

State of Colorado Data Sharing and License Agreement

Cover Page

Transferring Agency

Colorado Department of Labor and Employment

Recipient

Town of Erie

Agreement Number

CRN 9012

Agreement Performance Beginning Date

The Effective Date

Initial Agreement Expiration Date

One (1) year from the Effective Date and shall automatically renew for additional one (1) year periods for up to five (5) years from the Effective Date. Agreement costs will be determined on annual renewal.

Agreement Amount Received From Recipient**Initial Term**

State Fiscal Year Initial Year

2026: \$230.00 Per Report Provided

Extension Term**Agreement Authority**

C.R.S. § 8-1-107, C.R.S. § 8-1-112, C.R.S. § 24-37.5-704.

Agreement Purpose

The purpose of the Agreement is for the Transferring Agency to provide Quarterly Census of Employment Wages "QCEW" wage and employment data from Colorado employers to the Recipient.

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A - Data to be Shared
2. Exhibit B - PII Certification
3. Exhibit C - Third-Party Data Recipient Certification
4. Exhibit D - Sample Option Letter

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

1. The main body of this Agreement.
2. Exhibit B - PII Certification
3. Exhibit A - Data to be Shared
4. Exhibit C - Third-Party Data Recipient Certification
5. Exhibit D - Sample Option Letter

Principal Representatives

Transferring Agency:

Tim Wonhof
Director, Office of Labor Market
Information
Division of Labor Standards and Statistics
Department of Labor and Employment
707 17th St., Suite 2400
Denver CO 80202
tim.wonhof@state.co.us

For Recipient:

Julian Jacquin
Economic Development Director
Town of Erie
645 Hollbrook St. P.O. Box 750
Erie, CO 80516
jjacquin@erieco.gov

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

Recipient

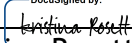
Town of Erie, CO

State of Colorado

Jared S. Polis, Governor
Colorado Department of Labor and
Employment
Joe M. Barela, Executive Director

By: Andrew J. Moore, Mayor

Date: _____

DocuSigned by:


By: Kristina Rosett, Interim Director
DLSS

Date: _____

State Controller

Robert Jaros, CPA, MBA, JD

By: Melissa Vorenberg, State Controller Delegate

Effective Date: _____

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

This Data Sharing and License Agreement (“Agreement”) is entered into by and between the State of Colorado (the “State”) acting by and through the Colorado Department of Labor and Employment

(“Transferring Agency”), for the use and benefit of the Transferring Agency, having an address at 707 17th Street, Suite 2400 Denver, CO 80202 and Town of Erie, CO (“Recipient” or “Organization”), whose principal office is located at 645 Holbrook St. P.O.Box 750 Erie, CO 80516. Transferring Agency and Recipient are each individually a “Party” and together the “Parties.”

Whereas, Transferring Agency is an agent of the United States Bureau of Labor Statistics (“BLS”) for the purposes of collecting and securing Quarterly Census of Employment Wages (“QCEW”) wage and employment data from Colorado employers and is authorized to issue a non-exclusive license for this information to governmental entities provided that the information is adequately secured from non-authorized access or publication.

Whereas, Transferring Agency is charged with, among other duties, producing the QCEW report mandated by BLS. The report summarizes employment, total wages, taxable wages, and contributions information for approximately 205,000 employers subject to Colorado Unemployment Insurance laws under the Colorado Employment Security Act, publishes a variety of reports about the Colorado economy, and provides guidance and professional advice for other labor market information program state operations and other data users. See C.R.S. § 8-1-107, C.R.S. § 8-1-112.

Whereas, Recipient is undertaking analysis and/or research related to economic activity, development, land use, city planning, or other public policy development or works of public benefit, and will incorporate the Transferring Agency's data into such work (the Purpose). See C.R.S. § 8-1-107, C.R.S. § 8-1-112.

Whereas, in exchange for the data Recipient requested, Transferring Agency shall receive compensation detailed in Section 9.

Now, therefore, in consideration of the mutual promises contained herein, the sufficiency of which each Party hereby acknowledges as adequate, the Parties agree as follows:

1. Defined Terms

- A. “Anonymized Data” means Data that has been properly De-identified.
- B. “CIPSEA” means the Confidential Information Protection and Statistical Efficiency Act, et seq., 44 U.S.C. §§ 3501, 3563, 3572, et seq. which protects identifiable information collected by federal agencies for exclusively statistical purposes under a pledge of confidentiality. CIPSEA requires informed consent to use or disclose protected information for non-statistical purposes. Restricted non-statistical uses include “administrative, regulatory, law enforcement, adjudicatory, or other purpose that affects the rights, privileges, or benefits of a particular identifiable” person or

organization as well as disclosures under the Freedom of Information Act. CIPSEA also authorizes data sharing between the Bureau of the Census, the Bureau of Economic Analysis (“BEA”), and the BLS for statistical purposes.

- C. “CORA” means the Colorado Open Records Act, § 24-72-200.1, et seq., C.R.S.
- D. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.
- E. “Data” means the information described in Appendix A.
- F. “Data Breach” means an event resulting in an unauthorized access, use, exposure, disclosure, exfiltration, or loss of Data.
- G. “De-identified” means the removal of all PII from the Data so that the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual.
- H. “Destroy” means to remove Data from Recipient’s systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in the OIT Security Policies.
- I. “Incident” means an event that results in or constitutes an imminent threat of the unauthorized access, use, loss, disclosure, modification, disruption, or destruction of communication and information resources of the State.
- J. “OIT” means the Governor’s Office of Information Technology.
- K. “OIT Security Policies” means the security policies established by OIT to secure information held by State Agencies, which are available at:
<https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>.
- L. “PII” means personally identifiable information, including information that can reasonably be used to identify, contact or locate an individual, either alone or in combination with other information.
- M. ‘Third-Party Data Recipient’ means an organization that will access the Transferring Agencies data on behalf of the Recipient, normally in the role of a Subcontractor of services as part of a Data Access Agreement. Third-Party Data Recipient is an example of an Agent or Subcontractor as defined in 45 C.F.R. 160.103 or referred to in 20 CFR 603.

