



STATE OF COLORADO  
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

<p><b>State Agency</b> Colorado Department of Human Services Office of Economic Security Employment and Benefits, Colorado Refugee Services Program</p>	<p><b>Contractor</b> Denver Human Services Contractor's State of Incorporation: Colorado</p>
<p><b>Contract Maximum Amount</b> Initial Term 10/1/2021-9/30/2022 *</p> <p>*subject to Pooled GAE; see Budget Footnote re Pooled GAE</p> <p>Extension Terms</p> <p>Maximum Amount for All Fiscal Years *subject to Pooled GAE; see Budget Footnote re Pooled GAE</p>	<p><b>Contract Performance Beginning Date</b> The later of the Effective Date or 10/1/2021</p> <p><b>Initial Contract Expiration Date</b> 9/30/2022</p> <p>Except as stated in <b>§2.D</b>, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 <b>Years</b> from its Performance Beginning Date.</p>
<p><b>Pricing/Funding</b> Price Structure: Cost Reimbursement Contractor shall invoice: Monthly Fund Source: Federal Funding: Cash and Medical Assistance (CMA)</p>	<p><b>Options</b> The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v: Option to Extend Term per §2.C: Yes Option to Increase or Decrease Maximum Amount per §5.B.v: Yes</p>
<p><b>Insurance</b> Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10:</p> <p>Worker's Compensation: Yes General Liability: Yes Automobile Liability: <b>Yes</b> Protected Information: <b>Yes</b> Professional Liability Insurance: <b>Yes</b> Cyber/Net. Security-Privacy Liability Insurance: <b>Yes</b> Crime Insurance: <b>Yes</b></p>	<p><b>Miscellaneous</b> Authority to enter into this Contract exists in: State of Colorado Bill 19-230. Law-Specified Vendor Statute (if any): NA Procurement Method: Exempt Solicitation Number (if any):</p>
<p><b>State Representative</b> Noyes Parker Combs, State Refugee Coordinator Colorado Refugee Services Program Colorado Department of Human Services 1575 Sherman Street, 3<sup>rd</sup> Floor, Denver, CO 80203 303-863-8211 noyes.combs@state.co.us</p>	<p><b>Contractor Representative</b> Donald Mares, Executive Director Denver Human Services 1200 Federal Blvd Denver, CO 80204 720-944-2999 donald.mares@denvergov.org</p>



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**Exhibits**

The following Exhibits are attached and incorporated into this Contract:

Exhibit A: Statement of Work

Exhibit B: Policies

Exhibit C: Definitions

Exhibit D Part 1: Budget

Exhibit D Part 2: Budget Narrative

Exhibit E: Supplemental Provisions for Federal Awards

Exhibit F: HIPAA BAA (Business Associate Agreement)

**Contract Purpose**

The Agency will provide services to Unaccompanied Refugee Minors.

**Signature Page begins on next page →**

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

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

<p style="text-align: center;"><b>CONTRACTOR</b> Denver Human Services</p> <hr style="width: 80%; margin: 20px auto;"/> <p style="text-align: center;">By: Donald Mares, Executive Director</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p> <hr style="width: 80%; margin: 20px auto;"/> <p style="text-align: center;">By: Ki'i Kimhan Powell, Office of Economic Security Director</p> <p style="text-align: center;">Date: _____</p>
<p style="text-align: center;">2nd State or Contractor Signature if Needed</p> <hr style="width: 80%; margin: 20px auto;"/> <p style="text-align: center;">By: Name &amp; Title of Person Signing for Signatory</p> <p style="text-align: center;">Date: _____</p>	<p style="text-align: center;"><b>LEGAL REVIEW</b> Philip J. Weiser, Attorney General</p> <p style="text-align: center;">By: _____</p> <p style="text-align: center;">Assistant Attorney General</p> <p style="text-align: center;">Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="margin-top: 20px;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p style="margin-top: 20px;">By: _____ Andrea Eurich / Janet Miks/Toni Williamson</p> <p style="margin-top: 20px;">Effective Date: _____</p>	

-- Signature and Cover Pages End --

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### 1. PARTIES

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

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

#### B. Initial Term

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

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

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

### D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

### E. Early Termination in the Public Interest

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

#### i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

#### ii. Obligations and Rights

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

#### iii. Payments

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

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- H. **“End of Term Extension”** means the time period defined in §2.D.

- I. “Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.
- J. “Exhibits”** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..
- K. “Extension Term”** means the time period defined in §2.C.
- L. “Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- M. “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et. seq.*, C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- N. “Initial Term”** means the time period defined in §2.B.
- O. “Party”** means the State or Contractor, and “Parties” means both the State and Contractor.
- P. “PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- Q. “PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.
- R. “PHI”** means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- S.** “**Services**” means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- T.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- U.** “**State Fiscal Rules**” means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- V.** “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- W.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- X.** “**Subcontractor**” means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Y.** “**Tax Information**” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- Z.** “**Work**” means the Goods delivered and Services performed pursuant to this Contract.
- AA.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

#### 4. STATEMENT OF WORK

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



## 5. PAYMENTS TO CONTRACTOR

### A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

### B. Payment Procedures

#### i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.

#### ii. Interest

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

#### iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §21 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

## 6. REPORTING - NOTIFICATION

### A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than 5 Business Days following the end of each calendar quarter.

**B. Litigation Reporting**

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages as provided in §15.

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

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a breach of this Contract. This section shall not apply if the Contract Funds include any federal funds.

**7. CONTRACTOR RECORDS****A. Maintenance**

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: **(i)** the date 3 years after the date this Contract expires or is terminated, **(ii)** final payment under this Contract is made, **(iii)** the resolution of any pending Contract matters, or **(iv)** if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

**B. Inspection**

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

**C. Monitoring**

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

**D. Final Audit Report**

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

**8. CONFIDENTIAL INFORMATION-STATE RECORDS****A. Confidentiality**

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative, and **(v)** the federal 42 Part2 for all substance use disorder information and the HIPAA Business Associate\Qualified Service Organization Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

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

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

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

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

**D. Incident Notice and Remediation**

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

**E. Data Protection and Handling**

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

**F. Safeguarding PII**

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

**A. Actual Conflicts of Interest**

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

**B. Apparent Conflicts of Interest**

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

**C. Disclosure to the State**

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

**D.** Contractor shall maintain a written conflict of interest policy. Contractor shall provide the written conflict of interest policy to the State upon request.

**10. INSURANCE**

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

**A. Workers' Compensation**

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

**B. General Liability**

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

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

**C. Automobile Liability**

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

**D. Protected Information**

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

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

- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

**E. Professional Liability Insurance**

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

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

**F. Crime Insurance**

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

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

**G. Cyber/Network Security and Privacy Liability**

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

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

**H. Additional Insured**

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

**I. Primacy of Coverage**

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

**J. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §15 within 7 days of Contractor's receipt of such notice.

**K. Subrogation Waiver**

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

**L. Public Entities**

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

**M. Certificates**

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

**11. BREACH OF CONTRACT**

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

**12. REMEDIES**

**A. State's Remedies**

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



i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

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

d. Intellectual Property

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

**B. Contractor's Remedies**

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

**13. STATE'S RIGHT OF REMOVAL**

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

**14. DISPUTE RESOLUTION**

**A. Initial Resolution**

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

**B. Resolution of Controversies**

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), 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 Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

## **15. NOTICES AND REPRESENTATIVES**

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party’s principal representative at the address set forth on the Signature and Cover Pages for this Contract or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

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

### **A. Work Product**

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

#### **i. Copyrights**

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

ii. Patents

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

**B. Exclusive Property of the State**

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

**C. Exclusive Property of Contractor**

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

## **17. STATEWIDE CONTRACT MANAGEMENT SYSTEM**

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

## **18. GENERAL PROVISIONS**

### **A. Assignment**

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

### **B. Subcontracts**

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

### **C. Binding Effect**

Except as otherwise provided in **§18.A.**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

### **D. Authority**

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

### **E. Captions and References**

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### **F. Counterparts**

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

**G. Entire Understanding**

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

**H. Digital Signatures**

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

**I. Modification**

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

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

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

**K. Order of Precedence**

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

- i. Colorado Special Provisions in §19 of the main body of this Contract.
- ii. HIPAA Business Associate Agreement (if any).
- iii. Information Technology Provisions Exhibit (if any).
- iv. The provisions of the other sections of the main body of this Contract.
- v. Any other Exhibit(s) shall take precedence in alphabetical order.

**L. External Terms and Conditions**

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

**M. Severability**

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

**N. Survival of Certain Contract Terms**

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

**O. Taxes**

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

**P. Third Party Beneficiaries**

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

**Q. Waiver**

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

**R. CORA Disclosure**

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

**S. Standard and Manner of Performance**

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

**T. Licenses, Permits, and Other Authorizations.**

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

**U. Indemnification**

**i. Applicability**

This entire §18.U does not apply to Contractor if Contractor is a “public entity” within the meaning of the GIA.

**ii. General Indemnification**

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

**iii. Confidential Information Indemnification**

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

**iv. Intellectual Property Indemnification**

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

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

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

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

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

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

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

**C. GOVERNMENTAL IMMUNITY.**



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

**D. INDEPENDENT CONTRACTOR.**

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

**E. COMPLIANCE WITH LAW.**

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

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

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

**G. PROHIBITED TERMS.**

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

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

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

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

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

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

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

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

**20. DEPARTMENT OF HUMAN SERVICES PROVISIONS**

**A. Exclusion, Debarment and/or Suspension**

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

**B. Emergency Planning**

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

**C. Restrictions on Public Benefits**

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

**D. Discrimination**

Contractor shall not:

- i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.
- ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

**E. Criminal Background Check**

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

**F. Fraud Policy**

Contractor shall comply with the current CDHS Fraud Policy.

**G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)**

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

**21. SAMPLE OPTION LETTER (IF APPLICABLE)**

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

**1. OPTIONS:**

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

**2. REQUIRED PROVISIONS:**

**A. For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

**B. For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.

**C. For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

**D. For use with Option 1E:** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.

**E. For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. Option Effective Date:**

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

<p><b>STATE OF COLORADO</b>                  INSERT-Name of Agency or IHE                  INSERT-Name &amp; Title of Head of Agency or IHE</p> <p><u>SAMPLE ONLY – DO NOT SIGN</u>                  By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p><b>STATE CONTROLLER</b></p> <p><u>SAMPLE ONLY – DO NOT SIGN</u>                  Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p>Option Effective Date: <u>SAMPLE ONLY – DO NOT SIGN</u></p>
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**EXHIBIT A STATEMENT OF WORK**

**City and County of Denver Human Services**

**URM Program**

**STATEMENT OF WORK**

**Unaccompanied Refugee Minor (URM) Program**

**City and County of Denver Human Services (DHS)**

The following Statement of Work (SOW) between Colorado Department of Human Services, Colorado Refugee Services Program (CRSP) and the City and County of Denver Human Services (DHS) supports the desire of both parties to enter into an agreement for the provision of services for Unaccompanied Refugee Minors (URM) Program in the state of Colorado.

This SOW outlines the tasks and responsibilities of each party in order to clarify and avoid role duplication, and to ensure the appropriateness of each minor's care. This SOW is subject to Federal and State statute and regulation. Please see Exhibit B: Policies. In the event of conflicting agreements, guidance or policy, the following order of authority shall prevail:

- Federal Statute and Regulation;
- State Statute and Regulation;
- Court order;
- Federal and State Guidance;
- Contract.

**Definitions**

See Exhibit C for definitions.

**Tasks and Responsibilities of City and County of Denver Human Services (DHS):**

**A. DHS agrees to the following general roles and responsibilities:**

1. DHS shall provide services for URM PROGRAM youth in a manner that follows all the requirements outlined in the Code of Colorado Regulations, Volume 7 and in parity with domestic foster care practices.
2. The development and placement of foster homes for URM Program youth in Colorado will be the primary responsibility of the Contractor, Lutheran Family Services of the Rocky Mountains (LFSRM). However, if there are "problems or complaints concerning the care or treatment of a child" based on Denver Human Services (DHS) assessment of LFSRM placements, DHS has the right and responsibility to make foster placement decisions in the best interest of the child (7.304.661(c)).
3. DHS agrees to participate in URM monthly meetings, annual URM trainings, and other reasonable requests for the purpose of maintaining current on rules and practices related specifically to serving URM eligible populations and to maintain collaborative working relationships with LFSRM.

**B. DHS agrees to the following financial arrangements:**

**EXHIBIT A STATEMENT OF WORK**

**City and County of Denver Human Services**

**URM Program**

1. **General Accounting Encumbrance (GAE):** Payment of ORR/CMA funds to Contractors performing eligible reimbursable services as described in this contract will be made as earned, in whole or in part, from available funds encumbered in a GAE for the contract period. No minimum amount is guaranteed to Contractor and this total dollar amount may be split among multiple vendors at the State's sole discretion. It is further understood and agreed that the maximum amount of funds available for payment to all programs statewide for the contract period is equal to the total amount encumbered and available for this purpose. The amount may be modified by the Colorado Department of Human Services based on the availability of funding and refugee arrival numbers. At any time, the liability of the State for such payments shall be limited to the encumbered amount remaining of such funds.
2. DHS shall bill CRSP monthly for administration and services costs as defined by CRSP's 2021 State Plan (Form ORR 1) for costs approved under the budget. No additional costs will be reimbursed. See Exhibit D Part 1: Budget and Exhibit D Part 2: Budget Narrative.
3. If federal funding is available and should there be an approved budget between CDHS and DHS that allows these expenses and/or pre-placement written approval to incur such costs, DHS agrees to place children in congregate care, group homes, and other foster care arrangements maintained and/or under contract by DHS at the expense of CRSP.
4. If federal funding is available and should there be an approved budget between CDHS and DHS that allows these expenses and/or pre-placement written approval to incur such costs, DHS has the right to be reimbursed for services provided in parity with Core Services (12 CCR 2509-4, 7.304.662; 12 CCR 2509-5, 7.401.1, 7.401.11, 7.401.12, 7.405.2, 7.406.1(H), 7.406.1(S), 7.406.1(II), 7.414) if there is pre-approval in written form from CRSP. CRSP shall be responsible for providing reimbursement for these services. During FFY 2021, CRSP and DCW may work with DHS to establish financial coding so that CRSP funding codes are directly billed for services provided in parity with Core Services and/or DHS shall bill CRSP for services provided in parity with Core Services.
5. DHS understands that the only available funding for this program is included in the budget (see Exhibit D Part 1) and no other costs can be incurred with the expectation of reimbursement from CRSP. DHS also understands that no costs will be reimbursed over and above the available amount.

**C. FUNDING AWARDS & RESTRICTIONS**

1. With the acceptance of this contract, the Contractor agrees to administer funds provided in compliance with all applicable Federal and State statutes, regulations and policies, including the Terms and Conditions for this program. A copy of the General Terms and Conditions governing the program and additional program-specific requirements for this program are available at:
  - <https://www.acf.hhs.gov/grants/terms-and-conditions>
  - [https://www.acf.hhs.gov/sites/default/files/assets/general\\_terms\\_and\\_conditions\\_mandatory.pdf](https://www.acf.hhs.gov/sites/default/files/assets/general_terms_and_conditions_mandatory.pdf)
  - <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

**EXHIBIT A STATEMENT OF WORK**

**City and County of Denver Human Services**

**URM Program**

- <http://www.acf.hhs.gov/grants/mandatory-formula-block-and-entitlement-grants#chapter-7>
- [https://www.acf.hhs.gov/sites/default/files/assets/refugee\\_cma\\_socserv\\_tag\\_tc\\_adendum.pdf](https://www.acf.hhs.gov/sites/default/files/assets/refugee_cma_socserv_tag_tc_adendum.pdf)
- <http://www.acf.hhs.gov/orr/resource/policy-guidance-state-letters>

2. For the purpose of this contract, the Contractor is deemed a Subrecipient.
3. Funding Restrictions: Costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions, are not allowable uses of contracted funds from CRSP.
4. Construction and purchase of real property are not allowable activities or expenditures with contracted funds from CRSP.
5. Contracts with CRSP do not allow for reimbursement of costs incurred prior to the approval date of the contract.
6. This Contract contains federal funding awards. This contract will be based on funding ability. CRSP reserves the right to increase or decrease funding amount in the Contract based upon availability of appropriated funding through the use of an Option Letter.
7. The Contractor is expected to fully understand, and demonstrate the understanding, of all funding sources that support the program.

**D. BUDGET**

1. Agency/program budgets are developed in consultation with CRSP and the Contractor. Budgets are set through the contract with the Colorado Refugee Services Program.
2. Modifications to budgets are typically made by CRSP through contract amendments and are subject to program needs and available funding. CRSP shall promptly review written requests for deviations from the statement of work or the approved budget. All change requests must be based on actual or projected data.
3. For changes to the budget greater than 50%, a contract amendment must be done. For changes to the budget less than 20%, the contractor must inform CRSP but does not need prior written approval. For changes to the budget more than 20% but less than 50% agreement by both CRSP and the Contractor may be made by email or written notice.
4. Notwithstanding any other provisions in the contract, the budget is an estimated amount not a guaranteed amount. All funds are contingent upon receipt of federal funding and/or refugee arrival numbers. Budgets are subject to change.

**E. PAYMENT**



**EXHIBIT A STATEMENT OF WORK**

**City and County of Denver Human Services**

**URM Program**

1. This is a cost reimbursement contract. The specified services in this contract provided by the Contractor are 100% federally funded, must be 100% federally allowable, and 100% paid on a cost reimbursement basis.
2. All services provided under this contract to be reimbursed by CRSP must be provided to ORR-eligible clients limited to: Refugees, Asylees, Cuban and Haitian Entrants, Victims of Human Trafficking, Special Immigrant Juveniles, and U Status Recipients (ORR Guide to Eligibility, Placement, and Services for Unaccompanied Refugee Minors (URM): Section 1; Eligibility for the URM Program and the Application Process, October 17, 2016).
3. CRSP requires a budget vs. actuals template to be submitted with all reimbursement requests. CRSP creates the template and provides to the Contractor. The template is subject to change.
4. Monthly financial invoices with supporting documentation are due from the Contractor on the 15th of the month following the month of expenses to be reimbursed. Payment is on a cost reimbursement basis. The Contractor shall maintain a separately tracked line item account for the funds received through the State contract and shall provide it to CRSP.
5. The contractor must have monthly effort reporting as part of their back up for their invoicing to CRSP for cost reimbursement. The effort reports will be reviewed by CRSP periodically throughout the contract period. CRSP must approve any changes to staff assignments for invoices to be paid.
6. CRSP shall process reimbursements submitted by the Contractor for all amounts due and payable within forty-five days of correct billings being submitted by the Contractor to CRSP, see statute C.R.S. 24-30-202 (24) (a) & (b).
7. If, at the end of the project period, actual expenditures are less than the approved budget or encumbered amount, the remaining balance may or may not be carried forward into the next contract term at the sole discretion of CRSP.
8. CRSP reserves the right to disapprove all or part of any costs of services that are not included in the Contract.
9. If additional source documentation is required by CRSP to clarify expenditures, it will be requested, and Contractor shall provide the information and documentation requested within the deadlines specified by CRSP. The Contractor shall be notified in writing by CRSP of exception to payments.

**F. DHS agrees to the following before URM Program Youth Arrive in Colorado:**

1. DHS shall open the case using Trails, entering the youth as receiving services through Program Area 5 (PA5).
2. DHS shall review Biodata and Best Interest Determination provided by LFSRM.
3. DHS shall review applicants to Colorado's URM Program with T-Visa, U-Visa, and Special Immigrant Juvenile Status in collaboration with DCW, LFSRM, and CRSP. CRSPs State Refugee Coordinator has final authority to approve the total number of URM Program arrivals per year from in-country admissions and final authority to approve entrance into the URM Program for other qualified

**EXHIBIT A STATEMENT OF WORK**

**City and County of Denver Human Services**

**URM Program**

applicants. The Department of State has final approval of the total number of URM Program arrivals from overseas admissions, but the State Refugee Coordinator must be consulted prior to that approval.

4. DHS shall assign caseworkers and communicate assignment to LFSRM and DCW's URM Program Coordinator.
5. DHS shall attend pre-arrival meeting with foster parent(s), *Guardian Ad Litem* (GAL), and LFSRM to review case history, address child-specific needs and safety planning, and receive culturally specific training as needed.

**G. DHS agrees to the following regarding ongoing case coordination with all URM Program stakeholders:**

1. DHS shall comply inform URM Program stakeholders and partners of staff changes and updated contact information via email within 10 business days.
2. DHS shall assure that contractor(s) working with URM youth comply with ORR statute and regulations. DHS shall assure that services provided to each individual youth are in compliance with ORR statutes and regulations during the course of ongoing county case management activities and shall report concerns regarding violations of any applicable ORR statutes and regulations to the appropriate monitoring entity.
3. DHS shall assume legal custody of the minor by preparing the initial Dependency and Neglect (D&N) Petition, filing a Motion for Temporary Protective Custody with the court, and establishing legal custody of the child/youth with DHS within 10 business days after arrival in Colorado.
4. DHS shall provide LFSRM with a copy of the Temporary Protective Custody Order within 48 hours of receiving the order.
5. DHS shall complete and return a signed Record of Admission, including written authorization for medical, dental, and mental health care, to LFSRM within 48 hours of arrival.
6. DHS shall identify a primary point of contact for communication between URM Contractor(s) and DHS regarding supervisory requests and program administration and shall provide the URM Contractor(s) with the name and contact information.
7. DHS shall assist URM Contractor(s) to create a safety plan for all youth with a history of human trafficking to create a safety plan within 48 hours of arrival in Colorado.
8. DHS shall create an initial Family Services Plan (FSP) or Initial Services Plan (ISP), developed in consultation with the county caseworker, foster parent(s), child/youth, immediate and extended family members as appropriate, and the URM Contractor(s) case manager, within 60 working days of admission into legal custody.
9. DHS shall provide URM Contractor(s) with a copy of the finalized FSP/ISP within 7 days of completion.

