate to 3 rd Contact Name/Title	Direct Business Phone	Email
Candice Bedolla, Chief Operating Officer	720.774.1213	candice.bedolla@covendis.com
Cell Number	Other:	
720.774.1213		
Escalate to 4 rd Contact Name/Title	Direct Business Phone	Email
Raymond Tsao, Chief Executive Officer	646.580.8158	rtsao@covendis.com
Cell Number	Other:	
404.421.8158		

ROCKY MOUNTAIN: Colorado - Montana - North Dakota - South Dakota - Utah - Wyoming

CONTRACTOR: Covendis

Portion of business to Micro/Small/Minority/Woman-owned suppliers Contractor commits to: **60%**

VMS Fee for Spend = \$0 to \$2.5	\$0.80
VMS Fee for Spend = \$2.6 to \$5.0	\$0.80
VMS Fee for Spend = \$5.1 to \$7.5	\$0.80
VMS Fee for Spend = \$7.6 to \$10.0	\$0.80
VMS Fee for Spend = \$10.1 to \$12.5	\$0.71
VMS Fee for Spend = \$12.6 to \$15.0	\$0.71
VMS Fee for Spend = \$15.1 and over	\$0.52

Note the fixed VMS per hour fee by spend level. Tiered fee discount methodology based on cumulative regional annual totals (in millions).

Rates are inclusive of all charges and fees excluding VMS fee. The State shall not pay any separate costs associated with the implementation, training, or other delivery requirements.

Position Title	EXPERIENCE LEVELS: 1: <2 yrs exp. 2: 2-5 yrs exp 3: 6-8 yrs exp 4: >9 yrs exp	Regional Rate Range	
		Minimum Hourly Rate	Maximum Hourly Rate
Application Developer		\$ 22.00	\$ 58.50
Application Developer	Level 2	\$ 26.50	\$ 69.00
Application Developer	Level 3	\$ 33.00	\$ 83.50
Application Developer	Level 4	\$ 39.00	\$ 97.00
Application Systems Analysis/Programming Manager	Level 1	\$ 22.00	\$ 60.50
Application Systems Analysis/Programming Manager	Level 2	\$ 26.50	\$ 70.00
Application Systems Analysis/Programming Manager	Level 3	\$ 33.00	\$ 84.00
Application Systems Analysis/Programming Manager	Level 4	\$ 39.00	\$ 100.50
Application Systems Analyst/Programmer	Level 1	\$ 22.00	\$ 55.50
Application Systems Analyst/Programmer	Level 2	\$ 26.50	\$ 66.00
Application Systems Analyst/Programmer	Level 3	\$ 33.00	\$ 78.00
Application Systems Analyst/Programmer	Level 4	\$ 39.00	\$ 89.50
Architect	Level 1	\$ 28.50	\$ 74.00
Architect	Level 2	\$ 36.00	\$ 84.00
Architect	Level 3	\$ 43.50	\$ 97.00
Architect	Level 4	\$ 51.00	\$ 107.50
Business Analyst	Level 1	\$ 21.00	\$ 55.50
Business Analyst	Level 2	\$ 26.50	\$ 66.00
Business Analyst	Level 3	\$ 33.00	\$ 78.00
Business Analyst	Level 4	\$ 40.50	\$ 86.00
Business Subject Matter Expert	Level 1	\$ 19.00	\$ 62.00
Business Subject Matter Expert	Level 2	\$ 26.50	\$ 75.50
Business Subject Matter Expert	Level 3	\$ 33.00	\$ 85.00
Business Subject Matter Expert	Level 4	\$ 40.50	\$ 96.50
Business Systems Consultant	Level 1	\$ 21.00	\$ 62.00
Business Systems Consultant	Level 2	\$ 26.50	\$ 74.00
Business Systems Consultant	Level 3	\$ 33.00	\$ 85.00
Business Systems Consultant	Level 4	\$ 40.50	\$ 97.00
Business Systems Consultant Manager	Level 1	\$ 21.00	\$ 65.50
Business Systems Consultant Manager	Level 2	\$ 26.50	\$ 83.00
Business Systems Consultant Manager	Level 3	\$ 33.00	\$ 89.00
Business Systems Consultant Manager	Level 4	\$ 40.50	\$ 104.00

Position Title	EXPERIENCE LEVELS: 1: <2 yrs exp. 2: 2-5 yrs exp 3: 6-8 yrs exp 4: >9 yrs exp	Regional Rate Range	
		Minimum Hourly Rate	Maximum Hourly Rate
CADD/GIS Administrator	Level 1	\$ 17.00	\$ 59.50
CADD/GIS Administrator	Level 2	\$ 21.00	\$ 68.50
CADD/GIS Administrator	Level 3	\$ 25.50	\$ 86.50
CADD/GIS Administrator	Level 4	\$ 28.50	\$ 100.50
Client Technologies Specialist	Level 1	\$ 11.50	\$ 60.50
Client Technologies Specialist	Level 2	\$ 16.50	\$ 70.50
Client Technologies Specialist	Level 3	\$ 18.00	\$ 84.00
Client Technologies Specialist	Level 4	\$ 21.00	\$ 99.00
Communications Analyst	Level 1	\$ 14.50	\$ 56.00
Communications Analyst	Level 2	\$ 19.00	\$ 65.00
Communications Analyst	Level 3	\$ 24.00	\$ 73.00
Communications Analyst	Level 4	\$ 28.50	\$ 81.00
Computer Operations Manager	Level 1	\$ 14.50	\$ 56.50
Computer Operations Manager	Level 2	\$ 17.00	\$ 66.00
Computer Operations Manager	Level 3	\$ 21.00	\$ 82.50
Computer Operations Manager	Level 4	\$ 24.50	\$ 92.00
Computer Operator	Level 1	\$ 11.50	\$ 39.00
Computer Operator	Level 2	\$ 16.50	\$ 48.00
Computer Operator	Level 3	\$ 18.00	\$ 58.00
Computer Operator	Level 4	\$ 21.00	\$ 68.50
Computer Scheduler	Level 1	\$ 11.50	\$ 40.00
Computer Scheduler	Level 2	\$ 16.50	\$ 48.00
Computer Scheduler	Level 3	\$ 18.00	\$ 59.50
Computer Scheduler	Level 4	\$ 21.00	\$ 71.00
Configuration Management Specialist	Level 1	\$ 11.50	\$ 55.50
Configuration Management Specialist	Level 2	\$ 16.50	\$ 66.00
Configuration Management Specialist	Level 3	\$ 18.00	\$ 78.00
Configuration Management Specialist	Level 4	\$ 21.00	\$ 91.00
Data Administrator	Level 1	\$ 17.00	\$ 59.00
Data Administrator	Level 2	\$ 21.00	\$ 68.50
Data Administrator	Level 3	\$ 24.00	\$ 85.00
Data Administrator	Level 4	\$ 26.50	\$ 97.00
Data Architect	Level 1	\$ 21.00	\$ 73.00
Data Architect	Level 2	\$ 24.00	\$ 84.00
Data Architect	Level 3	\$ 26.50	\$ 96.50
Data Architect	Level 4	\$ 30.50	\$ 117.00
Data Entry Operator	Level 1	\$ 11.50	\$ 39.00
Data Entry Operator	Level 2	\$ 13.50	\$ 48.00
Data Entry Operator	Level 3	\$ 15.50	\$ 58.00
Data Entry Operator	Level 4	\$ 17.00	\$ 68.50
Data Processing Operator	Level 1	\$ 11.50	\$ 40.00
Data Processing Operator	Level 2	\$ 13.50	\$ 45.50
Data Processing Operator	Level 3	\$ 15.50	\$ 55.00
Data Processing Operator	Level 4	\$ 17.00	\$ 66.50
Data Warehousing Administrator	Level 1	\$ 21.00	\$ 63.00
Data Warehousing Administrator	Level 2	\$ 24.00	\$ 75.50
Data Warehousing Administrator	Level 3	\$ 26.50	\$ 89.00

