

Independent Contractor Agreement

1. Offer/Acceptance. This Independent Contractor Agreement (“Agreement”) is between the State of Colorado, for the use and benefit of the Department of Human Services (“the State” or “Buyer”) and [REDACTED] (“Vendor”). This Agreement is effective upon Vendor’s signature and performance shall start on or after January 1, 2017.

2. Term. This Agreement shall end on December 30, 2017.

3. Maximum Amount Payable. The maximum amount payable to Vendor is based upon funds appropriated and is shared across multiple vendors dependent on need. The funds appropriated for the entire Legal Auxiliary Services program is currently \$663,588 for state fiscal year 16-17, but is subject to change without notice.

4. Intellectual Property. Any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively “materials”) delivered by vendor in performance of its obligations under this Agreement shall be the exclusive property of buyer. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the “State”), or buyer, as applicable, and all confidentiality and non-disclosure agreements, security controls, and reporting requirements.

5. Warranties. All provisions and remedies of the Colorado Uniform Commercial Code, CRS, Title 4 (“CUCC”), relating to implied and/or express warranties are incorporated herein, in addition to any warranties contained in this Agreement or the specifications.

6. Inspection and Acceptance. Final acceptance is contingent upon completion of all applicable inspection procedures. If services fail to meet any inspection requirements, buyer may exercise all of its rights, including those provided in the CUCC. Buyer shall have the right to inspect services provided under this Agreement at all reasonable times and places. “Services” as used in this section includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to Agreement requirements, buyer may require vendor to perform the services again in conformity with Agreement requirements, without additional payment. When defects in the quality or

quantity of service cannot be corrected by re-performance, buyer may (a) require vendor to take necessary action to ensure that future performance conforms to Agreement requirements and (b) equitably reduce the payment due vendor to reflect the reduced value of the services performed. These remedies do not limit the remedies otherwise available in this Agreement, at law, or in equity.

7. Taxes. Buyer and the State are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code [No. 84-730123K] and from all State and local government sales and use taxes [CRS, Title 39, Article 26, Parts I and II]. Such exemptions apply when materials are purchased for the benefit of State, except that in certain political subdivisions (e.g., City of Denver) vendor may be required to pay sales or use taxes even though the ultimate product or service is provided to buyer. Buyer shall not reimburse such sales or use taxes.

8. Payment. Buyer shall pay Vendor for all amounts due within 45 days after receipt of invoice. Interest on the unpaid balance shall begin to accrue on the 46th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to buyer’s obligation to pay all or a portion of the amount due. Vendor shall invoice buyer separately for interest on delinquent amounts due, referencing the delinquent payment, number of day’s interest to be paid, and applicable interest rate.

9. Vendor Offset. [Not Applicable to *Inter-governmental POs*] Under CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State’s vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

10. Assignment and Successors. Vendor shall not assign rights or delegate duties under this Agreement, or subcontract any part of the performance required under this Agreement, without the express, written consent of buyer. This Agreement shall inure to the benefit of and be binding upon vendor and buyer and their respective successors and assigns. Assignment of

Independent Contractor Agreement

accounts receivable may be made only upon written notice furnished to buyer.

11. Indemnification. If any article sold or delivered under this Agreement is covered by a patent, copyright, trademark, or application therefore, vendor shall indemnify and hold harmless buyer from any and all loss, liability, cost, expenses and legal fees incurred on account of any claims, legal actions or judgments arising out of manufacture, sale or use of such article in violation or infringement of rights under such patent, copyright, trademark or application. If this Agreement is for services, vendor shall indemnify, save, and hold harmless buyer, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related expenses, incurred as a result of any act or omission by vendor, or its employees, agents, subcontractors or assignees, arising out of or in connection with performance of services under this Agreement.

12. Independent Contractor. Vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither vendor nor any agent or employee of vendor shall be deemed to be an agent or employee of buyer. Vendor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through buyer and buyer shall not pay for or otherwise provide such coverage for vendor or any of its agents or employees. Unemployment insurance benefits will be available to vendor and its employees and agents only if coverage is made available by vendor or a third party. Vendor shall pay when due all applicable employment, income, and local head taxes incurred pursuant to this Agreement. Vendor shall not have authorization, express or implied, to bind buyer to any agreement, liability or understanding, except as expressly set forth herein. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by buyer, and (c) be solely responsible for its acts and those of its employees and agents.