**EXHIBIT A STATEMENT OF WORK**

**City and County of Denver Human Services**

**URM Program**

10. DHS shall prepare ongoing court reports in advance of court reviews and permanency hearings as per DHS policy and Volume 7 Regulations, shall review progress of youth towards stated specific goals and measurable objectives of the FSP/ISP every 90 days, and shall provide URM Contractor(s) with copies of ongoing court reports prior to hearings.
11. DHS shall maintain a current health passport and enter information provided by URM Contractor(s) through Medical Utilization Reports.
12. DHS shall coordinate and work collaboratively with URM Contractor(s) and foster parents to ensure that young people in the URM program have transportation and/or bus passes to meet their employment and educational needs.
13. DHS shall grant and provide written permission for youth to participate in planned cultural, ethnic, and religious activities, on a case-by-case basis, if not already addressed in the FSP/ISP.
14. DHS shall meet with the youth monthly as per Volume 7 guidelines.
15. DHS shall schedule semi-annual permanency roundtables or other permanency hearings in accordance with Volume 7.
16. DHS shall provide URM Contractor(s) and the foster parent(s) with a copy of the DHS's Reasonable and Prudent Parenting policy.
17. DHS shall review and approve requests to apply the Reasonable and Prudent Parenting policy on a case-by-case basis.
18. DHS shall conduct administrative reviews per state Administrative Review Division (ARD) standards and Volume 7 Regulations.
19. DHS shall provide the youth, foster parent(s), and URM Contractor(s) case manager with adequate notice of, and invitation to attend, Administrative Reviews.
20. DHS shall prepare appropriate Interstate Compact (ICPC) (100A) documents in any case of youth moving from or to another state, gain approval from the State Refugee Coordinator; and provide a copy of all ICPC documents to URM Contractor(s), the URM Program Coordinator, and the State Refugee Coordinator for retention in their files (45 CFR § 400.119).
21. For youth ages fourteen and above, DHS shall provide Independent Living services that comply with 7.305.1 and 7.305.2 and shall be documented in the FSP Section 4D.
22. DHS shall provide URM Contractor(s) and the URM Program Coordinator with a copy of the Independent Living Plan (ILP) within 7 days of completion.
23. DHS shall utilize contacts and services within the Colorado Alliance for Refugee Empowerment and Success, AKA "CARES" services community to promote independent living skills training, employment, and self-sufficiency whenever possible and appropriate.

**EXHIBIT A STATEMENT OF WORK**

**City and County of Denver Human Services**

**URM Program**

24. DHS shall arrange and coordinate appointment, scheduling and transportation to secure Social Security Cards and State Identification Cards and provide those documents to the youth as soon as possible for employment and immigration status changes.
25. DHS shall refer youth to Chafee services as soon as the youth is eligible according to eligibility requirements found in 12 CCR 2509-4, 7.305.42.
26. DHS shall provide URM Contractor(s) with information on the services and financial supports available to Chafee eligible youth through their county's Chafee program, including financial supports available through Chafee with or without an open Independent Living case.
27. For youth with an open Chafee case, DHS shall provide URM Contractor(s) with a copy of the agreed upon Chafee plans and updates.
28. DHS shall request Chafee funding for URM Program youth as per the county's Chafee policy. URM program youth qualify for Chafee funding (State Letter #09-09) and Independent Living Services should be provided in parity with domestic foster care children. Written documentation of Chafee funding requests, approvals, and denials shall be provided to LFSRM.
29. DHS shall coordinate with the URM Contractor(s) case manager and/or home supervisor, GAL, youth, and other treatment team members to facilitate Value of Individual and Community Engagement Services (VOICES) Meetings regarding any change in Placement.
30. When it is necessary to move a child/youth to a new foster home placement, in the event that URM Contractor(s) does not have an existing home available, DHS shall utilize alternative foster home resources when available and at the expense of Colorado Refugee Services Program. Additionally, DHS shall work with URM Contractor(s) and the URM Program Coordinator to provide cultural orientation to the new foster home placement in order to meet ORR Regulations and guidelines.
31. DHS shall research and assess reunification with biological parents or relatives and conduct diligent search and intensive family finding efforts.
32. DHS shall research and assess the possibility of guardianship and/or adoption in cases when the permanency goal is adoption or guardianship. DHS shall recruit or assist with recruitment of adoptive or guardian families when applicable.
33. DHS shall provide youth with vital documents identified in Volume 7, Section 7.305.5 at least 90 business days prior to discharge or in advance as needed to secure employment, education, housing, or healthcare.
34. DHS shall support UMRP Contractor(s) and youth to complete high school at least 6 months before the URM Program youth's 21st birthday to facilitate the application for the Educational Training Voucher (ETV) for youth that voluntarily want to attend post-secondary education and training.
35. DHS staff serving URM children/youth shall attend at least 10 hours of culturally specific trainings per year.

**EXHIBIT A STATEMENT OF WORK**

**City and County of Denver Human Services**

**URM Program**

36. In the event of a disagreement not otherwise addressed in the above list of responsibilities, either party may initiate a meeting consisting of the youth, foster parent(s), county caseworker, URM Contractor(s) case manager and/or home supervisor, GAL, and URM Program Coordinator.
37. DHS shall adhere to the communication procedures established by the URM Program Coordinator, which establishes lines of communication between DCW, LFSRM, DHS, CRSP, and other stakeholders for the purposes of clear communication.

**E. Additional Provisions:**

1. Every youth 14 or older must have an Independent Living Plan developed in accordance with 12 CCR 2509-4, Section 7.305. This plan must be updated and staffed with all partners semi-annually. Independent Living Services shall be in parity with the range of services offered to youth in domestic child welfare (45 CFR 400.116).
2. Chafee Program guidelines for the county Chafee program the youth is enrolled in must be followed for each youth participating In the Chafee program.
3. The GAL shall act as the educational surrogate and all professionals shall have notice of educational staffing and an opportunity to participate.
4. A team approach is to be used at all times to determine if a child or youth is evidencing mental health symptoms.
5. DHS shall ensure that all Independent Living Services, including services delivered through the Chafee Foster Care Independence Program, are coordinated with the URM Contractor and foster parents, in order to ensure that URM youth have every opportunity to develop the skills and competencies necessary for a successful transition to adulthood.
6. Due to the unique nature of the URM program and high likelihood of long-term placement, DHS shall recognize URM foster parents as members of the primary treatment team and as official parties to be engaged in all team planning activities for children placed in their care.

**EXHIBIT B: POLICIES**  
**City and County of Denver Human Services**  
**URM Program**

**URM FEDERAL POLICIES**

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**EXHIBIT B: POLICIES**  
**City and County of Denver Human Services**  
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## **REFUGEE RESETTLEMENT PROGRAM STATE REGULATIONS**

**§ 400.5 Content of the plan.**

*<http://www.gpo.gov/fdsys/pkg/CFR-2010-title45-vol2/pdf/CFR-2010-title45-vol2-sec400-5.pdf>*

The plan must:

- (a) Provide for the designation of, and describe the organization and functions of, a State agency (or agencies) responsible for developing the plan and administering, or supervising the administration of, the plan;
- (b) Describe how the State will coordinate cash and medical assistance with support services to ensure their successful use to encourage effective refugee resettlement and to promote employment and economic self-sufficiency as quickly as possible.
- (c) Describe how the State will ensure that language training and employment services are made available to refugees receiving cash assistance, and to other refugees, including State efforts to actively encourage refugee registration for employment services;
- (d) Identify an individual designated by the Governor or the appropriate legislative authority of the State, with the title of State Coordinator, who is employed by the State and will have the responsibility and authority to ensure coordination of public and private resources in refugee resettlement in the State;
- (e) Provide for, and describe the procedures established for, the care and supervision of, and legal responsibility (including legal custody and/or guardianship under State law, as appropriate) for, unaccompanied refugee children in the State;
- (f) Provide for and describe (1) the procedures established to identify refugees who, at the time of resettlement in the State, are determined to have medical conditions requiring, or medical histories indicating a need for, treatment or observation, and (2) the procedures established to monitor any necessary treatment or observation;
- (g) Provide that assistance and services funded under the plan will be provided to refugees without regard to race, religion, nationality, sex, or political opinion; and
- (h) Provide that the State will, unless exempted from this requirement by the Director, assure that meetings are convened, not less often than quarterly, whereby representatives of local resettlement agencies, local community service agencies, and other agencies that serve refugees meet with representatives of State and local governments to plan and coordinate the appropriate placement of refugees in advance of the refugees' arrival. All existing exemptions to this requirement will expire 90 days after the effective date of this rule. Any State that wishes to be exempted from the provisions regarding the holding and frequency of meetings may apply by submitting a written request to the Director. The request must set forth the reasons why the State considers these meetings unnecessary because of the absence of problems associated with the planning and coordination of refugee placement. An approved exemption will remain in effect for three years, at which time a State may reapply.
- (i) Provide that the State will:
  - (1) Comply with the provisions of title IV, Chapter 2, of the Act and official issuances of the Director;
  - (2) Meet the requirements in this part;
  - (3) Comply with all other applicable Federal statutes and regulations in effect during the time that it is receiving grant funding; and
  - (4) Amend the plan as needed to comply with standards, goals, and priorities established by the Director.

(Approved by the Office of Management and Budget under control number 0960-0418)

[51 FR 3912, Jan. 30, 1986, as amended at 60 FR 33602, June 28, 1995; 65 FR 15443, Mar. 22, 2000]

## **CHILD WELFARE SERVICES**

**45 CFR 400.110-400.120 for URM**

*<http://www.gpo.gov/fdsys/pkg/CFR-2010-title45-vol2/pdf/CFR-2010-title45-vol2-part400-subpartH.pdf>*

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Subpart H—Child Welfare Services

SOURCE: 51 FR 3915, Jan. 30, 1986, unless otherwise noted.

**§ 400.110 Basis and scope.**

This subpart prescribes requirements concerning grants to States under section 412(d)(2)(B) of the Act for child welfare services to refugee unaccompanied minors.

**§ 400.111 Definitions.**

For purposes of this subpart—

*Child welfare agency* means an agency licensed or approved under State law to provide child welfare services to children in the State.

*Unaccompanied minor* means a person who has not yet attained 18 years of age (or a higher age established by the State of resettlement in its child welfare plan under title IV-B of the Social Security Act for the availability of child welfare services to any other child in the State); who entered the United States unaccompanied by and not destined to (a) a parent or (b) a close nonparental adult relative who is willing and able to care for the child or (c) an adult with a clear and court-verifiable claim to custody of the minor; and who has no parent(s) in the United States.

*Limitation:* No child may be considered by a State to be *unaccompanied* for the purpose of this part unless such child was identified by INS at the time of entry as *unaccompanied*, except that a child who was correctly classified as *unaccompanied* by a State in accordance with Action Transmittal SSA-AT-79-04 (and official interpretations thereof by the Director) prior to the effective date of this definition may continue to be so classified until such status is terminated in accordance with §400.113(b) of this subpart; and the Director may approve the classification of a child as *unaccompanied* on the basis of information provided by a State showing that such child should have been classified as *unaccompanied* at the time of entry.

*Title IV-B plan* means a State’s plan for providing child welfare services to children in the State under part B of title IV of the Social Security Act.

**§ 400.112 Child welfare services for refugee children.**

- (a) In providing child welfare services to refugee children in the State, a State must provide the same child welfare services and benefits to the same extent as are provided to other children of the same age in the State under a State’s title IV-B plan.
- (b) A State must provide child welfare services to refugee children according to the State’s child welfare standards, practices, and procedures.
- (c) Foster care maintenance payments must be provided under a State’s program under title IV-E of the Social Security Act if a child is eligible under that program.

**§ 400.113 Duration of eligibility.**

- (a) Except as specified in paragraph (b), a refugee child may be eligible for services under § 400.112 of this part during the 36-month period beginning with the first month the child entered the United States.
- (b) An unaccompanied minor continues to meet the definition of “unaccompanied minor” and is eligible for benefits and services under §§ 400.115 through 400.120 of this part until the minor—
  - (1) Is reunited with a parent; or
  - (2) Is united with a nonparental adult (relative or nonrelative) willing and able to care for the child to whom legal custody and/or guardianship is granted under State law; or
  - (3) Attains 18 years of age or such higher age as the State’s title IV-B plan prescribes for the availability of child welfare services to any other child in the State.

**§ 400.114 [Reserved]**

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**§ 400.115 Establishing legal responsibility.**

- (a) A State must ensure that legal responsibility is established, including legal custody and/or guardianship, as appropriate, in accordance with applicable State law, for each unaccompanied minor who resettles in the State. The State must initiate procedures for establishing legal responsibility for the minor, with an appropriate court (if action by a court is required by State law), within 30 days after the minor arrives at the location of resettlement.
- (b) In establishing legal responsibility, including legal custody and/or guardianship under State law, as appropriate, the minor's natural parents should not be contacted in their native country since contact could be dangerous to the parents.
- (c) Unaccompanied minors are not generally eligible for adoption since family reunification is the objective of the program. In certain rare cases, adoption may be permitted pursuant to adoption laws in the State of resettlement, provided a court finds that: (1) Adoption would be in the best interest of the child; and (2) there is termination of parental rights (for example, in situations where the parents are dead or are missing and presumed dead) as determined by the appropriate State court. When adoption occurs, the child's status as an unaccompanied minor terminates.

**§ 400.116 Service for unaccompanied minors.**

- (a) A State must provide unaccompanied minors with the same range of child welfare benefits and services available in foster care cases to other children in the State. Allowable benefits and services may include foster care maintenance (room, board, and clothing) payments; medical assistance; support services; services identified in the State's plans under titles IV-B and IV-E of the Social Security Act; services permissible under title XX of the Social Security Act; and expenditures incurred in establishing legal responsibility.
- (b) A State may provide additional services if the Director, or his or her designee, determines such services to be reasonable and necessary for a particular child or children and provides written notification of such determination to the State.

**§ 400.117 Provision of care and services.**

- (a) A State may provide care and services to an unaccompanied minor directly or through arrangements with a public or private child welfare agency approved or licensed under State law.
- (b) If a State arranges for the care and services through a public or private nonprofit child welfare agency, it must retain oversight responsibility for the appropriateness of the unaccompanied minor's care.

**§ 400.118 Case planning.**

- (a) A State, or its designee under § 400.117, must develop and implement an appropriate plan for the care and supervision of, and services provided to, each unaccompanied minor, to ensure that the child is placed in a foster home or other setting approved by the legally responsible agency and in accordance with the child's need for care and for social, health, and educational services.
- (b) Case planning for unaccompanied minors must, at a minimum, address the following elements:
  - (1) Family reunification;
  - (2) Appropriate placement of the unaccompanied child in a foster home, group foster care, residential facility, supervised independent living, or other setting, as deemed appropriate in meeting the best interest and special needs of the child.
  - (3) Health screening and treatment, including provision for medical and dental examinations and for all necessary medical and dental treatment.
  - (4) Orientation, testing, and counseling to facilitate the adjustment of the child to American culture.
  - (5) Preparation for participation in American society with special emphasis upon English language instruction and occupational as well as cultural training as necessary to facilitate the child's social integration and to prepare the child for independent living and economic self-sufficiency.
  - (6) Preservation of the child's ethnic and religious heritage.
- (c) A State, or its designee under section 400.117 of this part, must review the continuing appropriateness of each unaccompanied minor's living arrangement and services no less frequently than every 6 months.

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(Approved by the Office of Management and Budget under control number 0960-0418)

**§ 400.119 Interstate movement.**

After the initial placement of an unaccompanied minor, the same procedures that govern the movement of non-refugee foster cases to other States apply to the movement of unaccompanied minors to other States.

**§ 400.120 Reporting requirements.**

A State must submit to ORR, on forms prescribed by the Director, the following reports on each unaccompanied minor:

- (A) An initial report within 30 days of the date of the minor's placement in the State;
- (B) A progress report every 12 months beginning with 12 months from the date of the initial report in paragraph (a);
- (C) A change of status report within 60 days of the date that—
  - (1) The minor's placement is changed;
  - (2) Legal responsibility of any kind for the minor is established or transferred; or
- (D) A final report within 60 days of the date of that the minor—
  - (1) Is reunited with a parent; or
  - (2) Is united with an adult, other than a parent, in accordance with § 400.113(b) or § 400.115(c) of this part.

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## **ORR GUIDE TO ELIGIBILITY, PLACEMENT, AND SERVICES FOR UNACCOMPANIED REFUGEE MINORS (URM): INTRODUCTION**

Published: October 17, 2016: <https://www.acf.hhs.gov/orr/resource/orr-guide-to-eligibility-placement-and-services-for-unaccompanied-refugee-minors-urm>

The Unaccompanied Refugee Minors (URM) Program provides specialized foster care for refugees and other special populations of youth. Originally, the program provided services for refugee minors arriving from overseas unaccompanied by a parent or adult relative. Over the years, Congress passed laws making other populations already in the United States eligible for the URM Program.

The URM Program is administered by participating states and funded by the Office of Refugee Resettlement (ORR). The URM Program operates in 15 different states, and provides the same range of child welfare benefits and services available to other foster children in those states, as well as services required by ORR regulations.<sup>1</sup> URM placements include foster homes, therapeutic foster homes, group care, supervised independent living, and other settings appropriate to meet a youth's needs, such as residential treatment facilities.

Services in the URM Program may include:

- Case management,
- Family tracing and reunification,
- Health care,
- Mental health services,
- Social adjustment,
- English language training,
- Education and vocational training,
- Career planning and employment,
- Preparation for independent living and social integration,
- Preservation of cultural and religious heritage, and
- Assistance adjusting immigration status.

A minor must enter the program before the age of 18 because the process requires a state, county or URM provider to petition a court for legal responsibility of the minor. Depending on the state, foster care services end between the ages of 18 and 21 years old. Some states permit a youth to remain in foster care after the age of 18 by signing a voluntary agreement to extend placement and services, or by other means.

After a youth ages out of foster care, he or she may qualify for additional independent living services, if the youth meets program criteria. Available benefits and services vary by state. Many independent living benefits and services can last until age 21, and support for education and/or vocational training can sometimes be extended to age 24.

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**Footnotes**

1. For more information see state child and family service plans under Title IV-B of the Social Security Act, as well as 45 CFR 400.110 – 120.

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**ORR GUIDE TO ELIGIBILITY, PLACEMENT, AND SERVICES FOR UNACCOMPANIED REFUGEE MINORS (URM): ELIGIBILITY FOR THE URM PROGRAM AND THE APPLICATION PROCESS**

Published: October 17, 2016: <https://www.acf.hhs.gov/orr/resource/orr-guide-to-eligibility-placement-and-services-for-unaccompanied-refugee-minors-urm>

**1.1 Eligible Populations**

Unaccompanied children and youth in the United States in the following categories are eligible for the URM Program:

CATEGORY	ACCEPTABLE DOCUMENTATION OF STATUS <sup>1</sup>
<p><b>Refugees</b> as outlined at 8 USC 1522(d) in cases where they become unaccompanied while living in the United States because there has been a family breakdown.</p>	<p>I-94 Arrival/departure record  I-571 Refugee Travel Document  I-766 Employment Authorization Document  I-730 Approval Letter</p>
<p><b>Asylees</b> pursuant to 8 USC 1158.</p>	<p>I-94 Arrival/departure record  I-571 Refugee Travel Document  I-766 Employment Authorization Document  I-730 Approval Letter  Order of an Immigration Judge Granting Asylum  Asylum Grant Letter from a USCIS Asylum Office  Written decision from the Board of Immigration Appeals (BIA)</p>
<p><b>Cuban and Haitian Entrants</b> in accordance with the requirements in 45 CFR 401.2. For more information about Cuban/Haitian entrant status and documentation, see the <a href="#">Documentation Requirements</a> for the Refugee Resettlement Program.</p>	<p>I-94 Arrival/departure record  I-766 Employment Authorization Document  A Cuban or Haitian passport showing parole  I-221 Order to Show Cause and Notice of Hearing  I-862 Notice to Appear  I-220A Order of Release on Recognizance  I-122 Notice to Applicant Detained for a Hearing Before an Immigration Judge  I-221S Order to Show Cause, Notice of Hearing and Warrant for Arrest  Copy of I-589 date stamped by the Executive Office for Immigration Review (EOIR)  USCIS receipt for filing I-589  Copy of I-485 date stamped by EOIR</p>



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CATEGORY	ACCEPTABLE DOCUMENTATION OF STATUS <sup>1</sup>
	EOIR-26 Other applications for relief that have been date stamped by EOIR Other documentation pertaining to an applicant's removal, exclusion or deportation proceedings
<b>Victims of Human Trafficking</b> as defined at 22 USC 7105(b)(1)(C).	Eligibility Letter from ACF Office on Trafficking in Persons (OTIP) T Visa I-797 Notice of Action indicating T status
<b>Special Immigrant Juveniles</b> in accordance with the requirements in 8 USC 1232(d)(4).	I-797 Notice of Action indicating SIJS status, i.e. evidence of approved I-360, or evidence of approved I-360 and approved I-485 <b>or</b> Visa indicating SIJS status with SL class of admission code <b>or</b> I-551 indicating SIJS status with SL class of admission code <b>and</b> evidence that at the time a Dependency Order was issued, was either: in the custody of the ORR Unaccompanied Children Program or receiving federal benefits or services as a Cuban/Haitian Entrant
<b>U Status Recipients</b> as authorized by 8 USC 1232(d)(4).	I-797 Notice of Action indicating U status U Visa I-94 Arrival/departure record showing admission in U status

## **1.2 Eligibility Requirements**

To enter the URM Program, a minor must be:

- Eligible for child welfare services in the state of URM placement. In states operating URM Programs, if legal responsibility is not established prior to the minor's 18th birthday, the minor is not eligible for foster care and subsequent independent living services.
- Without a close adult relative who is willing and able to care for the child or an adult with a clear and court-verifiable claim to custody.
- Without parent(s) in the United States, if the minor is a refugee. After reviewing all relevant documentation, the Director of ORR may waive this eligibility requirement in cases of family breakdown if appropriate care for the refugee minor is not available through the local protective system or other resource.