Position Title	EXPERIENCE LEVELS: 1: <2 yrs exp. 2: 2-5 yrs exp 3: 6-8 yrs exp 4: >9 yrs exp	Regional Rate Range	
		Minimum Hourly Rate	Maximum Hourly Rate
Data Warehousing Administrator	Level 4	\$ 30.50	\$ 98.00
Data Warehousing Analyst	Level 1	\$ 21.00	\$ 63.50
Data Warehousing Analyst	Level 2	\$ 24.00	\$ 72.50
Data Warehousing Analyst	Level 3	\$ 26.50	\$ 84.00
Data Warehousing Analyst	Level 4	\$ 30.50	\$ 93.50
Data/Voice Communications Manager	Level 1	\$ 16.50	\$ 62.00
Data/Voice Communications Manager	Level 2	\$ 18.00	\$ 67.50
Data/Voice Communications Manager	Level 3	\$ 23.00	\$ 79.00
Data/Voice Communications Manager	Level 4	\$ 26.50	\$ 93.00
Database Administrator	Level 1	\$ 21.00	\$ 63.00
Database Administrator	Level 2	\$ 24.00	\$ 72.50
Database Administrator	Level 3	\$ 26.50	\$ 85.00
Database Administrator	Level 4	\$ 33.00	\$ 94.50
Database Analyst	Level 1	\$ 28.50	\$ 56.00
Database Analyst	Level 2	\$ 33.00	\$ 67.50
Database Analyst	Level 3	\$ 38.00	\$ 81.50
Database Analyst	Level 4	\$ 42.50	\$ 93.50
Database Architect	Level 1	\$ 28.50	\$ 74.00
Database Architect	Level 2	\$ 33.00	\$ 82.00
Database Architect	Level 3	\$ 38.00	\$ 94.50
Database Architect	Level 4	\$ 42.50	\$ 113.00
Database Manager/Administrator	Level 1	\$ 28.50	\$ 63.00
Database Manager/Administrator	Level 2	\$ 33.00	\$ 75.50
Database Manager/Administrator	Level 3	\$ 38.00	\$ 87.50
Database Manager/Administrator	Level 4	\$ 42.50	\$ 104.00
Disaster Recovery Administrator	Level 1	\$ 28.50	\$ 63.00
Disaster Recovery Administrator	Level 2	\$ 33.00	\$ 73.00
Disaster Recovery Administrator	Level 3	\$ 38.00	\$ 85.00
Disaster Recovery Administrator	Level 4	\$ 42.50	\$ 102.50
Disaster Recovery Analyst	Level 1	\$ 28.50	\$ 58.00
Disaster Recovery Analyst	Level 2	\$ 33.00	\$ 71.00
Disaster Recovery Analyst	Level 3	\$ 38.00	\$ 81.50
Disaster Recovery Analyst	Level 4	\$ 42.50	\$ 87.50
Enterprise Architect	Level 1	\$ 30.50	\$ 75.50
Enterprise Architect	Level 2	\$ 36.00	\$ 89.50
Enterprise Architect	Level 3	\$ 40.50	\$ 103.00
Enterprise Architect	Level 4	\$ 45.50	\$ 121.50
Functional Architect	Level 1	\$ 30.50	\$ 74.50
Functional Architect	Level 2	\$ 36.00	\$ 88.00
Functional Architect	Level 3	\$ 40.50	\$ 102.00
Functional Architect	Level 4	\$ 45.50	\$ 119.50
Graphic Artist	Level 1	\$ 17.00	\$ 52.00
Graphic Artist	Level 2	\$ 23.00	\$ 61.50
Graphic Artist	Level 3	\$ 30.50	\$ 70.00
Graphic Artist	Level 4	\$ 34.00	\$ 82.50
Help Desk Analyst	Level 1	\$ 9.50	\$ 41.50
Help Desk Analyst	Level 2	\$ 13.50	\$ 49.00

