

COLORADO JUDICIAL DEPARTMENT
AGREEMENT FOR SERVICES
BY INDEPENDENT CONTRACTOR

1. PARTIES. This Agreement is entered into by and between the COLORADO JUDICIAL DEPARTMENT (“Department”), by and through the OFFICE OF THE STATE COURT ADMINISTRATOR, located at 1300 Broadway, Suite 1200, Denver, CO 80203, and [CONTRACTOR NAME] (“Contractor”), an independent contractor doing business as a [STATE OF INCORPORATION, if corporate entity] [e.g. Corporation; Partnership; Non-Profit; Individual; Sole Proprietor] principally located at [ADDRESS]. Department and Contractor may individually be referred to as “Party” or collectively as “Parties.” In consideration of their mutual promises and for their mutual benefit, the Parties agree as follows:
2. BACKGROUND AND PURPOSE. [Briefly describe the Agreement’s purpose]
3. AUTHORITY. The Department has issued [Solicitation Document and Number] in accordance with the Department’s current procurement procedures. The Department has determined in its sole discretion that Contractor is a successful bidder in response to the [Solicitation Document] and pursuant thereto has awarded Contractor the opportunity to provide the herein described services for a period not to exceed five years.

[Grant Funded Addition]: The Parties acknowledge that funds to pay for the work of Contractor under this Agreement will be provided to the Department under [ADD US FEDERAL AGENCY] grant number [ENTER GRANT NUMBER]. As required by said award, Contractor agrees to comply with the Federal Terms and Conditions set forth in **Exhibit [x]**; and

4. EFFECTIVE DATE. This Agreement shall not be valid or enforceable until it is fully executed by both Parties (the “Effective Date”). The Department shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay Contractor for any work performed or expense incurred before the Effective Date.
5. TERM OF THE AGREEMENT.
 - A. Initial Term; Work Commencement. The Parties’ respective performances under this Agreement shall commence on the Effective Date and shall terminate on [Month Day, Year] (“Initial Term”) unless sooner terminated in accordance with the terms of this Agreement. After the Initial Term, this Agreement shall automatically renew for additional one-year periods (each a “Renewal Term”) unless either Party, in its discretion, notifies the other Party of an intent to terminate, in advance and in writing, 60 days or more before the end of the term then in effect. This Agreement shall not exceed a total of five years from the Effective Date, inclusive of the Initial Term and any Renewal Terms. In the event the Initial Start Date listed on the cover page of this Agreement is before this Agreement’s Effective Date, the Parties hereby ratify the actions of the Parties made in accordance with the terms of this Agreement during the period from the Initial Start Date through the Effective Date.
 - A. End of Term Extension. In the event this Agreement approaches the end of its Term, the Department, at its discretion, upon written notice to Contractor as provided in Paragraph 35, may unilaterally extend the Term for a period not to exceed three months (an “End of Term Extension”). The provisions of this Agreement 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 Agreement.
 - B. Survival of Certain Terms. Any provision of this Agreement that imposes an obligation after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement.