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### **1.3 Application Process**

Over time, different application processes were developed for the different eligible populations. In an effort to streamline and simplify the URM application process, ORR has developed a uniform application process for eligible youth in the United States.

#### **1.3.1 SUBMITTING AN APPLICATION FOR THE URM PROGRAM**

Caseworkers in the ORR Unaccompanied Children (UC) Program<sup>2</sup>, attorneys or others, such as, but not limited to, case managers, social workers, or State Refugee Coordinators (SRCs) acting on behalf of a youth must submit a completed URM Program Application.

ORR may request additional information to determine a minor's eligibility and need for URM Program services and benefits. For youth who are or have been in federal custody through the UC Program, ORR also may gather information from its own records.

Please note that entry into the URM Program is not guaranteed, particularly when a minor is approaching their 18th birthday.

If the ORR Director approves the application, ORR will send a letter to the SRC and the assister indicating acceptance in to the URM Program, effective on the date of the ORR Director's letter; after which the youth may enter the URM Program.

If the ORR Director denies the application, the assister will have 30 business days from the date on the notice of the denial to submit a request for reconsideration of the ORR Director's decision. The request for reconsideration should be sent to: Assistant Secretary, Administration for Children and Families (ACF), 330 C Street S.W. 4034B, Washington, D.C. 20201, ATTENTION: URM Reconsideration. The ACF Assistant Secretary will send their decision on the reconsideration to the assister and the decision will be considered a final administrative decision.

#### **1.3.2 ORR CONSIDERATIONS**

- A review of the application and the specifics of the case must show that the minor has met the statutory, regulatory and policy requirements. Additionally, the application must have been submitted prior to the minor's 18th birthday, with sufficient time for a state with an appropriate placement to establish legal responsibility.<sup>3</sup> ORR's placement process will gather information from potential receiving URM providers and states to determine whether legal responsibility can be established in keeping with the SRC's arrangements for that URM program.
- In the case of refugee minors who have experienced a family breakdown, ORR may contact the SRC in the minor's state of residence to gather information on any known plans and options for care of the minor.

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- ORR will decide whether a minor should be accepted in the URM Program based on the minor's best interests and availability of appropriate placement options. In making this decision, ORR will consider the minor's readiness for a family or community-based placement and whether the level of care in the URM Program is appropriate given the needs of the minor. ORR will also consider whether the youth has family members in the United States who can provide appropriate care, as well as whether care is available through the local protective system or other resources.<sup>4</sup>
- If ORR determines that a minor should be accepted in the URM Program, then ORR will determine the best URM Program for the youth, taking into consideration the information submitted in the application; the available URM Program locations; information from the UC Program, if relevant; the location of relatives with whom the youth has a relationship; and the youth's ability to access other needed benefits and services in the state or local community.

### **1.4 URM Program Application**

ORR accepts URM Program Applications through a secure database system. To submit a URM Program Application on behalf of a minor, please send your **first name, last name, agency name, agency address, and email address** to [urmprogram@acf.hhs.gov](mailto:urmprogram@acf.hhs.gov). After your database account is created, you will receive an automated email with instructions.

### **1.5 Age Determinations**

Discrepancies in the age of a youth can occur for a variety of reasons, including but not limited to:

- Unavailable documentation;
- Contradictory or fraudulent identity documentation and/or statements;
- Physical appearance of the individual;
- The cultural significance of birthdates;
- Chaotic circumstances surrounding a birth (e.g., during flight or conflict);
- Officials inappropriately estimating a birthdate; and
- Clerical or administrative errors that occur during migration.

#### **1.5.1 QUESTIONS ABOUT AGE DURING THE APPLICATION PROCESS**

If there are questions about a youth's age during the application process, ORR should be alerted to the discrepancies by the assister on the URM application. The following should be submitted as evidence when requesting an age determination during the URM application process.

Information from each category is not required.

#### **Documentation:**

- Official government-issued documents, including birth certificates. If the youth is not in possession of original documentation, or if the authenticity of the original documentation

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is in question, government officials of the youth's home country must be consulted in order to verify the validity of the documentation.

- Other reliable records (e.g., baptismal certificates, school records, medical records) that indicate the youth's date of birth.

Statements by individuals (including the youth) determined to have personal knowledge of the youth's age, and whom ORR concludes can credibly attest to the age of the youth:

- Statements provided by the applicant regarding their age or birth date. (A youth's uncorroborated declaration regarding age is not used as the sole basis for an age determination.)
- Statements from the applicant's parent(s) or legal guardian(s), if such persons can be identified and contacted.
- Statements from other persons.
- Information from another government agency (federal, state, local or foreign).
- State or local arrest records.
- Child welfare agency records.

**Medical Assessments:**

Medical age assessments include both the use of imaging technology, such as radiography, and physical examinations. Regarding these assessments:

- A medical professional experienced in age assessment method(s) must perform the examination, taking into account the individual's ethnic and genetic background.
- Dental and skeletal (bone) maturity assessments using radiographs may be used to determine age, but only in conjunction with other evidence.
- As no current medical assessment method can determine an exact age, best practice relies on the estimated probability that an individual is 18 or older. The examining doctor must submit a written report indicating the probability percentage that the individual is a minor or an adult.
- If an applicant's estimated probability of being 18 or older is 75 percent or greater according to a medical age assessment, and this evidence has been considered in conjunction with the totality of the evidence, ORR will consider the applicant over the age of 18 for purposes of the URM application process. The 75 percent probability threshold applies to all medical methods and approaches identified by the medical community as appropriate methods for assessing age.

**1.5.2 QUESTIONS ABOUT AGE AFTER THE APPLICATION PROCESS**

If there is conflicting evidence regarding the age of a youth enrolled in the URM program, the SRC should present ORR with documentation that the state, county or contracted URM provider has successfully petitioned the appropriate court to change the youth's age. After reviewing the documentation, ORR will adjust the youth's age in ORR's URM database to ensure the

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availability of funding for a youth determined to be younger than previously documented, or to support termination, as appropriate, for a youth determined to be older than previously documented.

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**Footnotes**

1. For more information about the appropriate documentation for each status, see the [Documentation Requirements](#) for the Refugee Resettlement Program.
2. See 6 USC 279 and the [ORR website](#) for more information about the UC Program, another ORR program serving special populations of youth.
3. See 45 CFR 400.115. To enter the URM Program, a minor must be eligible for foster care and/or independent living services under state law. In states operating URM Programs, if legal responsibility is not established prior to the minor's 18th birthday, the minor is not eligible for foster care and subsequent independent living services. Therefore, for a minor to enter the URM Program, the state must establish legal responsibility for the minor before the minor's 18th birthday. In several states, a minor must *arrive* in a URM location two to four months before turning 18 in order for legal responsibility to be established in time. When applications are submitted well before a minor turns 18, there is a better chance of a URM placement being identified.
4. Note that even if relatives are available, a decision still could be made to place the youth in the URM Program if those relatives are willing to become licensed foster care families. If a family member is in a jurisdiction where a URM Program operates, and it is determined that a minor may be safely and permanently placed with this family member given additional supports, ORR may recommend that the URM Program facilitate licensing the family member in parity with the state's applicable foster care regulations.

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URM Program

## **ORR GUIDE TO ELIGIBILITY, PLACEMENT, AND SERVICES FOR UNACCOMPANIED REFUGEE MINORS (URM): SERVICES**

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### **3.1 Statement of Goals and Priorities**

The URM Program provides specialized foster care and services, consistent with state and federal child welfare laws and practices, for refugees and other special populations of youth. Like mainstream foster care, the URM Program promotes the safety, permanency, and well-being of the children and youth in the program and strives to transition URM participants to safe and legally permanent families. The priority in establishing permanency is reunification with parents or other relatives. However, not all youth are able to transition into the home of a permanent family for a variety of reasons, including safety concerns. In such cases, the URM Program provides services that ensure the youth has the appropriate skills to leave the program and enter adulthood on their own.

Regardless of the permanency goal, states and URM providers must prioritize services that will help participants in the URM Program integrate into their communities, with emphasis on those services most likely to help children and youth become independent and self-sufficient, as appropriate to their age, development, and specific needs.

The following ORR guidelines that pertain to services provided to children and youth in the URM Program apply to both States and Replacement Designees, unless specified otherwise.

### **3.3 Health Coverage and Services**

Access to health coverage is critical to promoting the well-being of children and youth in the URM Program. As provided by ORR regulations at 45 CFR 400.116, youth must have access to medical assistance until termination of eligibility as described at 45 CFR 400.113(b). Therefore, a state must ensure that youth have access to health coverage until they turn 18 years old or a higher age prescribed by the state for the availability of foster care. In addition to health coverage, states must provide information about coverage options or assistance filling out applications and forms. States must ensure that URM youth, caregivers and provider staff have access to information and training on coverage rules, regardless of the source of coverage. States should provide information about health insurance coverage to youth who are considering leaving URM placement before attaining the highest age for foster care.<sup>1</sup>

#### **3.3.1 STANDARDS**

1. Youth must have access to health coverage until termination of eligibility as described at 45 CFR 400.113(b).

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2. ORR-funded health coverage, including supplemental funding, is limited to those youth found ineligible for Medicaid and CHIP as described at 45 CFR 400.100(a)(1).

### 3.3.2. URM HEALTH COVERAGE THROUGH MEDICAID AND CHIP

ORR regulation 45 CFR 400.94 requires states to determine whether a URM is eligible for Medicaid and CHIP.

Per 45 CFR 400.100(a)(1), children and youth who are eligible or enrolled in Medicaid or CHIP are not eligible to receive ORR funding for medical expenses. This ineligibility for funding includes supplementary funding, such as co-pays and out-of-pocket costs not covered by Medicaid. In addition, ORR has a longstanding policy that ORR funding is not available for the state share of Medicaid or CHIP (60 FR 33588, June 28, 1995).

States may need to coordinate with their state foster care agency and Medicaid office to increase understanding of the services available to youth in their state. If a state wishes to provide services beyond the range of services provided by Medicaid, the state may need to explore opportunities for private partnership, including *pro bono* services. States may not include a line item in their ORR-1 to pay for copays or out-of-pocket medical or dental costs for youth in the URM Program who are eligible or enrolled in Medicaid or CHIP.

While ORR regulations limit ORR-funded health coverage to those found ineligible for Medicaid and CHIP, ORR recognizes that URM youth have unique mental health needs based on their cultural, linguistic, and trauma backgrounds and that those needs may not be met by mental health professionals authorized to bill Medicaid. After other funding sources are exhausted, ORR regulation 45 CFR 400.116(b) allows states to use ORR funding to supplement mental health services to URM youth, even if they are eligible for Medicaid or CHIP. This includes services provided by licensed counselors, therapists, and psychologists.

ORR also acknowledges that URM youth enrolled in Medicaid or CHIP may require medical or dental services not covered by Medicaid or CHIP. The state may request approval to use ORR funding to cover such expenses for treatment and services deemed medically necessary, urgent and/or compelling. The ORR Director or designee will consider whether to provide reimbursement for medical or dental services on a case-by-case basis.

### 3.3.3 URM HEALTH COVERAGE THROUGH ALTERNATIVES TO MEDICAID AND CHIP

If a youth is ineligible for Medicaid and CHIP, the state must find an alternative method to provide health coverage. States may seek reimbursement for costs associated with providing health coverage to children and youth who are ineligible for Medicaid or CHIP. Alternative coverage is available for a URM youth who:

- is not eligible for Medicaid or CHIP;

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- has not reached the maximum age for foster care in the state;
- is in an eligible immigration status;
- has not reunited with a parent;
- has not been adopted; and
- has not united with a non-parental adult with legal custody or guardianship.

Youth may become eligible for different health care coverage options as their age, immigration status, location, or life circumstances (e.g., pregnancy) change. States must periodically review coverage options and reassess eligibility for Medicaid and CHIP when appropriate. States must terminate ORR-funded health coverage when the youth is no longer eligible.

There is no correlation between eligibility for ORR-funded health coverage and receipt of ORR-funded Education and Training Vouchers / Independent Living services.

**Health Insurance Marketplace**

Coverage is also available through the Health Insurance Marketplace for immigrants who are lawfully present, including URM. To learn more about the immigration statuses eligible for Marketplace coverage, click here: [https://www.healthcare.gov/immigrants/immigration-status/Visit disclaimer page](https://www.healthcare.gov/immigrants/immigration-status/Visit%20disclaimer%20page).

If a state chooses to use the Health Insurance Marketplace to provide health coverage to a youth who is ineligible for Medicaid or CHIP, the state must assist the youth in applying for advanced premium tax credits and cost-sharing assistance, if eligible. States can use ORR funding to cover the cost of the unsubsidized portion of the premium and direct medical costs not covered by the plan. If the youth has complex medical needs, the state should consult their URM Program Analyst before choosing a Marketplace plan.

**RMA Workaround**

A state may develop a program or "workaround" arrangement to provide medical assistance through its Medicaid agency or other state office and use ORR funding.

**Medical Replacement Designee**

In some states, another alternative for a URM not eligible for Medicaid and CHIP is ORR-funded medical assistance through a Medical Replacement Designee (MRD)<sup>2</sup>. MRDs are required to provide medical services in accordance with [ORR Policy Letter 19-04](#).

**Enrollment Process**

As part of the eligibility determination and enrollment process, the state or agency responsible for the administration of the URM Program must verify eligibility for ORR-funded health coverage in accordance with 3.3.3. The responsible agency must also confirm for the MRD that the youth received federal approval to enter the URM program and is not living in a different state than where ORR has designated the MRD to provide medical assistance to URM youth. The MRD must establish a process to ensure that it



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enrolls URM youth into ORR-funded medical assistance when determined ineligible for Medicaid and CHIP. This process must include a method for the responsible agency to communicate to the MRD all the necessary information about a URM youth who is ineligible for Medicaid and CHIP. The MRD may only request the information that is necessary to verify eligibility and enroll the youth in ORR-funded medical assistance.

**Eligibility Reverification and Termination**

The MRD must annually verify that URM youth remain eligible for ORR-funded medical assistance in accordance with 3.3.3. The MRD must ask a URM youth to verify that he or she still needs ORR-funded medical assistance. The MRD must give the URM a reasonable amount of time to respond to the verification request. The MRD must terminate ORR-funded medical assistance if the youth fails to respond to the verification request. After termination of coverage, the MRD must have a process to re-enroll the youth in ORR-funded medical assistance, if they are still eligible, without submission of a new application.

The agency responsible for the administration of the URM Program must communicate to the MRD any relevant changes that may affect a youth's eligibility for ORR-funded medical assistance, within 30 days of knowledge of the change. If the MRD verifies the change triggers ineligibility for ORR-funded medical assistance, the MRD must provide notification to the youth of intent to terminate coverage.

**3.3.4 REPORTING**

The state or agency responsible for the administration of the URM program must report estimated and incurred costs related to providing such medical assistance on the appropriate URM direct or administrative cost line items on the ORR-1 and ORR-2 report forms.

The state or agency responsible for the administration of the URM Program must appropriately document Medicaid and ORR-funded medical coverage on the ORR-4 outcomes report. Medicaid or CHIP recipients who have terminated from all ORR-funded URM services must be reported as terminated from the program via the ORR-3 report. Youth who later become eligible per 3.3.3 and receive ORR-funded URM medical coverage must be reported via the ORR-3 report as re-entering the URM program.

ORR-funded URM medical coverage must be documented as an independent living service on the ORR-3 placement report. The responsible agency must continue to report on ORR-funded medical coverage via the ORR-3 and ORR-4 reports until termination of ORR-funded medical coverage.

The MRD must document ORR-funded medical assistance participation and costs on required ORR grant reports.

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**Footnotes**

1. This policy rescinds [State Letter #15-02](#) and [Policy Letter #18-02](#).
2. When a state withdraws from administering the ORR-funded Refugee Resettlement Program, ORR designates a replacement. ORR may designate a replacement for a specific aspect of the Refugee Resettlement Program, such as medical services (e.g., Refugee Medical Assistance and medical screenings). States may also elect to utilize an MRD to provide health coverage for URM's not eligible for Medicaid or CHIP.

**STATEMENT OF GOALS, PRIORITIES, STANDARDS, AND GUIDELINES**

*<http://www.acf.hhs.gov/programs/orr/resource/statement-of-goals-priorities-standards-and-guidelines>*

Published: August 16, 2012

**Categories:** Unaccompanied Refugee Minors

Click on the links below to access the Refugee Resettlement Program's Statement of Goals, Priorities, Standards, and Guidelines for the Unaccompanied Minor Refugee and Cuban/Haitian Entrant Programs.  
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**ACTION:** Final Notice.

**SUMMARY:** This notice establishes goals, priorities, standards, and guidelines for the Unaccompanied Minor Refugee and Cuban/Haitian Entrant Programs. The Standards are amplifications of Office of Refugee Resettlement (ORR) child welfare regulations (45 CFR Part 400, Subpart H, §§ 400.110-400.120). The Guidelines in most cases reflect recommendations of a National Interagency Work Group on Unaccompanied Minors.

A proposed statement was published in the Federal Register of November 5, 1986 (51 FR 40260). This final statement reflects changes made in response to the public comments received, which are discussed below.

**EFFECTIVE DATE:** October 14, 1987

**ADDRESS:** Office of Refugee Resettlement, Administration for Children & Families  
370 L'Enfant Promenade, SW

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**City and County of Denver Human Services**  
**URM Program**

6th Floor /East  
Washington, DC 20447.

**FOR FURTHER INFORMATION CONTACT:** Loren Bussert 202.401.4732

**SUPPLEMENTARY INFORMATION:**

**Authority**

Section 412(a)(6) of the Immigration and Nationality Act (the "INA" as amended by the Refugee Act of 1980 (the "Act")) 8 U.S.C. 1522(a)(6): As a condition for receiving assistance under this section a State must \* \* \* (B) meet standards, goals, and priorities, developed by the Director of the Office of Refugee Resettlement), which assure the effective resettlement of refugee effective provision of services \* \* \*

Section 412(d)(2)(A) of the INA, 8 U.S.C. 1522(d)(2)(A):

The Director is authorized to provide assistance, reimbursement to States, and grants to and contracts with public and private nonprofit agencies for the provision of child welfare services, including foster care maintenance payments and services and health care \* \* \*.

Section 412(d)(2)(B) of the INA, 8 U.S.C. 1522(d)(2)(B):

(i) In the **case of** a refugee child who is unaccompanied by a parent or other close adult relative (as defined by the Director the services described in subparagraph (A) may be furnished until the month after the child attains eighteen years of age for such higher age as the State's child welfare services plan under part B of title IV of the Social Security Act prescribes for the availability of such services to any other child in that State).

(ii) The Director shall attempt to arrange for the placement under the laws of the States of such unaccompanied refugee children, who have been accepted for admission to the United States. before for as soon as possible after) their arrival in the United States. During any interim period while such a child is in the United States at in transit to the United States but before the child is so placed. the Director shall assume legal responsibility (including financial responsibility) for the child, if necessary, and is authorized to make necessary decisions to provide for the child's immediate care.

Title V of the Refugee Education Assistance Act of 1980, enacted on October 10, 1980, provides for Federal assistance and services to individuals having Cuban/Haitian Entrant status. Under this Act, the President is required to exercise authorities identical to those under chapter 2 of title IV of the Immigration and Nationality Act (INA) with respect to Cuban/Haitian entrants.

**Background**

On January 30, 1986, ORR published final regulations (45 CFR Part 400, Subpart H Child Welfare Services), prescribing requirements concerning grants to' States under section 412(d)(2)(B) of the INA for child welfare services to unaccompanied minor refugees. In addition. between February 14, 1985, and June 12, 1986 an interagency work group composed of institutional entities active in the Unaccompanied Minors Program met periodically and developed a series of criteria against which individual agencies could be evaluated, and as a basis for determining allocation of future cases. A Proposed Statement of Program Goals, Priorities, Standards, and Guidelines evolved from these two documents, the Standards being elaboration of Subpart H of the Regulations, and the Guidelines reflecting recommendations adopted by the work group, The Proposed Statement was published in the Federal Register of November 5, 1986, inviting public comments until December 22, 1986. In addition, the Proposed Statement was distributed and explained at a National Conference on Unaccompanied Minor Refugees November 17, 1986, in Philadelphia, with attendees given the opportunity to comment verbally at that time; their verbal comments were transcribed and considered. along with the written comments received, in the development of this final Statement.

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**Discussion of Comments**

ORR received 18 letters from State government agencies, national and local voluntary agencies, and service providers. In addition, seven persons representing similar agencies offered comments at the Philadelphia conference. The following sections address specific points which commenters raised:

**1. 90-DAY PARENTAL REUNION**

**Comment:** Fifteen commenters expressed the concern that the proposed 90-day period during which ORR would support services to unaccompanied minor refugees following arrival of a parent in the United States was inadequate in some particularly difficult cases. Most acknowledged that for the vast majority of such cases, 90 days was sufficient, but they cited instances in which difficulties were encountered in reuniting a child, who had been separated from his or her parents and placed in a new environment during a particularly volatile stage of development, with his or her newly arrived parent who was unprepared for the cultural and developmental changes of the child. They urged flexibility in implementing this provision.