13. Compliance. Vendor 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.

14. Termination for Cause. (a) If vendor refuses or fails to timely and properly perform any of its

obligations under this Agreement with such diligence as will ensure its completion within the time specified herein, buyer may notify vendor in writing of non-performance and, if not corrected by vendor within the time specified in the notice, terminate vendor's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Vendor shall continue performance of this Agreement to the extent not terminated and be liable for excess costs incurred by buyer in procuring similar services elsewhere. Payment for completed services performed and accepted shall be at the price set forth in this Agreement. (b) Buyer may withhold amounts due to vendor as buyer deems necessary to reimburse buyer for excess costs incurred in curing, completing or procuring similar services. (c) If after rejection, revocation, or other termination of vendor's right to proceed under the CUCC or this clause, buyer determines for any reason that vendor was not in default or the delay was excusable, the rights and obligations of buyer and vendor shall be the same as if the notice of termination had been issued pursuant to termination under §21.

15. Termination in Public Interest. Buyer is entering into this Agreement for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and Courts. If this Agreement ceases to further the public policy of the State, buyer, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of buyer's obligations hereunder. This section shall not apply to a termination for vendor's breach, which shall be governed by §20. Buyer shall give written notice of termination to vendor specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, vendor shall not incur further obligations except as necessary to mitigate costs of performance. For services, buyer shall pay (a) reasonable settlement expenses, (b) the Agreement price or rate for supplies and services delivered and accepted, (c) reasonable costs of performance on unaccepted supplies and services, and (d) a reasonable profit for the unaccepted work. Buyer's termination liability under this section shall not exceed the total Agreement price plus a reasonable cost for settlement expenses. Vendor shall submit a termination proposal and reasonable supporting

Independent Contractor Agreement

documentation, and cost and pricing data as required by CRS §24-106-101, upon request of buyer.

16. Fund Availability. Financial obligations of buyer payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement is funded in whole or in part with federal funds, this Agreement is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. Buyer represents that it has set aside sufficient funds to make payment for goods delivered in a single installment, in accordance with the terms of this Agreement.

17. Choice of Law. State laws, rules and regulations shall be applied in the interpretation, execution, and enforcement of this Agreement. The CUCC shall govern this Agreement in the case of goods unless otherwise agreed in this Agreement. Any provision included or incorporated herein by reference which conflicts with such laws, rules, and regulations is null and void. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement 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. Unless otherwise specified in the solicitation or this Agreement, venue for any judicial or administrative action arising out of or in connection with this Agreement shall be in Denver, Colorado. Vendor shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against buyer.

18. Public Contracts for Services. [*Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental POs, or information technology services or products and services*] Vendor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Vendor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or Agreement with a subcontractor that fails to certify to vendor that the subcontractor shall not knowingly employ or contract

with an illegal alien to perform work under this Agreement. Vendor shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify subcontractor and buyer within three days if vendor has actual knowledge that subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If vendor participates in the Department program, vendor shall deliver to the buyer a written, notarized affirmation that vendor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If vendor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., buyer may terminate this Agreement for breach and, if so terminated, vendor shall be liable for damages.

19. Public Contracts with Natural Persons. Vendor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date vendor delivers goods or begins performing services under terms of the Agreement.

SCOPE OF WORK

A. Background

The Colorado Commission for the Deaf and Hard of Hearing (CCDHH) coordinates and pays for auxiliary services for the Colorado State Courts, probation, court-ordered treatment, CCDHH staff and the Department of Human Services. Auxiliary services include sign language interpreters, Communication Access Real Time Translation (CART) providers. CCDHH has an on-going need for vendors and is establishing a list of qualified professional vendors who meet language proficiency and certification levels

B. Services

1. Vendor shall perform the following services as may be scheduled by mutual agreement between CCDHH and Vendor. Vendor shall not be required to accept every assignment that is requested by the CCDHH, and shall notify the CCDHH of any locations where Vendor is not willing or able to serve.
 - i. Vendor shall always appear to provide services on time.
 - ii. Vendor shall provide auxiliary services for consumers, as needed.
 - iii. Vendor shall provide auxiliary services in an impartial manner without regard to the content of the communication in accordance with accepted methods of practice and standards.
 - iv. Vendor shall provide services for matters such as in-court proceedings, probation, related in-court functions, court ordered treatment, or for CCDHH or Department of Human Services staff.
2. Vendor shall provide any specialized tools that may be needed to perform the services, except those tools that CCDHH may provide and such supplies and equipment as may be agreed by the Parties.
3. CCDHH shall compensate Vendor for services performed at a fee in accordance with the terms and conditions of the attached fee schedules.

