

# State of Colorado

## Department of Human Services Contract

### Signature and Cover Pages

<p><b>CMS #:</b> 27 IHGA 205670</p> <p><b>State Agency</b> Colorado Department of Human Services Office of Economic Security Division of Economic and Workforce Support</p> <p><b>Contract Maximum Amount</b> Initial Term State Fiscal Year 2027            \$104,611.00</p> <p>Extension Terms None</p> <p>Maximum Amount for All Fiscal Years                        \$104,611.00</p> <p><b>Pricing/Funding</b> Price Structure: <b>Fixed Price</b> Contractor shall invoice: <b>Monthly</b> Fund Source: CFMS</p>	<p><b>eClearance#:</b> 2607354</p> <p><b>Contractor</b> Douglas County</p> <p>Contractor’s State of Incorporation: Colorado</p> <p><b>Contract Performance Beginning Date</b> The later of the Effective Date or July 1, 2026</p> <p><b>Initial Contract Expiration Date</b> June 30, 2027</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 Years from its Performance Beginning Date.</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>
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**Insurance**

Contractor shall maintain the following insurance if indicated with “Yes,” as further described in §10:

- Worker’s Compensation: Yes
- General Liability: Yes
- Automobile Liability: Yes
- Protected Information: No
- Professional Liability Insurance: No
- Cyber/Net. Security-Privacy Liability Insurance: No
- Crime Insurance: No

**State Representative**

Shelley Banker  
 Director  
 Office of Economic Security  
 1575 Sherman St., 5th Floor  
 Denver, CO 80203  
 (303) 866-2054  
 shelley.banker@state.co.us

**Miscellaneous**

Authority to enter into this Contract exists in:  
 C.R.S. § 26-1- 111  
 Law-Specified Vendor Statute (if any): N/A  
 Procurement Method: **Exempt**  
 Solicitation Number (if any): N/A

**Contractor Representative**

Ruby Richards  
 Director  
 Douglas County Department of Human Services  
 4400 Castleton Court  
 Castle Rock, CO 80109  
 (303) 814-5389  
 rarichar@douglas.co.us

**Exhibits**

The following Exhibits are attached and incorporated into this Contract:

- Exhibit A - Statement of Work & Budget
- Exhibit B - Universal Membership Agreement - 16 IHGA 83111
- Exhibit C - Amendment #17 - 27 IHGA 207620
- Exhibit D - UMA Exhibit 1-A

**Contract Purpose**

The State has entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services (“EVS”), for use of The Work Number. This Contract allows the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on income verification from The Work Number.

**Signature Page Begins on Next Page**

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**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.

**Contractor**

Douglas County

\_\_\_\_\_  
By: Ruby Richards, Director  
Douglas Department of Human Services

Date: \_\_\_\_\_

[2nd State or Contractor Signature  
if Needed]

\_\_\_\_\_  
By: [Name & Title of Person Signing for  
Signatory]

Date: \_\_\_\_\_

**State of Colorado**

Jared S. Polis, Governor  
Department of Human Services  
Michelle Barnes, Executive Director

\_\_\_\_\_  
By: Shelley Banker, Director  
Office of Economic Security

Date: \_\_\_\_\_

**Legal Review**

Philip J. Weiser, Attorney General

\_\_\_\_\_  
By: Assistant Attorney General

Date: \_\_\_\_\_

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.

**State Controller**

Robert Jaros, CPA, MBA, JD

\_\_\_\_\_  
By: Telly Belton/Toni  
Williamson/Amanda  
Rios/Nina Douglass

Effective

Date: \_\_\_\_\_

\_\_\_\_\_  
-- 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 §23 "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 of Contract 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 in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays 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, 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. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Contractor’s Work that is intended to be delivered to the State by the Contractor.
- 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. **“End of Term Extension”** means the time period defined in §2.D.
- K. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract.
- L. **“Extension Term”** means the time period defined in §2.C.
- M. **“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.
- N. **“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 Records 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.
- O. **“Information Technology”** means
  - i. Any technology and equipment described in §24-37.5-102(12), C.R.S. and any related Work or Deliverable(s);
  - ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; or



- iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in information technology.
  
- P. **“Initial Term”** means the time period defined in §2.B.
  
- Q. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
  
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by State or federal law.
  
- S. **“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.
  
- T. **“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 and 24-73-101, C.R.S. **“PII”** shall also mean **“Personal Identifying Information”** as set forth in § 24-74-102, et. seq., C.R.S.
  
- U. **“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.
  