Position Title	EXPERIENCE LEVELS: 1: <2 yrs exp. 2: 2-5 yrs exp 3: 6-8 yrs exp 4: >9 yrs exp	Regional Rate Range	
		Minimum Hourly Rate	Maximum Hourly Rate
Help Desk Analyst	Level 3	\$ 17.00	\$ 62.00
Help Desk Analyst	Level 4	\$ 21.00	\$ 75.50
Help Desk Coordinator	Level 1	\$ 9.50	\$ 41.50
Help Desk Coordinator	Level 2	\$ 12.50	\$ 49.00
Help Desk Coordinator	Level 3	\$ 14.50	\$ 62.00
Help Desk Coordinator	Level 4	\$ 17.00	\$ 72.50
Help Desk Manager	Level 1	\$ 13.50	\$ 51.50
Help Desk Manager	Level 2	\$ 17.00	\$ 63.00
Help Desk Manager	Level 3	\$ 22.00	\$ 76.50
Help Desk Manager	Level 4	\$ 25.50	\$ 93.50
Help Desk Service Specialist	Level 1	\$ 9.50	\$ 44.00
Help Desk Service Specialist	Level 2	\$ 11.50	\$ 53.50
Help Desk Service Specialist	Level 3	\$ 13.50	\$ 63.50
Help Desk Service Specialist	Level 4	\$ 14.50	\$ 78.00
Help Desk Technician	Level 1	\$ 11.50	\$ 41.50
Help Desk Technician	Level 2	\$ 13.50	\$ 49.00
Help Desk Technician	Level 3	\$ 14.50	\$ 62.00
Help Desk Technician	Level 4	\$ 15.50	\$ 72.50
IBM Specialty Software Architect	Level 1	\$ 19.00	\$ 74.50
IBM Specialty Software Architect	Level 2	\$ 23.00	\$ 89.00
IBM Specialty Software Architect	Level 3	\$ 26.50	\$ 98.00
IBM Specialty Software Architect	Level 4	\$ 32.50	\$ 118.00
IBM Specialty Technical Specialist	Level 1	\$ 13.50	\$ 66.00
IBM Specialty Technical Specialist	Level 2	\$ 17.00	\$ 79.00
IBM Specialty Technical Specialist	Level 3	\$ 22.00	\$ 84.50
IBM Specialty Technical Specialist	Level 4	\$ 25.50	\$ 94.50
Independent Verification &Validation	Level 1	\$ 13.50	\$ 64.50
Independent Verification &Validation	Level 2	\$ 17.00	\$ 73.00
Independent Verification &Validation	Level 3	\$ 22.00	\$ 83.00
Independent Verification &Validation	Level 4	\$ 25.50	\$ 94.50
Information Security Analyst	Level 1	\$ 19.00	\$ 64.00
Information Security Analyst	Level 2	\$ 23.00	\$ 73.00
Information Security Analyst	Level 3	\$ 27.50	\$ 86.50
Information Security Analyst	Level 4	\$ 32.50	\$ 100.50
Information Security Manager	Level 1	\$ 21.00	\$ 75.50
Information Security Manager	Level 2	\$ 24.00	\$ 84.00
Information Security Manager	Level 3	\$ 30.50	\$ 92.50
Information Security Manager	Level 4	\$ 33.00	\$ 104.00
Information Security Project Manager	Level 1	\$ 24.00	\$ 75.50
Information Security Project Manager	Level 2	\$ 28.50	\$ 89.00
Information Security Project Manager	Level 3	\$ 33.00	\$ 102.00
Information Security Project Manager	Level 4	\$ 38.00	\$ 113.00
Information Systems Auditor	Level 1	\$ 19.00	\$ 70.00
Information Systems Auditor	Level 2	\$ 23.00	\$ 79.50
Information Systems Auditor	Level 3	\$ 26.50	\$ 89.00
Information Systems Auditor	Level 4	\$ 30.50	\$ 103.00
Information Systems Security Compliance Manager	Level 1	\$ 26.50	\$ 72.50

Position Title	EXPERIENCE LEVELS: 1: <2 yrs exp. 2: 2-5 yrs exp 3: 6-8 yrs exp 4: >9 yrs exp	Regional Rate Range	
		Minimum Hourly Rate	Maximum Hourly Rate
Information Systems Security Compliance Manager	Level 2	\$ 32.50	\$ 85.00
Information Systems Security Compliance Manager	Level 3	\$ 38.00	\$ 94.50
Information Systems Security Compliance Manager	Level 4	\$ 42.50	\$ 111.50
LAN Administration Manager	Level 1	\$ 26.50	\$ 66.00
LAN Administration Manager	Level 2	\$ 32.50	\$ 77.00
LAN Administration Manager	Level 3	\$ 38.00	\$ 85.00
LAN Administration Manager	Level 4	\$ 42.50	\$ 100.50
LAN Administrator	Level 1	\$ 24.00	\$ 58.00
LAN Administrator	Level 2	\$ 26.50	\$ 67.50
LAN Administrator	Level 3	\$ 32.50	\$ 81.50
LAN Administrator	Level 4	\$ 38.00	\$ 91.00
LAN Support Technician	Level 1	\$ 11.50	\$ 47.50
LAN Support Technician	Level 2	\$ 14.50	\$ 58.00
LAN Support Technician	Level 3	\$ 17.00	\$ 68.00
LAN Support Technician	Level 4	\$ 19.00	\$ 79.50
Linux System Administrator	Level 1	\$ 24.00	\$ 60.50
Linux System Administrator	Level 2	\$ 26.50	\$ 68.50
Linux System Administrator	Level 3	\$ 32.50	\$ 85.00
Linux System Administrator	Level 4	\$ 38.00	\$ 97.00
Microsoft Specialty Principal Consultant	Level 1	\$ 14.50	\$ 75.50
Microsoft Specialty Principal Consultant	Level 2	\$ 23.00	\$ 92.00
Microsoft Specialty Principal Consultant	Level 3	\$ 30.50	\$ 115.50
Microsoft Specialty Principal Consultant	Level 4	\$ 36.00	\$ 136.00
Microsoft Specialty Technician	Level 1	\$ 14.50	\$ 56.00
Microsoft Specialty Technician	Level 2	\$ 20.00	\$ 64.00
Microsoft Specialty Technician	Level 3	\$ 22.00	\$ 75.50
Microsoft Specialty Technician	Level 4	\$ 24.00	\$ 86.50
Mobile Specialist	Level 1	\$ 14.50	\$ 63.50
Mobile Specialist	Level 2	\$ 20.00	\$ 70.00
Mobile Specialist	Level 3	\$ 22.00	\$ 87.50
Mobile Specialist	Level 4	\$ 24.00	\$ 106.00
Network Engineer	Level 1	\$ 14.50	\$ 59.00
Network Engineer	Level 2	\$ 20.00	\$ 68.50
Network Engineer	Level 3	\$ 22.00	\$ 85.00
Network Engineer	Level 4	\$ 24.00	\$ 97.00
Oracle Policy Automation Functional Consultant	Level 1	\$ 24.50	\$ 79.50
Oracle Policy Automation Functional Consultant	Level 2	\$ 30.50	\$ 92.00
Oracle Policy Automation Functional Consultant	Level 3	\$ 36.00	\$ 104.00
Oracle Policy Automation Functional Consultant	Level 4	\$ 42.50	\$ 120.50
Oracle UPK Technical Administrator	Level 1	\$ 24.50	\$ 79.00
Oracle UPK Technical Administrator	Level 2	\$ 30.50	\$ 88.50
Oracle UPK Technical Administrator	Level 3	\$ 36.00	\$ 98.00
Oracle UPK Technical Administrator	Level 4	\$ 42.50	\$ 112.50
Oracle/PeopleSoft Administrator	Level 1	\$ 26.50	\$ 72.50
Oracle/PeopleSoft Administrator	Level 2	\$ 30.50	\$ 82.50
Oracle/PeopleSoft Administrator	Level 3	\$ 36.00	\$ 97.00
Oracle/PeopleSoft Administrator	Level 4	\$ 42.50	\$ 111.00