C. Insurance

1. Vendor shall obtain and maintain insurance as specified in this section at all times during the term of this Agreement. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Vendor and the State. Vendor shall maintain the following insurance, per limits set by Department of Human Services Risk Management:
 - i. Automobile Liability: Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with minimum limits of \$250,000/\$500,000 (Per Person/Per Occurrence), unless waived in writing, by the State.
 - ii. Professional Liability: Professional liability insurance with minimum limits of liability of not less than \$1,000,000, unless waived in writing, by the State.
2. Primacy of Coverage: Coverage required of Contractor and Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.
3. Cancellation: The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with provision E. Notice and Representatives within seven days of Contractor's receipt of such notice.
4. Subrogation Waiver: All insurance policies in any way related to this Contract and secured and maintained by Contractor or its Subcontractors as required herein 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.
5. Certificates: Contractor and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Contract. No later than 15 days prior to the expiration date of any such coverage, Contractor and each Subcontractor shall deliver to the State or Contractor certificates of insurance evidencing renewals thereof. In addition, upon

request by the State at any other time during the term of this Contract or any subcontract, Contractor and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with this Agreement.

D. Miscellaneous Provisions:

1. **DUTIES OF CCDHH.** It is specifically agreed that CCDHH does not require Vendor to work exclusively for CCDHH or for the Judicial Districts.
2. **PERFORMANCE SPECIFICATIONS.** CCDHH shall not exercise control over Vendor by overseeing the actual work or instructing Vendor as to how the work will be performed; however CCDHH reserves the right to evaluate the quality of Vendor's work in whatever manner deemed best by CCDHH.
3. **PAYMENT METHOD.** Vendor shall submit an invoice(s) to CCDHH for services provided during the month, and upon approval of the charges, CCDHH shall pay Vendor.
4. **LICENSE.** Vendor declares that Vendor has complied with all federal, state and local laws and regulations regarding business permits and licenses, if any such permits or licenses are required in order to carry out the work to be performed under this Agreement.
5. **TERMINATION.** In addition to any other termination provisions in this Agreement, CCDHH may terminate this Agreement, in whole or in part, for any reason. CCDHH shall give at least thirty (30) days written notice of such termination, specifying the part of the contract terminated and when the termination shall become effective.
6. **DEPARTMENT REPRESENTATIVE.** This Agreement shall be administered for the Department of Human Services through the following designated representative:

**Colorado Commission for the Deaf and Hard of Hearing
Cheri Davis, Legal Auxiliary Services
1575 Sherman St, Garden Level
Denver, CO 80203
Phone: 303-866-4824
VP: 720-457-3679
Fax: 303-866-4831**

ADDENDUM 1 – Fee Schedules

Fee Schedule for Legal Settings

A. PURPOSE

In order to achieve fairness for the payment of auxiliary services across the state, a statewide **Fee Schedule** has been implemented for the Colorado Commission for the Deaf and Hard of Hearing- Legal Auxiliary Services (CCDHH-LAS). The following goals of the Fee Schedule are:

1. Uniform statewide guidelines regarding auxiliary services in the provision of equal access and high quality of auxiliary services throughout the state court system and probation.
2. Compensation set in order for CCDHH-LAS to provide required qualified auxiliary services within the constraints of legislative appropriations
3. Fee Schedule conforms to the spirit and intent of enabling legislation (C.R.S. 13-90-201 to 210) and Rule (12 CCR 2516-1).

B. APPLICABILITY

The CCDHH Legal Auxiliary Services Fee Schedule applies to all State of Colorado District and County trial courts (with the exception of Denver City and County Court and all municipal courts) and probation in the processing of auxiliary service vendor invoices. All independently contracted auxiliary service vendors and agencies are considered “in good standing” if they have been approved by CCDHH-LAS through the completion of annual required independent contractor paperwork and successful background check (every three years). CCDHH-LAS will only pay for the services of authorized auxiliary service vendors who have been confirmed for assignments via the Gridcheck Scheduling System by the CCDHH-LAS Manager or Auxiliary Services Coordinator. Payment for auxiliary services required by other agencies outside of the courthouse, such as the District Attorney’s Office, the Office of the Public Defender or the Department of Corrections, are the responsibility of those entities.