- V. **“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, CJ, 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.

- W. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- X. **“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.
- Y. **“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.
- Z. **“Subcontractor”** means any third-parties engaged by Contractor to aid in performance of the Work.
- AA. **“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.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- BB. **“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 §23 “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 three 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 five Business Days following the end of each calendar quarter. Contractor acknowledges that all Quarterly Reports under this Contract are subject to the Colorado False Claims Act, §§24-31-1204, *et seq.*, C.R.S.

#### 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 for this Contract.

**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, including accessing State Records or the State’s Information Technology, 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 Contract. This section shall not apply if the Contract Funds include any federal funds.

- i. Notwithstanding anything to the contrary in this Contract, Contractor shall not access or process Federal Tax Information (“FTI”) or Criminal Justice Information (“CJI”), or the State’s Information Technology that connects to such information, from outside the United States, including accessing or processing by Contractor’s employees, agents, or Subcontractors.

**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 three 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, the federal government, and any duly authorized agent of a governmental entity, 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 two 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, the federal government, and any other duly authorized agent of a governmental agency, 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, as required by law or approved in writing by the State. Contractor shall provide for, and shall require all Subcontractors with access to provide for, the security of all State Records, including State Confidential Information in accordance with all applicable laws, rules, policies, publications and guidelines, including those promulgated by the Governor’s Office of Information Technology. 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 (“FTI”) 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 CJ, and (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, identified on the Cover Page of this Contract.

#### 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 if requested by the State.

#### C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information/State Records in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment for all State Records and that ensures confidentiality of all State Confidential Information. 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 Records, including State Records, including 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 Records/State Confidential Information, Contractor shall provide written notice to the State and warrants it will guarantee the confidentiality of, and cease to use, such State Records/State Confidential Information.

#### D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor 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 Contractor and its Subcontractors are not 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 adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. 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. in addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with federal immigration enforcement. If Contractor is given direct access to any State



databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification described in Section 21 below on an annual basis Contractor's duty and obligation to certify as set forth in Section 21 below shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any subcontractors to perform Services requiring direct access to state databases containing PII, Contractor shall require such subcontractors to execute and deliver the certification to the State on an annual basis, so long as the subcontractor has access to State databases containing PII.

## **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 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 acknowledges that all state employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that state employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this contract.

## 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 one 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 civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a 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.



- 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**

If the Contract involves Information Technology related scope, 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. \$5,000,000 each claim; and
- ii. \$10,000,000 general aggregate. Cyber liability insurance can be limited based on the total number of records being held by the Contractor.
  - a. Less than 1,000,000 records- minimum limit \$1,000,000/\$2,000,000 per claim
  - b. 1,000,001 - 3,000,000 records - minimum limit \$2,000,000/\$4,000,000



per claim

- c. Greater than 3,000,000 records- minimum limit \$5,000,000/\$10,000,000 per claim
- d. These limits grow throughout the life of the Contract. If the number of records grow over time, the minimum insurance limits must also grow.

**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 and noncontributory 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 seven 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 maintains 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 seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven 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 seven 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 seven 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 of Contract

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 immediately 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 the State has made any advance payments to the Contractor for any work that has not been performed by the Contractor and accepted by the State as of the date of termination, Contractor shall return such payments to the State within thirty (30) days. If, after termination by the State, the State agrees that Contractor was not in Breach of Contract 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 of Contract 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. Removal

Demand immediate removal of any of Contractor’s employees, agents, or Subcontractors from the Work whom the State 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.

e. 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 §14, 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 §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., 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**

#### **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.

iii. Assignments and Assistance

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. 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.

B. Exclusive Property of The State

Except to the extent specifically provided elsewhere in this Contract, all State Records, 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 information provided by or on behalf of the State to Contractor are 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. HIPAA Business Associate Agreement (if any).
- ii. Federal Provisions (if any).
- iii. Colorado Special Provisions in §19 of the main body of this Contract.
- iv. Information Technology Provisions Exhibit (if any).
- v. The provisions of the other sections of the main body of this Contract.
- vi. PII Certification (if any)
- vii. 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, including documentation from Colorado’s Secretary of State necessary to demonstrate that Contractor is authorized to do business in the State, 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.

Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

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, hold harmless, and assume liability on behalf of the State, its officers, 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, hold harmless, and assume liability on behalf of 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, hold harmless, and assume liability on behalf of 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 Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

## V. Accessibility

- a. Contractor shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology, pursuant to §24-85-103, C.R.S.
- b. The State may require that the Contractor's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Contractor to review the selection of the third party. Contractor shall be responsible for all costs associated with the third-party vendor's



assessment. If Contractor is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Contractor shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

- c. Accessibility Indemnification: Contractor shall indemnify, save, and hold harmless the state, its officers, employees, agents and assignees for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. State employees are considered third parties for the purposes of this section.

## V. Use of Artificial Intelligence Systems

- A. All capitalized terms in this Section, not otherwise defined in this Agreement, are defined in §§6-01-1701, et seq., C.R.S., the Parties agree to comply with the provisions of §§6-01-1701, et seq., C.R.S., regarding Consumer Protections in Interactions with Artificial Intelligence Systems. These include, but are not limited to:
  - a. Developer duty to avoid algorithmic discrimination, including documentation requirements;
  - b. Deployer duty to avoid algorithmic discrimination including a risk management framework for artificial intelligence; and
  - c. Disclosure of an Artificial Intelligence System to Consumer.
- B. The Parties are obligated to take extra precautions with High-Risk Artificial Intelligence Systems, which are any that, when deployed, make or are a substantial factor in making a Consequential Decision.
  - a. Advance Approval for High-Risk AI Usage. Contractor shall obtain prior written approval from the State before utilizing High Risk Artificial Intelligence technologies in the provision of Services under this contract and purchasing instruments entered into pursuant to this Contract. Contractor shall clearly identify in writing the specific High-Risk Artificial Intelligence technologies to be employed, their intended functions, their potential impact on service delivery, and the benefit to the State.
  - b. High-Risk Artificial Intelligence Systems Training Data Usage. Contractor shall not employ State Confidential Information to train High-Risk Artificial Intelligence Systems without obtaining prior written approval from the State. The intended usage of such data for High-Risk Artificial Intelligence Systems training must align with existing data usage rights, and Contractor shall ensure that data privacy and



security are maintained throughout the process. Specifically, all PII, PHI, FTI, CJI, and PCI data must be managed as specified in the main body of this Contract and in any data management exhibits attached to this Contract. No data used for High-Risk Artificial Intelligence Systems training may be stored outside of the United States without prior written approval of the State.

## X. Other

### i. Compliance with State and Federal Law, Regulations, & Executive

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

## 19. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all contracts except where noted.

### 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), C.R.S., 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. Any provision in the contract limiting contractor's liability shall not apply to any HIPAA Business Associate's liability under this agreement, which shall not be limited.



#### 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. §§4-18-201 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. §§4-30-202(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.

## **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 gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any



other identity.

- 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.

#### H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional



requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

## **21. Third Party Certification for Access to PII Through a Database or Automated Network**

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

If Contractor’s agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

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

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



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

## **22. Federal Provisions**

### **A. Applicability of Provisions.**

- i. This Federal Provisions section shall apply in the event that the Contract is funded, in whole or in part, with an Award of Federal funds. Contractor shall confirm with their CDHS Contact for their Contract if this Contract is funded in whole or in part by federal funds. Where Federal funds are not used to fund this Contract, then this Federal Provisions section shall not apply, but remains in this Contract due to the template nature of this Contract.
- ii. If the Contract is funded in whole or in part with Federal funds, and in the event of a conflict between this Federal Provisions section, the Special Provisions, the body of the Contract, or any attachments or exhibits made a part of the Contract, the provisions of this Federal Provisions section shall control. Exceptions to this are as follows:
  - a. If the Supplemental Provisions for Federal Awards Exhibit is attached to this Contract, then in the event of a conflict amongst provisions, the Supplemental Provisions for Federal Awards exhibit shall control over the provisions of this Federal Provisions section.
  - b. If the SLFRF Subrecipient Provisions Exhibit is attached to this Contract, then in the event of a conflict amongst provisions, the SLFRF Subrecipient Provisions Exhibit shall control over the provisions of this Federal Provisions section.

### **B. Compliance.**

- i. Contractor shall comply with all applicable provisions of the Transparency Act (the Federal Funding Accountability and Transparency Act of 2006 [Public Law 109-282], as amended by section 6202 of Public Law 110-252) all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of

Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

C. System for Award Management (SAM) and Unique Entity Id Requirements.

- i. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- ii. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient and shall update Contractor's information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

D. Contract Provisions Required by Uniform Guidance Appendix II To Part 200.

- i. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000.
- ii. **All contracts in excess of \$10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- iii. **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 must 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.”

- iv. **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.
- v. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible

provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- vi. **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 the recipient or 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,” the recipient or 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.
- vii. **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).
- viii. **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.