Position Title	EXPERIENCE LEVELS: 1: <2 yrs exp. 2: 2-5 yrs exp 3: 6-8 yrs exp 4: >9 yrs exp	Regional Rate Range	
		Minimum Hourly Rate	Maximum Hourly Rate
Oracle/Peoplesoft Customer Experience Consultant	Level 1	\$ 23.00	\$ 68.50
Oracle/Peoplesoft Customer Experience Consultant	Level 2	\$ 27.50	\$ 80.50
Oracle/Peoplesoft Customer Experience Consultant	Level 3	\$ 32.50	\$ 94.50
Oracle/Peoplesoft Customer Experience Consultant	Level 4	\$ 37.00	\$ 112.50
ORACLE/PEOPLESOFT DBA	Level 1	\$ 28.50	\$ 76.50
ORACLE/PEOPLESOFT DBA	Level 2	\$ 34.00	\$ 87.00
ORACLE/PEOPLESOFT DBA	Level 3	\$ 39.00	\$ 98.00
ORACLE/PEOPLESOFT DBA	Level 4	\$ 43.50	\$ 113.00
Oracle/PeopleSoft EPM Business Intelligence Analyst	Level 1	\$ 28.50	\$ 72.00
Oracle/PeopleSoft EPM Business Intelligence Analyst	Level 2	\$ 34.00	\$ 81.00
Oracle/PeopleSoft EPM Business Intelligence Analyst	Level 3	\$ 39.00	\$ 94.50
Oracle/PeopleSoft EPM Business Intelligence Analyst	Level 4	\$ 43.50	\$ 112.50
Oracle/PeopleSoft EPM Business Intelligence Architect	Level 1	\$ 28.50	\$ 84.00
Oracle/PeopleSoft EPM Business Intelligence Architect	Level 2	\$ 34.00	\$ 94.50
Oracle/PeopleSoft EPM Business Intelligence Architect	Level 3	\$ 39.00	\$ 105.00
Oracle/PeopleSoft EPM Business Intelligence Architect	Level 4	\$ 43.50	\$ 121.00
Oracle/PeopleSoft EPM Business Intelligence Developer/Administrator	Level 1	\$ 28.50	\$ 73.00
Oracle/PeopleSoft EPM Business Intelligence Developer/Administrator	Level 2	\$ 34.00	\$ 87.50
Oracle/PeopleSoft EPM Business Intelligence Developer/Administrator	Level 3	\$ 39.00	\$ 98.00
Oracle/PeopleSoft EPM Business Intelligence Developer/Administrator	Level 4	\$ 43.50	\$ 113.00
Oracle/PeopleSoft EPM Technical Analyst	Level 1	\$ 28.50	\$ 66.00
Oracle/PeopleSoft EPM Technical Analyst	Level 2	\$ 34.00	\$ 77.00
Oracle/PeopleSoft EPM Technical Analyst	Level 3	\$ 39.00	\$ 85.00
Oracle/PeopleSoft EPM Technical Analyst	Level 4	\$ 43.50	\$ 106.00
Oracle/PeopleSoft Financial (FIN/SCM/ESA) Developer	Level 1	\$ 28.50	\$ 77.00
Oracle/PeopleSoft Financial (FIN/SCM/ESA) Developer	Level 2	\$ 34.00	\$ 87.00
Oracle/PeopleSoft Financial (FIN/SCM/ESA) Developer	Level 3	\$ 39.00	\$ 97.00
Oracle/PeopleSoft Financial (FIN/SCM/ESA) Developer	Level 4	\$ 43.50	\$ 112.50
Oracle/PeopleSoft Financial (FIN/SCM/ESA) Functional Consultant	Level 1	\$ 28.50	\$ 78.50
Oracle/PeopleSoft Financial (FIN/SCM/ESA) Functional Consultant	Level 2	\$ 34.00	\$ 92.00
Oracle/PeopleSoft Financial (FIN/SCM/ESA) Functional Consultant	Level 3	\$ 39.00	\$ 102.00
Oracle/PeopleSoft Financial (FIN/SCM/ESA) Functional Consultant	Level 4	\$ 43.50	\$ 115.00
Oracle/PeopleSoft HRMS Functional Consultant	Level 1	\$ 28.50	\$ 73.00
Oracle/PeopleSoft HRMS Functional Consultant	Level 2	\$ 34.00	\$ 85.00
Oracle/PeopleSoft HRMS Functional Consultant	Level 3	\$ 39.00	\$ 99.00
Oracle/PeopleSoft HRMS Functional Consultant	Level 4	\$ 43.50	\$ 117.00
Oracle/PeopleSoft Human Resource Developer	Level 1	\$ 28.50	\$ 74.00
Oracle/PeopleSoft Human Resource Developer	Level 2	\$ 34.00	\$ 86.00
Oracle/PeopleSoft Human Resource Developer	Level 3	\$ 39.00	\$ 96.50
Oracle/PeopleSoft Human Resource Developer	Level 4	\$ 43.50	\$ 111.00
Oracle/PeopleSoft Project Manager	Level 1	\$ 28.50	\$ 70.00
Oracle/PeopleSoft Project Manager	Level 2	\$ 34.00	\$ 78.00
Oracle/PeopleSoft Project Manager	Level 3	\$ 39.00	\$ 87.50
Oracle/PeopleSoft Project Manager	Level 4	\$ 43.50	\$ 105.00
Oracle/PeopleSoft Security Analyst/Engineer	Level 1	\$ 28.50	\$ 71.00
Oracle/PeopleSoft Security Analyst/Engineer	Level 2	\$ 34.00	\$ 80.50
Oracle/PeopleSoft Security Analyst/Engineer	Level 3	\$ 39.00	\$ 89.50