6. SCOPE OF WORK. Contractor shall perform the services as described in this Agreement and in accordance with the provisions of **Exhibit A** and the terms and conditions of this Agreement. The Department shall have no liability to compensate Contractor in connection with any services performed outside the scope of **Exhibit A**.
7. FEE AND PAYMENT.
 - A. Fee. The Department shall compensate Contractor for services performed under this Agreement. The Department shall pay the Contractor in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Department does not pay for services that are not rendered, or for which Department has not explicitly ordered under this Agreement. The pricing in **Exhibit B** shall be firm and not subject to change during the period of one year from the Effective Date. No more than once during each subsequent year of the Term, the Parties may modify the rates for services contained in **Exhibit B** upon mutual written agreement.
 - B. Not a Wage or Salary. It is specifically agreed that the fees paid under this Agreement are neither salary nor hourly wage, and any computation of fees based on performance time is for convenience of the Parties in determining value of service and not as salary or hourly wage.
 - C. Method of Payment. Contractor shall initiate payment requests by submitting invoices to the Department representative, identified in paragraph 35, in accordance with the schedule set forth in Exhibit B. Department's standard payment procedures are net 45 days following Department's receipt of a fully complete and correct invoice. The invoice must be approved by the Department and must correctly identify the services Contractor performed under this Agreement along with the dates of performance. If Department determines that the invoice is not correct, then Contractor shall make all changes necessary to correct that invoice. The Department's acceptance of an invoice does not constitute acceptance of services performed under this Agreement. Department may require that payment occur through electronic funds transfer ("EFT"). Department may require Contractor to utilize Department's electronic vouchering/invoicing system.
 - D. Disputes. If the Contractor disputes any calculation, determination or amount of any payment, the Contractor shall notify the Department of its dispute within thirty days following the Contractor's receipt of the payment or notification of the determination or calculation of the payment by the Department, as appropriate. The Department will review the information presented by the Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the Department's review shall be final. No payment that is subject to a dispute under this subsection shall be due until after the Department has concluded its review.
 - E. Erroneous Payments. The Department may recover, at the Department's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor. The Department may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the Department and Contractor, or by any other appropriate method for collecting debt.
8. STATUS AS INDEPENDENT CONTRACTOR. This Agreement does not constitute a hiring by either Party. It is the Parties' intention that Contractor shall be an independent contractor and not Department's employee for all purposes, including, but not limited to, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees' Retirement Association. Accordingly, no federal, state or local income tax or payroll tax of any kind, and no retirement contribution shall be withheld or paid by Department on behalf of Contractor or the employees of Contractor, if any.

9. PERFORMANCE SPECIFICATIONS. Department shall not exercise control over Contractor by overseeing the actual work or instructing Contractor as to how the work will be performed; however the Parties agree that Contractor shall perform the services in accordance with recognized industry standards of care, skill and diligence for the type of services to be performed.
10. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS. Contractor shall secure and maintain at all times during the term of this Agreement, at its sole expense, all licenses, permits, and other authorizations required by federal, state, and local laws and regulations to perform its obligations under this Agreement. In the event Contractor's license, permit, or other authorization necessary for the performance of this Agreement is under any suspension, probation, revocation, or termination by the relevant authority, Department may, in its sole discretion, discontinue, suspend, or terminate this Agreement without penalty or cost to Department.
11. TRAINING. Department shall provide no training to Contractor, inasmuch as Contractor already possesses the skills needed to perform the work required under this Agreement.
12. CRIMINAL HISTORY CHECK.
 - A. Contractor, at its expense, must complete a criminal history check ("CHC"), which meets or exceeds the Department's CHC standards, on all employees, subcontractor employees, and agents who provide direct services to the Department under this Agreement, prior to any such individual performing services under this Agreement. Department's CHC Policy and Standards may be found here <https://www.coloradojudicial.gov/financial-services/vendor-resources>. Only after an individual successfully passes a criminal history check is he/she/they deemed a "Qualified Individual" and may perform services under this Agreement. Contractor shall designate its employees and agents deemed to be Qualified Individuals in Department's Contract Management System before the individual provides any services under this Agreement. Forum CHC Instructions may be found at <https://www.coloradojudicial.gov/financial-services/forum> under the "Registering and Onboarding in Forum" tab. Department requires no verification or criminal history information on Contractor's other employees, subcontractors, and agents that provide no direct services under this Agreement.
 - B. Contractor may select either of the following to conduct required CHCs: 1) Contractor's own commercially reasonable background check provider that meets Department's qualification standards, or 2) Department's affiliated CHC Provider, which may be found here <http://cojudicialcompliance.com/>.
 - C. Contractor shall use Department's CHC process, if applicable, only to determine whether the individual may perform services under this Agreement. Department's CHC Standards, and this process generally, are not intended to be used for any other purpose, including, but not limited to, Contractor's employee selection, hiring, or retention decisions.
 - D. Contractor shall be responsible for querying any individual who is the subject of a CHC on the National Sex Offender Public Website prior to the final determination of suitability. The National Sex Offender Public Website can be found at the following link: <https://www.nsopw.gov/>.
 - a. In accordance with the Department's CHC Standards, if an individual is currently on the sex offender registry, the individual shall be deemed "Not-Suitable" and cannot provide services to the Department under a Judicial Contract.
 - b. If an individual was found "Not-Suitable" but can provide proof to the Department of deregistration, the determination may be changed to "Suitable" so long as the underlying charge itself is not disqualifying according to the Department CHC Standards.
 - E. Any individual that has not passed, cannot pass, or fails a CHC is deemed a "Not-Suitable Individual", who cannot provide services to the Department unless a successful appeal is made.