- ix. 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.
  
- x. **Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**
  - a. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
    - 1) Procure or obtain;
    - 2) Extend or renew a contract to procure or obtain; or
    - 3) Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  
- xi. **Contracts with small and minority businesses, women’s business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
  
- xii. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or

materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

- xiii. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**E. Termination for Convenience of the Government**

- i. Pursuant to §4.2 of these Federal Provisions, the State of Colorado may terminate this contract, in whole or in part, when it is in the Government's interest. Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:
- a. For Fixed Price Contracts: FAR 52.249-2 (2023)
  - b. For Contracts for Personal Services: FAR 52.249-12 (2023)
  - c. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)
  - d. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

**F. Event of Default.**

- i. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured

v.4.13



five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

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## 23. Sample Option Letter

### SAMPLE OPTION LETTER (If Applicable)

**1. State Agency**

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

**2. Contractor**

[Insert Contractor’s Full Legal Name, including “Inc.”, “LLC”, etc...]

**3. Current Contract Maximum Amount**

**Initial Term**

[State Fiscal Year 20xx \$0.00]

**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]

Total for All State Fiscal Years [\$0.00]

**1. Options:**

**Option Letter Number**

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

**4. Original Contract Number**

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

**5. Option Contract Number**

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

**Contract Performance Beginning Date**

[Month Day, Year]

**Current Contract Expiration Date**

[Month Day, Year]



1. Option to extend for an Extension Term
2. Option to change the quantity of Goods under the Contract
3. Option to change the quantity of Services under the Contract
4. Option to modify Contract rates
5. Option to initiate next phase of the Contract

### 1. 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 1(E):%** 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.

### 2. OPTION EFFECTIVE DATE:

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

**Sample Only - Do Not Sign**

Signature page begins on next page.



**STATE OF COLORADO**  
 Jared Polis,  
 Governor [INSERT-Name of  
 Agency or IHE]  
 [INSERT-Name & Title of Head of Agency or  
 IHE]

**STATE CONTROLLER**  
 Robert Jaros, CPA, MBA, JD

---

By:  
 Name & of Title Person

---

By:  
 Telly Belton/Toni

Date: \_

Option Effective Date: \_\_\_\_\_

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

**Sample Only re Option Letter - Do Not Sign**

## **Exhibit A- Statement of Work & Budget**

### **A. Background**

For purposes of this Exhibit A, Contractor may also be referred to as “County.” The State has entered into a contract (Exhibit B - Universal Membership Agreement - 16 IHEA 83111) with Equifax Workforce Solutions LLC (formerly TALX Corporation), a provider of Equifax Verification Services (“EVS”) and intends to execute an amendment (Exhibit C -Amendment 17 - 27 IHGA 207620) to the Universal Membership Agreement (collectively “Work Number Agreement”). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

The Work Number Agreement is between the State and EVS with participating counties each signing Participation Agreements (see Exhibit 1 to Universal Membership Agreement). The Work Number Agreement obligates the counties collectively and Contractor individually to pay EVS via the State for services rendered so the State and County are entering into this Contract to memorialize the State’s and County’s responsibilities as they relate to the Work Number Agreement.

### **B. Payment**

County shall pay the State for County’s use of services within the scope of the Work Number Agreement. The State shall promptly pass through County’s payments to EVS in accordance with the Work Number Agreement. Except within its role as a pass through entity, the State is not liable for County’s obligations incurred under this Contract or the Work Number Agreement. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to EVS. The State shall

ensure that any payment to the State is paid over to EVS prior to the date that payment is due to EVS.

### **C. Annual Minimum**

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County's proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A. The Minimum Payment for the period of July 1, 2026 to June 30, 2027 is \$10,689,855.00, which will be billed at a monthly flat rate of \$890,821.25. County's responsibility for its share of any deficiency or overage survives termination of this Contract or the Work Number Agreement.

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County is responsible for its percentage of the Annual Minimum Payment based upon the following formula:

**Flat Rate charged monthly based on annual cost / 12**

#### **D. Miscellaneous Provisions**

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.
2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.
3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who

has not paid all required fees until the State receives payment from County.

4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.
5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.
6. County hereby grants the State authority to do the following:
  - a. Extend until June 30, 2027, the State's agreement with Equifax Workforce Solutions LLC (formerly TALX Corporation); and
  - b. Amend, in accordance with this Contract, the State's contract with Equifax Workforce Solutions LLC (formerly TALX Corporation).