2. Data Sharing

Transferring Agency will share the Data with Recipient using a secure method agreed to by the Parties and in accordance with the OIT Security Policies.

3. Data Use and Restrictions

Transferring Agency hereby grants Recipient a limited, revocable right to use the Data solely for purposes defined in Section 6. below (“Purpose”).

A. Disclosure to Third Parties

Recipient shall not sell, lease, rent, loan, transfer, distribute, alter, mine or disclose the Data, including but not limited to, metadata and Anonymized Data, with any third party without prior written consent from Transferring Agency, and must be listed in Exhibit C (Third-Party Data Recipient Certification). If at any time the Recipient wishes to add or terminate access for a Third-Party Data Recipient, the Transferring Agency must be notified in writing in no less than 5 business days from the recipient's decision to terminate or add. This Exhibit does not constitute any right of transfer to any other third party or successor.

B. Contracting with Third Parties

The Recipient is responsible for ensuring all Third-Party Data Recipients, who have access to the Transferring Agency's data, comply with the terms of this Agreement, as outlined in Exhibit C. The Recipient shall provide Transferring Agency a copy of any agreement between Recipient and any Third-Party Data Recipient where the Data are being utilized. Said agreement(s) must be consistent with the terms of this Agreement, including use restrictions, confidentiality requirements, security requirements, storage and destruction of data. Any agreement with a Third-Party Data Recipient must stipulate that Data use and protection terms survive the termination or expiration of the agreement.

C. No data access shall be granted until the Exhibit is fully executed by all parties and the Transferring Agency receives the agreement between Recipient and Third-Party Data Recipient. The Recipient will notify the Transferring Agency via email within 5 days of any termination of contract, so that sharing permissions can be updated. Each Third-Party Data Recipient is required to sign the Third-Party Data Use Certification attached to this Agreement as Exhibit C.

D. Costs associated with Third-Party Data Recipients

The Recipient is responsible for all fees or charges associated with any Third-Party Data Recipient accessing the Transferring Agency's data.

E. Restrictions on Access

Recipient shall not disclose the Data to anyone other than Recipient's personnel and Third-Party Data Recipients who have a need to know or access the Data in order to support the Purpose.

4. **Data Security Requirements.**

Recipient agrees to secure and protect the Data against any unauthorized use or access in accordance with the most recent version of the OIT Security Policies (<https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>).

A. Storage of Data

Recipient agrees to:

- i. use, hold, and maintain the Data in compliance with any and all applicable laws and regulations
- ii. store the Data only in facilities located within the United States
- iii. maintain the Data in a secure environment in accordance with the OIT Security Policies.

B. Destruction of Data

Upon Transferring Agency's request, Recipient or their Third-Party Data Recipients shall Destroy or return any Data in its possession, pursuant to Transferring Agency's instructions, in accordance with OIT Security Policies. Upon Transferring Agency's request, Recipient shall certify in writing that it has Destroyed the Data within thirty (30) days of Recipient's receipt of Transferring Agency's request.

5. **Reservation of Rights**

Except for the rights explicitly granted under this Agreement, Recipient is not granted any rights in and to the Data, including, but not limited to any Anonymized Data.

6. **Purpose - Research, Analytics and Published Materials**

Recipient may use the Data to run internal analytics and investigational protocols, and create reports for its internal use only, and only to the extent such activities align with the Purpose. **Prior to publishing, to the extent the Purpose includes the need to publish materials that are based on or include the Data, Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data and are given prior written approval by the Transferring Agency in order to ensure that such publication meets the threshold for its suppression and publication policies. The**

Parties, including Third-Party Data Recipients, may also work together to publish joint reports, as well as publish Anonymized Data on public dashboards.

A. Limitations on Uses of Data

i. Publications

Recipient or Third-Party Data Recipients shall not publish or disclose the data, or any part thereof, to the extent that the information published of any area, industry, Federal Department or Federal Agency level contains fewer than three (3) reporting units (as defined in C.R.S. 8-70-103(9), 1987 Rep. Vol., as amended), or eighty percent (80%) of the total employment of the applicable reporting level is made up by a single reporting unit. Recipient shall not use the Data to publicly distribute any type of ranking list, including but not limited to “Top Ten Employers”, etc. Data are to be used for statistical purposes only, and not for any solicitation, advertising, enforcement, compliance by the Recipient and/or Third-Party Data Recipients.

ii. Linking Data to other Datasets by Recipient

Transferring Agency agrees that Recipient may include the Data with data from other sources in carrying out the Purpose. Once included, Transferring Agency agrees that the Data will be integrated into Recipient’s databases. Recipient agrees that such combined datasets will utilize and safeguard the Data in accordance with the terms of this Agreement and all applicable laws.

B. Use and Retention of Data by Third-Party Data Recipients

i. Third-Party Data Recipients shall only use and retain the Data for the Purpose and duration of their contracted services with the Recipient. Use of the Data for any other purpose is forbidden.

ii. Recipient is responsible for ensuring any Third-Party Data Recipient does not retain Data past the duration of their contracted services nor disseminates such Data, whether directly or indirectly.

7. Security Incident and Data Breach

A. Incident Response.

If Recipient becomes aware of an Incident, Recipient shall use commercially reasonable practices to fully investigate and resolve the Incident and take steps to prevent

developments that may result in the Incident becoming a Data Breach in accordance with all applicable privacy and security laws.