The CHC appeal process is explained in Department's CHC Policy and Standards linked above. Not-Suitable Individuals may not perform any services during pendency of appeal. Contractor shall immediately remove an individual from providing services under this Agreement if he/she/they become "Not-Suitable" due to a conviction during the course of providing services to the Department.

- F. At a minimum of every three years, Contractor shall re-check CHCs on each employee, subcontractor, and agent that provides services to the Department. Contractor is required to maintain a policy that requires any employee or Subcontractor providing services under this Agreement to self-report any criminal conviction, arrest, open or pending criminal case, known want or warrant, deferred judgement, or probation status, to the Contractor during the term of this Agreement.
 - G. In addition to the requirements above, Contractor shall immediately report the following to the Department representative:
 - a. An individual to which the CHC requirements apply and previously determined to be "Suitable" has become "Not-suitable" due to a recent conviction;
 - b. An individual to which the CHC requirements apply has been found to be on probation, whether supervised or unsupervised.
 - H. Department reserves the right, but is not required, to conduct a separate CHC on any individuals that perform or will perform services for the Department. The Department may periodically audit Contractor's compliance with this Paragraph 12. Contractor agrees that it will participate in the audit process, which may include but not be limited to, the execution of consent authorization forms to run additional background checks. A material failure by Contractor to conduct CHCs as specified here or Contractor's utilization of a known Not-Suitable Individual for services under this Agreement may result in termination of this Agreement, at Department's sole discretion.
13. PERA STATUS. At all times during the term of this Agreement, Contractor shall have a duty to notify the Department of the existence of any person, including Contractor himself/herself if doing business as an individual or sole proprietor, who is providing services to the Department under this Agreement who is a service retiree from the Public Employees' Retirement Association (PERA) of Colorado, and who is also an owner or operator, or is related to an owner or operator, of the Contractor business entity. If the retiree has in the past worked as a government employee in a position covered by PERA, but will not be receiving retirement benefits from PERA during the term of this Agreement, Contractor shall also notify the Department in the event the retiree's status changes to that of PERA benefit recipient during the term of this Agreement. If the retiree is currently receiving retirement benefits from PERA, Contractor understands and agrees, and shall also notify said retiree, that in the event the retiree experiences any reduction or loss of PERA retirement benefits due to work under this Agreement, the Department shall not be liable for reimbursement of any such reduction or loss.
14. INCOME TAXES. Contractor understands and agrees that Contractor is responsible to pay, according to law, Contractor's federal, state and local income taxes. If Contractor is not a corporation, Contractor further understands and agrees to pay any self-employment (social security) tax that may be required by law.
15. UNEMPLOYMENT COMPENSATION. Contractor shall not be entitled to unemployment insurance benefits for work performed under this Agreement, unless unemployment compensation coverage is provided by Contractor or by some entity other than Department.
16. WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Department concerning Contractor or the employees of Contractor, if any. Contractor shall comply with workers' compensation law concerning Contractor and the employees of Contractor, if any.

17. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independent business, Contractor is not eligible for, and shall not participate in, any employer pension, health, or other fringe benefit plan of the Department.
18. VENDOR OFFSET. Pursuant to Section 24-30-202.4, as amended, C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, as amended, C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) any other unpaid debts owing to the State of any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the Controller.
19. INSURANCE REQUIREMENTS.
- A. 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 Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with a current AM Best Financial Strength Rating of A- (Excellent) or better and authorized to do business in the State of Colorado. Failure to obtain and maintain the required insurance may result in termination of this Agreement.
- (i) Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.
- (ii) Commercial General Liability Insurance written on an ISO occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any one fire.
- If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Department a certificate or other document satisfactory to the Department showing compliance with this provision.
- (iii) Automobile Liability Insurance covering any motor vehicle that will be used in performance of this Agreement (including owned, hired and non-owned automobiles) with a minimum limit of \$1,000,000 each accident combined single limit.
- (iv) Professional Liability Insurance with an aggregate limit of at least \$1,000,000, covering any damages caused by an error, omission or any negligent act in the event Contractor provides professional services under this Agreement, which require specialized knowledge and intellectual skill and usually requiring a license, certification, or registration. For policies written on a claims-made basis, the policy shall include an endorsement, certificate or other evidence that coverage extends two years beyond the performance period of the Agreement. The insurance policy shall not contain a sexual misconduct exclusion.
- B. The State of Colorado shall be named as additional insured on the Commercial General Liability and Automobile Liability policies. Coverage required by this Agreement shall be primary and