## Budget FY27

This table represents each county's financial obligation:

### Participating County and Participating Entity Allocation Chart

Unlimited

Participating County / Participating Entity	Share by %	Commitment
Adams	9.29%	\$988,134
Alamosa	0.36%	\$37,968
Arapahoe	11.07%	\$1,177,908
Archuleta	0.01%	\$628
Baca	0.01%	\$628
Bent	0.00%	\$0
Boulder	2.95%	\$314,109
Broomfield	0.93%	\$99,232
Chaffee	0.01%	\$628
Cheyenne	0.01%	\$628
Clear Creek	0.02%	\$2,461
Conejos	0.07%	\$7,395
Costilla	0.01%	\$628
Crowley	0.10%	\$11,099

Custer	0.00%	\$0
Delta	0.45%	\$47,457
Denver	18.50%	\$1,968,119
Dolores	0.01%	\$628
Douglas	0.98%	\$104,611
Eagle	0.69%	\$72,965
El Paso	1.42%	\$150,579
Elbert	0.08%	\$8,625
Fremont	0.95%	\$101,562
Garfield	0.38%	\$39,931
Gilpin	0.01%	\$628
Grand	0.05%	\$5,549
Gunnison	0.07%	\$7,443
Hinsdale (built into Gunnison)	0.00%	\$0
Huerfano	0.05%	\$5,549
Jackson (built into Grand)	0.00%	\$0
Jefferson	6.64%	\$706,745
Kiowa	0.01%	\$628

Kit Carson	0.15%	\$16,020
La Plata	0.23%	\$23,864
Lake	0.15%	\$16,020
Larimer	4.31%	\$458,075
Las Animas	0.38%	\$40,677
Lincoln	0.01%	\$628
Logan	0.15%	\$15,945
Mesa	3.32%	\$353,372
Mineral (built into Rio Grande)	0.00%	\$0
Moffat	0.07%	\$7,526
Montezuma	0.57%	\$61,135
Montrose	0.30%	\$32,019
Morgan	0.73%	\$77,375
Otero	0.00%	\$0
Ouray	0.01%	\$628
Park	0.05%	\$4,934
Phillips	0.01%	\$628
Pitkin	0.12%	\$12,944

Prowers	0.24%	\$25,010
Pueblo	3.46%	\$367,638
Rio Blanco	0.01%	\$628
Rio Grande	0.25%	\$26,997
Routt	0.00%	\$0
San Juan (Built into La Plata)	0.00%	\$0
San Miguel (Built into Ouray)	0.00%	\$0
Saguache	0.01%	\$628
Sedgwick	0.00%	\$0
Summit	0.08%	\$8,756
Teller	0.10%	\$10,470
Washington	0.02%	\$1,845
Weld	4.92%	\$523,515
Yuma	0.02%	\$2,618
CDHS SNAP QA	0.16%	\$16,975
HCPF	25.09%	\$2,669,925
FNS Grant	0%	\$50,352
<b>Total</b>	<b>100%</b>	<b>\$10,689,855</b>

**UNIVERSAL MEMBERSHIP AGREEMENT**

**for  
The Work Number® Social Services**

This Universal Membership Agreement (the "Agreement") is entered into by and between TALX Corporation (a provider of Equifax Verification Services), a Missouri Corporation, located at 11432 Lackland Road, St. Louis, Missouri ("EVS"), and the State of Colorado, Colorado Department of Human Services ("CDHS").

**RECITALS:**

- A. EVS operates The Work Number®, a service used to verify employment and income information about an individual ("Consumers"), and various other services used to verify certain Consumer information (EVS's services are collectively referred to herein as the "Service"); and
- B. CDHS wishes to have Participating Counties use use the Service to verify certain Consumer information.

**NOW, THEREFORE, EVS and CDHS agree as follows:**

- 1. **SCOPE OF THE AGREEMENT.** EVS agrees to allow Colorado's counties to use the Service pursuant to the terms of this Agreement. In that regard, this Agreement shall be considered a "master agreement" allowing the said Colorado counties to participate, provided such counties individually execute a Participation Agreement ("Participation Agreement") in the form of Exhibit 1 attached hereto (including Attachment 1 to Exhibit 1), along with an applicable Schedule A. It is further acknowledged by the parties that while this Agreement is with the State of Colorado Department of Human Services, the use by the said counties will be done by each under its status as an individual political subdivision of the State and as a separate legal entity pursuant to the terms of this Agreement; and the Participation Agreement and Schedule A executed by said counties. All references herein, or any applicable Schedule A, to "party" or "parties" and all references to "Participating County", shall apply equally and separately to each county executing a Participation Agreement and Schedule A (the "Participating County").