Position Title	EXPERIENCE LEVELS: 1: <2 yrs exp. 2: 2-5 yrs exp 3: 6-8 yrs exp 4: >9 yrs exp	Regional Rate Range	
		Minimum Hourly Rate	Maximum Hourly Rate
Oracle/PeopleSoft Security Analyst/Engineer	Level 4	\$ 43.50	\$ 112.50
Oracle/PeopleSoft Systems Analyst/Designer	Level 1	\$ 28.50	\$ 68.50
Oracle/PeopleSoft Systems Analyst/Designer	Level 2	\$ 34.00	\$ 78.00
Oracle/PeopleSoft Systems Analyst/Designer	Level 3	\$ 39.00	\$ 88.50
Oracle/PeopleSoft Systems Analyst/Designer	Level 4	\$ 43.50	\$ 106.00
Oracle/Peoplesoft Technical Architect	Level 1	\$ 28.50	\$ 75.50
Oracle/Peoplesoft Technical Architect	Level 2	\$ 34.00	\$ 89.50
Oracle/Peoplesoft Technical Architect	Level 3	\$ 39.00	\$ 99.00
Oracle/Peoplesoft Technical Architect	Level 4	\$ 43.50	\$ 113.00
Oracle/Peoplesoft Testing Consultant	Level 1	\$ 24.00	\$ 64.00
Oracle/Peoplesoft Testing Consultant	Level 2	\$ 26.50	\$ 75.50
Oracle/Peoplesoft Testing Consultant	Level 3	\$ 32.50	\$ 85.00
Oracle/Peoplesoft Testing Consultant	Level 4	\$ 38.00	\$ 101.50
PeopleSoft Functional/Technical Planning & Budgeting Resource	Level 1	\$ 28.50	\$ 71.00
PeopleSoft Functional/Technical Planning & Budgeting Resource	Level 2	\$ 34.00	\$ 80.50
PeopleSoft Functional/Technical Planning & Budgeting Resource	Level 3	\$ 39.00	\$ 92.00
PeopleSoft Functional/Technical Planning & Budgeting Resource	Level 4	\$ 43.50	\$ 105.00
Product Specialist	Level 1	\$ 24.00	\$ 60.50
Product Specialist	Level 2	\$ 26.50	\$ 70.00
Product Specialist	Level 3	\$ 32.50	\$ 82.50
Product Specialist	Level 4	\$ 38.00	\$ 99.00
Production Control Manager	Level 1	\$ 24.00	\$ 71.00
Production Control Manager	Level 2	\$ 26.50	\$ 80.50
Production Control Manager	Level 3	\$ 32.50	\$ 85.00
Production Control Manager	Level 4	\$ 38.00	\$ 99.00
Programmer	Level 1	\$ 24.00	\$ 55.00
Programmer	Level 2	\$ 26.50	\$ 66.00
Programmer	Level 3	\$ 32.50	\$ 81.50
Programmer	Level 4	\$ 38.00	\$ 89.50
Project Controller	Level 1	\$ 24.00	\$ 64.00
Project Controller	Level 2	\$ 26.50	\$ 73.00
Project Controller	Level 3	\$ 32.50	\$ 86.50
Project Controller	Level 4	\$ 38.00	\$ 100.50
Project/Program Manager	Level 1	\$ 24.00	\$ 65.50
Project/Program Manager	Level 2	\$ 26.50	\$ 74.00
Project/Program Manager	Level 3	\$ 32.50	\$ 85.00
Project/Program Manager	Level 4	\$ 38.00	\$ 106.00
Quality Assurance Analyst	Level 1	\$ 23.00	\$ 59.00
Quality Assurance Analyst	Level 2	\$ 26.50	\$ 68.50
Quality Assurance Analyst	Level 3	\$ 33.00	\$ 85.00
Quality Assurance Analyst	Level 4	\$ 38.00	\$ 96.00
Quality Assurance Manager	Level 1	\$ 28.50	\$ 65.00
Quality Assurance Manager	Level 2	\$ 30.50	\$ 76.00
Quality Assurance Manager	Level 3	\$ 36.00	\$ 86.50
Quality Assurance Manager	Level 4	\$ 42.50	\$ 106.00
SAN Administrator	Level 1	\$ 24.00	\$ 68.50
SAN Administrator	Level 2	\$ 26.50	\$ 80.50

Position Title	EXPERIENCE LEVELS: 1: <2 yrs exp. 2: 2-5 yrs exp 3: 6-8 yrs exp 4: >9 yrs exp	Regional Rate Range	
		Minimum Hourly Rate	Maximum Hourly Rate
SAN Administrator	Level 3	\$ 32.50	\$ 89.50
SAN Administrator	Level 4	\$ 38.00	\$ 113.00
Senior Quality Assurance Analyst	Level 1	\$ 33.00	\$ 66.50
Senior Quality Assurance Analyst	Level 2	\$ 38.00	\$ 76.50
Senior Quality Assurance Analyst	Level 3	\$ 40.00	\$ 86.50
Senior Quality Assurance Analyst	Level 4	\$ 42.50	\$ 97.00
Software Engineer	Level 1	\$ 24.00	\$ 56.00
Software Engineer	Level 2	\$ 26.50	\$ 66.00
Software Engineer	Level 3	\$ 32.50	\$ 79.50
Software Engineer	Level 4	\$ 38.00	\$ 93.50
Software Process Engineer	Level 1	\$ 24.00	\$ 56.50
Software Process Engineer	Level 2	\$ 26.50	\$ 66.00
Software Process Engineer	Level 3	\$ 32.50	\$ 79.50
Software Process Engineer	Level 4	\$ 38.00	\$ 93.50
Solution Architect	Level 1	\$ 28.50	\$ 74.00
Solution Architect	Level 2	\$ 34.00	\$ 83.00
Solution Architect	Level 3	\$ 39.00	\$ 93.50
Solution Architect	Level 4	\$ 43.50	\$ 111.50
System Administrator	Level 1	\$ 19.00	\$ 61.50
System Administrator	Level 2	\$ 23.00	\$ 72.50
System Administrator	Level 3	\$ 24.50	\$ 85.00
System Administrator	Level 4	\$ 27.50	\$ 97.00
System Engineer	Level 1	\$ 17.00	\$ 60.50
System Engineer	Level 2	\$ 20.00	\$ 66.00
System Engineer	Level 3	\$ 22.00	\$ 78.00
System Engineer	Level 4	\$ 24.00	\$ 90.50
System Specialist	Level 1	\$ 19.00	\$ 61.50
System Specialist	Level 2	\$ 23.00	\$ 71.00
System Specialist	Level 3	\$ 24.50	\$ 83.50
System Specialist	Level 4	\$ 27.50	\$ 106.00
Systems Administrator	Level 1	\$ 19.00	\$ 56.50
Systems Administrator	Level 2	\$ 23.00	\$ 66.00
Systems Administrator	Level 3	\$ 24.50	\$ 80.50
Systems Administrator	Level 4	\$ 27.50	\$ 89.50
Systems Administrator Manager	Level 1	\$ 19.00	\$ 67.50
Systems Administrator Manager	Level 2	\$ 23.00	\$ 77.00
Systems Administrator Manager	Level 3	\$ 24.50	\$ 86.50
Systems Administrator Manager	Level 4	\$ 27.50	\$ 104.00
Team Lead	Level 1	\$ 17.00	\$ 71.00
Team Lead	Level 2	\$ 20.00	\$ 80.50
Team Lead	Level 3	\$ 22.00	\$ 89.00
Team Lead	Level 4	\$ 24.00	\$ 111.50
Technical Architect	Level 1	\$ 26.50	\$ 74.50
Technical Architect	Level 2	\$ 30.50	\$ 84.00
Technical Architect	Level 3	\$ 33.00	\$ 93.50
Technical Architect	Level 4	\$ 37.00	\$ 113.00
Technical Specialist	Level 1	\$ 11.50	\$ 61.50