noncontributory over any insurance or self-insurance program carried by the State of Colorado. Coverage required by this Agreement shall not be subject to any self-insured retention or self-insured program by Contractor or any named insured.

- C. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Contractor, and Contractor shall notify the Department Representative by email with read receipt requested or by certified mail of any such imminent cancellation or non-renewal within seven days after Contractor's receipt of such notice.
 - D. Contractor shall require all insurance policies in any way related to this Agreement and secured and maintained by Contractor to include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
 - E. Contractor shall provide certificates showing insurance coverage required by this Agreement to the Department within seven business days of the Effective Date of this Agreement, if not previously provided, but in no event later than the commencement of the services or delivery of the goods under this Agreement. No later than 15 days prior to the expiration date of any such coverage, Contractor shall upload into the CMS in the "Documents & Certs" section in the "Company Profile" certificates of insurance evidencing renewals thereof. At any time during the term of this Agreement, the Department may request in writing, and Contractor shall thereupon within 10 days supply to the Department, evidence satisfactory to the Department of compliance with the provisions of this section, including but not limited to complete copies of the policies and all endorsements.
20. CONFIDENTIALITY. In the event that Contractor obtains access to any records or files of the Department in connection with this Agreement, or in connection with the performance of its obligations under this Agreement, Contractor shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the Department. Contractor shall notify its employees and agents, if any, that they are subject to the confidentiality requirements as set forth above, and shall provide each employee or agent with a written explanation of the confidentiality requirements before the employee or agent is permitted access to confidential data.
21. COPYRIGHT/OWNERSHIP OF MATERIALS. By virtue of the compensation paid by the Department for services rendered by the Contractor and its employees or agents under this Agreement, Contractor acknowledges that adequate compensation will have been paid for any data, materials, or work products produced or created by the Contractor as a result of this Agreement. Contractor grants to the Department all right, title and interest in and to all such data, materials, or work products. Further, all copyrights, patents and royalties, if any, arising from the distribution of such data, materials or work products shall become the property of the Department or its assigns. To the extent required by the Department, Contractor shall place a notice of the Department's copyright on any or all materials produced under this Agreement.
22. PUBLICITY RELEASES. Contractor agrees not to refer to this Agreement or the services provided pursuant to this Agreement in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the Department.
23. COMPLIANCE WITH LAW. The Parties shall comply with the letter and spirit of all applicable federal, state and local laws and regulations related to performance under this Agreement, including but not limited to the Colorado Antidiscrimination Act of 1957, as amended, (Section 24-34-401 *et seq.*, C.R.S.) and other applicable law respecting discrimination and unfair employment practices. Contractor shall adhere to the Department's Chief Justice Directive 08-06, Anti-Harassment and Anti-

Discrimination Policy, which can be accessed at: <https://www.coloradojudicial.gov/supreme-court/chief-justice-directives?topic=78&wrapped=true>