B. Data Breach Response

Immediately upon becoming aware of a suspected or actual Data Breach, Recipient shall: (i) notify Transferring Agency of the Data Breach in writing, (ii) start a full investigation into the Data Breach, (iii) cooperate fully with Transferring Agency's investigation of and response to the Data Breach, and (iv) use commercially reasonable efforts to prevent any further Data Breach in accordance with applicable privacy and security laws. If notification of the Data Breach is required pursuant to applicable law, Recipient shall coordinate with Transferring Agency in delivering such notifications and shall be responsible for all costs associated with such notification. In the event the Parties determine that Recipient should deliver the necessary notifications, Recipient shall obtain Transferring Agency's prior written approval of the notifications prior to distributing such notifications.

C. Data Breach Report

If Transferring Agency reasonably determines that a Data Breach has occurred, then Transferring Agency may request that Recipient submit a written report, and any supporting documentation, identifying (i) the nature of the Data Breach including the dates of the Data Breach, when Recipient discovered the Data Breach, and number of impacted individuals, (ii) the steps Recipient has executed to investigate the Data Breach, (iii) what Data or PII was used or disclosed, (iv) who or what was the cause of the Data Breach, (v) what Recipient has done or shall do to remediate any deleterious effect of the Data Breach, and (vi) what corrective action Recipient has taken or shall take to prevent a future Incident or Data Breach. Recipient shall deliver the report within seven (7) days of Transferring Agency's request of the report. If the Recipient learns of more information necessary for understanding the nature of the Data Breach, risk to the Data, remediation efforts, or notification requirements after submitting the report, Recipient shall update Transferring Agency without delay.

D. Effect of Data Breach

Transferring Agency may terminate this Agreement immediately, at its sole discretion, upon the occurrence of a Data Breach. In addition, Transferring Agency may restrict Recipient's access to the Data and require Recipient to suspend all work involving the Data, pending the investigation and successful resolution of any Data Breach.

E. **Liability for Data Breach**

Without limiting any other remedies Transferring Agency may have under law or equity, Recipient shall be responsible for all costs, including but not limited to, audit costs, fines, and other imposed fees arising out of or relating to a Data Breach resulting from any act or omission of the Recipient. All responsibilities of Recipient under this Section 7 shall be completed by Recipient at Recipient's sole cost, without any right of reimbursement, set-off, payment, or remuneration of any kind from Transferring Agency.

8. Term and Termination

A. **Initial Term**

The "Term" of this Agreement shall be one (1) year from the Effective Date set forth on the Signature Page unless terminated sooner pursuant to the terms herein. At the end of the Term, this Agreement shall automatically renew for additional one (1) year periods for up to five (5) years unless either Party provides the other Party with written notice of its intent to terminate this Agreement sixty (60) days prior to the expiration of the then-current Term. Yearly access fees will be determined when the agreement is annually renewed.

B. **Termination for Breach**

Transferring Agency may suspend its performance or terminate this Agreement immediately upon written notice to Recipient in the event of Recipient's breach of any of its obligations under Sections 3 (Data Use and Restrictions) or 4 (Data Security Requirements).

C. **Termination on Notice**

Transferring Agency may cancel this Agreement upon thirty (30) days' written notice to the other Party for any reason or no reason. In the event that this Agreement is canceled or terminated, any data in the possession of or accessible to Recipient, in whatever format it may be stored, accessed or maintained, shall remain subject to the terms and conditions of this Agreement.

D. **Termination for Convenience**

Either Party may terminate this Agreement for convenience by giving the other Party 30 days prior written notice setting forth the date of termination.

9. Financial Understanding

- A. Recipient shall pay the total non-refundable payment due within thirty (30) days of receipt of the invoice. If payment is not received by the Transferring Agency, Recipient shall immediately pay the total amount specified in this Section 9 plus a billing fee calculated at the greater of eighteen percent per annum of the total amount due or twenty-five and no/100 dollars (\$25.00). If the fee is not paid within the above specified time, Recipient shall immediately return all data to the Transferring Agency and the Transferring Agency reserves the right to prohibit the receipt of future data until the balance is paid in full.
- B. Costs for Data Provided:
 - i. Each report provided shall be charged at \$230.00
 - ii. Total amount due within 30-days of invoice receipt. All fees are non-refundable.
- C. Data Requests and Invoicing
Recipient shall submit each Data Request by sending an email to cdle_qcew_datarequests@state.co.us. Requests must be received at least 7 calendar days before a QCEW Data Release Date and contain which quarter(s) of data are being requested, which county(ies) are being requested, and at least two email addresses of where the data are to be sent. QCEW Data Release Dates can be found on the LMI Gateway website: <https://cdle.colorado.gov/dlss/labor-market-information-lmi/quarterly-census-of-employment-and-wages-qcew> . Transferring Agency will send Recipient a link to the Data via email. Recipient must promptly download and save Data. Recipient may submit an unlimited number of Data Requests during the term of this Agreement. Transferring Agency will invoice Recipient separately for each Data Request. Transferring Agency will invoice Recipient for each Data Request after transmission of the Data.
- D. Payment
Recipient shall submit payment of each invoice within 30 days of invoice receipt in accordance with the instructions provided on the invoice.

10. Dispute Resolution

In the event of a dispute related to this Agreement, the Parties' Executive Directors shall have ten (10) business days to resolve the dispute. If this fails, both Parties shall submit the matter in writing to the Executive Director of the Department of Personnel and Administration, or their delegate for final resolution. The Parties agree to engage in this process if either Party loses funding to transfer or process the Data in accordance with this

Agreement in order to determine how cost should be covered or if this Agreement should be terminated prior to the expiration of the Term.

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §10 fails to resolve the dispute within 10 Business Days, Recipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Recipient wishes to challenge any decision rendered by the Procurement Official, Recipient’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 Recipient 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.

11. General Provisions

A. Amendment

The Parties may only amend this Agreement in a writing signed by both Parties.