This Agreement consists of the general terms set forth in the body of this Agreement, Exhibit 1, Exhibit 2, and each Schedule A executed by the parties which may contain additional terms. If there is a conflict between the general terms and conditions of this Agreement and any Exhibit or Schedule, the provisions of the Exhibit or Schedule will govern and control. This Agreement specifically supersedes and replaces any agreement between the parties that predates this Agreement and which relates to the Service as provided in each Schedule A, even if the prior agreement contains an "entire agreement" or "merger" clause, and any such agreements are terminated.

- 2. **EVS OBLIGATIONS.** The Service will provide Participating County with automated access to certain employment and/or income data ("Data") furnished to EVS by employers.
- 3. **PARTICIPATING COUNTY OBLIGATIONS.**
  - a. Participating County shall comply with the terms set forth in this Agreement which includes Exhibits 1 and 2, and also each Schedule A executed by the parties which may contain additional terms.
  - b. CDHS shall pay for the Services on behalf of the Participating Counties and shall promptly notify EVS of any failure by any Participating County to provide CDHS with sufficient funds to cover the cost of Services. Upon notification from CDHS of such failure, EVS will suspend and/or terminate the Services for such Participating County.

Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS's net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.

If payment is made by credit card, EVS will charge the credit card each month for transactions completed in the prior month. CDHS will be invoiced electronically through Equifax's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon CDHS's request and are subject to additional monthly fees. Such fees are subject to modification by EVS at intervals of no less than one year, upon prior written agreement between CDHS and EVS.

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**PLEASE FAX TO THE WORK NUMBER® SOCIAL SERVICES at 888-708-6816**

EVS and CDHS understand and agree that CDHS is acting as a fiscal agent for the Participating Counties, passing through payment of all costs from the Participating Counties to EVS. CDHS shall not be liable for any debt or payment obligation incurred by a Participating County pursuant to this Agreement or any Participation Agreement, provided, however, that any failure by CDHS to obtain and pass through such payments from any Participating County shall constitute a breach of this Agreement by such Participating County; and EVS shall have the right to terminate this Agreement with respect to such Participating County upon written notice and at least thirty (30) days in which CDHS may cure the breach. In order to appropriately allocate costs among Participating Counties using the Service, EVS will provide to CDHS an itemized invoice, detailing activity by each Participating County.

- c. Participating County certifies that it will order Data from the Service only when Participating County intends to use the Data (i) in accordance with the Fair Credit Reporting Act ("FCRA") and all state law FCRA counterparts as though the Data is a consumer report, and (ii) for one of the following FCRA permissible purposes: (1) in connection with a credit transaction involving the Consumer on whom the Data is to be furnished and involving the extension of credit to, or review or collection of an account of, the consumer, (2) in connection with a determination of the consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status, or (3) when Participating County otherwise has a legitimate business need for the information either in connection with a business transaction that is initiated by the Consumer, or to review an account to determine whether the Consumer continues to meet the terms of the account; and for no other purpose.

Participating County agrees to only use the Data consistent with the obligations of users of consumer reports as provided for in the Consumer Financial Protection Bureau (the "CFPB")'s Notice Form attached as Exhibit 1.

- d. To the extent Participating County orders any Data relating to Vermont residents, Participating County certifies that it will comply with applicable provisions under Vermont law. In particular, Participating County certifies that it will order Data relating to Vermont residents only after Participating County has received prior Consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Participating County further certifies that the attached copy of VFCRA Section 2480e applicable Vermont Rules as referenced in Exhibit 2 was received from EVS.
- e. Participating County may use the Data provided through the Service only as described in this Agreement. Participating County may reproduce or store the Data obtained from the Service solely for its own use in accordance with this Agreement, and will hold all Data obtained from the Service under this Agreement in strict confidence and will not reproduce, reveal, or make it accessible in whole or in part, in any manner whatsoever, to any others unless required by law, or unless Participating County first obtains EVS's written consent; provided, however, that Participating County may discuss Consumer Data with the Data subject when Participating County has taken adverse action against the subject based on the Data. Participating County will not provide a copy of the Data to the Consumer, except as may be required or permitted by law or approved in writing by EVS, except in any state where this contractual prohibition would be invalid. Participating County will refer the Consumer to EVS whenever the Consumer disputes the Data disclosed by Participating County. Participating County will not interpret the failure of EVS to return Data as a statement regarding that consumer's credit worthiness, because the failure may result from one or more factors unrelated to credit worthiness.
- f. Participating County may access, use and store the Data only at or from locations within the territorial boundaries of the United States, Canada, and the United States territories of Puerto Rico, Guam and the Virgin Islands (the "Permitted Territory"). Participating County may not access, use or store the Data or EVS Confidential Information at or from, or send the Data or Confidential Information to, any location outside of the Permitted Territory without Participating County first obtaining EVS's written permission.
- g. Participating County represents and warrants it (i) is administering a government funded benefit or program, (ii) has been given the legal authority to view the Data by the Consumer or by operation of law, and (iii) is requesting the Data in compliance with all laws.
- h. Participating County acknowledges it shall employ decision making processes appropriate to the nature of the transaction in accordance with commercially reasonable standards and will utilize the Data as part of its process.