Position Title	EXPERIENCE LEVELS: 1: <2 yrs exp. 2: 2-5 yrs exp 3: 6-8 yrs exp 4: >9 yrs exp	Regional Rate Range	
		Minimum Hourly Rate	Maximum Hourly Rate
Technical Specialist	Level 2	\$ 14.50	\$ 71.00
Technical Specialist	Level 3	\$ 17.00	\$ 84.00
Technical Specialist	Level 4	\$ 20.00	\$ 97.00
Technical Writer	Level 1	\$ 17.00	\$ 48.50
Technical Writer	Level 2	\$ 21.00	\$ 63.00
Technical Writer	Level 3	\$ 24.00	\$ 72.50
Technical Writer	Level 4	\$ 28.50	\$ 87.50
Telecom Engineer	Level 1	\$ 11.50	\$ 56.50
Telecom Engineer	Level 2	\$ 14.50	\$ 65.50
Telecom Engineer	Level 3	\$ 17.00	\$ 75.50
Telecom Engineer	Level 4	\$ 20.00	\$ 88.50
Tester	Level 1	\$ 21.00	\$ 60.50
Tester	Level 2	\$ 24.00	\$ 70.00
Tester	Level 3	\$ 30.50	\$ 78.00
Tester	Level 4	\$ 38.00	\$ 89.00
Testing Manager	Level 1	\$ 28.50	\$ 65.00
Testing Manager	Level 2	\$ 34.00	\$ 76.00
Testing Manager	Level 3	\$ 39.00	\$ 86.50
Testing Manager	Level 4	\$ 42.50	\$ 106.00
Trainers	Level 1	\$ 21.00	\$ 52.00
Trainers	Level 2	\$ 24.00	\$ 58.00
Trainers	Level 3	\$ 30.50	\$ 69.50
Trainers	Level 4	\$ 38.00	\$ 83.00
Training Developers	Level 1	\$ 21.00	\$ 56.50
Training Developers	Level 2	\$ 24.00	\$ 66.00
Training Developers	Level 3	\$ 26.50	\$ 81.50
Training Developers	Level 4	\$ 30.50	\$ 101.50
Unisys Specialty Architectural Specialist	Level 1	\$ 19.00	\$ 66.00
Unisys Specialty Architectural Specialist	Level 2	\$ 23.00	\$ 76.50
Unisys Specialty Architectural Specialist	Level 3	\$ 26.50	\$ 89.50
Unisys Specialty Architectural Specialist	Level 4	\$ 30.50	\$ 105.00
Unisys Specialty Equipment Operator	Level 1	\$ 17.00	\$ 51.00
Unisys Specialty Equipment Operator	Level 2	\$ 23.00	\$ 59.00
Unisys Specialty Equipment Operator	Level 3	\$ 26.50	\$ 69.00
Unisys Specialty Equipment Operator	Level 4	\$ 30.50	\$ 79.50
Unisys Specialty Production Control Operator	Level 1	\$ 19.00	\$ 54.50
Unisys Specialty Production Control Operator	Level 2	\$ 23.00	\$ 62.00
Unisys Specialty Production Control Operator	Level 3	\$ 26.50	\$ 74.50
Unisys Specialty Production Control Operator	Level 4	\$ 30.50	\$ 87.00
Unisys Specialty Service Delivery Specialist	Level 1	\$ 19.00	\$ 61.50
Unisys Specialty Service Delivery Specialist	Level 2	\$ 23.00	\$ 71.00
Unisys Specialty Service Delivery Specialist	Level 3	\$ 26.50	\$ 80.50
Unisys Specialty Service Delivery Specialist	Level 4	\$ 30.50	\$ 89.00
UPK TECHNICAL ADMINISTRATOR	Level 1	\$ 20.00	\$ 61.50
UPK TECHNICAL ADMINISTRATOR	Level 2	\$ 24.00	\$ 72.50
UPK TECHNICAL ADMINISTRATOR	Level 3	\$ 27.50	\$ 83.50
UPK TECHNICAL ADMINISTRATOR	Level 4	\$ 30.50	\$ 99.00

Position Title	EXPERIENCE LEVELS: 1: <2 yrs exp. 2: 2-5 yrs exp 3: 6-8 yrs exp 4: >9 yrs exp	Regional Rate Range	
		Minimum Hourly Rate	Maximum Hourly Rate
Video Conference Specialist	Level 1	\$ 11.50	\$ 52.00
Video Conference Specialist	Level 2	\$ 14.50	\$ 56.50
Video Conference Specialist	Level 3	\$ 17.00	\$ 65.00
Video Conference Specialist	Level 4	\$ 20.00	\$ 75.50
Voice/Data Engineer	Level 1	\$ 11.50	\$ 59.00
Voice/Data Engineer	Level 2	\$ 14.50	\$ 66.50
Voice/Data Engineer	Level 3	\$ 17.00	\$ 78.50
Voice/Data Engineer	Level 4	\$ 20.00	\$ 108.50
Web Content Designer	Level 1	\$ 14.50	\$ 54.50
Web Content Designer	Level 2	\$ 17.00	\$ 67.50
Web Content Designer	Level 3	\$ 20.00	\$ 83.50
Web Content Designer	Level 4	\$ 24.00	\$ 100.50
WINDOWS 2008/VMWARE ESX SYSTEM ADMINISTRATOR	Level 1	\$ 24.00	\$ 61.50
WINDOWS 2008/VMWARE ESX SYSTEM ADMINISTRATOR	Level 2	\$ 28.50	\$ 73.00
WINDOWS 2008/VMWARE ESX SYSTEM ADMINISTRATOR	Level 3	\$ 30.50	\$ 84.00
WINDOWS 2008/VMWARE ESX SYSTEM ADMINISTRATOR	Level 4	\$ 33.00	\$ 99.00