B. Assignment

Recipient’s rights and obligations under this Agreement 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 Recipient’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.

C. Subcontracts

Recipient shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the Transferring Agency.

Recipient shall submit to the State a copy of each such subcontract upon request by the

State. All subcontracts entered into by Recipient in connection with this Agreement 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 Agreement.

D. Binding Effect

Except as otherwise provided in §11.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

E. Authority

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

F. Captions and References

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

G. Counterparts

The Parties may execute this Agreement in multiple, identical, or 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.

H. Entire Understanding

This Agreement, including, but not limited to, the recitals, which are incorporated into this Agreement by reference, represents the complete integration of all understandings between the Parties related to the data sharing. All prior representations and understandings related to the data sharing, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or

consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

J. Modification

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

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

Any reference in this Agreement 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 Agreement.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §12.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement 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 Agreement are incidental to this Agreement, and do not create any rights for such third parties.

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver,

nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

P. Standard and Manner of Performance

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

Q. CORA Disclosure

To the extent not prohibited by applicable law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA. The Parties agree to coordinate if either agency receives a CORA request for data that is subject to this Agreement. CORA requests are time sensitive and must be referred to the Parties within one (1) business day to meet statutory open records requirements. Any data requested through a CORA request that is otherwise protected under CIPSEA shall be protected and not open to release.

R. Legal Requests

Transferring Agency acknowledges and agrees that Recipient, Third-Party Data Recipients, or its contractors, may be required to share the Data to respond to a subpoena, court order, open records request or valid legal request (each a "Legal Request"). To the extent permitted by law, Recipient will refer the Legal Request to Transferring Agency of any disclosure of the Data so that Transferring Agency may seek a protective order at its own cost.

S. Recipient Liability

i. General Liability

Recipient shall assume liability against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) in relation to any act or omission by Recipient, or its employees, agents, Subcontractors, Third-Party Data Recipients, or assignees in connection with this Agreement.

ii. Confidential Information

Disclosure or use of State Confidential Information by Recipient in violation of §7 may be cause for legal action by third parties against Recipient, the State, or their respective agents. Recipient shall assume liability against any and all claims,

damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) in relation to any act or omission by Recipient, or its employees, agents, assigns, Third-Party Data Recipients or Subcontractors in violation of §7.

iii. Intellectual Property

Recipient shall assume liability against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Intentionally Omitted

T. Accessibility

i. Recipient shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require that the Recipient's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Recipient to review the selection of the third party. Recipient shall be responsible for all costs associated with the third-party vendor's assessment. If Recipient is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Recipient shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

U. Third Party Beneficiaries

No third party shall be able to enforce or have the benefit of any of the provisions of this Agreement.

12. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Consents and Compliance with Law

Each Party shall comply with (i) all applicable federal and State laws, rules, and regulations, that apply to their obligations under the Agreement (collectively, "Laws"); and (ii) shall obtain all necessary consents to transfer and use the Data for the Purpose in accordance with such Laws. In the event a consent is revoked by an individual in accordance with applicable Laws, the Party that receives the revocation of consent will

immediately notify the other Party of the revocation of consent. Upon receipt of a revocation of consent, Recipient shall Destroy and cease using the Data associated with that consent from the date Recipient receives the notice of revocation

B. Choice of Law, Jurisdiction, and Venue.

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

C. Fund availability. §24-30-202(5.5), C.R.S.

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

D. Governmental Immunity.

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

Exhibit A, Data to be Shared

The normal data record provides all data elements available on the State's micro file for the specified Unemployment Insurance (UI) Account Number/Reporting Unit Number (RUN) for that year and quarter. A delete record is a special type of data record that removes all data for the specified UI/RUN for all years and quarters. DATA ELEMENT DEFINITIONS define the data elements. A complete Equi Database Dictionary will be provided to the Recipient upon execution of this Agreement.

All Data must be used in compliance with Section 6 of this agreement (Purpose-Research, Analytics and Published Materials).

Recipient and/or any Third-Party Data Recipient shall not publish, sell, or disclose the data, or any part thereof, to the extent that the information published of any area, industry, Federal Department or Federal Agency level contains fewer than three (3) reporting units (as defined in C.R.S. 8-70-103(9), 1987 Rep. Vol., as amended), or eighty percent (80%) of the total employment of the applicable reporting level is made up by a single reporting unit.

Recipient shall not use the Data to publicly distribute any type of ranking lists, including but not limited to "Top Ten Employers", etc. Data are to be used for statistical purposes only, and not for any solicitation, advertising, enforcement, compliance by the Recipient and/or Third-Party Data Recipients. Recipient may publish and share the results of such research or analytics, provided that such reports include only Anonymized Data and are given prior written approval by the Transferring Agency in order to ensure that such publication meets the threshold for its suppression and publication policies.

Table 1: List of fields provided

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
1	1	1	Adm	Transaction Code
2	3	2	Adm	State FIPS Numeric Code
4	7	4	Qtr	Year
8	8	1	Qtr	Quarter
9	1 8	10	Adm	UI Account Number
1 9	2 3	5	Adm	Reporting Unit Number
2 4	3 2	9	Adm	EIN (Employer Identification Number)
3 3	4 2	10	—	Filler 1 (Predecessor UI Account Number)
4 3	4 7	5	—	Filler 2 (Predecessor Reporting Unit Number)
4 8	5 7	10	—	Filler 3 (Successor UI Account Number)
5 8	6 2	5	—	Filler 4 (Successor Reporting Unit Number)

6 3	9 7	35	Adm	Legal/Corporate Name
9 8	1 3 2	35	Adm	Trade Name/DBA

UI Address Block (133-243)