C. COMPENSATION-Legal Credential Authorization (LCA) Required

In accepting court assignments, Vendor agrees to abide by all applicable rules of decorum, to report on time, and to remain for the duration of the scheduled assignment, unless released by the Managing Interpreter, designee, or other Administrative Authority, to dress in appropriate professional attire, and to abide by their professions’ code of ethics as well as the Colorado Code of Professional Responsibility for Interpreters in the State Court System. Full or partial payment may be forfeited if the Vendor is found to be in violation of any of the above.

D. Individual Base Rates

\$80/hour: Status I-Certified CART Provider

\$60/hour: Status I-SC:L (Specialist Certificate: Legal), CDI (Certified Deaf Interpreter)

\$53/hour: Status II-RID Certified plus legal training and supervised experience

E. Assignments

All assignments will be paid a two-hour minimum. If the assignment is less than two (2) hours and Vendor is asked by the court to go with the consumer for another court service (ie: payment of fees, probation, victim services, etc), Vendor will go with the consumer and provide service if it still falls within the 2-hour time frame. *The \$30 Last Minute Fee does not apply.* Additional time over and above the 2-hour time frame will be paid in 15-minute increments.

Jury Duty: If the juror is selected and an interpreter is available to stay, an additional session(s) will be added in Gridcheck and *the \$30 Last Minute Fee will apply*. Any service provided after eight (8) hours is paid at the Vendor's individual base rate plus the overtime differential. Lunch breaks are not paid unless there are extenuating circumstances. All day jury duty assignments will be off-set by the office to 8 hours. Contact CCDHH-LAS immediately for any additional time worked over and above 8 hours in one day. **Assignments for jurors that are selected for trials that are assigned to either Denver City or County Courts will be paid by the Denver Office of Sign Language Services upon completion.**

Other All-day Assignments: Lunch breaks are not paid unless there are extenuating circumstances. All full-day assignments will be off-set by the office to 8 hours. Contact CCDHH-LAS immediately for any additional time worked over and above 8 hours in one day.

**Any assignment that goes beyond the scheduled end time will be rounded to the nearest 15 minutes.*

F. Rate Adjustments for Special Circumstances

*Overtime differential: more than 8 hours in a single day

Extra time x Individual base rate x 1.5

*Weekday evening differential: **7:00 pm to 7:00 am**

Individual base rate + \$15 per hour

*Weekend differential: **7:00 pm on Friday to 7:00 am Monday**

Individual base rate + \$15 per hour

*Holiday differential: assignments on official state holidays

Individual base rate + \$30 per hour

G. INDIVIDUAL BASE RATE FOR COURT SETTINGS-LCA REQUIRED

| Status | Base Rate | OT rate | Wknd/Eve rate | Holiday rate |
|-----------|-----------|----------|---------------|--------------|
| Status I | \$ 60.00 | \$90.00 | \$ 75.00 | \$ 90.00 |
| Status II | \$ 53.00 | \$ 79.50 | \$68.00 | \$83.00 |
| CART | \$80.00 | \$120.00 | \$95.00 | \$110.00 |

H. Parking

CCDHH-LAS will pay for parking, with no receipt, up to \$25. Parking charges over \$25 require a receipt.

I. Other

1. "Last Minute Fee"-For assignments made with less than twenty-four (24) hours notice, an additional \$30.00 one-time flat fee will apply. If the assignment is cancelled within the cancellation period, *the \$30.00 fee still applies* and can be invoiced.
2. Invoices will be sent to CCDHH within thirty (30) days of services rendered.
3. Invoices must be submitted for payment within the fiscal year in which the assignment was completed. CCDHH-LAS fiscal year runs from **July 1 through June 30**. Delay in submitting invoices may result in forfeiture of payments.
4. CCDHH-LAS staff will confirm the accuracy of information reported and release back any invoices that need to be adjusted for re-submittal.
5. An assignment that goes past the scheduled end-time, will be paid in **15-minute increments**, rounded to the nearest 15 minutes, upon notification of CCDHH-LAS. Vendors will add the additional amount as a 'Line Item' on the invoice.

6. If a Vendor wishes to request removal from an assignment (without pay) that has been confirmed in Gridcheck, CCDHH-LAS must be notified immediately. If Vendor repeatedly returns assignments, Vendor will lose preference in consideration for future assignments.
7. Vendor is responsible for checking their Gridcheck calendars regularly to avoid any scheduling confusion or errors.