EXHIBIT C, INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding **Information Technology Provisions** (the “Exhibit”) is an essential part of the agreement between the State and Contractor as described in the Contract to which this Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to “Contract” shall include this Exhibit.

1. PROTECTION OF SYSTEM DATA

- A. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to State Information Technology resources or State Records by the State or its agents in connection with Contractor’s performance under the Contract, Contractor shall protect such Information Technology resources and State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.
- B. The terms of this Exhibit shall apply to the extent that Contractor’s obligations under this Contract include the provision of Information Technology goods or services to the State. Information Technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:
 - i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;
 - ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; and
 - iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in Information Technology.
- C. Contractor shall, and shall cause its Subcontractors to meet all of the following:
 - i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract.
 - ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and

- network), annual security testing, and improvements or enhancements consistent with evolving industry standards.
- iii. Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.
 - iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.
 - v. Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the State's Office of Information Security ("OIS").
 - vi. Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology ("OIT"), including change management, project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies.
- D. Subject to Contractor's reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and monitoring access and use of State Records, maintaining State systems, and evaluating physical and logical security control effectiveness.
- E. Contractor shall perform current background checks in a form reasonably acceptable to the State on all of its respective employees and agents performing services or having access to State Records provided under this Contract, including any Subcontractors or the employees of Subcontractors. A background check performed within 30 days prior to the date such employee or agent begins performance or obtains access to State Records shall be deemed to be current.
- i. Upon request, Contractor shall provide notice to a designated representative for the State indicating that background checks have been performed. Such notice will inform the State of any action taken in response to such background checks, including any decisions not to take action in response to negative information revealed by a background check.
 - ii. If Contractor will have access to Federal Tax Information under the Contract, Contractor shall agree to the State's requirements regarding Safeguarding Requirements for Federal Tax Information and shall comply with the background check requirements defined in IRS Publication 1075 and §24-50-1002, C.R.S.

2. DATA HANDLING

- F. Contractor may not maintain or forward these State Records to or from any other facility or location, except for the authorized and approved purposes of backup and disaster recovery purposes, without the prior written consent of the State.

Contractor may not maintain State Records in any data center or other storage location outside the United States for any purpose without the prior express written consent of OIS.

- G. Contractor shall not allow remote access to State Records from outside the United States, including access by Contractor's employees or agents, without the prior express written consent of OIS. Contractor shall communicate any request regarding non-U.S. access to State Records to the Security and Compliance Representative for the State. The State shall have sole discretion to grant or deny any such request.
- H. Upon request by the State made any time prior to 60 days following the termination of this Contract for any reason, whether or not the Contract is expiring or terminating, Contractor shall make available to the State a complete download file of all State data.
 - i. This download file shall be made available to the State within 10 Business Days of the State's request, shall be encrypted and appropriately authenticated, and shall contain, without limitation, all State Records, Work Product, and system schema and transformation definitions, or delimited text files with documents, detailed schema definitions along with attachments in its native format.
 - ii. Upon the termination of Contractor's provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State's ability to access and retrieve State Records stored by Contractor.
- I. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor's infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

3. DELIVERY AND ACCEPTANCE

- J. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or Deliverables under this Contract and shall provide to the State only such Work or Deliverables that have been inspected and found to conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract results.
- K. Contractor's delivery of any Work or Deliverables to the State shall constitute certification that such Work or Deliverable has been determined to conform to the

applicable specifications, and Contractor shall make records of such quality assurance available to the State upon request during the term of the Contract or at any time within three years following expiration or termination of the Contract.

- L. For any Work or Deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or Deliverable shall require affirmative written communication from the State to the Contractor that such Work or Deliverable has been accepted by the State. Such communication shall be provided within a reasonable time period from the delivery of the Work or Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor's gross negligence or willful misconduct.

4. WARRANTY

- M. Notwithstanding the acceptance of any Work or Deliverable, or the payment of any invoice for such Work or Deliverable, Contractor warrants that any Work or Deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or Deliverable shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of Information Technology resources. Contractor's warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or Deliverable.
- N. Upon notice during the warranty term of any defect or material nonconformity, Contractor shall submit to the State in writing within 10 business days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State's remedy for such defect or material non-conformity shall be:
 - i. Contractor shall re-perform, repair, or replace such Work or Deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or Deliverable; or
 - ii. Contractor shall refund to the State all amounts paid for such Work or Deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.
- O. Any Work or Deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or Deliverable. The duration of the warranty for any replacement or corrected Work or Deliverable shall run from the date of the corrected or replacement Work or Deliverable.

5. COMPLIANCE

- P. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:
- i. All Colorado Office of Information Security (OIS) policies and procedures which OIS has issued pursuant to §§24-37.5-401 through 406, C.R.S. and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>
 - ii. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor's performance under the Contract. Such obligations may arise from:
 - a. Health Information Portability and Accountability Act (HIPAA)
 - b. IRS Publication 1075
 - c. Payment Card Industry Data Security Standard (PCI-DSS)
 - d. FBI Criminal Justice Information Service Security Addendum
 - e. CMS Minimum Acceptable Risk Standards for Exchanges
 - f. Electronic Information Exchange Security Requirements and Procedures For State and Local Agencies Exchanging Electronic Information With The Social Security Administration
 - iii. Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall 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 and available at <https://www.w3.org/TR/WCAG21/>.
- Q. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor's performance under the Contract.
- R. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor's compliance. Such access and information shall include:
- i. An annual SOC2 Type II audit including, at a minimum, the Trust Principles of Security, Confidentiality, and Availability, or an alternative audit recommended by OIS; or
 - ii. The performance of security audit and penetration tests, as requested by OIS.
- S. To the extent Contractor controls or maintains information systems used in

connection with State Records, Contractor will provide OIS with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by OIS. Contractor will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State. The State will work with Contractor and OIS to prepare any requests for exceptions from the security requirements described in this Contract and its Exhibits, including mitigating controls and other factors, and OIS will consider such requests in accordance with their policies and procedures referenced herein.