24. CHOICE OF LAW; VENUE. The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Colorado, and any claim arising out of or relating to this Agreement or breach thereof shall be brought exclusively in the state courts of Colorado.
25. INDEMNIFICATION. To the maximum extent allowable by law, Contractor shall indemnify, save and hold harmless the Department, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.
26. 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 Agreement or may affect Contractor's ability to perform its obligations under this Agreement, Contractor shall, within ten days after being served, notify the Department of such action and deliver copies of such pleading or document to the Department's principal representative.
27. TAX EXEMPTION. The Department is exempt from the payment of federal, state, and/or local government tax assessments. Contractor shall collect no tax from the Department, and the Department shall have no liability to Contractor for such taxes regardless of whether any political subdivision of the state imposes such taxes on the Contractor.
28. SEVERABILITY. If any part of this Agreement shall be held unenforceable, the rest of this Agreement will nevertheless remain in full force and effect provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
29. NON-WAIVER. The failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
30. ENTIRE AGREEMENT; MODIFICATIONS. This Agreement, including all exhibits and attachments, is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless contained in this writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed by both Parties to this Agreement.
31. ORDER OF PRECEDENCE. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following descending order of priority:
 - A. [Exhibit x, Federal Terms and Conditions, incorporated herein]
 - B. The provisions of the main body of this Agreement.
 - C. Exhibit A, Scope of Work.
 - D. Exhibit B, Pricing, Payment & Compensation Schedule.
32. ASSIGNMENT; SUBCONTRACTING. Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the Department. Any attempt at transfer, assignment, or subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by the Department are subject to all of the provisions of this Agreement. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance.

33. THIRD PARTY BENEFICIARIES. Except for the Parties' respective successors and assigns described in Paragraph 32, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits under this Agreement be deemed an incidental beneficiary only and shall have no right to enforce any obligation under this Agreement.

34. TERMINATION

- A. Default. Either Party may terminate this Agreement upon default by the other Party, effective upon receipt of notice or at such other time as may be stated in the notice. "Default" is defined as the failure of a Party to fulfill any of its duties and obligations under this Agreement, resulting in a material breach. The non-defaulting Party may in its discretion permit the other Party a period of up to two weeks to cure the default.
- B. Loss of Funds. Payment to Contractor beyond the current Department Fiscal Year is contingent on the appropriation and continuing availability of funding in any subsequent year. In the event that funding for any activity established by this Agreement is discontinued or decreased by the State of Colorado, or any federal funding source, whether in the current or any subsequent fiscal year, Department may terminate this Agreement or reduce its scope effective immediately upon receipt of notice without penalty.
- C. Public Interest. The Department is entering into this Agreement for the purpose of carrying out the public policy of the Colorado Judicial Branch. If this Agreement ceases to further such public policy, the Department may terminate this Agreement, in whole or in part, for convenience of the Department, when the interests of the Department so require. The Department shall give at least thirty days written notice of such termination, specifying the part of the Agreement terminated and when the termination becomes effective.
- D. Force Majeure. If acts of God or government authorities, natural disasters, or other emergencies beyond a Party's reasonable control make it illegal or impossible for such Party to perform its obligations under this Agreement, such Party may terminate this Agreement upon written notice to the other Party without liability.
- E. Final Payment. In the event of termination for any reason, Contractor shall be compensated for the value of services actually performed prior to the effective date of the termination.

35. PARTY REPRESENTATIVES; NOTICES. The following persons are hereby designated by their respective employers as their representatives for the management of this Agreement:

FOR THE DEPARTMENT

FOR CONTRACTOR

Name:

Name:

Email:

Email:

Either Party may designate a substitute representative by notice to the other Party. Notices required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand with receipt required, by certified or registered mail to such Party's representative at the address set forth above or as an email with read receipt requested to the representative at the email address, if any, set forth above. If a Party delivers a notice to another through email and the email is undeliverable and the Party is not provided with an alternate email contact, then the Party delivering the notice shall deliver it by hand with receipt required or by certified or registered mail to such Party's representative at the address set forth above. Unless otherwise provided in this Agreement, notices shall be effective upon receipt of the written notice.

36. TRANSITION OF SERVICES. Upon request by Department prior to expiration or earlier termination of this Agreement or any services or products provided in this Agreement, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the services and/or products

from Contractor to Department or any replacement provider designated solely by Department without any interruption of or adverse impact on the services and/or products. Contractor shall cooperate fully with Department or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the services and/or products designated by Department. Contractor shall perform all such transition services at no additional cost beyond the compensation for the services and/or products already specified in this Agreement.

37. COUNTERPARTS; ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties. The Parties consent to the use of electronic signatures by either Party. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by the Parties. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
38. SIGNATURE AUTHORITY. By signing this Agreement, the person signing on behalf of Contractor hereby swears and affirms that they are authorized to act on Contractor's behalf and acknowledge that the Department is relying on their representations to that effect.