- i. Participating County represents and warrants it has written authorization from the Consumer to verify income. Participating County need not use any particular form of authorization or obtain a separate signature for verifying income provided that the form constitutes Consumer authorization. Notwithstanding the foregoing, in the event Participating County is using the Service to collect on defaulted child support obligations, Participating County is not required to obtain such authorization.
- j. Participating County may not allow a third party service provider (hereafter "Service Provider") to access, use, or store the Service or Data on its behalf without first obtaining EVS's written permission and without the Service Provider first entering into a Client Service Provider Information Use and Nondisclosure Agreement with EVS.
- k. In order to ensure compliance with this Agreement, applicable law and EVS policies, EVS may conduct reviews of Participating County activities, from time to time, during normal business hours, at all locations containing relevant records, with respect to Participating County's requests for Data and/or its use of Data. Participating County shall provide documentation within a reasonable time to EVS as reasonably requested for purposes of such review. Participating County (i) shall cooperate fully with any and all investigations by EVS of allegations of abuse or misuse of the Services and allow EVS to access its premises, records, and personnel for purposes of such investigations if EVS deems such access is necessary to complete such investigation(s), (ii) agrees that any failure to cooperate fully and promptly in the conduct of any audit constitutes grounds for immediate suspension of the Service and/or termination of the Agreement, and (iii) shall promptly correct any discrepancy revealed by such investigation(s). Participating County shall include the name and email address of the appropriate point of contact to whom such request should be made in the space provided in Participating County's Participation Agreement. Participating County may change its contact information upon written notice.
- l. Additional representations and warranties as may be set forth in each Schedule A.

#### 4. PARTICIPATING COUNTY USE OF SERVICE.

Data on the Service may be accessed by Participating County to verify Consumer's employment status ("The Work Number<sup>®</sup> Employment Verification") or income ("The Work Number<sup>®</sup> Income Verification") for the purposes of determining eligibility for receipt of public aid or assistance, prevention or identification of fraud, overpayments associated with the receipt of public aid or assistance, or the establishment and enforcement of child support orders and collecting on defaulted obligations that are in effect and valid.

#### 5. DATA SECURITY. This Section 5 applies to any means through which Participating County orders or accesses the Service including, without limitation, system-to-system, personal computer or the Internet. For the purposes of this Section 5, the term "Authorized User" means a Participating County employee that Participating County has authorized to order or access the Service and who is trained on Participating County's obligations under this Agreement with respect to the ordering and use of the Service, and the Data provided through same, including Participating County's FCRA and other obligations with respect to the access and use of Data.

- a. Participating County will, with respect to handling any Data provided through the Service:
  - 1. ensure that only Authorized Users having a need to know can order or have access to the Service for an authorized purpose,
  - 2. ensure that Authorized Users do not order Data for personal reasons or provide Data to any third party except as permitted by this Agreement,
  - 3. inform Authorized Users that unauthorized access to Data may subject them to civil and criminal liability under the FCRA and other state and federal privacy laws punishable by fines and imprisonment,
  - 4. ensure that all devices used by Participating County to order or access the Service are placed in a secure location and are accessible only by Authorized Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other commercially reasonable security procedures,
  - 5. take all necessary measures to prevent unauthorized ordering of or access to the Service by any person other than an Authorized User for permissible purposes, including, without limitation, (i) limiting the knowledge of the Participating County security codes, user names, User IDs, and any passwords Participating County may use, to those individuals with a need to know. In addition, the User IDs must be unique to each person, and the sharing of User IDs or passwords is prohibited.

