

**Certification and Supplemental Conditions to Contract for Services - Conformance with Worker Without Authorization – CRS §8-17.5-101 & §24-76.5-101**

**Purpose.** During the 2021 Colorado legislative session, the legislature passed House Bill 21-1075 that amended current CRS §8-17.5-102 (1), (2)(a), (2)(b) introductory portion, and (2)(b)(III) as it relates to the employment of and contracting with a “worker without authorization” which is defined as an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States. As amended, the current law prohibits all state agencies and political subdivisions, including the Owner, from knowingly hiring a worker without authorization to perform work under a contract, or to knowingly contract with a Consultant who knowingly hires with a worker without authorization to perform work under the contract. The law also requires that all contracts for services include certain specific language as set forth in the statutes. The following terms and conditions have been designed to comply with the requirements of this new law.

**Definitions.** The following terms are defined by this reference are incorporated herein and in any contract for services entered into with the Owner.

.1 "E-verify program" means the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is jointly administered by the United States Department of Homeland Security and the social security Administration, or its successor program.

.2 "Department program" means the employment verification program established pursuant to Section 8-17.5-102(5)(c).

.3 "Public Contract for Services" means this Agreement.

.4 "Services" means the furnishing of labor, time, or effort by a Consultant or a subconsultant not involving the delivery of a specific end product other than reports that are merely incidental to the required performance.

.5 “Worker without authorization” means an individual who is unable to provide evidence that the individual is authorized by the federal government to work in the United States

By signing this document, Consultant certifies and represents that at this time:

1. Consultant shall confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services; and
2. Consultant has participated or attempted to participate in either the e-verify program or the department program in order to verify that new employees are not workers without authorization.

Consultant hereby confirms that:

1. Consultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
2. Consultant shall not enter into a contract with a subconsultant that fails to certify to the Consultant that the subconsultant shall not knowingly employ or contract with a worker without authorization to perform work under the Public Contract for Services.
3. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program.
4. Consultant shall not use either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while the Public Contract for Services is being performed.

If Consultant obtains actual knowledge that a subconsultant performing work under the Public Contract for Services knowingly employs or contracts with a worker without authorization, Consultant shall:

1. Notify such subconsultant and the Owner within three days that Consultant has actual knowledge that the subconsultant is employing or subcontracting with a worker without authorization: and
2. Terminate the subcontract with the subconsultant if within three days of receiving the notice required pursuant to this section the subconsultant does not stop employing or contracting with the worker without authorization; except that Consultant shall not terminate the Public Contract for Services with the subconsultant if during such three days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with a worker without authorization.

Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

If Consultant violates any provision of the Public Contract for Services pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Owner may terminate this Agreement. If this Agreement is so terminated, Consultant shall be liable for actual damages to the Owner arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S.

It is agreed that neither this agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

If any of the provisions of this agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

Public Contract for Services: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_