**Response:** ORR expects that the overwhelming majority of cases involving parental reunification can be accommodated under the 90-day period, or through foster care assistance under title IV-E of the Social Security Act, or through Refugee Child Welfare Services.

However, in order to take into consideration the rare case that might **38148 Federal Register / Vol. 52 No. 198 / Wednesday, October 14, 1987 / Notices** not be accommodated by these means, we have amended the policy statement to provide that the Director of ORR may extend the 90-day period in a compelling case with the objective of encouraging family reunion and strengthening the refugee family. This change appears in the section on Legal Considerations, Standard B, Criterion 3.

**2. PARENTAL REUNIFICATION**

**Comment:** One commenter stated that he believed that parental reunification is not always the best option for unaccompanied minor refugees and that unaccompanied minor status should be continued in such instances.

**Response:** While recognizing that this may be the case in a very limited number of instances, ORR notes congressional intent to provide funding for unaccompanied minors in the absence of their parents who normally would be expected to provide for them. ORR's concern for the well-being of the child in such an instance must be weighed against the limitations of statutory authority and legislative intent which limit our ability to continue to provide funding for formerly unaccompanied minors whose parent or parents have reached the United States. Two other avenues of funding for cases where there is a barrier to parental reunification are: (1) Possible conversion of the case to funding under the foster care authority of title IV-E of the Social Security Act; or (2) payment of support costs (from ORR's social service grant to the State) through the authority for refugee child welfare services, as outlined in 45 CFR Part 400, Subpart H, if the child has been in the United States less than 36 months. Unaccompanied minor refugees normally are not eligible for support under title IV-E because reunion with their parents is not possible due to geographic considerations. The arrival of a child's parent(s) may make such eligibility possible if reunification is not in the best interest of the child.

**3. PROGRAM SERVICES AND BENEFITS**

**Comment:** Eight commenters objected to the proposed Administration/Management Standard B, Criterion 2, which required that "State rules and regulations provide the same child welfare services and benefits for refugee children, to the same extent, as those which are provided to other children of the same age in the State under a State's title IV-B plan, and in accordance with the State's child welfare standards, practices, and procedures." The commenters cited special needs of unaccompanied minor refugees, which they felt would not be met under this standard.

**Response:** This standard is based on program regulations- at 45 CFR 400.116(a). It is intended to insure that refugee children, at a minimum, receive such services, consistent with their legal rights in the US. Section 400.116(b) allows additional services, if reasonable and necessary, if the ORR Director authorizes them. The language "at a minimum" has been inserted in Criterion 2 to clarify our intent and to address the commenters' concern.

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**4. ETHNICALLY MATCHED FOSTER PARENTS**

**Comment:** Three commenters stressed the desirability of placing unaccompanied minor refugees with ethnically matched foster parents. One of these commenters expressed the view that all other types of placement should be excluded. In contrast, two other commenters objected to the guideline which calls for placing children under age 12 in ethnically matched, foster homes "to the maximum extent feasible.

**Response:** The National Work Group recognized the importance of the availability of ethnically matched foster parents, as evidenced by Guidelines C. 1 and 2. Moreover, Guideline E focuses on efforts to help a child retain an understanding of, and respect for, his or her native culture and religion.

The National Work Group on several occasions regarded its approach as described in Guideline C.1 as adequate, and ORR is not persuaded to change this approach which we believe provides a needed measure of flexibility while emphasizing the importance of ethnically matched foster parents.

**5. ADOPTION PROCEDURES**

**Comment:** Several commenters expressed concern that inasmuch as attempts to contact natural parents were discouraged by both the standards and 45 CFR Part 400 Subpart H, it would be difficult for a court to assure the protection of parental rights as specified in Legal Considerations, Criterion 5. One commenter opposed any adoption of unaccompanied minor refugees, and another asked for more detailed guidelines to assist the court in determining if parental rights might be terminated.

**Response:** In most cases, termination of parental rights will not be legally possible. These children were generally separated from their parents by forces beyond their control—by war and by political and social upheaval—and reunification is the basic objective of the program.

However, 45 CFR 400.115(C) allows for adoption when it is (1) in the best interest of the child and (2) there is termination of parental rights as determined by the appropriate State court, as when parents are dead or are missing and presumed dead. ORR, taking into consideration the wide number of variables in State law throughout the country, believes that such cases must be decided on their own merit, on a case-by-case basis, by local courts empowered to make such decisions based on State law and the best evidence available.

**6. BILINGUAL WORKERS**

**Comment:** Three commenters stated that bilingual workers might not always be available or be cost-effective to utilize.

**Response:** The National Work Group felt strongly about the need for good communication with the children under care as a cornerstone of an effective program a view which ORR strongly supports. For this communication, bilingual workers are clearly required.

**7. CASEWORKER TRAINING**

**Comment:** Three commenters felt that the proposed 50 hours per year of caseworker training would be excessive and unnecessary. A fourth commenter stated that no special training for caseworkers working with refugee youths was being provided in his State.

**Response:** The National Work Group expressed great concern during its deliberations about the need for training in order to meet the special needs of refugee children. At a time of program constriction, however, and in response to comments, ORR has lowered this period to 30 hours, with the understanding that this represents a minimum and not necessarily a maximum of training time, which should be determined by the specific needs of caseworkers.

**8. REPLACEMENT RATES**

**Comment:** The proposed guideline on placement options specified that (with certain exceptions for temporary care) no more than 30% of a provider agency's existing caseload have had more than two placements and no more than 10% have had more than three placements. Six commenters expressed concern that this guideline would counter productively encourage agencies to leave children in unsuitable care rather than exceed the recommended replacement rates.

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**Response:** In adopting this guideline, the National Work Group weighed such potential counter-productivity against 38149 Federal Register / Vol. 52 No. 198 / Wednesday, October 14, 1987 / Notices the importance of agency care in selecting foster parents. Work-group members, including provider- agency representatives, felt that the margins for change in placements which are permitted by the guideline are adequate to address the concern expressed by the commenters, and ORR is not persuaded to change this decision.

9. COST-EFFECTIVE PROGRAM SIZE

**Comment:** Seven persons questioned the implications for the programs of public provider agencies of the guideline which stated that 30 children was the minimum-size program that could be expected to be cost-effective.

**Response:** The 30-child caseload was intended by the National Work Group to apply to contracted private provider agencies, and not to whatever size caseload might be under the care of a public child welfare agency. We have revised the wording of this criterion to make clear that it refers to "private, voluntary provider-operated local programs."

ORR envisions that private provider agencies whose caseloads are expected to drop below the 30 level within the next 12 months will plan for appropriate administrative adjustments to assure continued cost-effectiveness.

With respect to public agencies, good child welfare practice would seem to require that public agencies with an unaccompanied minor refugee caseload maintain culturally appropriate resources for as long as necessary, regardless of the number of children served.

10. REUNIFICATION OF AMERASIAN UNACCOMPANIED MINORS

**Comment:** Three persons requested a statement of ORR policy with respect to reunification of Amerasian unaccompanied minors with their (American) fathers, when the names and whereabouts of the fathers are known.

**Response:** ORR has no intent to press for such reunifications unless they are desired by both the child and the father. When they do occur, unaccompanied minor status would terminate and the father would be expected to assume legal (and financial) responsibility.

11. "LEAST RESTRICTIVE CARE SETTINGS"

**Comment:** Two commenters asked ORR to clarify the meaning of the term "least restrictive care settings" as it appears in the section of the Statement entitled "Priorities for State Program Administration."

**Response:** The term "least restrictive care setting" in the child welfare context refers to the smallest and most open type of placement that is manageable, considering the needs of the child being served.

12. COMPLETION OF HIGH SCHOOL

**Comment:** Two commenters suggested that ORR funding for well-motivated unaccompanied minors should be allowed to enable them to complete high school, even if it required them to remain in care beyond their 21st birthday. A third commenter proposed that the age limit be reduced to age 17 to conform with AFDC-FC age requirement regulations.

**Response:** The Refugee Act requires that eligibility for unaccompanied minor status be consistent with the State's title IV-B plan "for the availability of such services to any other child in that State." (Section 412(d)(2)(B)(i) of the INA.) Therefore ORR cannot set higher or lower ages of eligibility that differ from a State's title IV-B plan.

13. CASE PLANNING

**Comment:** One commenter noted that Programmatic Standard A, Case Planning, is not consistent with his State's procedure, policy and program guidelines for administration of the unaccompanied minors program, and asked for clarification.

**Response:** This standard is based upon regulations governing operation of the unaccompanied minors program at 45 CFR 400.118 which carries with it the force of law.

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14. APPLICABILITY OF TITLE IV-E

**Comment:** One commenter stated that the reference to title IV-E in Administration/Management Standard

B. Criterion 3, was irrelevant because, in most cases, unaccompanied minor refugees are ineligible for services under that title.

**Response:** This criterion is based on ORR child welfare regulations at 45 CFR 400.112(c). ORR recognizes that most unaccompanied minors will not be eligible under title IV-E but feels that in the few instances where such eligibility can be established, funding should be through that mechanism, with ORR providing the share of costs that normally would be borne by the State or local government.

15. ESTABLISHING LEGAL RESPONSIBILITY

**Comment:** Three commenters asked for clarification of Legal Considerations Standard A, Criterion 1, which requires that within 30 days of a child's arrival, the State or State-authorized child welfare agency petition an appropriate court to establish legal responsibility (if action by a court is required by State law).

**Response:** ORR recognizes that a variety of State legal mechanisms are used to establish responsibility for unaccompanied minor refugees. In some States, responsibility is established within hours of arrival while, in others, backlogged dockets and court procedures can delay formal establishment of legal responsibility for weeks. ORR's intent is to assure that the process ultimately leading to legal is commenced promptly (within 30 days) while allowing sufficient flexibility for the State legal system to function normally.

16. FILING OF REPORTS

**Comment:** One commenter stated that the Administrative/Management Standard C, Criterion 4, requiring the filing of a placement report within 30 days of a child's arrival, provided an unrealistically brief period.

**Response:** This standard is based on existing regulations at 45 CFR 400.120(a). In view of the Refugee Act's requirement for maintaining current lists of unaccompanied minor refugees, ORR considers this requirement to be both justified and important.

17. TRACKING OF CHILDREN

**Comment:** One commenter suggested that ORR should require semi-annual, rather than annual, progress reports (ORR-4) on unaccompanied minors to improve tracking of the children.

**Response:** ORR believes that properly filed ORR-3 Placement Reports together with annual ORR-4 Progress Reports will permit adequate tracking, and that doubling the progress-report workload would yield little aggregate national information while increasing the workload of caseworkers.

18. RELIGIOUS HERITAGE

**Comment:** One commenter questioned the reference, in Programmatic Standard A. Criterion 1, relating to "preservation of \* \* \* religious heritage," expressing the belief that the unaccompanied minor should be accorded "freedom to attend or not attend religious ceremonies."

**Response:** The language of this standard is taken from existing program regulations at 45 CFR 400.118(b)(6), and ORR is not persuaded of the need for changing the regulatory language.

19. HEALTH AND MENTAL HEALTH PLANS

**Comment:** One commenter asked how frequently ORR expected that the health/mental health plan described in the Health and Mental Health Guideline would be updated.  
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**Response:** ORR expects that the plan would be current. in order to be available in case of emergency.

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20. PROGRAM AUDIT

**Comment:** One commenter proposed that the statement include a section defining standards and responsibility for program audits, in order to assess cost-effectiveness.

**Response:** ORR believes that the financial records currently required, which must meet HHS grant requirements, are adequate for effective audit purposes.

**STATEMENT OF GOALS, PRIORITIES, STANDARDS, AND GUIDELINES FOR THE UNACCOMPANIED MINOR REFUGEE AND CUBAN/HAITIAN ENTRANT PROGRAMS**

**Introduction**

**BASIS AND PURPOSE OF THE PROGRAM**

It is the basis and purpose of the program to provide appropriate care consistent with State and Federal child welfare laws and practices, for unaccompanied minor refugees and entrants and to prepare them for productive lives in the United States.

To ensure the most effective possible resettlement of unaccompanied minor refugees in the United States consistent with and as mandated by the applicable provisions of the Refugee Act of 1980, as well as compliance with 45 CFR Part 400, Subpart H, "Child Welfare Services," the Office of Refugee Resettlement (ORR) establishes the following program goals, priorities, standards, and guidelines for the State administered refugee resettlement program (RRP) for FY 1988 and the following fiscal years.

These goals and standards will be applied to the Cuban/Haitian Entrant Unaccompanied Minor Program, for the States which participate in that program.

**DEFINITIONS**

**The provider agency:** An organization, either public or private, which provides placement and direct service to the unaccompanied minor.

**The supervising agency:** The public agency, either State or local, which supervises the provider agency.

**The contracting agency:** The public agency which either contracts with a private contractor or a county for care of the child.

**I. Program Goals**

The goals of the program for unaccompanied minor refugees and entrants are:

To reunify unaccompanied refugee children with their parents or, within the context of State child welfare practice, with non-parental adult relatives.

To help unaccompanied minors develop appropriate skills to enter adulthood and to achieve economic and social self-sufficiency, through delivery of child welfare services in a culturally sensitive manner.

**II. Priorities for State Program Administration**

To place unaccompanied minor refugees and entrants in least restrictive care settings as soon as possible, and to establish legal responsibility in such a way, under State law, as to ensure that these children receive the full range of



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assistance, care, and services to which all children in the State are entitled, and to designate a legal authority to act in place of the child's unavailable parent(s).

To encourage reunification of minors with their parents, or other appropriate adult relatives, and to work with supportive resources, such as voluntary refugee resettlement agencies, at the State and local levels, to facilitate such reunion.

To provide child welfare services and refugee-specific services that will help children adjust to their communities, with emphasis on those services most likely to help children prepare for emancipation/self-supporting status, appropriate to their age and development. States should strive to ensure provision of services in a cost-effective manner. Cost should generally parallel those of the State's regular domestic child welfare program, except where consideration given to unique cultural, language, and psychological needs of the refugee clientele mandates different costs.

In attempting to arrange placement of unaccompanied minor refugees under State child welfare laws, to make every effort to ensure a cooperative and effective working relationship between the State, voluntary agencies, and provider agencies participating in the Refugee and Entrant Unaccompanied Minors Programs.

**III. Program Standards**

The program for unaccompanied minor refugees requires a unique blend of services and program management with specific cognizance of both refugee resettlement concerns and child welfare practices. Likewise, it requires a high degree of cooperation, coordination, and planning among numerous entities at various levels.

In requiring the Director of the Office of Refugee Resettlement to "attempt to arrange for the placement under the laws of the State \* \* \* of unaccompanied minor refugees, the Refugee Act implies an effort by the Director to effect this cooperation, coordination, and planning. In consequence, the Director of the Office of Refugee Resettlement hereby establishes the following standards for operation of the State-administered unaccompanied minor refugee and entrant program. Compliance with these standards is mandatory.

**ADMINISTRATION / MANAGEMENT**

**A. Annual Planning**

**Standard:** A cooperative, effective, well-coordinated, and culture-sensitive working relationship exists among agencies involved in the unaccompanied minors program.

**Criterion:** A State or county supervising and/or contracting agency for refugee children confers at least annually with provider agencies therein to discuss program needs and problems, and to establish numbers of children to be served in the coming year within the State.

**B. State Leadership Role**

**Standard:** The State provides adequate organizational leadership and administrative support for the State unaccompanied minors program.

**Criteria:**

1. Basic requirements of 45 CFR 400.5 (Refugee Resettlement Program State Regulations) and 45 CFR 400.110-400.120 are in place and are adhered to.
2. State rules or regulations provide at a minimum the same child welfare services and benefits for refugee children, to the same extent, as those which are provided to other children of the same age in the State under a State title IV-B plan, and in accordance with the State's child welfare standards, practices, and procedures.
3. The State provides foster care maintenance payments under the State's title IV-E program to any refugee children eligible under that program.

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4. Rules, regulations, and procedures are in place whereby the State assumes program accountability for all aspects of the program, including fiscal and program reporting.
5. The program is structured within State government in such a way that meaningful input into programmatic issues is provided by both the State's refugee program and child welfare staffs.
6. State goals and objectives do not alter or infringe upon program goals of ORR as set forth herein.
7. Child welfare services, assistance procedures, and facilities meet 38151 Federal Register / Vol. 52, No. 198 / Wednesday, October 14, 1987 / Notices recognized standards consistent with the State Plan pursuant to title IV-B of the Social Security Act.

C. Monitoring And Reporting

**Standard:** The State effectively monitors services to unaccompanied minor refugees and entrants.

**Criteria:**

1. Written State procedures consistent with the State's Refugee Resettlement Plan ensure that the appropriate supervising child welfare agency monitors activity of the provider agency at least annually.
2. The monitoring instruments reflect regular State standards for foster care and ORR standards for unaccompanied minors care as applicable.
3. Corrective actions are taken promptly on problems identified during fiscal and program monitoring.
4. All ORR-3 (Placement) Reports are filed with ORR within 30 days of the date of placement, and within 60 days of a change of status (e.g., change of placement or legal responsibility, reunification with adult relatives, and termination from the program (e.g., emancipation or reunification with parent(s))).
5. All ORR-4 (Progress) Reports are filed with ORR annually.

LEGAL CONSIDERATIONS

A. Legal Responsibility

**Standard:** Legal responsibility is established promptly under State child welfare laws.

**Criteria:**

1. The State or State authorized child welfare provider agency petitions an appropriate court to establish legal responsibility within 30 days of the child's arrival at the location of resettlement and placement, if action by a court is required by State law.
2. The section of State law under which legal responsibility is established makes the unaccompanied minor eligible for the full range of assistance, care, and services to which all children in the State are entitled.
3. The section of State law under which legal responsibility is established designates a legal authority to act in place of the child's unavailable, parent(s).
4. Procedures exist to ensure that mechanisms of the Interstate Compact on Placement of Children are utilized when an interstate placement is required subsequent to initial placement.
5. Procedural safeguards exist which ensure that the rights of the minor's unavailable parent(s) are protected, and are not terminated as long as reunification with the. parents remains reasonably possible, as determined by an appropriate State court.

B. Family Reunion

**Standard:** Written State policy encourages the reunion in the United States of unaccompanied minor refugees with their parents or other appropriate relatives.

**Criteria:**

1. Programs for unaccompanied minor refugees are located in areas which have, or have ready access to, existing refugee resettlement agencies which are able to assist in family reunion.

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2. Children are encouraged to apply for admission of their parents to the United States, and are assisted with preparation of the necessary documentation, including applications.
3. When reunion becomes possible following arrival of a parent or parents in the United States, the provider agency assists children and parent(s) in the process, as necessary for up to 90 days after the agency has knowledge of the presence of the parents, after which ORR unaccompanied minor benefits cease, unless the Director of ORR has extended the time period beyond 90 days by specific waiver.

#### **PROGRAMMATIC**

##### **A. Case Planning**

**Standard:** The unaccompanied minor is provided appropriate child welfare and refugee-specific services to develop the skills necessary for social, emotional, and economic self-sufficiency.

**Criteria:** 1. State regulations or rules provide that a written case plan for the care and supervision of each child, including a service plan, leading to non-dependent emancipation or family reunion, is developed, and reviewed for each child semi-annually. The case plan at a minimum addresses each of the following areas:

- Social adjustment
- English language training
- Career planning
- Education/training as appropriate
- Health needs
- Suitable mode of care in the least restrictive setting
- Development of socialization skills
- Family reunification
- Preservation of ethnic and religious heritage
- Mental health needs, if necessary.

#### **IV. Guidelines For Program Development**

The Director of the Office of Refugee Resettlement further establishes the following Guidelines for Program Development developed by a special national work group of experts in care for unaccompanied minors, composed of representatives of national voluntary agencies, local provider agencies, State government, the Department of State, and ORR. These guidelines are strongly recommended by the Director as a yardstick against which current provider activities may be evaluated by State or county supervising/contracting agencies, and against which possible future placements may be planned by national voluntary agencies.

##### **A. COST-EFFECTIVENESS**

**Guideline:** The program is administered in a cost-effective manner.

##### **Criteria:**

1. Costs for refugee children are consistent with costs for other children in care in the State.
2. Cost is a consideration when evaluating overall program effectiveness, but should not exist as an isolated criterion, Minimum program standards must be addressed at first as a context from which to evaluate the effectiveness and costs of unaccompanied minors programs.
3. To assure effective staff utilization and to provide a sufficiently broad range of services and types of care, at least 30 children are participating in private, voluntary provider-operated local programs.
4. The provider agency attempts to access non-ORR funded resources (such as the job Training Partnership Act, job Corps, vocational education, scholarships to preparatory schools and colleges).

##### **B. PROVIDER-AGENCY STAFF QUALIFICATIONS**

**Guideline:** A well-qualified provider agency staff is utilized to provide services.

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**Criteria:**

1. Supervisors, at a minimum, meet established State standards for persons providing similar services in non-refugee child care agencies.
2. The provider agency has on-staff (a) bilingual, bicultural worker(s) specific to the clientele served.
3. The bilingual, bicultural workers) are utilized as an integral part of the program's service function, and not merely as translator(s).
4. Bilingual, bicultural workers are encouraged to actively pursue training opportunities that will help them to become qualified under State standards.
5. At least 30 hours, annually, of ongoing, planned staff development activities we provided for each staff member, including program supervisors, directly involved in provision of services.
6. The direct-services staff ratio of clients to service workers is not greater 38152 Federal Register / Vol. 52 No. 198 / Wednesday, October 14, 1987 / Notices than the State's standard for non-refugee child care.