J. Cancellation

1. If an assignment is cancelled with less than two (2) full business-days notice (EX 1 below), Vendor will be paid for the entire cancelled assignment time period and be available for possible re-assignment. Re-assignments, in other locations, may be negotiated with CCDHH-LAS based on preparation, parties involved, new location, etc. Re-assignments that fall within the same time frame are not eligible for the \$30 Last Minute Fee.
2. If the assignment is cancelled with two (2) full business-days notice or more (EX 2 below), CCDHH-LAS is under no obligation to pay any fee to Vendor.
3. If an assignment booked for two or more days is cancelled with less than 2-business-days notice (EX 1 below), Vendor will be paid for the first two (2) days of the assignment (up to 16 hours) and not for any subsequent days and is released from holding the subsequent days.
 - i. **EX 1 A 3-day trial starting on Monday is cancelled on the Thursday before. Vendor is paid for 16 hours for Monday and Tuesday and remains available for possible re-assignment for Monday and Tuesday only.**
 - ii. **EX 2 A 3-day trial starting on Monday is cancelled on the Wednesday before. Vendor is not paid for the assignment and is not required to remain available for possible re-assignment.**
4. Court CLOSURES due to inclement weather, etc. are considered the same as a cancellation and will be paid as such. Vendor is responsible for checking the Judicial website <http://www.courts.state.co.us/> for closures. Mileage will not be paid for travel to a closed location that has been announced on the website.
5. If Vendor is brought in from out of state and is confirmed for an assignment and it is cancelled with less than 2 business-days notice. Vendor will be paid for the assignment up to forty (40) hours.

Comment [CJF1]: Does this relate to cancellation only by CDHS?

K. Early Dismissal

1. If an assignment finishes more than 1 hour before scheduled end time, and Vendor is released by the Managing Interpreter, designee or other Administrative Authority (re: judge or clerk), ***Vendor shall notify CCDHH-LAS immediately and be available for the entire time period for possible re-assignment in the same location.*** Re-assignments in other locations may be negotiated with CCDHH-LAS based on preparation, parties involved, new location, etc. Re-assignments within the same time frame are not eligible for the \$30 Last Minute Fee.
2. If the consumer is a “no-show”, Vendor shall wait to be released by the Managing Interpreter, designee or other Administrative Authority (re: judge or clerk). Vendor shall notify CCDHH-LAS immediately and be available for the entire time period for possible re-assignment. Re-assignments in other locations may be negotiated with CCDHH-LAS based on preparation, parties involved, new location, etc. Re-assignments within the same time frame are not eligible for the \$30 Last Minute Fee.

L. **Travel**

All mileage and travel time calculations must use direct routes provided by GOOGLE MAPS (using Gridcheck link under 'Travel Charges' tab) from Vendor's residence to the assignment location. Time will be paid in 15-minute increments rounded to the nearest 15 minutes. *If the direct route requires a toll, the 2nd best route must be used unless approved by CCDHH-LAS in writing in advance.* Additional time for inclement weather, traffic, etc. will not be paid. Any exceptions must be approved on a case-by-case basis by CCDHH-LAS. The state mandated mileage rate will be changed in Gridcheck and shared with auxiliary service providers as soon as possible after it has been released.

1. Vendor will be paid the state mandated **MILEAGE** rate for each assignment 50 miles or less one-way (<=100 miles round trip).
2. If the miles traveled are more than 50 miles one-way (>100 miles round trip), Vendor will be paid the state mandated **MILEAGE rate** plus the amount of **TRAVEL TIME at half of base rate**. Calculation **MUST** be shown as a 'Line Item' on the invoice.
3. When an out of town assignment exceeds one-day duration, Vendor shall be reimbursed per diem at Department of Human Services' rates. Lodging will be provided and paid for by the CCDHH-LAS. Other considerations can be negotiated and must be pre-approved.
***Contact CCDHH for per diem rates before submitting invoice.**

M. **Vendor "No Show"**

1. If Vendor is a no-show and does not have a valid excuse that equates to a personal or family emergency, Vendor will be given a verbal warning by CCDHH-LAS and a notation of the incident will be made and kept on file.
2. If Vendor is a no-show for a second time within two (2) years without a valid excuse, Vendor will be given a written reprimand and placed at or near the bottom of the referral list for three (3) months. The written reprimand will be kept on file for a period of five (5) years.
3. If Vendor is a no-show for a third time within two (2) years, Vendor will receive a written reprimand by the Commission and will have their Legal Credential Authorization suspended for six (6) months.