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
1 3 3	1 6 7	35	Adm	UI Street Address--Line 1
1 6 8	2 0 2	35	Adm	UI Street Address--Line 2
2 0 3	2 3 2	30	Adm	UI Address--City
2 3 3	2 3 4	2	Adm	UI Address--State
2 3 5	2 3 9	5	Adm	UI Address--5-Digit ZIP Code
2 4 0	2 4 3	4	Adm	UI Address--ZIP Code Extension

Physical Location Address Block (244-354)

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
2 4 4	2 7 8	35	Adm	Physical Location (PLA) Street Address--Line 1
2 7 9	3 1 3	35	Adm	Physical Location (PLA) Street Address--Line 2
3 1 4	3 4 3	30	Adm	Physical Location Address (PLA)--City
3 4 4	3 4 5	2	Adm	Physical Location Address (PLA)--State
3 4 6	3 5 0	5	Adm	Physical Location Address (PLA)--5-Digit ZIP Code
3 5 1	3 5 4	4	Adm	Physical Location Address (PLA)--ZIP Code Extension

Mailing/Other Address Block (355-466)

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
3 5 5	3 8 9	35	Adm	Mailing/Other (MOA) Street Address-- Line 1
3 9 0	4 2 4	35	Adm	Mailing/Other (MOA) Street Address-- Line 2
4 2 5	4 5 4	30	Adm	Mailing/Other (MOA) Address--City
4 5 5	4 5 6	2	Adm	Mailing/Other (MOA) Address--State
4 5 7	4 6 1	5	Adm	Mailing/Other (MOA) Address--5-Digit ZIP Code
4 6 2	4 6 5	4	Adm	Mailing/Other (MOA) Address--ZIP Code Extension
4 6 6	4 6 6	1	Adm	Mailing/Other (MOA) Address Type

4	5	35	Adm	Reporting Unit Description
6	0			
7	1			

Telephone Number (502-511)

S t a r t	E n d	L e n g t h	F i e d T y p e	D a t a E l e m e n t
5	5	3	Adm	Phone Area Code
0	0			
2	4			
5	5	3	Adm	Phone Prefix
0	0			
5	7			
5	5	4	Adm	Phone Suffix
0	1			
8	1			

Setup Date (512-519)

S t a r t	E n d	Le n g t h	Field Type	Data Element
5 1 2	5 1 5	4	Adm	Setup Date--Year
5 1 6	5 1 7	2	Adm	Setup Date--Month
5 1 8	5 1 9	2	Adm	Setup Date--Day

Initial Date of Liability (520-527)

S t a r t	E n d	Len g t h	Field Type	Data Element
5 2 0	5 2 3	4	Adm	Initial Date of Liability--Year
5 2 4	5 2 5	2	Adm	Initial Date of Liability--Month

5 2 6	5 2 7	2	Adm	Initial Date of Liability--Day
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End of Liability Date (528-535)

Start	End	Length	Field Type	Data Element
5 2 8	5 3 1	4	Adm	End of Liability Date--Year
5 3 2	5 3 3	2	Adm	End of Liability Date--Month
5 3 4	5 3 5	2	Adm	End of Liability Date--Day

Reactivation Date (536-543)

Start	End	Length	Field Type	Data Element
536	539	4	Adm	Reactivation Date--Year
540	541	2	Adm	Reactivation Date--Month
542	543	2	Adm	Reactivation Date--Day

Fields 544 to 798

Start	End	Length	Field Type	Data Element
544	544	1	Qtr	Status Code
545	545	1	Adm	CES Indicator

Start	End	Length	Field Type	Data Element
546	547	2	Adm	ARS Response Code
548	551	4	Adm	ARS Refile Year
552	554	3	Adm	Old County Code
555	555	1	Adm	Old Ownership Code
556	559	4	Adm	ARS Verification Year
560	562	3	Adm	Old Township Code
563	567	5	Adm	Maximum Reporting Unit Number

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
5 6 8	5 6 8	1	Adm	MWR Mail Indicator
5 6 9	5 7 4	6	Adm	Old NAICS Code
5 7 5	5 7 5	1	Qtr	Data Source
5 7 6	5 7 6	1	QAdm	Special Indicator Code
5 7 7	5 8 0	4	Qtr	Agent Code
5 8 1	5 8 4	4	Qtr	SIC
5 8 5	5 9 0	6	Qtr	NAICS02 Code

Start	End	Length	Field Type	Data Element
591	596	6	Qtr	NAICS Code
597	597	1	Qtr	Ownership Code
598	598	1	Adm	Organization Type Code
599	601	3	Qtr	County Code
602	604	3	Qtr	Township Code
605	605	1	—	Filler
606	611	6	Qtr	First Month Employment

Start	End	Length	Field Type	Data Element
612	612	1	Qtr	First Month Employment Indicator
613	618	6	Qtr	Second Month Employment
619	619	1	Qtr	Second Month Employment Indicator
620	625	6	Qtr	Third Month Employment
626	626	1	Qtr	Third Month Employment Indicator
627	637	11	Qtr	Total Wages
638	638	1	Qtr	Total Wages Indicator

Start	End	Length	Field Type	Data Element
639	649	11	Qtr	Taxable Wages
650	658	9	Qtr	Contributions (Due)
659	659	1	Qtr	Type of Coverage Code
660	660	1	Qtr	MEEI Code
661	661	1	Adm	PLA Type Code
662	663	2	Qtr	First Comment Code
664	665	2	Qtr	Second Comment Code

Start	End	Length	Field Type	Data Element
666	667	2	Qtr	Third Comment Code
668	724	57	Qtr	Narrative Comment
725	726	2	Adm	Collection Mode Indicator
727	728	2	Qtr	ECCI
729	729	1	Adm	UI Address Type Code
730	737	8	Adm	Date PLA Changed
738	738	1	Adm	Geocoding Software