**C. PLACEMENT OPTIONS**

**Guideline:** The provider agency maintains, or has access to, a range of suitable placement. options.

**Criteria:**

1. Placement options include family foster homes, ethnically matched foster homes, group homes, and supervised independent living.
2. To the maximum feasible extent, children 12 years of age and younger are placed in ethnically matched foster homes to support their understanding of their native culture.
3. No more than 30 percent of the existing caseload have had more than two placements (exclusive of placements in reception centers, reception homes, temporary/emergency placements not exceeding 45 days, or planned independent living situations).
4. No more than 10 percent of the existing caseload have had more than three placements (same exclusions as item 3 above).
5. Before family foster care is utilized, the foster family receives training and information related to cultural sensitivities of the caseload.

**D. PREPARATION FOR EMANCIPATION**

**Guideline:** The program actively and formally promotes the responsible emancipation of unaccompanied minors.

**Criteria:**

1. Program components provide independent living skills services to assist unaccompanied minors to prepare adequately for emancipation without reliance on public assistance.
2. The public cash assistance dependency rate for employable former unaccompanied minors, subsequent to their emancipation, is no greater than 10 percent of all the provider agency's refugee emancipees 90 days following emancipation.
3. State law is sufficiently flexible to permit an unaccompanied minor to remain in care through the completion of high school (but not beyond the 21st birthday).

**E. RETENTION OF ETHNIC HERITAGE**

**Guideline:** Children are encouraged to retain an understanding of, and respect for, their native culture and religion.

**Criteria:**

1. Programs for unaccompanied minor refugees are located in geographic areas which have ethnic communities similar to those of the children placed.
2. Children are placed within ethnically similar communities, or in areas that are readily accessible to the activities of those communities.

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3. Provider agencies maintain a written plan and periodic schedule for exposure to and participation in appropriate cultural events.

**F. HEALTH AND MENTAL HEALTH**

**Guideline:** Children are provided with necessary health and mental health services.

**Criteria:**

1. The provider agency maintains ongoing access to health and mental health services
2. The provider agency has a written contingency plan involving identification of potential resources for coping with cases of severe mental health disorders.

**Dated: September 24, 1987.**

**Bill Gee,**

**Director, Office of Office of Refugee Resettlement.**

**[FR Doc. 87-23711 Filed 10-13-87; 8:30 am]**

**Billing Code 4190-04-M**

## **IMMIGRATION & NATIONALITY ACTS**

### **INA: ACT 412 - AUTHORIZATION FOR PROGRAMS FOR DOMESTIC RESETTLEMENT OF AND ASSISTANCE TO REFUGEES**

*<http://www.acf.hhs.gov/programs/orr/resource/the-refugee-act>*

Sec. 412. [8 U.S.C. 1522]

**(a) Conditions and Considerations.-**

(6) As a condition for receiving assistance under this section, a State must-

(A) submit to the Director a plan which provides-

- i) a description of how the State intends to encourage effective refugee resettlement and to promote economic self-sufficiency as quickly as possible,
- ii) a description of how the State will insure that language training and employment services are made available to refugees receiving cash assistance,
- iii) for the designation of an individual, employed by the State, who will be responsible for insuring coordination of public and private resources in refugee resettlement,
- iv) for the care and supervision of and legal responsibility for unaccompanied refugee children in the State, and
- v) for the identification of refugees who at the time of resettlement in the State are determined to have medical conditions requiring, or medical histories indicating a need for, treatment or observation and such monitoring of such treatment or observation as may be necessary;

(B) meet standards, goals, and priorities, developed by the Director, which assure the effective resettlement of refugees and which promote their economic self-sufficiency as quickly as possible and the efficient provision of services; and

(C) submit to the Director, within a reasonable period of time after the end of each fiscal year, a report on the uses of funds provided under this chapter which the State is responsible for administering.

**(d) Assistance for Refugee Children.-**

(2)

(A) The Director is authorized to provide assistance, reimbursement to States, and grants to and contracts with, public and private nonprofit agencies, for the provision of child welfare services, including foster care

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maintenance payments and services and health care, furnished to any refugee child (except as provided in subparagraph (B)) during the thirty-six month period beginning with the first month in which such refugee child is in the United States.

- (B) In the case of a refugee child who is unaccompanied by a parent or other close adult relative (as defined by the Director), the services described in subparagraph (A) may be furnished until the month after the child attains eighteen years of age (or such higher age as the State's child welfare services plan under part B of title IV of the Social Security Act prescribes for the availability of such services to any other child in that State).
- (i) The Director shall attempt to arrange for the placement under the laws of the States of such unaccompanied refugee children, who have been accepted for admission to the United States, before (or as soon as possible after) their arrival in the United States. During any interim period while such a child is in the United States or in transit to the United States but before the child is so placed, the Director shall assume legal responsibility (including financial responsibility) for the child, if necessary, and is authorized to make necessary decisions to provide for the child's immediate care.
  - (ii) In carrying out the Director's responsibilities under clause (i), the Director is authorized to enter into contracts with appropriate public or private nonprofit agencies under such conditions as the Director determines to be appropriate.
  - (iii) The Director shall prepare and maintain a list of (I) all such unaccompanied children who have entered the United States after April 1, 1975, (II) the names and last known residences of their parents (if living) at the time of arrival, and (III) the children's location, status, and progress.

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REFUGEE EDUCATION ASSISTANCE ACT OF 1980 TITLE V, PL 96-422

<http://www.gpo.gov/fdsys/pkg/STATUTE-94/pdf/STATUTE-94-Pg1799.pdf>

PUBLIC LAW 96-422—OCT. 10, 1980

94 STAT. 1809

reasonable notice and opportunity for a hearing on the record to such agency.

TITLE V—OTHER PROVISIONS RELATING TO CUBAN AND HAITIAN ENTRANTS

AUTHORITIES FOR OTHER PROGRAMS AND ACTIVITIES

SEC. 501. (a)(1) The President shall exercise authorities with respect to Cuban and Haitian entrants which are identical to the authorities which are exercised under chapter 2 of title IV of the Immigration and Nationality Act. The authorizations provided in section 414 of that Act shall be available to carry out this section without regard to the dollar limitation contained in section 414(a)(2).

8 USC 1522 note.

Ante, p. 110.  
Ante, p. 116.

(2) Any reference in chapter III of title I of the Supplemental Appropriations and Rescission Act, 1980, to section 405(c)(2) of the International Security and Development Assistance Act of 1980 or to the International Security Act of 1980 shall be construed to be a reference to paragraph (1) of this subsection.

Ante, p. 865.

(b) In addition, the President may, by regulation, provide that benefits granted under any law of the United States (other than the Immigration and Nationality Act) with respect to individuals admitted to the United States under section 207(c) of the Immigration and Nationality Act shall be granted in the same manner and to the same extent with respect to Cuban and Haitian entrants.

Ante, p. 103.

(c)(1)(A) Any Federal agency may, under the direction of the President, provide assistance (in the form of materials, supplies, equipment, work, services, facilities, or otherwise) for the processing, care, maintenance, security, transportation, and initial reception and placement in the United States of Cuban and Haitian entrants. Such assistance shall be provided on such terms and conditions as the President may determine.

(B) Funds available to carry out this subsection shall be used to reimburse State and local governments for expenses which they incur for the purposes described in subparagraph (A). Such funds may be used to reimburse Federal agencies for assistance which they provide under subparagraph (A).

Reimbursements.

(2) The President may direct the head of any Federal agency to detail personnel of that agency, on either a reimbursable or nonreimbursable basis, for temporary duty with any Federal agency directed to provide supervision and management for purposes of this subsection.

(3) The furnishing of assistance or other exercise of functions under this subsection shall not be considered a major Federal action significantly affecting the quality of the human environment within the meaning of the National Environmental Policy Act of 1969.

42 USC 4321 note.

(4) Funds to carry out this subsection may be available until expended.

(5) To facilitate the transfer of the functions described in paragraph (1) from the Federal Emergency Management Agency to other Federal agencies pursuant to this subsection, the purposes for which the funds appropriated to the President in the first paragraph under the heading "FEDERAL EMERGENCY MANAGEMENT AGENCY" in chapter VII of title I of the Supplemental Appropriations and Rescission Act, 1980, are available may be construed to include use in carrying out this subsection to the extent that those funds are allocated for use for any of the purposes described in paragraph (1) of this subsection.

Ante, p. 873.

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“Cuban and  
Haitian  
entrant.”

(d) The authorities provided in this section are applicable to assistance and services provided with respect to Cuban or Haitian entrants at any time after their arrival in the United States, including periods prior to the enactment of this section.

(e) As used in this section, the term “Cuban and Haitian entrant” means—

(1) any individual granted parole status as a Cuban/Haitian Entrant (Status Pending) or granted any other special status subsequently established under the immigration laws for nationals of Cuba or Haiti, regardless of the status of the individual at the time assistance or services are provided; and

(2) any other national of Cuba or Haiti—

(A) who—

(i) was paroled into the United States and has not acquired any other status under the Immigration and Nationality Act;

(ii) is the subject of exclusion or deportation proceedings under the Immigration and Nationality Act; or

(iii) has an application for asylum pending with the Immigration and Naturalization Service; and

(B) with respect to whom a final, nonappealable, and legally enforceable order of deportation or exclusion has not been entered.

8 USC 1101 note.

Approved October 10, 1980.



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**STATE LETTERS**

**State Letter #01-27: Reclassification of Unaccompanied Minors**

Published: October 27, 2001

<http://www.acf.hhs.gov/programs/orr/resource/state-letter-01-27>

**TO:** STATE REFUGEE COORDINATORS

**FROM:** Carmel Clay-Thompson  
Acting Director  
Office of Refugee Resettlement

**SUBJECT:** Policy Issuance: Re-classification to Unaccompanied Minor Program

Over the past year, several thousand youth from the Kakuma refugee camp in Kenya have arrived in the U.S. under the U.S. refugee resettlement program. Nearly five hundred of these youth—under age 18 at the time of arrival in the U.S.—were resettled through the Unaccompanied Refugee Minor (URM) program. The remainder—about 3,500—were resettled in the U.S. under the regular refugee program.

The youths in the URM program are eligible for a wide range of benefits and services until age 18, or a higher age established by the State of resettlement in its child welfare plan under Part IV-B of the Social Security Act for the availability of child welfare services. Most of the States with URM affiliates sites allow youth to continue their education for a year or more after age 18. The youths over age 18 at the time of arrival, on the other hand, face the need for immediate employment and early self-sufficiency and, therefore, more limited opportunities for educational advancement.

The sharp division of the youths into two separate programs opens an issue about the accuracy of the dates of birth for these children. Some evidence suggests that the accuracy of these dates may be very low. Of the 90 youths recorded in the ORR database before the end of calendar year 2000, 89 recorded a birth date of January 1. These dates of birth apparently were chosen based on the best estimates of staff of the United Nations High Commissioner for Refugees (UNHCR).

Over the past several months, several States have requested that ORR reclassify youths as unaccompanied minors based on documentation that has surfaced since their arrival in the U.S. In order to provide for an equitable process of re-determining age eligibility for the URM program, ORR is establishing a formal policy regarding the submission of such documents. Beginning immediately, a request for reclassification to unaccompanied minor status based on a re-determination of age must be accompanied by as much of the following documentation as the local agency can obtain:

- An affidavit from the youth as to how old he is and why he believes that he is that age.
- An explanation from the youth or from knowledgeable other persons relating how the incorrect birth date was recorded in official records and by whom.
- An explanation from the youth or other persons of how the alternative birth date was derived.
- Where alternative documentation emerges which indicates that the affiant is younger than the age documented in INS records, an explanation of who obtained the alternative documentation (such as a birth certificate), the official authority from which it was obtained, and the line of custody of the alternative documentation since that time.
- An explanation of why the youth did not use the alternative documentation to correct official records in the Kakuma camp, if it was available at the time.
- A statement from the program director or the caseworker as to the general appearance of the youth and the opinions of staff, volunteers, and other youth as to his actual age, based on an assessment of the youth's emotional and physical development.

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- The professional opinion of a doctor, dentist, or other health professional in support of the youth's claim based on objective medical findings, such as dental exams, wrist x-rays or bone scans.
- Where appropriate, a photocopy of the discovered birth document and a description from agency staff describing the appearance and credibility of the document.

With these documents, the Director will determine whether the preponderance of evidence merits a change in date of birth and reclassification to unaccompanied minor status.

If you have any questions or comments, please contact Loren Bussert of my staff by telephone at (202) 401-4732, by Email at [LBUSSERT@ACF.DHHS.GOV](mailto:LBUSSERT@ACF.DHHS.GOV), or by fax at (202) 401-4587.

**State Letter #02-07: Reclassification of Unaccompanied Minors**

Published: March 6, 2002

<http://www.acf.hhs.gov/programs/orr/resource/state-letter-02-07>

**TO: STATE REFUGEE COORDINATORS**

**FROM:** Nguyen Van Hanh, Ph.D.,  
Director  
Office of Refugee Resettlement

**Re:** Reclassification of Unaccompanied Minors

Over the past year, the number of minors served in Unaccompanied Refugee Minors (URM) program has more than tripled, primarily in the following categories:

- Referrals from overseas, most notably from the Kakuma refugee camp in Kenya, but also from other areas;
- Reclassification requests for minors granted asylum by the Immigration and Naturalization Service (INS) or arriving here as entrants, and
- Reclassification requests for refugee minors who arrived here accompanied by relatives or guardians, but whose family circumstances changed drastically after arrival.

In response to the increase in the latter two categories, ORR is now re-issuing its guidelines for reclassification. ORR previously issued policy guidance in ORR State Letter # 01-27 regarding reclassification in cases where the age of the youth was in dispute. Please refer to that State letter for additional guidance in reclassification requests relating to the age of the youth.

Placement in ORR's unaccompanied minors program is limited to 14 designated programs able to provide refugee-appropriate child welfare services. These specialized services are provided in Boston, Massachusetts; Tacoma and Seattle, Washington; Fargo, North Dakota; Philadelphia, Pennsylvania; Rochester and Syracuse, New York; Jackson, Mississippi; Richmond, Virginia; Newark, New Jersey; Washington, D.C.; Lansing and Grand Rapids, Michigan; and Phoenix, Arizona. If the Director of ORR approves the referral for reclassification from the State Refugee Coordinator administering one of the 14 sites, minors residing in other States may be transferred to an above-mentioned State.

When a refugee program official identifies a minor in need of culturally appropriate foster care services, the official should confer with the State Coordinator regarding the referral. The State Coordinator should then notify the children's services division of either of the two voluntary agencies which coordinate URM services for ORR-the Lutheran Immigration and Refugee Services (LIRS) or the United States Conference of Catholic Bishops (USCCB). The volag will explore the suitability and appropriateness of placement with its affiliates. When an appropriate placement is found, the volag will notify the referring State Refugee Coordinator of the anticipated placement at the

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preferred site. If the placement is out of State, the volag will work with both the referring State Coordinator and the receiving State Coordinator to ensure that the needs of the minor are met during the transition to the new resettlement site.

When the volag has secured the verbal approval for the placement from both State Refugee Coordinators, the volag will notify the affiliate to send a letter to their State Refugee Coordinator to request reclassification of the child to unaccompanied minor status. The affiliate letter to the receiving State Refugee Coordinator should explain the background of the reclassification request, provide case summary information justifying the request, and address each of the six conditions of reclassification listed below. Voluntary agencies and affiliates may send copies of information to ORR to provide advance notification of a request, but the State agency must initiate requests for reclassification.

The receiving State Coordinator should then prepare a cover letter indicating the State's support of the reclassification request and mail the material to the Director of ORR, along with a copy addressed to the Unaccompanied Refugee Minors team. The State should also fax a copy of the letter to Loren Bussert at (202) 401-5487. This is very important because mail delivery to ORR has been severely impacted by the need to irradiate mail addressed to Federal agencies. Currently, mail is delivered to ORR approximately 45 days after postmark.

ORR will reclassify a minor to unaccompanied status if the following conditions are met:

- The minor is eligible for ORR-funded benefits and services; that is, she must be a refugee, asylee, Amerasian, Cuban or Haitian entrant, or a victim of a severe form of trafficking, as determined by ORR.
- No parent of the minor has lived in the U.S. since the child's arrival here.
- No relative or non-related adult has ever had legal custody of the child in the U.S.
- With respect to a child who entered the U.S. accompanied by a non-parental relative or non-related adult, or who entered the U.S. for the purpose of joining a non-parental relative or non-related adult, the child is not currently living in the home of such a relative or adult.
- An appropriate court has placed legal responsibility for the child with the State or local public child welfare agency or with a licensed non-public agency under contract with the State to provide services to unaccompanied minors.
- The State has reported the child to ORR as an unaccompanied minor and as part of the official State program for unaccompanied minors, and the State meets all other program and reporting requirements.

The last two conditions are satisfied if the State includes a statement of assurance in its reclassification request that it will file a petition for custody and submit the proper forms to ORR when reclassification is approved.

Requests for reclassification are considered on a case-by-case basis. Once ORR receives all pertinent information, requests are evaluated and processed promptly. In some cases, the Director may waive one or more conditions of eligibility. For example, ORR has in the past waived the second condition for refugee children whose parents died shortly after arrival in the U.S.

If ORR approves the reclassification request, the determination is effective with the date of the State's request. The receiving State Coordinator is responsible for arranging transit of the minor to the receiving site, and may include the minor's cost of transportation to the new resettlement site in his financial reports.

If you have any questions or comments, please contact Loren Bussert of my staff by telephone at (202) 401-4732, by Email at [LBUSSERT@ACF.DHHS.GOV](mailto:LBUSSERT@ACF.DHHS.GOV), or by fax at (202) 401-4587.

**State Letter #09-09: Clarification of Unaccompanied Refugee Minor (URM) Eligibility for Chafee (Independent Living) Funds and Education and Training Vouchers (ETV)**

Published: November 20, 2008

<http://www.acf.hhs.gov/programs/orr/resource/state-letter-09-09>

**EXHIBIT B: POLICIES**  
**City and County of Denver Human Services**  
**URM Program**

**TO:** STATE REFUGEE COORDINATORS  
REFUGEE HEALTH COORDINATORS  
NATIONAL VOLUNTARY AGENCIES  
WILSON-FISH AGENCIES  
OTHER INTERESTED PARTIES

**FROM:** David Siegel  
Acting Director  
Office of Refugee Resettlement

**SUBJECT:** Clarification of Unaccompanied Refugee Minor (URM) Eligibility for Chafee (Independent Living) Funds and Education and Training Vouchers (ETV)

The purpose of this State Letter is to clarify Federal policy regarding Unaccompanied Refugee Minor (URM) eligibility for certain benefits available through the Federal Chafee Foster Care Independence Program (“Chafee”), including the Education and Training Vouchers (ETV).

Parity of service for URMs extends to Chafee and ETV benefits. Federal regulations require a State to “provide unaccompanied minors with the same range of child welfare benefits and services available in foster care cases to other children in the State. Allowable benefits and services may include...services identified in the State’s plans under titles IV-B and IV-E of the Social Security Act...” Case planning for all URMs, including those receiving Chafee/ETV or Independent Living services, must address the cultural elements outlined in regulation, including the preparation of the youth for independent living and economic self-sufficiency in the context of cultural training and social integration.

**(1) Are children in the Unaccompanied Refugee Minor (URM) program eligible for Chafee-funded services, including education and training vouchers (ETV)?**

**Answer:** A child in the URM program who is either in foster care<sup>4</sup> or has been in foster care under the title IV-B/IV-E State agency’s responsibility for placement and care, may be eligible for Chafee-funded services, including the Chafee education and training voucher program. Additional State criteria, which apply to all other Chafee program participants and are specified in the Chafee Foster Care Independence Plan (CFCIP), such as age-specific criteria, would also apply to URMs.

**(2) Is a URM whose placement and care is with a private agency eligible for Chafee/ETV?**

**Answer:** A URM youth who has never been in foster care under the placement and care responsibility of the State title IV-B/IV-E agency, but whose placement and care is with a private agency, does not qualify for federally-funded Chafee/ETV benefits; however, private agencies are responsible for assuring that parity of benefits with the State program is being met. In this example, costs of assuring parity may be chargeable to the URM program, provided that those services are part of the URM’s individual case plan or individual service plan.

**(3) How does this guidance apply to a county-administered IV-B and/or IV-E program?**

**Answer:** In a State that has a child welfare system that is State supervised but county-administered, the county child welfare agency is still responsible for administering the State IV-B/IV-E plan, so the guidance in this State Letter would also apply to county-administered programs.

**(4) Must a State include URMs in the Adoption and Foster Care Analysis and Reporting System (AFCARS) even when their care is 100% federally funded?**

**Answer:** The State must include in AFCARS all children in foster care for whom the State title IV-B/IV-E agency has responsibility for placement, care, or supervision, regardless of the source of funds for the child’s foster care

**EXHIBIT B: POLICIES**  
**City and County of Denver Human Services**  
**URM Program**

payment. Therefore, States should be reporting to AFCARS all URM youth who are in foster care under the responsibility for placement or care of the State title IV-B/IV-E agency.