Fee Schedule for Non-legal Settings

A. PURPOSE

In order to achieve fairness for the payment of auxiliary services across the state, a statewide Fee Schedule has been implemented for the Colorado Commission for the Deaf and Hard of Hearing and Legal Auxiliary Services (CCDHH and LAS).

The following goals of the Non-Court Fee Schedule are:

1. Uniform statewide guidelines regarding auxiliary services in the provision of equal access and high quality of auxiliary services throughout the state.
2. Compensation set in order for CCDHH to provide required qualified auxiliary services within the constraints of legislative appropriations
3. Fee Schedule conforms to the spirit and intent of enabling legislation (C.R.S. 13-90-201 to 210) and Rule (12 CCR 2516-1).

B. APPLICABILITY

The CCDHH Non-Court Fee Schedule applies in the processing of vendor invoices for treatment agencies as well as other CCDHH and Department of Human Services' needs. All vendors are considered "in good standing" if they have been approved by CCDHH through the completion of annual required independent contractor paperwork. CCDHH will only pay for the services of authorized vendors who have been confirmed for assignments via the Gridcheck Scheduling System by the CCDHH-LAS Manager or Auxiliary Services Coordinator.

C. COMPENSATION

In accepting assignments through CCDHH, Vendor agrees to abide by all applicable rules of decorum, to report on time, to remain for the duration of the scheduled assignment, unless released by the agency designee, or other Administrative Authority, to dress in appropriate professional attire, and to abide by their professions' code of ethics. Full or partial payment may be forfeited if Vendor is found to be in violation of any of the above.

D. Individual Base Rates

\$80/hour: All CART services

\$45/hour: All Sign Language Interpreter Services

E. Assignments

All assignments will be paid a two-hour minimum. If the assignment is less than two (2) hours and Vendor is asked to go with the consumer for another service (ie: another appointment, payment of fees, etc), Vendor will go with the consumer and provide service if it still falls within the 2-hour time frame AND if the new appointment is within the same facility. *The \$30 Last Minute Fee does not apply.* Additional time over and above the 2-hour time frame will be paid in 15-minute increments.

All-day Assignments: Any service provided after eight (8) hours, is paid at Vendor's individual base rate plus overtime differential in 15-minute increments. Lunch breaks will not be paid unless there is extenuating circumstances and CCDHH-LAS provides prior written approval. All full-day assignments will be off-set by the office to 8 hours. Vendor shall contact CCDHH-LAS immediately for any additional time worked over and above 8 hours in one.

*An assignment that goes beyond the scheduled end time will be rounded to the nearest 15 minutes.

F. **Rate Adjustments for Special Circumstances**

- *Overtime differential: more than 8 hours in a single day
 - Extra time x Individual base rate x 1.5
- *Weekday evening differential: **7:00 pm to 7:00 am**
 - Individual base rate + \$15 per hour
- *Weekend differential: **7:00 pm on Friday to 7:00 am Monday**
 - Individual base rate + \$15 per hour
- *Holiday differential: assignments on **official state holidays**
 - Individual base rate + \$30 per hour

G. **INDIVIDUAL BASE RATE FOR NON-LEGAL SETTINGS**

| Status | Base Rate | OT rate | Wknd/Eve rate | Holiday rate |
|--------|-----------|-----------|---------------|--------------|
| ALL | \$ 45.00 | \$ 67.50 | \$ 60.00 | \$ 75.00 |
| CART | \$ 80.00 | \$ 120.00 | \$95.00 | \$110.00 |

***If during an assignment, it becomes a legal matter (police are called, attorney is present, etc.) and Vendor is a Status I or II, Vendor shall notify CCDHH as soon as possible and change the rate to reflect the legal rate for Vendor status on your invoice. If Vendor is a Status IV, Vendor shall recuse itself from the situation and have the agency contact CCDHH-LAS immediately to schedule a legally qualified service provider.**

H. **Parking**

CCDHH-LAS will pay for parking, with no receipt, up to \$25. Parking charges over \$25 require a receipt.