Start Date	End Date	Length	Field Type	Data Element
7/3/9	7/3/9	1	Adm	Geocoding Source
7/4/0	7/4/3	4	Adm	Match Code
7/4/4	7/4/6	3	Twice	Location Code
7/4/7	7/5/5	9	Twice	Latitude
7/5/6	7/6/6	11	Twice	Longitude

Start Date	End Date	Length	Field Type	Data Element
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7 6 7	7 7 1	5	Twice	Year and Quarter of New Latitude and Longitude
7 7 2	7 7 6	5	Qtr	Place Code
7 7 7	7 7 8	2	Qtr	Class Code
7 7 9	7 9 3	15	Qtr	Census ID: 2 digit State code 3 digit County code 6 digit Census Tract 1 digit Census Block Group 2 digit Census Block Code 1 digit optional Block Code letter
7 9 4	7 9 7	4	—	Filler
7 9 8	7 9 8	1	Adm	Address Source Code

Nondisclosure/Informed Consent (799-807)

Start	End	Length	Field Type	Data Element
799	799	1	Adm	Nondisclosure/Informed Consent Code
80003	8003	4	Adm	Nondisclosure/Informed Consent Year Agreed
80047	8007	4	Adm	Nondisclosure/Informed Consent Year Ended

Future QCEW Contact Block (808-827)

Start	End	Length	Field Type	Data Element
808	8011	4	Adm	Future ARS Refile Year
812	813	2	Adm	Future ARS Response Code

8 1 4	8 1 9	6	Adm	Future NAICS Code
8 2 0	8 2 2	3	Adm	Future County Code
8 2 3	8 2 5	3	Adm	Future Town Code
8 2 6	8 2 7	2	Adm	Future CMI Code

Wage Record Summary Information (828-844)

Start	End	Length	Field Type	Data Element
8 2 8	8 3 3	6	Qtr	Wage Record Count of Unique SSNs
8 3 4	8 4 4	11	Qtr	Wage Record Wages
8 4 5	8 4 9	5	Adm	Phone Extension

QCEW Contact Block (850-1049)

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
8 5 0	8 8 4	35	Adm	QCEW Contact (Attention Line)
8 8 5	9 1 9	35	Adm	QCEW Contact Title
9 2 0	9 7 9	60	Adm	QCEW Contact Email Address
9 8 0	9 8 9	10	Adm	QCEW Contact Fax
9 9 0	1 0 4 9	60	Adm	Website Address
1 0 5 0	1 0 5 0	1	—	Future Use

1 0 5 1	1 0 6 0	10	Qtr	Largest Wage Record Recipient— Possible or Actual Successor
1 0 6 1	1 0 6 6	6	Qtr	Wage Record Count to Largest Wage Record Recipient
1 0 6 7	1 0 7 6	10	Qtr	Largest Wage Record Contributor— Possible or Actual Predecessor
1 0 7 7	1 0 8 2	6	Qtr	Wage Record Count from Largest Wage Record Contributor
1 0 8 3	1 0 8 8	6	Qtr	Hires
1 0 8 9	1 0 9 4	6	Qtr	Separations
1 0 9 5	1 1 0 0	6	Qtr	"New Entrants"

1101	106	6	Qtr	"Exits"
S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
1107	112	6	Qtr	"Continuous Employees"

Discrepancy Information (1113-1190)

S t a r t	E n d	L e n g t h	F i e l d T y p e	D a t a E l e m e n t
1113	116	4	Adm	Fact of Discrepancy Year
1117	118	2	Adm	Fact of Discrepancy Month

1 1 1 9	1 1 2 0	2	Adm	Fact of Discrepancy Control/Action Code
1 1 2 1	1 1 2 6	6	Adm	Fact of Discrepancy NAICS
1 1 2 7	1 1 2 9	3	Adm	Fact of Discrepancy County
1 1 3 0	1 1 8 6	57	Adm	Fact of Discrepancy Explanation
1 1 8 7	1 1 9 0	4	—	Filler/Future Field

TABLE FIELDS

Field Name	Field Description
TRANSCODE	Transaction Code
STATE_FIPS	State FIPS Numeric Code
YEAR	Year
QUARTER	Quarter
UI_ACCT_NUM	UI Account Number
RUN	Reporting Unit Number
EIN	EIN (Employer Identification Number)
FILLER1	Filler (Pred UI Account Number)
FILLER2	Filler (Pred Reporting Unit Number)
FILLER3	Filler (Succ UI Account Number)
FILLER4	Filler (Succ Reporting Unit Number)
LGLNM	Legal/Corporate Name
TRDNM	Trade Name/DBA

UI Address Block (133-243)

Field Name	Field Description
UI_ADD1	UI Street Address--Line 1
UI_ADD2	UI Street Address--Line 2
UI_CITY	UI Address--City
UI_STATE	UI Address--State
UI_ZIP	UI Address--5-Digit ZIP Code
UI_ZIP_EXT	UI Address--ZIP Code Extension

Physical Location Address Block (244-354)

Field Name	Field Description
PL_ADD1	Physical Location (PLA) Street Address--Line 1
PL_ADD2	Physical Location (PLA) Street Address--Line 2
PL_CITY	Physical Location Address (PLA)--City
PLA_STATE	Physical Location Address (PLA)--State
PLA_ZIP	Physical Location Address (PLA)--5-Digit ZIP Code
PLA_ZIP_EXT	Physical Location Address (PLA)--ZIP Code Extension

Mailing/Other Address Block (355-466)

Field Name	Field Description
MOA_ADD1	Mailing/Other (MOA) Street Address--Line 1
MOA_ADD2	Mailing/Other (MOA) Street Address--Line 2
MOA_CITY	Mailing/Other (MOA) Address--City
MOA_STATE	Mailing/Other (MOA) Address--State
MOA_ZIP	Mailing/Other (MOA) Address--5-Digit ZIP Code
MOA_ZIP_EXT	Mailing/Other (MOA) Address--ZIP Code Extension
MO_ADD_TYPE	Mailing/Other (MOA) Address Type
RUD	Reporting Unit Description