**(5) If a State has not included a URM in AFCARS, is that youth still eligible to access Chafee or ETV funds?**

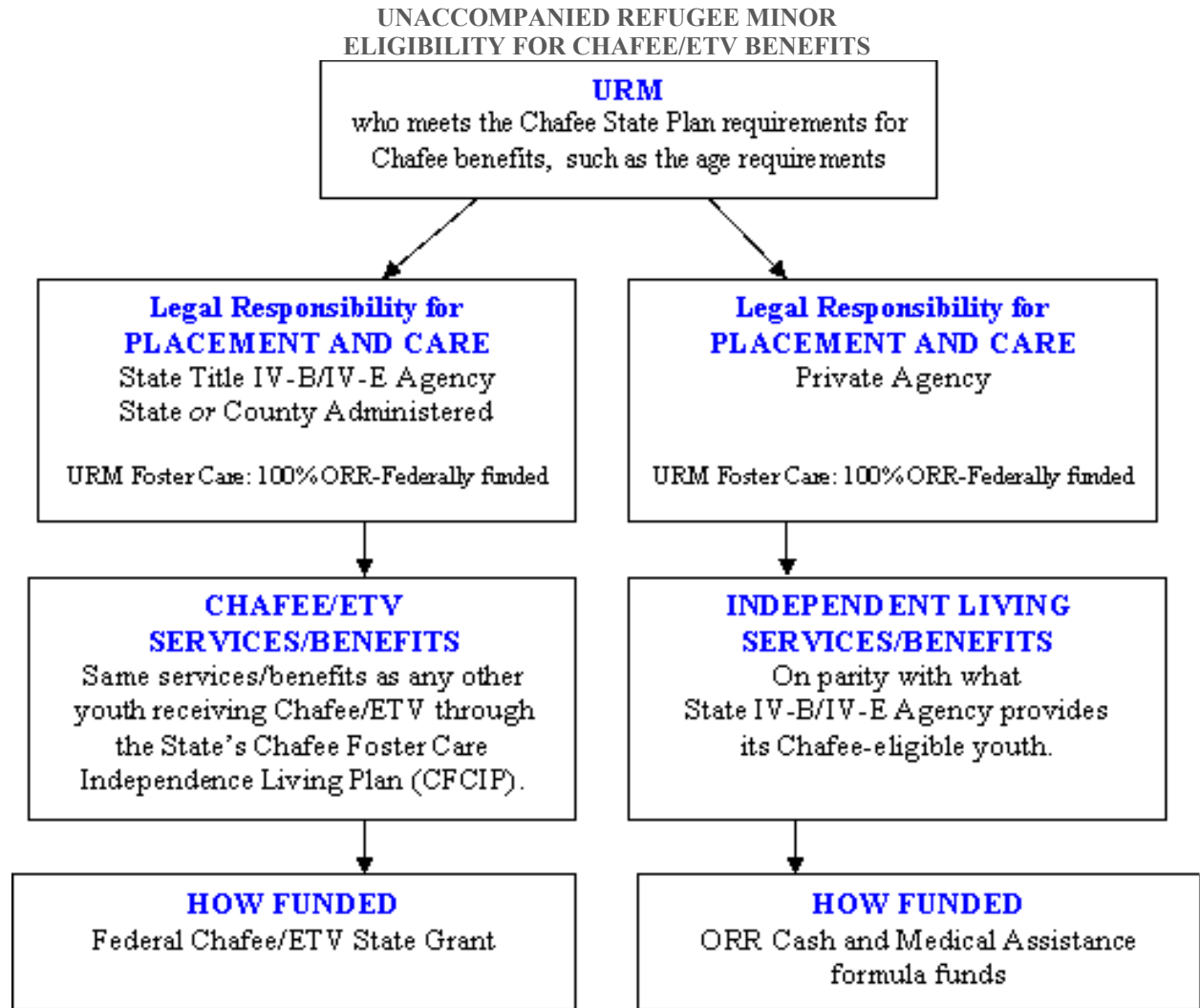
**Answer:** URM access to Chafee services, including ETV, is not dependent on the State reporting a URM to AFCARS. Therefore, as stated above, any child who has been admitted to the URM program and who is either in foster care, or has been in foster care under the State agency's responsibility for placement and care, may be eligible for Chafee-funded services, including ETV. As indicated above, any additional State criteria specified in the CFCIP applicable to all other Chafee/ETV participants, such as age-specific criteria, would also apply.

This guidance has been written in coordination with the Administration for Children and Family's Children's Bureau.

We hope this information is helpful as you provide needed services and resources to the URM in your care. If you have any questions about information contained in this State Letter, please contact Pamela Green-Smith at [pamela.greensmith@acf.hhs.gov](mailto:pamela.greensmith@acf.hhs.gov).

Attachment: URM Eligibility for Chafee/ETV Benefits Flowchart

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**City and County of Denver Human Services**  
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State Letter # 09-#09  
November 20, 2008

**EXHIBIT B: POLICIES**  
**City and County of Denver Human Services**  
**URM Program**

**State Letter #10-03: “Cuban and Haitian Entrants”**  
**Eligibility for ORR-Funded Benefits and Services**

Published: January 27, 2010

<http://www.acf.hhs.gov/programs/orr/resource/state-letter-10-03>

**TO:** STATE REFUGEE COORDINATORS  
NATIONAL VOLUNTARY AGENCIES  
OTHER INTERESTED PARTIES

**FROM:** Eskinder Negash  
Director  
Office of Refugee Resettlement

**SUBJECT:** “Cuban and Haitian Entrants”: Eligibility for ORR-Funded Benefits and Services

With the recent devastation caused by the earthquake in Haiti, ORR has received many inquiries about the ORR-funded benefits and services that Haitian nationals might be eligible to receive if they are in the United States. “Cuban and Haitian entrants” are eligible for ORR-funded benefits and services, such as refugee cash and medical assistance and social services. In addition, “Cuban and Haitian entrants” are eligible for Federal public benefits, such as Temporary Assistance for Needy Families, to the same extent as refugees. This State Letter reviews the definition of “Cuban and Haitian entrant” as it applies to Haitian nationals and clarifies the acceptable documentation these individuals may present when they apply for ORR-funded benefits and services.

**Definition**

In determining whether someone is a “Cuban and Haitian entrant,” ORR uses the definition in the Refugee Education Assistance Act of 1980. There are three general categories of individuals who are considered “Cuban and Haitian entrants.”

A **Haitian national** meets the definition of “Cuban and Haitian entrant” if he or she:

1. was granted parole status as a Cuban/Haitian entrant (Status Pending) on or after April 21, 1980 or **has been paroled into the United States** on or after October 10, 1980; or
2. is the **subject of removal, deportation or exclusion proceedings** under the Immigration and Nationality Act and with respect to whom a final, nonappealable, and legally enforceable order of removal, deportation or exclusion has not been entered; or
3. has an **application for asylum pending** with the Department of Homeland Security and with respect to whom a final, nonappealable, and legally enforceable order of removal, deportation or exclusion has not been entered.

**Documentation**

In order to access ORR-funded benefits and services, a Haitian national must provide acceptable documentation showing that he or she meets the definition of “Cuban and Haitian entrant.” The following lists include documents that provide proof of status. (These documents may or may not provide proof of identity or nationality.)

**List 1**

A national of Cuba or Haiti who was granted parole status as a Cuban/Haitian entrant (Status Pending) on or after April 21, 1980 or **has been paroled into the United States** on or after October 10, 1980 , regardless of the status of the individual at the time assistance or services are provided.

- **An I-94 Arrival/departure card with a stamp showing parole into the U.S. on or after April 21, 1980** (I-94 may refer to §212(d)(5). I-94 may refer to humanitarian or public interest parole. I-94 may be expired.)

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### **City and County of Denver Human Services URM Program**

- **An I-94 Arrival/departure card with a stamp showing parole at any time as a "Cuban/Haitian Entrant (Status Pending)"**  
(I-94 may refer to §212(d)(5). I-94 may be expired.)
- **CH6 adjustment code on the I-551**  
(Even after a Cuban/Haitian Entrant (Status Pending) becomes a permanent resident, he/she technically retains the status Cuban/Haitian Entrant (Status Pending). I-551 may be expired.)
- **A Cuban or Haitian passport with a §212(d)(5) stamp dated after October 10, 1980.**  
(Passport may be expired.)

#### **List 2**

A national of Cuba or Haiti who is the **subject of removal, deportation or exclusion proceedings** under the Immigration and Nationality Act (INA) and with respect to whom a final, nonappealable, and legally enforceable order of removal, deportation or exclusion has not been entered.

- **Department of Homeland Security (DHS) Form I-221**  
Order to Show Cause and Notice of Hearing
- **DHS Form I-862**  
Notice to Appear
- **DHS Form I-220A**  
Order of Release on Recognizance
- **DHS Form I-122**  
Notice to Applicant Detained for a Hearing Before an Immigration Judge
- **DHS Form I-221S**  
Order to Show Cause, Notice of Hearing and Warrant for Arrest
- **Copy of DHS Form I-589 date stamped by the Executive Office for Immigration Review (EOIR)**  
Application for Asylum and Withholding of Removal; Individual is subject of removal, deportation or exclusion proceedings.
- **Copy of DHS Form I-485 date stamped by EOIR**  
Application to Register Permanent Residence or to Adjust Status; Individual is subject of removal, exclusion or deportation proceedings.
- **EOIR-26**  
Notice of Appeal, date stamped by the Office of the Immigration Judge
- **I-766 Employment Authorization Document with the code C10**  
Application for suspension of deportation/cancellation of removal submitted
- **I-688B Employment Authorization Document with the provision of law 274a.12(c)(10)**  
Application for suspension of deportation/cancellation of removal submitted
- **Other applications for relief that have been date stamped by EOIR**
- **Other documentation pertaining to an applicant's removal, exclusion or deportation proceedings**  
Example: a notice of a hearing date before an Immigration Judge

#### **List 3**

A national of Cuba or Haiti who has an application for asylum pending with the Department of Homeland Security and with respect to whom a final, nonappealable, and legally enforceable order of removal, deportation or exclusion has not been entered.

- **DHS receipt for filing Form I-589**  
Application for Asylum and Withholding of Removal
- **I-766 Employment Authorization document with the code C08**
- **I-688B Employment Authorization Document with the provision of law 274a.12(c)(8)**  
This is an older version of the employment authorization document.



**EXHIBIT B: POLICIES**  
**City and County of Denver Human Services**  
**URM Program**

**State Letter #10-05: Requesting Assistance for Child Victims of Human Trafficking**

Published: March 19, 2010

*<http://www.acf.hhs.gov/programs/orr/resource/state-letter-10-05>*

**TO:** STATE REFUGEE COORDINATORS  
NATIONAL VOLUNTARY AGENCIES  
ANTI-TRAFFICKING COALITIONS AND TASK FORCES  
OTHER INTERESTED PARTIES

**FROM:** Eskinder Negash  
Director  
Office of Refugee Resettlement

**SUBJECT:** Requesting Assistance for Child Victims of Human Trafficking

This State Letter describes the process by which an individual may request eligibility for federally funded assistance for an alien child who may have been subjected to human trafficking. It supplements and modifies instructions and ORR staff contact information provided in State Letters 01-13 and 02-01.

**Background**

Under the Trafficking Victims Protection Act of 2000 (TVPA), as amended, the U.S. Secretary of Health and Human Services (HHS) is charged with determining whether an alien child (under the age of 18) in the United States is eligible for the benefits and services made available under the TVPA to victims of a severe form of trafficking in persons. An "Eligibility Letter" from the HHS Office of Refugee Resettlement (ORR) enables a child victim of human trafficking to receive federally funded benefits and services to the same extent as a refugee.

The William Wilberforce Trafficking Victims Protection Reauthorization Act (TVPRA of 2008), signed into law on December 23, 2008, directs the Secretary of HHS, upon receipt of credible information that a child who is seeking assistance may have been subjected to a severe form of trafficking in persons, to promptly determine if the child is eligible for interim assistance for up to 90 days. During the interim eligibility period, initiated by ORR's issuance of an "Interim Assistance Letter," ORR will consult with the U.S. Department of Justice (DOJ), the U.S. Department of Homeland Security (DHS), and nongovernmental organizations with expertise in victims of trafficking to determine the child's eligibility for assistance as a victim of trafficking. An "Interim Assistance Letter" from ORR will make a child eligible to receive federally funded benefits and services to the same extent as a refugee for a 90-day period.

**Request for Assistance for Child Victims of Human Trafficking**

An individual may request, on behalf of a child, eligibility for federally funded benefits and services from ORR when the individual has credible information the child may have been subjected to a severe form of trafficking in persons.

The information provided through the submission of a "Request for Assistance for Child Victims of Human Trafficking" form, which is attached to this State Letter, enables ORR to make determinations regarding the eligibility of these children for the same benefits and services available to refugees, and to assess and address potential child protection issues. ORR may provide an Interim Assistance Letter if ORR receives credible information that a child may have been subjected to trafficking. For cases in which ORR has issued an Interim Assistance Letter, ORR will consult with DOJ, DHS, and nongovernmental organizations with expertise in victims of trafficking prior to making a determination of the child's eligibility as a victim of trafficking. A child is not required to cooperate with law enforcement as a condition for receiving a letter of eligibility.

**Requests for Assistance for Child Victims of Human Trafficking should be sent by e-mail to [ChildTrafficking@acf.hhs.gov](mailto:ChildTrafficking@acf.hhs.gov) or by fax to (202) 401-5487.** An ORR Child Protection Specialist will respond

## **EXHIBIT B: POLICIES**

### **City and County of Denver Human Services URM Program**

to the requestor upon receipt and review of the request. Individuals wishing to speak to an ORR Child Protection Specialist about a child who may be a victim of trafficking eligible for assistance should call (202) 205-4582.

#### **Eligibility for Interim and Long-Term Assistance**

Upon making a determination that a child is eligible for interim assistance, ORR will issue the child an Interim Assistance Letter, and, within 24 hours, will notify DOJ and DHS of this determination. Before the end of the 90-day period, and after consultation with DOJ, DHS, and nongovernmental organizations with expertise on victims of trafficking, ORR will make a determination as to whether the child is eligible for benefits and services as a victim of a severe form of trafficking in persons. ORR will make this determination as quickly as possible after issuing an Interim Assistance Letter and will issue an Eligibility Letter to a child determined by ORR to be a victim of trafficking. A child is not required to cooperate with law enforcement to receive an Interim Assistance Letter or an Eligibility Letter.

If ORR has not issued an interim assistance letter within 10 business days after receipt of the request for assistance, ORR will notify the requestor about the status of the request.

#### **Denial of Eligibility for Assistance**

HHS may issue a decision to deny eligibility either 1) after review of the initial request for assistance or 2) after a child has been made eligible for interim assistance.

If within 30 calendar days of receipt of the request for assistance ORR has not received credible information that a child may have been subjected to a severe form of trafficking in persons, ORR will issue a letter to the child, in care of the requestor, denying eligibility for interim assistance. If ORR issues a child an Interim Assistance Letter but, before the end of the interim assistance period, ORR has not received information, taken as a whole, indicating that a child has been subjected to a severe form of trafficking in persons, ORR will issue a letter to the child, in care of the requestor, denying eligibility for benefits and services to the same extent as a refugee beyond the interim assistance period, and the child's eligibility for interim assistance will expire at that time. ORR will provide to the requestor the reasoning behind its decision and the information it used in making its determination. Should additional information become available for ORR's consideration, the requestor should submit a new "Request for Assistance for Child Victims of Human Trafficking" form to ORR.

In the event ORR denies eligibility, the requestor will have 30 business days from the date of receipt of the denial to submit a request for reconsideration. The request for reconsideration should be sent to: Assistant Secretary, Administration for Children and Families, 370 L'Enfant Promenade, 6th Floor, Washington, DC, 20447, ATTENTION: Child Trafficking Eligibility Reconsideration. The ACF Assistant Secretary will send his/her decision on the reconsideration to the requestor within 15 business days from the date of the receipt of the reconsideration request. This will be considered a final administrative decision. Please see the attached "Process for Reconsideration of a Denial" for more information.

#### **Notification to HHS to Facilitate Provision of Interim Assistance**

The TVPRA of 2008 provides that "Not later than 24 hours after a Federal, State, or local official discovers that a person who is under 18 years of age may be a victim of a severe form of trafficking in persons, the official shall notify HHS to facilitate the provision of interim assistance" (TVPRA, Section 107(b)(1)(G), or 22 U.S.C. 7105 (b)(1)(G)). Federal, State, or local officials should notify ORR Child Protection Specialists at [ChildTrafficking@acf.hhs.gov](mailto:ChildTrafficking@acf.hhs.gov) or call (202) 205-4582 when they are made aware of an alien child who may be a victim of trafficking. To the extent possible, officials should provide the child's name, age, location, and country of origin, as well as the location of the exploitation, the suspected form of trafficking, and the official's contact information or other preferred point of contact. An ORR Child Protection Specialist will respond to each notification during regular business hours, Monday through Friday, and follow up with the reporting official, as appropriate. Follow-up will involve facilitating interim and long-term eligibility, where applicable, and providing technical assistance as needed.

#### **ATTACHMENTS:**

**EXHIBIT B: POLICIES**

**City and County of Denver Human Services**

**URM Program**

- Interim Assistance Letter - sample ([PDF](#) 13KB)
- Eligibility Letter - sample ([PDF](#) 13KB)
- Request for Assistance for Child Victims of Human Trafficking - template ([PDF](#) 647KB)
- “Process for Reconsideration of a Denial of Eligibility” ([PDF](#) 11KB)

**QUESTIONS:** If you have questions about any of the information in this State Letter, please contact Maggie Wynne, Director of the ORR Division for Anti-Trafficking in Persons, at [Maggie.Wynne@acf.hhs.gov](mailto:Maggie.Wynne@acf.hhs.gov).

**EXHIBIT B: POLICIES**  
**City and County of Denver Human Services**  
**URM Program**

**State Letter #10-11: Eligibility for the Unaccompanied Refugee Minor Program for Children Granted Special Immigrant Juvenile Status**

Eligibility for the Unaccompanied Refugee Minor Program for Children Granted Special Immigrant Juvenile Status by the Department of Homeland Security

Published: September 27, 2010

<http://www.acf.hhs.gov/programs/orr/resource/state-letter-10-11>

**TO:** STATE REFUGEE COORDINATORS  
REFUGEE HEALTH COORDINATORS  
NATIONAL VOLUNTARY AGENCIES  
OTHER INTERESTED PARTIES

**FROM:** Eskinder Negash  
Director  
Office of Refugee Resettlement

**SUBJECT:** Eligibility for the Unaccompanied Refugee Minor Program for Children Granted Special Immigrant Juvenile Status by the Department of Homeland Security

The William Wilberforce Trafficking Victims Protection Reauthorization Act of 2008 (TVPRA 2008) makes a child who has been granted special immigrant juvenile (SIJ) status by the Department of Homeland Security (DHS) and who was in HHS custody or was receiving Cuban and Haitian entrant services at the time dependency was granted eligible for the Unaccompanied Refugee Minor (URM) program.<sup>1</sup> The Office of Refugee Resettlement (ORR) has developed the policies and procedures in this State Letter and the attached application to govern the possible entry into the URM program of children granted SIJ status. ORR will continue to review the implementation of this policy and make necessary adjustments as this program moves forward.

**SIJ Application for Placement in the URM Program**

**Instructions:**

1. Attorneys or others, such as, but not limited to, social workers, acting on behalf of a child granted SIJ status must complete the SIJ Application for Placement in the URM Program.
2. The application, supporting documentation, and a G-28, EOIR-28, EOIR-29 or other form of authorization to act on behalf of the child must be submitted to the following address: [urmprogram@acf.hhs.gov](mailto:urmprogram@acf.hhs.gov).
3. If the child will turn 18 in 31 calendar days or less from submission of the application, the request must be marked URGENT in the email subject line.
4. ORR will acknowledge receipt of the application within two business days.
5. ORR may request additional information to determine a child's eligibility and need for URM placement. ORR also may gather information from its own records of children in its custody.
6. If the ORR Director approves the application, ORR will send a letter to the State Refugee Coordinator and the attorney (or other requestor) indicating that placement in the URM program has been approved and is effective per the date of the ORR Director's letter; after which the child may transfer to the URM program.
7. If the ORR Director denies the application, the attorney (or other requestor) will have 30 business days from the date on the notice of the denial to submit a request for reconsideration of the ORR Director's decision. The request for reconsideration should be sent to: Assistant Secretary, Administration for Children and Families (ACF), 370 L'Enfant Promenade, S.W., 6th Floor, Washington, D.C. 20447, ATTENTION: URM (SIJ) Reconsideration. The ACF Assistant Secretary will send his/her decision on the reconsideration to the requestor within fifteen business days from the date of the receipt of the reconsideration request. This will be considered a final administrative decision.

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**URM Program**

**Considerations:**

1. The application must show that the child has met the statutory requirements; and that the State has the ability to ensure legal responsibility is established prior to the child's 18 th birthday.

According to applicable URM regulations at 45 CFR 400.115, for a child to enter the URM program, a State court must establish legal responsibility for the child (i.e., give legal custody or guardianship of the child to a State, local public child welfare agency or licensed non-public agency). To be eligible for the URM program, a child must be eligible for foster care and independent living services under State law. In all States operating URM programs, if legal responsibility is not established prior to the child's 18 th birthday, the child is not eligible for foster care and subsequent independent living services. Therefore, to be eligible for the URM program, the State must establish legal responsibility for the child before the child's 18th birthday.