I. **Other**

1. "Last Minute Fee"-For assignments with less than twenty-four (24) hours notice from assignment start time, an additional \$30.00 one-time flat fee will apply. If the assignment is cancelled within the cancellation period, *the \$30.00 fee still applies* and can be invoiced.
2. Invoices will be sent to CCDHH within thirty (30) days of services rendered.
3. Invoices must be submitted for payment within the fiscal year in which the assignment was completed. CCDHH-LAS fiscal year runs from **July 1 through June 30**. Delay in submitting invoices may result in forfeiture of payments.
4. CCDHH-LAS staff will confirm the accuracy of information reported and release back any invoices that need to be adjusted for re-submittal.
5. An assignment that goes past the scheduled end-time, will be paid in **15-minute increments**, rounded to the nearest 15 minutes, upon notification of CCDHH. Vendor shall add the additional amount as a 'Line Item' on the invoice.
6. If Vendor wishes to request removal from an assignment (without pay) that has been confirmed in Gridcheck, CCDHH-LAS must be notified immediately. If Vendor repeatedly returns assignments it will lose preference in consideration for future assignments.
7. Vendor is responsible for checking their Gridcheck calendars regularly to avoid any scheduling confusion or errors.

J. **CANCELLATION**

Assignments are often on evenings, weekends and holidays, therefore, this cancellation policy takes those hours into consideration.

1. If an assignment is cancelled with **less than forty-eight (48) hours from the assignment start time** (EX 1 below), Vendor will be paid for the entire cancelled assignment time period and be available for possible re-assignment. Re-assignments, in other locations, may be negotiated with CCDHH-LAS based on preparation, parties involved, new location, etc. Re-assignments that fall within the same time frame *are not eligible for the \$30 Last Minute Fee*.
2. If the assignment is cancelled, **with 48-hour notice from assignment start time or more** (EX 2 below), CCDHH is under no obligation to pay any fee to Vendor.
3. If an assignment booked for two (2) or more days is cancelled, with less than 48-hour notice, from assignment start time, Vendor will be paid for the first two (2) days of the assignment (up to 16 hours) and not for any subsequent days and are released from holding the subsequent days.
4. Facility or agency CLOSURES due to inclement weather, etc. are considered the same as a cancellation and will be paid as such. If conditions are unsafe, Vendor shall attempt to contact the local contact provided in the confirmation email for cancellation or closure information.

EX 1 An assignment starting on Wednesday at 8:30 am, is cancelled on the Monday before at 10:00am. Vendor is paid for the entire assignment (<48 hour notice from assignment start time).

EX 2 An assignment starting on Monday at 9:00am, is cancelled on the Friday before at 4:30pm. Vendor is not paid for the assignment (> 48 hour notice from assignment start time).

K. EARLY DISMISSAL

1. If an assignment finishes more than 1 hour before scheduled end time, and Vendor is released by the agency designee, *Vendor shall notify CCDHH immediately and be available for the entire time period for possible re-assignment in the same location*. Re-assignments in other locations may be negotiated with CCDHH based on preparation, parties involved, new location, etc. Re-assignments within the same time frame *are not eligible for the \$30 Last Minute Fee*.
2. If the consumer is a “no-show”, Vendor shall wait to be released by the agency designee. Vendor shall notify CCDHH immediately and be available for the entire time period for possible re-assignment. Re-assignments in other locations may be negotiated with CCDHH based on preparation, parties involved, new location, etc. Re-assignments within the same time frame *are not eligible for the \$30 Last Minute Fee*.

L. TRAVEL

1. All mileage and travel time calculations must use direct routes provided by GOOGLE MAPS (using Gridcheck link under ‘Travel Charges’ tab) from Vendor’s residence to assignment location. Time can be rounded up in 15-minute increments rounded to the nearest 15 minutes. *If the direct route requires a toll, the 2nd best route must be used unless approved by CCDHH in advance*. Additional time for inclement weather, traffic, etc. will not be paid. Any exceptions must be approved on a case-by-case basis by CCDHH. The state mandated mileage rate will be changed in Gridcheck and shared with auxiliary service providers as soon as possible after it has been released.
2. Vendor will be paid the state mandated **MILEAGE rate** for each assignment 50 miles or less one-way (<=100 miles round trip).
3. If the miles traveled are more than 50 miles one-way (>100 miles round trip), Vendor will be paid the state mandated **MILEAGE rate** plus the amount of **TRAVEL TIME at half of base rate**. Calculation MUST be shown as a ‘Line Item’ on the invoice.
4. When an out of town assignment exceeds one-day duration, Vendor will be reimbursed per diem at Department of Human Services’ rates. Lodging will be provided and paid for by the CCDHH. Other considerations can be negotiated and must be pre-approved.