6. TRANSITION OF SERVICES

Upon request by the State prior to expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services from Contractor to the State or any replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.

7. LICENSE OR USE AUDIT RIGHTS

- T. To the extent that Contractor, through this Contract or otherwise as related to the subject matter of this Contract, has granted to the State any license or otherwise limited permission to use any Contractor Property, the terms of this section shall apply.
- U. Contractor shall have the right, at any time during and throughout the Contract Term, but not more than once per Fiscal Year, to request via written notice in accordance with the notice provisions of the Contract that the State audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Contract (an "Audit Request"). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Contractor ("Audit Certification") within 120 days following the State's receipt of the Audit Request.
- V. If upon receipt of the State's Audit Certification, the Parties reasonably determine that: (i) the State's use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Contract ("Overuse") and (ii) the State would have been or is then required to purchase additional maintenance and/or services ("Maintenance"), Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the

State bring its use into compliance with such use restrictions and limitations.

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

- d. Permitted Uses and Disclosures.
 - i. Business Associate shall use and disclose PHI only to accomplish Business Associate’s obligations under the Contract.

- ii. 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.
- iii. 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.
- iv. 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.
- e. 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).
- f. 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.
- g. 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.
- h. 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>.

- i. 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.
- j. 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.
- k. 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.
- l. 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:
 - (1) a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
 - (2) 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.
- m. 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.
- n. 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.

o. 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.

p. 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.

q. 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.

r. 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:

(1) loss of PHI data;

- (2) Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
 - (3) 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.
- s. 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.
- t. 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.
- u. 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 1.k 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:
 - (1) 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
 - (2) 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.

14. APPENDIX D.1. TO HIPAA BUSINESS ASSOCIATE AGREEMENT, ATTACHED TO THIS EXHIBIT IS INCORPORATED AND MADE PART HEREOF.

APPENDIX D.1 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.
- a. 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

SAFEGUARDING REQUIREMENTS FOR FEDERAL TAX INFORMATION

This Addendum regarding Safeguarding Requirements for Federal Tax Information (“Addendum”)¹ is an essential part of the agreement between the State and Contractor as described in the Contract to which this Addendum is attached. Unless the context clearly requires a distinction between the Contract and this Addendum, all references to “Contract” shall include this Addendum.

1. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by Contractor’s employees with the following requirements:

- A. All work will be done under the supervision of the Contractor or the Contractor’s employees.
- B. The Contractor and the Contractor’s employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075 and Colorado Revised Statutes 24-50-1002.
- C. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- D. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- E. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of Contractor’s computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any FTI remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- F. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the State or the State’s designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the State or the State’s designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- G. All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls.

¹ The language of this Addendum is derived from IRS Publication 1075, *Tax Information Security Guidelines For Federal, State and Local Agencies*, Exhibit 7 – Safeguarding Contract Language, “Contract Language for Technology Services.” This Addendum is not exhaustive of all requirements contained in Publication 1075. By agreeing to this Addendum, Contractor agrees to comply with all applicable requirements in Publication 1075 or described on the website of the IRS Safeguards Program, located at www.irs.gov/privacy-disclosure/safeguards-program.

All security features must be available and activated to protect against unauthorized use of and access to FTI.

H. No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the State, by and through the contracting agency and the Office of Information Technology, and the IRS.²

I. The Contractor will maintain a list of employees' authorized access. Such list will be provided to the State and, upon request, to the IRS reviewing office.

J. The Contractor will not use live FTI in a test environment or utilize a cloud computing model that receives processes, stores, or transmits FTI without express written authorization from the State.³

K. The Contractor will maintain the confidentiality of all taxpayer information provided by the State or learned in the course of Contractor's duties under this Contract in accordance with safeguards set forth under Colorado Revised Statutes § 39-21-113(4), as amended.

L. The Contractor agrees to comply with the following additional requirements in performance of this Contract:

None

M. The State will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

2. CRIMINAL/CIVIL SANCTIONS

A. Each officer or employee of any person⁴ to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

B. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract.

² see IRS Publication 1075, Exhibit 6 – Contractor 45-Day Notification Procedures.

³ see IRS Publication 1075, Section 9 and <https://www.irs.gov/privacy-disclosure/use-of-live-fti-in-system-testing> .

⁴ The term "person" is used in this Section 2 as it is used in Title 26 of the United States Code and related regulations. The term "person" means a person or entity, including "an individual, a trust, estate, partnership, association, company or corporation." 26 U.S.C. § 7701(a)(1).

Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- C. Additionally, Contractor shall inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractor by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to State records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- D. Granting a Contractor access to FTI must be preceded by certifying that each individual understands the State's security policy and procedures for safeguarding FTI. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the State's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches.⁵ For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3. INSPECTION

The IRS and the State, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS's right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process, or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

⁵ see IRS Publication 1075, Section 10 or www.irs.gov/privacy-disclosure/reporting-improper-inspections-or-disclosures.

EXHIBIT F, SAMPLE OPTION LETTER**OPTION LETTER**

Date:	Original Contract CMS #:	Option Letter #	CMS Routing #
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- 1) **OPTIONS:** Option to renew only (*for an additional 12 month term*).
- 2) **REQUIRED PROVISIONS:**
In accordance with the **Price Agreement, Section Insert Section Number and letter (ex. 3.C), and title of Section**, between the **State of Colorado, Department of Personnel and Administration, State Purchasing and Contracts Office**, ("State") and **Insert Name of Contractor** ("Contractor"), the State hereby exercises its option for an additional term beginning **Insert Date in mm/dd/yyyy format** and ending on **Insert Date in mm/dd/yyyy format** at the same rates and same terms specified in the original Price Agreement, **Insert State of Colorado Price Agreement Number**, as amended.
- 3) **EFFECTIVE DATE:** The effective date of this **Option Letter** is upon approval of the State Controller or others delegated.

STATE OF COLORADO	
Jared S. Polis, GOVERNOR	
Department of Personnel and Administration	
Tony Gheradini, Executive Director	
By: _____	Date: _____
Sherri Maxwell , State Purchasing and Contracts Director John Chapman , State Purchasing Manager	

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____ Date: _____