Telephone Number (502-511)

Field Name	Field Description
PH_AREA_CODE	Phone Area Code
PH_PREFIX	Phone Prefix
PH_SUFFIX	Phone Suffix

Setup Date (512-519)

Field Name	Field Description
SETUP_YEAR	Setup Date—Year
SETUP_MONTH	Setup Date—Month
SETUP_DAY	Setup Date—Day

Initial Date of Liability (520-527)

Field Name	Field Description
LIAB_YEAR	Initial Date of Liability--Year
LIAB_MONTH	Initial Date of Liability--Month
LIAB_DAY	Initial Date of Liability--Day

End of Liability Date (528-535)

Field Name	Field Description
EOL_YEAR	End of Liability Date—Year
EOL_MONTH	End of Liability Date—Month
EOL_DAY	End of Liability Date—Day

Reactivation Date (536-543)

Field Name	Field Description
REACT_YEAR	Reactivation Date--Year
REACT_MONTH	Reactivation Date--Month
REACT_DAY	Reactivation Date--Day
STATUS_CODE	Status Code
CES_IND	CES Indicator
ARS_CODE	ARS Response Code
ARS_RYEAR	ARS Refile Year
OCNTY	Old County Code
OOWN	Old Ownership Code
ARS_VYEAR	ARS Verification Year
OTOWN	Old Township Code
MAXRU	Maximum Reporting Unit Number
MWR_MAIL_IND	MWR Mail Indicator
ONAICS	Old NAICS Code
DATASO	Data Source
SPEC_IND	Special Indicator Code

Field Name	Field Description
AGENT	Agent Code
SIC	SIC
NAICS02	NAICS02 Code
NAICS	NAICS Code
OWN_CODE	Ownership Code
ORG_TYPE	Organization Type Code
CNTY	County Code
TOWN_CODE	Township Code
FILLER 5	Filler
M1EMP	First Month Employment
M1EMP_IND	First Month Employment Indicator
M2EMP	Second Month Employment
M2EMP_IND	Second Month Employment Indicator
M3EMP	Third Month Employment
M3EMP_IND	Third Month Employment Indicator
TOTAL_WAGES	Total Wages
TOTAL_WAGES_IND	Total Wages Indicator

Field Name	Field Description
TAX_WAGES	Taxable Wages
CNTRB	Contributions (Due)
CVRG-CODE	Type of Coverage Code
MEEI	MEEI Code
PLA_TYPE_CODE	PLA Type Code
CMNT1	First Comment Code
CMNT2	Second Comment Code
CMNT3	Third Comment Code
COM_NARR	Narrative Comment
CMI	Collection Mode Indicator
ECCI	ECCI
UI_ADDR_IND	UI Address Type Code
PL-DATE_CHNG	Date PLA Changed
GEO_SOFT	Geocoding Software
GEO_SOURCE	Geocoding Source
MATCH_CODE	Match Code

Field Name	Field Description
MATCH_CODE	Match Code
LOCCODE	Location Code
LATITUDE	Latitude
LONGITUDE	Longitude
CNTRB	Contributions (Due)
CVRG-CODE	Type of Coverage Code
MEEI	MEEI Code
PLA_TYPE_CODE	PLA Type Code
CMNT1	First Comment Code
CMNT2	Second Comment Code
CMNT3	Third Comment Code
COM_NARR	Narrative Comment
CMI	Collection Mode Indicator
ECCI	ECCI
UI_ADDR_IND	UI Address Type Code

Field Name	Field Description
PL-DATE_CHNG	Date PLA Changed
GEOSOFT	Geocoding Software
GEOSOURCE	Geocoding Source
MATCH_CODE	Match Code
LOCCODE	Location Code
LATITUDE	Latitude
LONGITUDE	Longitude
LTLNGYRQTR	Year and Quarter of New Latitude and Longitude
PLACE_CODE	Place Code
PLACE_CLASS_CODE	Class Code
CENSUS_BLK	Census ID:
CENSUS_BLK	2 digit State code
CENSUS_BLK	3 digit County code
CENSUS_BLK	6 digit Census Tract
CENSUS_BLK	1 digit Census Block Group
CENSUS_BLK	2 digit Census Block Code

Field Name	Field Description
CENSUS_BLCK	1 digit optional Block Code letter
FILLER6	Filler
ADD_SOURCE	Address Source Code

Nondisclosure/Informed Consent (799-807)

Field Name	Field Description
ICCD	Nondisclosure/Informed Consent Code
ICST	Nondisclosure/Informed Consent Year Agreed
ICEND	Nondisclosure/Informed Consent Year Ended

Future QCEW Contact Block (808-827)

Field Name	Field Description
F_ARS_REF_YEAR	Future ARS Refile Year
F_RES_CODE	Future ARS Response Code
F_NAICS_CODE	Future NAICS Code
F_CNTY_CODE	Future County Code
F_TOWN_CODE	Future Town Code
F_CMI_CODE	Future CMI Code

Wage Record Summary Information (828-844)

Field Name	Field Description
WRC	Wage Record Count of Unique SSNs
WRW	Wage Record Wages
PHN_EXT	Phone Extension

QCEW Contact Block (850-1049)

Field Name	Field Description
CONTACT_NAME	QCEW Contact (Attention Line)
CONTACT_TITLE	QCEW Contact Title
CONTACT_EMAIL	QCEW Contact Email Address
CONTACT_FAX	QCEW Contact Fax
CONTACT_WEB	Website Address
FILLER7	Future Use
LWRR_UI	Largest Wage Record Recipient— Possible or Actual Successor
LWRR	Wage Record Count to Largest Wage Record Recipient
LWRC_UI	Largest Wage Record Contributor—Possible or Actual Predecessor
LWRC	Wage Record Count from Largest Wage Record Contributor
HIRES	Hires
SEPARATE	Separations
ENTRANTS	"New Entrants"
EXITS	"Exits"