Comment [CJF2]: Is this different than CCDHH rates?

***Contact CCDHH for per diem rates before submitting invoice.**

M. Vendor 'NO SHOW'

1. If Vendor is a no-show and does not have a valid excuse that equates to a personal or family emergency, Vendor will be given a verbal warning by the Commission and a notation of the incident will be made and kept on file.
2. If Vendor is a no-show for a second time within two (2) years without a valid excuse, Vendor will be given a written reprimand and placed at or near the bottom of the referral list for three (3) months. The written reprimand will be kept on file for a period of five (5) years.
3. If Vendor is a no-show for a third time within two (2) years, Vendor will receive a written reprimand by the Commission and will not be given assignments for six (6) months.

ADDENDUM 2 - INDEPENDENT CONTRACTOR PROVISIONS

1. VENDOR ENGAGEMENT IN INDEPENDENT TRADE, OCCUPATION, PROFESSION OR BUSINESS; FREE FROM, DIRECTION AND CONTROL BY THE STATE PURSUANT TO CRS §8-70-115

The parties intend to create an independent contractor relationship between the State and the Vendor and for the State to obtain a rebuttable presumption of an independent contractor relationship pursuant to §8-70-115 by meeting the nine points below (A through I). Vendor (the term "Vendor" includes Contractors and Grantees) shall perform all of its services and other obligations under the Purchase Order (Agreement) or Contract (the term "Contract" includes Agreements and Grants) to which this Exhibit is attached, free from the direction and control of the State. Vendor represents that it is customarily engaged in an independent trade, occupation, profession, or business related to the services performed. These are material representations made by Vendor to the State, upon which the State relied in issuing this Agreement or Contract, and without which, this Agreement or Contract would not have been issued. In accordance with the foregoing, the State does not and shall not:

- A. Require Vendor to work exclusively for the State; Vendor is free to perform work for other entities, and represents that it does hold itself out to perform work for other entities on a regular, ongoing basis. Vendor may schedule and perform similar work for others any time it wishes, including on the same day it does so for the State;
- B. Establish a quality standard for Vendor; except that the State can provide plans and specifications regarding the work but cannot oversee the actual work or instruct Vendor as to how the work will be performed;
- C. Pay a salary or hourly rate but rather a fixed or contract rate that has been negotiated by the parties;
- D. Terminate the work during the Agreement or Contract period unless Vendor violates the terms of the Agreement or fails to produce a result that meets the specifications of the Agreement or Contract;
- E. Provide training, instruction, briefings, and orientations to Vendor regarding performance of the work, except as specifically stipulated within this Agreement or Contract's scope of work. The State shall notify Vendor when Vendor may begin performing the work and its other obligations;
- F. Supply Vendor with State-owned or leased real property, tools, benefits, equipment, supplies, or other property to perform the work, except as specifically stipulated within this Agreement or Contract's scope of work. Vendor shall perform and maintain its own real property, tools, or rent or lease tools, equipment, supplies, or other personal property, and/or other items needed for the performance of the work under this Agreement or Contract and its other obligations hereunder and when applicable;
- G. Dictate the time of performance; except that a completion schedule and a range of mutually agreeable work hours may be established;
- H. Pay Vendor personally but rather makes checks payable to the trade or business name of Vendor; and
- I. Combine the State's business operations in any way with Vendor's business, but instead maintain the State's and Vendor's operations as separate and distinct.

2. BENEFITS DISCLOSURE

Vendor 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 Vendor or any of its agents or employees. Unemployment insurance benefits shall be available to Vendor and its employees and agents only if such coverage is made available by Vendor or a third party. Vendor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Vendor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

ADDENDUM 3 – State of Colorado Certification and Affidavit Regarding Illegal Aliens

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq. The Vendor shall not knowingly employ or contract with an illegal alien to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
2. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b).
3. The Vendor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate work for breach and the Vendor shall be liable for actual and consequential damages to the State.
4. If the Vendor is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen, or
- I am a Permanent Resident of the United States, or
- I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the State of Colorado. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the State. I further acknowledge that I will comply with the requirements of CRS 24-76.5-101 et seq. and will produce the required form of identification prior to starting work. I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under CRS 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