2. In assessing whether a child should be placed in the URM program, ORR will make a decision based on the best interests of the child. In making this decision, ORR will consider whether the child has family members in the United States who can care for him or her and whether such care would be better for the child than the care that could be provided under the URM program. Note that even if relatives are available, a decision still could be made to place the child in the URM program if those relatives are willing to become licensed foster care families. If a family member is in a jurisdiction where a URM program operates, and it is determined that a child may be safely and permanently placed with this family member given additional supports, ORR may recommend that the URM program facilitate licensing the family member in parity with the state's applicable foster care regulations.
3. If ORR determines that a child should be placed in the URM program, then ORR will determine the best URM placement for a child taking into consideration the information submitted in the application; the available URM placements in the network; the location of relatives with whom the child has a relationship; and the child's ability to access other needed benefits and services in the State or local community.

**Attachments:**

SIJ Application for Placement in the URM Program ([doc](#) 102kb) ([pdf](#) 209kb) (Updated 06/04/12)  
Decline of Placement ([doc](#) 38 KB)

**Additional Information**

**The URM Program:**

The URM program provides specialized foster care for refugee and other special populations of children. The program operates in 15 States and provides services that are in parity with a State's Title IV-B and Title IV-E programs. Current URM guidelines and regulations, where applicable, govern the care of the children and the requirements for States and agencies providing URM services.

**Inquiries:**

For inquiries about the completion of this form or the status of an application, please contact the URM team at [urmprogram@acf.hhs.gov](mailto:urmprogram@acf.hhs.gov).

1 Section 235(d)(4) of the TVPRA 2008 states, "[a] child who has been granted special immigrant status under section 101(a)(27)(J) of the Immigration and Nationality Act . . . and who was either in the custody of the Secretary of Health and Human Services at the time a dependency order was granted for such child or who was receiving services pursuant to section 501(a) of the Refugee Education Assistance Act of 1980 . . . at the time such dependency order was granted, shall be eligible for placement and services under section 412(d) of the Immigration and Nationality Act . . . until the earlier of (i) the date on which the child reaches the age designated in section

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**URM Program**

412(d)(2)(B) of the Immigration and Nationality Act . . .; or (ii) the date on which the child is placed in a permanent adoptive home.”

**State Letter #13-08: Updated Report Forms ORR-3 and ORR-4 for Unaccompanied Refugee Minor (URM) Program and New Information Collection Method**

Published: July 2, 2013

*<http://www.acf.hhs.gov/programs/orr/resource/state-letter-13-08>*

**To:** State Refugee Coordinators  
URM Programs  
Other Interested Parties

**From:** Eskinder Negash  
Director  
Office of Refugee Resettlement

**Subject:** Updated Report Forms ORR-3 and ORR-4 for Unaccompanied Refugee Minor (URM) Program and New Information Collection Method

**Purpose**

The purpose of this State Letter is to announce the new version of Report Forms ORR-3 and ORR-4 approved by the Office of Management and Budget (OMB), and the imminent access to a new web-based system for the URM report forms' data collection. Implementation of the new report forms is effective October 1, 2013.

**Background**

Forms ORR-3 and ORR-4 (OMB No. 0970-0034) were designed to provide the Director of the Office of Refugee Resettlement (ORR) with information on all children in the Unaccompanied Refugee Minor (URM) program, pursuant to Section 412 (d)(2)(B)(iv) of the INA (8 U.S.C. 1522). ORR currently requires grantees to submit two reports:

- Form ORR-3, the Unaccompanied Refugee Minor Placement Report, is submitted upon initial placement of the child in the State and whenever there is a change in the child's status, including termination of the program, and
- Form ORR-4, the Unaccompanied Refugee Minor Outcome Report, is required annually to indicate the child's progress toward established goals in the case plan and the agency's efforts toward family reunification.

Since publication of the regulations at 45 CFR Part 400 Subpart H, there have been significant changes in the program due to new Federal Legislation and the presence of newly eligible minor populations. These changes, which have been shared through ORR-issued policy guidance, have made it necessary to revise both the ORR-3 and ORR-4 forms to ensure collection of accurate and useful information on children in the URM program.

**New Information Collection Method: ORR-3 and ORR-4 through iRADS Web-System**

Along with minor changes to both report forms, ORR is implementing the iRADS URM web-based data system for the ORR-3 and ORR-4 data collection process through which States and providers will submit the information online instead of by email. This implementation will simplify information collection and review by States, ensure rapid information collection by ORR, standardize data entry, and improve data integrity and long-term analysis of program quality.

**EXHIBIT B: POLICIES**  
**City and County of Denver Human Services**  
**URM Program**

You will receive further instructions from ORR when the IRADS system for URM data becomes available. ORR strongly encourages States and their providers to submit the ORR-3 and ORR-4 reports through the iRADS system.

OMB-approved report forms and accompanying instructions are attached to this letter and can be also found on the ORR website at this link:

<http://www.acf.hhs.gov/programs/orr/resource/report-forms>

Please email your questions to [urmprogram@acf.hhs.gov](mailto:urmprogram@acf.hhs.gov) with NEW URM REPORT FORMS in the subject line.

**Attachments:**

1. ORR-3 Placement Report (OMB No. 0970-0034) ([xls 93KB](#))
2. Instructions for ORR-3 Placement Report ([doc 113KB](#))
3. ORR-4 Outcomes Report (OMB No. 0970-0034) ([xls 127KB](#))
4. Instructions for ORR-4 Outcomes Report ([doc 44KB](#))

**State Letter #14-01: Eligibility of U Status Recipients for Unaccompanied Refugee Minors Program**

Published: February 10, 2014

<http://www.acf.hhs.gov/programs/orr/resource/state-letter-14-01>

**TO:** STATE REFUGEE COORDINATORS  
NATIONAL VOLUNTARY AGENCIES  
OTHER INTERESTED PARTIES

**FROM:** Eskinder Negash  
Director  
Office of Refugee Resettlement

**SUBJECT:** Eligibility of U Status Recipients for Unaccompanied Refugee Minors Program

The Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, § 1263) makes a child who has been granted U status by the Department of Homeland Security (DHS) eligible for the Office of Refugee Resettlement's (ORR) Unaccompanied Refugee Minor (URM) program, provided that the child meets all other eligibility requirements.

The U nonimmigrant status (U visa) is set aside for victims of crimes who have suffered substantial mental or physical abuse and are willing to assist law enforcement and government officials in the investigation or prosecution of the criminal activity. The U.S. Citizenship and Immigration Services (USCIS) website ([www.uscis.gov](http://www.uscis.gov)) is a good resource for information on topics such as the types of qualifying crimes that U status holders may have experienced, the length of time that may be spent in U nonimmigrant status, special requirements for applying for legal permanent residency and details on filing for derivative immigration benefits for family members. For example, see "Victims of Criminal Activity: U Nonimmigrant Status," and "Questions & Answers: Victims of Criminal Activity, U Nonimmigrant Status" which also contain links to other helpful USCIS forms and web pages.

ORR encourages State Refugee Coordinators to prepare their URM service provider network to place and serve unaccompanied U status recipients, as with all other populations that are eligible for the URM program. ORR conducts an eligibility determination prior to approving entry into the URM program, including a review of the child's unaccompanied status. Specific procedures for U status recipients are under development. In the interim, service providers and other interested parties with knowledge of child U status recipients who are unaccompanied and in need of placement may contact [urmprogram@acf.hhs.gov](mailto:urmprogram@acf.hhs.gov) for a case by case determination of eligibility for the URM program. Questions related to the content of this State Letter should be directed to Tricia Swartz at 202-401-5145 or [Tricia.Swartz@acf.hhs.gov](mailto:Tricia.Swartz@acf.hhs.gov).

**EXHIBIT B: POLICIES**  
**City and County of Denver Human Services**  
**URM Program**

**State Letter #15-07: Eligibility and Application for Unaccompanied Refugee Minor Program for Youth in the United States**

Published: June 24, 2015

<http://www.acf.hhs.gov/programs/orr/resource/state-letter-15-07>

**TO:** STATE REFUGEE COORDINATORS  
STATE REFUGEE HEALTH COORDINATORS  
NATIONAL VOLUNTARY AGENCIES  
OTHER INTERESTED PARTIES

**FROM:** Robert Carey  
Director  
Office of Refugee Resettlement

**SUBJECT:** Eligibility and Application for the Unaccompanied Refugee Minors Program for Youth in the United States

The Unaccompanied Refugee Minors (URM) Program provides specialized foster care for refugees and other special populations of youth. Originally, the program provided services for refugee youth arriving from overseas unaccompanied by a parent or adult relative. Over the years, Congress passed laws making other special populations already in the United States eligible for the URM Program. Over time, different application processes were developed for the different eligible populations. In an effort to streamline and simplify the URM application process, the Office of Refugee Resettlement (ORR) has developed a uniform application process for eligible youth in the United States.

This State Letter: (1) lists the eligible populations; (2) outlines the process for youth in the United States to apply for the URM Program; (3) provides an application; and (4) includes the considerations ORR makes when determining whether to accept a youth into the program. This State Letter supersedes guidance in two previous State Letters<sup>1</sup> related to URM eligible populations.

**Eligible Populations**

Youth in the United States in the following categories are eligible for the URM Program:

1. **Refugees** as outlined at 8 U.S.C. § 1522(d) in cases where they become unaccompanied while living in the United States because there has been a family breakdown.
2. **Asylees** pursuant to 8 U.S.C. § 1158.
3. **Cuban and Haitian Entrants** in accordance with the requirements in 45 CFR § 401.2.
4. **Victims of Human Trafficking** as defined at 22 U.S.C. § 7105(b)(1)(C).
5. **Special Immigrant Juveniles** in accordance with the requirements in 8 U.S.C. § 1232(d)(4).
6. **U Status Recipients** as authorized by 8 U.S.C. § 1232(d)(4).

**Application Process**



## **EXHIBIT B: POLICIES**

### **City and County of Denver Human Services**

#### **URM Program**

1. Caseworkers in the ORR Unaccompanied Children's (UC) Program<sup>2</sup>, attorneys or others, such as, but not limited to, social workers, acting on behalf of a youth must submit a completed URM Program Application.
2. A completed application, supporting documentation, and a G-28, EOIR-28, EOIR-29 or other form of authorization to act on behalf of the youth must be submitted to the following address: **urmprogram@acf.hhs.gov. ORR will return incomplete applications to the requestor.**
3. If the youth will turn 18 in 45 calendar days or less from submission of the completed application, the request must be marked URGENT in the email subject line. Requestors should read carefully Consideration #1 below and note that entry into the URM Program is not guaranteed, particularly when a youth is approaching his or her 18th birthday.
4. ORR will acknowledge receipt of the application within five business days or as soon as practicable.
5. ORR may request additional information from the requestor to determine a youth's eligibility and need for URM Program services and benefits. For youth who are or have been in Federal custody through the UC Program, ORR also may gather information from its own records.
6. If the ORR Director approves the application, ORR will send a letter to the State Refugee Coordinator and the requestor indicating acceptance in to the URM Program, effective on the date of the ORR Director's letter; after which the youth may transfer to the URM Program.
7. If the ORR Director denies the application, the requestor will have 30 business days from the date on the notice of the denial to submit a request for reconsideration of the ORR Director's decision. The request for reconsideration should be sent to: Assistant Secretary, Administration for Children and Families (ACF), 370 L'Enfant Promenade, S.W., 6th Floor, Washington, D.C. 20024, ATTENTION: URM Reconsideration. The ACF Assistant Secretary will send his/her decision on the reconsideration to the requestor and the decision will be considered a final administrative decision.

#### **ORR Considerations**

1. A review of the application and the specifics of the case must show that the youth has met the statutory, regulatory and policy requirements and the application must have been submitted prior to the youth's 18th birthday, with sufficient time for the State to establish legal responsibility. See 45 CFR 400.115<sup>3</sup>.
2. In assessing whether a youth should be accepted in the URM Program, ORR will make a decision based on the best interests of the youth. In making this decision, ORR will consider whether the youth has family members in the United States who can care for him or her and whether such care would be better for the youth than the care that could be provided under the URM Program. Note that even if relatives are available, a decision still could be made to place the youth in the URM Program if those relatives are willing to become licensed foster care families. If a family member is in a jurisdiction where a URM Program operates, and it is determined that a youth may be safely and permanently placed with this family member given additional supports, ORR may recommend that the URM Program facilitate licensing the family member in parity with the state's applicable foster care regulations.
3. If ORR determines that a youth should be accepted in the URM Program, then ORR will determine the best URM Program for the youth, taking into consideration the information submitted in the application; the available URM Program locations; information from the UC Program, if relevant; the location of relatives with whom the youth has a relationship; and the youth's ability to access other needed benefits and services in the State or local community.

#### **Attachments**

**Go to ORR's website to find the URM Program Application and Program Withdrawal/Declination forms.**

[State Letter 15-07 | Office of Refugee Resettlement | Administration for Children and Families](#)

**EXHIBIT B: POLICIES**  
**City and County of Denver Human Services**  
**URM Program**

**Additional Information**

At this time, the URM Program operates in 15 States and provides services that are in parity with a State's Title IV-B and Title IV-E programs. Current URM guidelines and regulations, where applicable, govern the care of the youth and the requirements for States and agencies providing URM services.

**Inquiries**

For inquiries about the completion of this form or the status of an application, please contact the URM team at [urmprogram@acf.hhs.gov](mailto:urmprogram@acf.hhs.gov).

**TRAFFICKING VICTIMS INFORMATION**

Trafficking Victims Protection Act of 2000 (PL 106-386)  
<http://www.state.gov/documents/organization/10492.pdf>

Trafficking Victims Protection and Reauthorization Act of 2008 (PL 110-457)  
<http://www.gpo.gov/fdsys/pkg/PLAW-110publ457/pdf/PLAW-110publ457.pdf>

**VIOLENCE AGAINST WOMEN ACT**

Violence Against Women Reauthorization Act (PL 113-4)  
<http://www.uscis.gov/sites/default/files/ilink/docView/PUBLAW/DATAOBJECTS/PL113-4.pdf>

**VOLUME 7**

Colorado Department of Human Services (CDHS) Child Welfare Rules (Volume 7)

[https://www.sos.state.co.us/CCR/NumericalCCRDList.do?deptID=9&deptName=500,1008,2500%20Department%20of%20Human%20Services&agencyID=107&agencyName=2509%20Social%20Services%20Rules%20\(Volume%207;%20At-risk%20Adults,%20Child%20Welfare,%20Child%20Care%20Facilities\)](https://www.sos.state.co.us/CCR/NumericalCCRDList.do?deptID=9&deptName=500,1008,2500%20Department%20of%20Human%20Services&agencyID=107&agencyName=2509%20Social%20Services%20Rules%20(Volume%207;%20At-risk%20Adults,%20Child%20Welfare,%20Child%20Care%20Facilities))

**COLORADO REVISED STATUTES**

**Title 19**

Children's Code

<http://www.lexisnexis.com/hottopics/Colorado/>

Colorado Department of Human Services (CDHS) Agency Letters  
<http://www.colorado.gov/apps/cdhs/rral/agencyLettersSrchResults.jsf>

Colorado Department of Human Services (CDHS) Dear Director Letters  
<https://sites.google.com/a/state.co.us/coloradocounties/letters/dear-director-letters/office-of-children-youth-and-families-dear-director-letters?pli=1>

**EXHIBIT B: POLICIES**  
**City and County of Denver Human Services**  
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**EXHIBIT C: DEFINITIONS**  
**City and County of Denver Human Services**  
**URM Program**

**DEFINITIONS**  
**URM Program**

The following definitions shall apply in the interpretation of this Contract, wherever used:

- Administrative Review Division (ARD): An independent third party review system under the auspices of the Colorado Department of Human Services. ARD is the mechanism responsible for the federally required Case Review System and a portion of the Quality Assurance System for both the Division of Child Welfare and the Division of Youth Corrections.
- Asylee: A person who has been granted political asylum or refugee status in the United States by the U.S. Citizenship and Immigration Services. An asylee has the same rights and benefits as refugees. Date of eligibility for services is the date final asylum status was granted. Asylees are included in any services listed for refugees.
- Case Management: The determination of which services to provide or refer an unaccompanied refugee minor to in accordance with Colorado Volume 7 Rules and Regulations around foster care self-sufficiency and educational/vocational plan, referral to appropriate services, and monitoring of the unaccompanied refugee minor's participation in such services. The action of monthly contracted visitation and the creation and completion of a Family Service Plan document for each Unaccompanied Refugee Minor in accordance with Colorado Volume 7 Rules and Regulations pertaining to youth in foster care.
- Chafee Foster Care Independence Program (CFCIP): Also known as Chafee, a federally funded, statewide independent living program that is county administered. The purpose of the CFCIP is to provide age-appropriate independent living services to youth aged 16-23 who are in out-of-home placement or to young adults aged 18-23 who were in out-of-home placement on or after their 18<sup>th</sup> birthday.
- Child Placement Agency (CPA): Per Volume 7.710.1 any corporation, partnership, association, firm, agency, institution, or person unrelated to the child being placed, who places, facilitates placement for a fee, or who arranges for placement, any child under the age of eighteen (18) years with any family, person, or institution for the purposes of foster care, treatment and/or adoption. The natural or adoptive parents or legal guardian of any child who places that child for care with any facility licensed as a "family care home" or "child care center," as defined by this section, shall not be deemed to be a CPA.
- Colorado Department of Human Services (CDHS): The Colorado Department which oversees both Colorado Refugee Services Program and Division of Child Welfare.
- Code of Federal Regulations (CFR): The codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of federal government of the United States.
- Colorado Refugee Services Program (CRSP): A division of CDHS that has the responsibility to oversee refugee services in the State.
- Critical Incident Report (CIR): As defined at 7.701.26F of the General Rules for Child Care Facilities, a critical incident is a serious life safety or potential life safety incident or concern that poses a danger to the life, health, and/or well-being of a child or children at the facility or of a staff member at the facility. Within 24 hours of the occurrence of a critical incident, the facility or child

## **EXHIBIT C: DEFINITIONS**

### **City and County of Denver Human Services URM Program**

placement agency must report in writing to the licensing or certifying authority any critical incident(s) involving a child in the care of the facility or a staff member on duty.

- Cultural Orientation: Formal instruction provided to the Unaccompanied Refugee Minor youth in his/her language about life and services in the U.S. Refugees also receive cultural orientation from translated workshops through the English language program.
- Division of Child Welfare (DCW): A division of CDHS that has responsibility for monitoring the URM contract.
- Education and Training Voucher (ETV): Resources specifically to meet the education and training needs of youth aging out of foster care.
- English Language Training/Colorado Refugee English as a Second Language (ELT/CRESL): Training focused on English necessary for obtaining and maintaining initial adjustment, educational or vocational services.
- Health Insurance Portability and Accountability Act (HIPAA): Federally mandated security and privacy regulations that relate to health information.
- Immigration and Nationality Act (INA): Created in 1952 to collect and codify many existing provisions and reorganize the structure of immigration law. The Act has been amended many times over the years, but is still the basic body of immigration law.
- Independent Living (IL): Programs and services to prepare youth in out-of-home care for the transition from a structured living environment to living on their own. Services should include efforts to build life skills and self-sufficiency competencies and are mandatory for youth age 16 and over as outlined in Volume 7.305.
- Independent Living Arrangement (ILA): An independent living placement for URM's ages 16 to 21 which meet the criteria outlined in Volume 7.305.2.
- Individual Education Plan (IEP): A written plan of the educational program designed to accomplish the individual needs of a student. Each student who receives special education services should have an IEP.
- Intensive services: Services for new arrivals up to and including initial resettlement and orientation, accessing essential health, educational, vocational and social services, and other services essential to achieving self-sufficiency in the transition to adulthood.
- Immigration and Customs Enforcement (ICE): Created in 2003 to enforce federal laws governing border control, customs, trade and immigration to promote homeland security and public safety.
- Interstate Compact for the Placement of Children (ICPC): A law that has been enacted by all 50 states, the District of Columbia and the US Virgin Islands which establishes orderly procedures for the interstate placement of children and fixes responsibilities for those involved in placing the child.
- Legal Permanent Residency (LPR): Any person not a citizen of the United States who is residing in the U.S. under legally recognized and lawfully recorded permanent residence as an immigrant. Also known as "Permanent Resident Alien," "Resident Alien Permit Holder," and "Green Card Holder."
- Limited English Proficiency (LEP): Person with LEP are unable to communicate effectively in English because their primary language is not English and they have not developed fluency in the English language. A person with LEP may have difficulty speaking or reading English. An LEP person will benefit from an interpreter who will translate to and from the person's primary language.

## **EXHIBIT C: DEFINITIONS**

### **City and County of Denver Human Services URM Program**

An LEP person may also need documents written in English translated into his or her primary language so that person can understand important documents related to health and human services.