CONT_EMPL	"Continuous Employees"
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Discrepancy Information (1113-1190)

Field Name	Field Description
FOD_YEAR	Fact of Discrepancy Year
FOD_MONTH	Fact of Discrepancy Month
FOD_CAC	Fact of Discrepancy Control/Action Code
FOD_NAICS	Fact of Discrepancy NAICS
FOD_CNTY	Fact of Discrepancy County
FOD_EXPLN	Fact of Discrepancy Explanation
FILLER8	Filler/Future Field

Authorized Personnel and Contractors

N/A

Exhibit B, PII Certification

State of Colorado

Third Party Entity / Organization Certification for Access TO PII through a Database or Automated Network

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

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

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit C, Third-Party Data Recipient Certification

This Third-Party Data Recipient Certification (“Certification”) documents that the Third-Party Data Recipient is aware that the terms of the Agreement are applicable to the Third-Party Data Recipient.

Term

The term of this Certification shall commence on the Effective Date and shall terminate One (1) year from the Effective Date unless sooner terminated in accordance with its terms or when the agreement between the Recipient and the Third-Party Data Recipient terminates. This Certification must be renewed every year if the Agreement is multiyear.

Purpose

The Recipient, Town of Erie, CO wishes to provide a Third-Party Data Recipient _____ (Legal Entity Name) with access to the Transferring Agencies data (Colorado Department of Labor and Employment) for the purpose of _____(Insert description of the use case of Third party).

Obligations

1. The Recipient acknowledges that as the Primary Recipient of the data they are responsible for ensuring the Third-Party Data Recipient meets all obligations outlined in this Certification. The Recipient will be held responsible for any breaches/harm caused by the Third-Party Data Recipient.
2. Third-Party Data Recipients shall only utilize the Data to deliver services related to the Purpose. No other use of the Data are permitted.
3. The Recipient will notify the Transferring Agency via email within 5 business days of any termination of contract, so that sharing permission can be updated.
4. This Certification is not transferable to any other party.
5. The Third-Party Data Recipient acknowledges that they are held to the same standards and responsibilities as the Recipient as outlined in this Agreement, including but not limited to compliance with all clauses outlined below:

Section 2 - “Data Sharing”

Section 3 - “Data Use and Restrictions”

Section 4 - “Data Security Requirements”

Section 6 - “Purpose - Research, Analytics and Published Materials”

Section 7 - “Security Incident and Data Breach”

All State and Federal Confidentiality requirements as described (if applicable):

Exhibit A - Data to be Shared and Attachments

Exhibit B - PII Certification

6. The Third-Party Data Recipient is subject to compliance auditing by the Transferring Agency, its representatives, the State of Colorado, and any Federal Agency. Any costs associated with compliance auditing will be the responsibility of the Recipient.

7. The Recipient shall provide the Transferring Agency with a copy of the Agreement between the Recipient and Third-Party Data Recipient that demonstrates all data privacy, confidentiality, security and handling requirements as outlined in this Agreement. Third-Party Data Recipient acknowledges they have assumed all obligations for data use and security as described in this Agreement.

8. Nothing in this Third-Party Data Recipient Certification constitutes an Agreement between the Transferring Agency and Third-Party Data Recipient.

Each person signing this Certification represents and certifies that they have full legal authority to execute this certification on behalf of the Organization.

Third-Party Data Recipient

Legal Name of Third-Party Data Recipient

By: _____

[Name & Title of Person Signing for Third-Party Data Recipient]

Date: _____

Recipient

[INSERT: Legal Name of Recipient]

By: _____

[Name & Title of Person Signing for Recipient]

Date: _____

Exhibit D, Sample Option Letter

State Agency

[Insert Department's or IHE's Full Legal Name]

Recipient

[Insert Recipient's Full Legal Name]

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Current Agreement Maximum Amount

Initial Term

State Fiscal Year Initial Term [20xx]: [\$0.00]

Extension Terms

State Fiscal Year Extension Term 1 [20xx]: [\$0.00]

State Fiscal Year Extension Term 2 [20xx]: [\$0.00]

State Fiscal Year Extension Term 3 [20xx]: [\$0.00]

State Fiscal Year Extension Term 4 [20xx]: [\$0.00]

Total for All State Fiscal Years: [\$0.00]

1. Options:

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

2. Required Provisions:

- A. For use with Option 1(A):
In accordance with Section(s) [Number]of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert Start Date] and ending on the current contract expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. For use with Options 1(B and C):
In accordance with Section(s) [Number]of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or Both] at the rates stated in the Original Agreement, as amended.
- C. For use with Option 1(D):
In accordance with Section(s) [Number]of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Exhibit/Section] [Number/Letter]. The Agreement rates attached to

this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.

D. For use with Option 1(E):

In accordance with Section(s) [Number]of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [Indicate which phase, 2, 3, 4 etc.], which shall begin on [Insert Start Date for Phase] and end on [Insert Ending Date for Phase] at the cost/price specified in Section [Number].

E. For use with all Options that modify the Agreement Maximum Amount:

The Agreement Maximum Amount table on the Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Month Day, Year], whichever is later.

State of Colorado

Jared S. Polis, Governor

[INSERT: Name of Agency or IHE]

State Controller

Robert Jaros, CPA, MBA, JD

By: [Name & Title of Person Signing for Agency or IHE]

Date: _____

By: [Name of Agency or IHE Delegate-
Please delete if contract will be routed to OSC for approval]

Option Effective Date: _____

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