- Lutheran Family Services Rocky Mountains (LFSRM): The Resettlement Agency which holds the contract to implement the URM Program in the State of Colorado.
- Office of Children, Youth and Families (OCYF): A division within the State that is responsible for policy development, service provision, and coordination of efforts to improve the lives of Colorado citizens by supporting supportive, quality and effective services. OCYF oversees the Division of Child Welfare, Division of Youth Corrections, and the Domestic Violence Program.
- Office of Refugee Resettlement (ORR): The federal agency responsible for refugee resettlement within the Department of Health and Human Services (HHS), Administration for Children and Families (ACF). Through its Director, ORR issues rules (in the form of State Letters) concerning eligibilities for its programs.
- Refugee Arrivals Data System (RADS): URM web-based data system for the ORR-3 and ORR-4 data collection.
- Resettlement Agency: A local affiliate of a national voluntary resettlement agency having a cooperative agreement with the U.S. State Department to provide initial resettlement, cultural orientation, employability services, and case management to assist refugees in successful resettlement. Also called Voluntary Agency or Volag.
- Self-sufficiency: The ability of an unaccompanied minor youth to develop appropriate skills to enter adulthood and to achieve economic and social self-sufficiency through delivery of child welfare services in a culturally sensitive manner.
- Special Immigrant Juvenile Status (SIJS): Some children present in the United States without legal immigration status may be in need of humanitarian protection because they have been abused, abandoned, or neglected by a parent. Special Immigrant Juvenile (SIJ) status is an immigration classification that may allow for these vulnerable children to immediately apply for lawful permanent resident status (“LPR” status or a “Green Card”).
- Trails: Colorado’s child welfare database.
- Unaccompanied Refugee Minor (URM): A person under the age of 18 so defined by the U.S. Citizenship and Immigration Services who is outside his/her country of nationality (or habitual residence) who is unable to return to that country due to persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group or political opinion, who has come to reside in the United States, and who has not yet obtained citizenship. Youth are eligible for services until age 21 through the Colorado Foster Care System.
- United States Citizen and Immigration Services (USCIS): A component of the United States Department of Homeland Security (DHS). It performs many administrative functions formerly carried out by the former United States Immigration and Naturalization Service (INS), which was part of the Department of Justice. The stated priorities of the USCIS are to promote national security, to eliminate immigration case backlogs, and to improve customer services.
- Victim of a Severe Forms of Trafficking: Persons who have been certified as such by the U.S. Department of Health and Human Services (HHS), and who are eligible for benefits and services to the same extent as refugees.



			<b>Subtotal URM Foster Care</b>	<b>\$153,191.56</b>	<b>\$1,838,298.76</b>										
			URM Services	\$138,765.06	\$1,665,180.69										
			URM Administration	\$14,426.51	\$173,118.07										
			<b>Subtotal</b>	<b>\$153,191.56</b>	<b>\$1,838,298.76</b>										

Budget Footnote re Pooled GAE

This contract is funded through a General Accounting Encumbrance (GAE). The amounts listed above are considered an estimate as a baseline for the anticipated amount of client services to be provided. Reimbursement of expenses are based on available funds and will be paid from a shared funding pool for all contractors of the URM program. The budget is an estimate only.

Payment to Contractor is made from available funds encumbered and shared across multiple contractors. The State may increase or decrease the total funds encumbered at its sole discretion and without formal notice to Contractor. No minimum payment is guaranteed to Contractor. The liability of the State for such payments is limited to the encumbered amount remaining of such funds.



**URM Program**

Refugee Arrivals (M4)	0
ORR Eligible Arrivals	10
Emancipations	0

**DDHS Loading**

Children Entering Care (by month)	Total Children in Care											
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
Beginning	6	6	6	6	6	6	6	6	6	6	6	6
October*	1	1	1	1	1	1	1	1	1	1	1	1
November		1	1	1	1	1	1	1	1	1	1	1
December			1	1	1	1	1	1	1	1	1	1
January				1	1	1	1	1	1	1	1	1
February					1	1	1	1	1	1	1	1
March						1	1	1	1	1	1	1
April							1	1	1	1	1	1
May								1	1	1	1	1
June									1	1	1	1
July										1	1	1
August											0	0
September												0
# of Refugee Arrivals	0	0	0	0	0	0	0	0	0	0	0	0
# of ORR-Eligible Arrivals	1	1	1	1	1	1	1	1	1	1	0	0
Monthly Total of Children in Care	7	8	9	10	11	12	13	14	15	16	16	16
Monthly Emancipations	0	0	0	0	0	0	0	0	0	0	0	0

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**Monthly Totals**

Youth needing URM+	7	8	9	10	11	12	13	14	15	16	16	16
Youth in Foster Care	1	1	1	1	1	1	1	1	2	2	2	2
Youth in 3rd Party Placements	6	7	8	9	10	11	12	13	14	14	14	14
Total Nights in Foster Care	448											
Total Days in 3rd Party Placements	4,035											
Total days of Care	4,484											
# of Distinct Cases	16											
Monthly Average of Children in Care	12											
Total Arrivals	10											
Total Annual Emancipations	0											
# of cases carrying over to next FY	16											

**EXHIBIT D PART 2: BUDGET NARRATIVE**  
**City and County of Denver Human Services**  
**URM Program**

**BUDGET NARRATIVE**  
**Unaccompanied Refugee Minor (URM) Program**  
**City and County of Denver Human Services (DHS)**

**A. Background and Need**

Colorado's Unaccompanied Refugee Minor (URM) Program places overseas children with refugee status and children in the custody of the Office of Refugee Resettlement (ORR) living in the United States into the care and custody of City and County of Denver Human Services (DHS). Colorado Refugee Services Program (CRSP), located in the Office of Economic Security, Colorado Department of Human Services (CDHS), administers programming and funds for the URM Program.

Currently DHS is paid for its services for the URM Program through a subcontract with Lutheran Family Services of the Rocky Mountains (LFS); LFS is a contractor with CRSP and the US Department of State to resettle URM Program youth in Colorado. In 2016 CDHS identified that the URM Program would be better served through an intergovernmental agreement between CRSP and DHS. The purpose of this intergovernmental agreement is to bring the URM Program closer in alignment with domestic foster care practices in which counties bill CHDS for child welfare services through the Title IV-E and IV-B Child Welfare Block Grant funds. The change is supported by federal rule and is believed to result in better outcomes and services for the URM Program youth.

**B. Budget Overview**

There are two different types of costs in the budget as defined by the Office of Refugee Resettlement (ORR), ORR 1 Report found on ORR's website ([https://www.acf.hhs.gov/sites/default/files/orr/orr\\_1\\_instructions\\_and\\_justification.pdf](https://www.acf.hhs.gov/sites/default/files/orr/orr_1_instructions_and_justification.pdf)).

Services costs consist of caseworker salaries, casework supervision, retention and recruitment activities fringe benefits, mileage, phones, and interpretation. Pending prior and formal written approval by CDHS, services may include payments to facilitate family reunification in alignment with Volume 7.303 and reimbursement for foster care and residential placements depending on specific case needs. ***No costs associated with family reunification and/or foster care and residential payments will be reimbursed without prior written authorization.***

Administrative costs include indirect costs paid to DHS for the purpose of providing administrative functions such as finance activities and non-casework supervision.

**C. Budget Narrative and Required Documentation for Payment**

DHS shall bill for services as outlined by this narrative. All payments are based on cost reimbursement principles and must be supported by actual documentation.

**EXHIBIT D PART 2: BUDGET NARRATIVE**  
**City and County of Denver Human Services**  
**URM Program**

**1. Placement Payments:**

**a. Method of reimbursement: Cost Reimbursement**

The purpose of including provider payments in the Intergovernmental Agreement are 1) to provide DHS the ability to place URM Program eligible youth in DHS's custody through a Dependency and Neglect Order and 2) to make placement changes when it is in the best interest of the URM Program children or youth and when foster placements recruited and training by LFS are not readily available or do not meet the best interests of the URM Program. ***Both these situations which would incur these costs and the costs themselves must be pre-approved in writing by the State Refugee Coordinator.***

**b. Congregate Care Daily Rate:**

These costs occur when URM Program child or youth is placed in higher levels of care such as, but not limited to, treatment foster homes, group homes, group centers, and Residential Care Facilities. While in care the youth in these places are exempt from reimbursement limits set by the Families First Services Prevention Act.

The Congregate Care Daily Rate also applies to payments made to placements after the date of assurance by The Office of Refugee Resettlement to "hold the space" for youth are approved to arrive. DHS should work proactively with providers to coordinate with ORR to 1) negotiate a lower rate to "hold the space" and 2) prioritize the travel dates for arriving youth to reduce costs to the program. The overall cost will be monitored no less than annually to ensure an appropriate use of funds.

**Child Maintenance Subcontracts.** Both the situation which would incur these costs and the costs themselves must be pre-approved in writing by the State Refugee Coordinator.

It should be noted that in domestic foster care cases, Medicaid covers treatment costs during all levels of Residential Treatment, school districts are responsible for excess educational costs, and counties cover the cost of room and board during the residential stay. To maintain parity in the URM Program school districts shall be billed for any excess educational costs, and Medicaid shall be billed for the treatment portion of care.

The following Residential Treatment options are available in the continuum of care:

- Residential Child Care Facility (RCCF)
- Psychiatric Residential Treatment Facility (PRTF)
- Qualified Residential Treatment Program (QRTP)

**c. Foster Care Provider Rate:**

Based on Colorado's Volume 7.418.1, Child Maintenance costs include payments made to foster parents, costs of activities incurred by foster parents, clothing, school supplies, respite, and other items related to raising children.

**d. Required Back-up Documentation:**

In order to be reimbursed DHS shall include budget vs. actual excel spreadsheet with each invoice which

**EXHIBIT D PART 2: BUDGET NARRATIVE**  
**City and County of Denver Human Services**  
**URM Program**

details expenses for each line item. When requested, DHS shall submit back-up source documentation such as an invoice or receipt and its source documentation such as county personnel timesheets.

If costs for one type of placement exceed the amounts estimated on this budget, DHS may combine Placement Costs in lines for congregate care and foster care payments.

**2. URM+ Program Costs**

*a. Method of reimbursement: Cost Reimbursement*

*b. Summary and Context:*

URM+ services are defined as costs that either are 1) normally paid by individual human services departments using a combination of federal, state, and local funding; or are 2) costs associated with the URM program that would not normally be covered under a county's human services.

*c. Placement Stabilization:*

Also known as "Core Service funds", the purpose of these funds are to reunify or stabilize placements for URM youth with family or kin for the purposes of creating permanent relationships. Under ORR's guidelines, Core Service costs are defined as "Services."

*d. Respite Care:*

The purpose of these funds is to provide additional funding should the foster placement need an extended respite stay in order to preserve and hold the placement. Respite (45 CFR 1357.10): Respite is part of family preservation services to provide temporary relief for parents and other caregivers (including foster parents). The URM Program provides two types of respite. First, a respite daily rate provided to foster parents for respite as consistent with county foster care practices; second, a high needs respite amount available to foster parents who need extended respite as requested.

*e. Family Reunification Funds:*

The purpose of these funds is to provide travel expenses to URM Program staff to conduct home studies and accompany URM Program youth for the purpose of family reunification.

*f. Clothing Allowance:*

\$500 can be reimbursed to foster parents or youth in Semi-Independent Living Arrangements once per year for clothing or other supplies.

*g. Language and Interpretation:*

This is used to pay for interpretation as needed for URM youth such as orientation, team decision making meetings, creation of family services plans, home visits, and conflict resolution between foster parents and youth in care. This includes translation fees for translation of documents as necessitated by the Contractor's Limited English Proficiency Plan (LEP) of essential foster care documents such as child bill of rights, grievance procedures, and etc. for orientation activities.

**3. URM Program Supports**

**EXHIBIT D PART 2: BUDGET NARRATIVE**  
**City and County of Denver Human Services**  
**URM Program**

- a. *Method of reimbursement:* **Cost Reimbursement**
- b. *Summary and Context:*

URM program staff require specialized training and support. The purpose of these funds is to provide staff and subcontractors opportunities to engage in specialized training, conference travel, travel to other URM sites, and other training and professional development supports.

**4. City and County of Denver Caseworker and Casework Supervisor Costs:**

- a. *Method of reimbursement:* **Cost Reimbursement**

DHS voluntarily agrees to place URM Program youth into the custody of the county for reimbursement of staff service and administrative costs. DHS budgets are submitted to CRSP on an annual basis at the request of CRSP. Budgets include caseworkers, caseworker supervision, transportation costs, limited interpretation costs, cell phones, and administration costs belonging to the ORR Administrative and ORR Services lines.

*Required Back-up Documentation:* In order to be reimbursed DHS shall include budget vs actual excel spreadsheet with each invoice which details expenses for each line item. The budget vs actual excel spreadsheet is created by CDHS and subject to change; DHS shall use the most current version of the template. When requested, DHS shall submit back-up source documentation such as an invoice or receipt and its source documentation such as county personnel timesheets.

Costs included in this section include county caseworker costs, supervision costs, benefits, mileage, and cellphones. Also included in these costs are staff costs and/or materials used by staff in the placement, contracts, and recruitment departments for the purposes of placing URM youth in DHS custody.

## EXHIBIT E - Supplemental Provisions for Federal Awards

This Contract has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions for Federal Awards, the Special Provisions, the Contract or any attachments or exhibits incorporated into and made a part of the Contract, the Supplemental Provisions for Federal Awards shall control. In the event of a conflict between the Supplemental Provisions for Federal Awards and the FFATA Supplemental Provisions (if any), the FFATA Supplemental Provisions shall control.

## 1) Federal Award Identification

- i. Contractor: City & County of Denver, Department of Human Services;
- ii. Contractor DUNS number: 034178124;
- iii. The Federal Award Identification Number (FAIN) is 2101CORCMA ;
- iv. The Federal award date is 10/1/2020;
- v. The subaward period of performance start date is 10/1/2021 and end date is 9/30/2022;
- vi. Federal Funds:

Contract or Fiscal Year	Amount of Federal funds obligated by this Contract	Total amount of Federal funds obligated to the Contractor	Total amount of the Federal award
FFY22	\$6,502,560 *subject to a Pooled GAE shared amongst Contractors	\$6,502,560 *subject to a Pooled GAE shared amongst Contractors	\$6,502,560 *subject to a Pooled GAE shared amongst Contractors

- vii. Federal award project description: The Cash and Medical Assistance (CMA) award funds the Unaccompanied Refugee Minor Program, State Administration, Refugee Cash Assistance and Refugee Medical Screening and Administration ;
  - viii. The name of the Federal awarding agency is Department of Health and Human Services Administration for Children and Families ; the name of the pass-through entity is the State of Colorado, Department of Human Services (CDHS); and the contact information for the awarding official is Nicklaus Lesley, Grant and Program Manager, Colorado Refugee Services Program, 1575 Sherman Street, Denver, CO 80203, nicklaus.lesley@state.co.us;
  - ix. The Catalog of Federal Domestic Assistance (CFDA) number is 93.566 , name is Refugee Cash and Medical Assistance Program , and dollar amount is \$6,502,560 ;
  - x. This award is not for research & development;
  - xi. The indirect cost rate for the Federal award (including if the de minimis rate is charged per 2 CFR §200.414 Indirect (F&A) costs) is pre-determined based upon the State of Colorado and CDHS cost allocation plan.
- 2) All requirements imposed by CDHS on Contractor so that the Federal award is used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award, are stated in Exhibit A (Statement of Work) and Exhibit B Policies .
  - 3) Any additional requirements that CDHS imposes on Contractor in order for CDHS to meet its own responsibility to the Federal awarding agency, including identification of any required financial and performance reports, are stated in Exhibit A (Statement of Work) and Exhibit B Policies .
  - 4) The approved federally recognized indirect cost rate negotiated between Contractor and the Federal government or, if no such rate exists, either a rate negotiated between CDHS and Contractor (in compliance with this Part), or a de minimis indirect cost rate as defined in 2 CFR §200.414 Indirect (F&A) costs, paragraph (b) of this Part, is de minimis 10%.
  - 5) Contractor must permit CDHS and auditors to have access to Contractor's records and financial statements as necessary for CDHS to meet the requirements of 2 CFR §200.331 Requirements for pass-through entities, §§ 200.300 Statutory and National Policy Requirements through §200.309 Period of performance, and Subpart F—Audit Requirements of this Part.

- 6) The appropriate terms and conditions concerning closeout of the subaward are listed in Section 16 of this Exhibit and Exhibit A (Statement of Work) and Exhibit B Policies .
- 7) **Performance and Final Status.** Contractor shall submit all financial, performance, and other reports to CDHS no later than Exhibit A (Statement of Work) and Exhibit B Policies calendar days after the period of performance end date or sooner termination of this Contract containing an evaluation and review of Contractor's performance and the final status of Contractor's obligations hereunder.

**8) Matching Funds**

If a box below is checked, the accompanying provision applies.

- i.  Contractor is not required to provide matching funds.
- ii.  Contractor shall provide matching funds as stated in insert reference to exhibit that contains match information. Contractor shall have raised the full amount of matching funds prior to the Effective Date and shall report to CDHS regarding the status of such funds upon request. Contractor's obligation to pay all or any part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Contract by the authorized representatives of the Contractor and paid into the Contractor's treasury or bank account. Contractor represents to CDHS that the amount designated as matching funds has been legally appropriated for the purposes of this Contract by its authorized representatives and paid into its treasury or bank account. Contractor does not by this Contract irrevocably pledge present cash reserves for payments in future fiscal years, and this Contract is not intended to create a multiple-fiscal year debt of the Contractor. Contractor shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Contractor's laws or policies.
- 9) **Record Retention Period.** The record retention period previously stated in this Contract is replaced with the record retention period prescribed in 2 CFR §200.333.
- 10) **Single Audit Requirements.** If Contractor expends \$750,000 or more in Federal Awards during Contractor's fiscal year, Contractor shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- i. Election. Contractor shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Contractor may elect to have a program-specific audit if Contractor expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of CDHS. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from CDHS and CDHS approves in advance a program-specific audit.
- ii. Exemption. If Contractor expends less than \$750,000 in Federal Awards during its fiscal year, Contractor shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- iii. Contractor Compliance Responsibility. Contractor shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Contractor shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by 2 CFR Part F-Audit Requirements.
- 11) **Contract Provisions.** Contractor shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Contract:

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

“During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or



vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- ii. 4.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- iii. Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- iv. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- v. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- vi. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- 12) **Compliance.** Contractor shall comply with all applicable provisions of The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to these Supplemental Provisions for Federal Awards. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. CDHS may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 13) **Procurement Procedures.** Contractor shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 14) **Certifications.** Unless prohibited by Federal statutes or regulations, CDHS may require Contractor to submit certifications and representations required by Federal statutes or regulations on an annual basis (2 CFR §200.208). Submission may be required more frequently if Contractor fails to meet a requirement of the Federal award. Contractor shall certify in writing to CDHS at the end of the Contract that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(b)(3). If the required level of activity or effort was not carried out, the amount of the Contract must be adjusted.
- 15) **Event of Default.** Failure to comply with the Uniform Guidance or these Supplemental Provisions for Federal Awards shall constitute an event of default under the Contract pursuant to 2 CFR §200.339 and CDHS may terminate the Contract in accordance with the termination provisions in the Contract.
- 16) **Close Out.** Contractor shall close out this Contract within 90 days after the End Date. Contract close out entails submission to CDHS by Contractor of all documentation defined as a deliverable in this Contract, and Contractor's final reimbursement request. CDHS shall withhold 5% of the allowable costs until all final project documentation has been submitted and accepted by State as substantially complete. If the project has not been closed by the Federal awarding agency within 1 year and 90 days after the End Date due to Contractor's failure to submit required documentation that CDHS has requested from Contractor, then Contractor may be prohibited from applying for new Federal awards through the State until such documentation has been submitted and accepted.
- 17) **Erroneous Payments.** The closeout of a Federal award does not affect the right of the Federal awarding agency or CDHS to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the record retention period.

EXHIBIT END



## EXHIBIT F- HIPAA BUSINESS ASSOCIATE AGREEMENT

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

### 1. PURPOSE

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

### 2. DEFINITIONS

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

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

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

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



### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Permitted Uses and Disclosures.

- i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.
- i. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.
- ii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:
  - A. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;
  - B. the person notifies Business Associate of any Breach involving PHI of which it is aware.
- iii. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

d. Minimum Necessary. Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

e. Impermissible Uses and Disclosures.

- i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.
- ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

f. Business Associate's Subcontractors.

- i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of



- Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.
- ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.
  - iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.
- g. Access to System. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at <http://oit.state.co.us/about/policies>.
- h. Access to PHI. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.
- i. Amendment of PHI.
- i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.
  - ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.
- j. Accounting Rights. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.
- k. Restrictions and Confidential Communications.
- i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:
    - A. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or
    - B. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.
  - ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.



- iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.
- l. Governmental Access to Records. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.
- m. Audit, Inspection and Enforcement.
  - i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.
  - ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.
- n. Appropriate Safeguards.
  - i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.
  - ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.
  - iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.
  - iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.
- o. Safeguard During Transmission.
  - i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.



- ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.
  
- p. Reporting of Improper Use or Disclosure and Notification of Breach.
  - i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.
  - ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.
  - iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.
  - iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.
  
- q. Business Associate's Insurance and Notification Costs.
  - i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:
    - A. loss of PHI data;
    - B. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and
    - C. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.
  - ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).
  - iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.



- iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.
  
- r. Subcontractors and Breaches.
  - i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.
  - ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.
  
- s. Data Ownership.
  - i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.
  - ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.
  
- t. Retention of PHI. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

#### 4. OBLIGATIONS OF COVERED ENTITY

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





- ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

## 5. TERMINATION

### b. Breach.

- i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.
- ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

### u. Effect of Termination.

- i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.
- ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.
- iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

## 6. INJUNCTIVE RELIEF

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

## 7. LIMITATION OF LIABILITY

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



## 8. DISCLAIMER

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

## 9. CERTIFICATION

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

## 10. AMENDMENT

- a. Amendment to Comply with Law. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.
  - i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.
  - ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.
  - i. iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.
  - ii. iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:
    - A. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or
    - B. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient,



in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

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

## 11. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

## 12. INTERPRETATION AND ORDER OF PRECEDENCE

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

## 13. SURVIVAL

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



**COLORADO**

**Financial Services**

Department of Human Services

Division of Contracts and Procurement

## APPENDIX TO HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix (“Appendix”) to the HIPAA Business Associate Agreement (“Agreement”) is an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to “Contract” or “Agreement” shall include this Appendix.

### 1. PURPOSE

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

### 2. ADDITIONAL TERMS

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