6. change Participating County's user passwords at least every ninety (90) days, or sooner if an Authorized User is no longer responsible for accessing the Service, or if Participating County suspects an unauthorized person has learned the password. Additionally, perform at least quarterly entitlement reviews to recertify and validate Authorized User's access privileges,
7. adhere to all security features in the software and hardware Participating County uses to order or access the Services, including the use of IP restriction,
8. implement secure authentication practices when providing User ID and passwords to Authorized Users, including but not limited to using individually assigned email addresses and not shared email accounts,
9. in no event access the Services via any unsecured wireless hand-held communication device, including but not limited to, web enabled cell phones, interactive wireless pagers, personal digital assistants (PDAs), mobile data terminals and portable data terminals
10. only use assets such as personal computer hard drives or portable and/or removable data storage equipment or media (including but not limited to laptops, zip drives, tapes, disks, CDs, and DVDs) owned by Participating County to store the Data. In addition, Data must be encrypted when not in use and all printed Data must be stored in a secure, locked container when not in use, and must be completely destroyed when no longer needed by cross-cut shredding machines (or other equally effective destruction method) such that the results are not readable or useable for any purpose. In either case, commercially reasonable practices for the type of Data received from EVS must be employed,
11. if Participating County sends, transfers or ships any Data, encrypt the Data using the following minimum standards, which standards may be modified from time to time by EVS: Advanced Encryption Standard (AES), minimum 128-bit key or Triple Data Encryption Standard (3DES), minimum 168-bit key, encrypted algorithms,
12. not ship hardware or software between Participating County's locations or to third parties without deleting all EVS Participating County number(s), security codes, User IDs, passwords, Participating County user passwords, and any consumer information, or Data,
13. monitor compliance with the obligations of this Section 5, and immediately notify EVS if Participating County suspects or knows of any unauthorized access or attempt to access the Service, including, without limitation, a review of EVS invoices for the purpose of detecting any unauthorized activity,
14. if, subject to the terms of this Agreement, Participating County uses a Service Provider to establish access to the Service, be responsible for the Service Provider's use of Participating County's user names, security access codes, or passwords, and Participating County will ensure the Service Provider safeguards Participating County's security access code(s), User IDs, and passwords through the use of security requirements that are no less stringent than those applicable to Participating County under this Section 5,
15. use commercially reasonable efforts to assure data security when disposing of any Data obtained from EVS. Such efforts must include the use of those procedures issued by the federal regulatory agency charged with oversight of Participating County's activities (e.g. the Federal Trade Commission, the applicable banking or credit union regulator) applicable to the disposal of consumer report information or records,
16. use commercially reasonable efforts to secure Data when stored on servers, subject to the following requirements: (i) servers storing Data must be separated from the Internet or other public networks by firewalls which are managed and configured to meet industry accepted best practices, (ii) protect Data through multiple layers of network security, including but not limited to, industry-recognized firewalls, routers, and intrusion detection/prevention devices (IDS/IPS), (iii) secure access (both physical and network) to systems storing Data, which must include authentication and passwords that are changed at least every ninety (90) days; and (iv) all servers must be kept current and patched on a timely basis with appropriate security-specific system patches, as they are available,
17. not allow Data to be displayed via the Internet unless utilizing, at a minimum, a three-tier architecture configured in accordance with industry best practices,
18. use commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review,

19. provide immediate notification to EVS of any change in address or office location and are subject to an onsite visit of the new location by EVS or its designated representative, and
  20. in the event Participating County has a security incident involving EVS Confidential Information, Participating County will fully cooperate with EVS in a security assessment process and promptly remediate any finding.
- b. If EVS reasonably believes that Participating County has violated this Section 5, EVS may, in addition to any other remedy authorized by this Agreement, with reasonable advance written notice to Participating County and at EVS's sole expense, conduct, or have a third party conduct on its behalf, an audit of Participating County's network security systems, facilities, practices and procedures to the extent EVS reasonably deems necessary, including an on-site inspection, to evaluate Participating County's compliance with the data security requirements of this Section 5.
6. **CONFIDENTIALITY.** Each party acknowledges that all materials and information disclosed by a party ("Disclosing Party") to another party ("Recipient") in connection with performance of this Agreement consist of confidential and proprietary data ("Confidential Information"). Each Recipient will hold those materials and that information in strict confidence, and will restrict its use of those materials and that information to the purposes anticipated in this Agreement. If the law or legal process requires Recipient to disclose confidential and proprietary data, Recipient will notify the Disclosing Party of the request. Thereafter, the Disclosing Party may seek a protective order or waive the confidentiality requirements of this Agreement, provided that Recipient may only disclose the minimum amount of information necessary to comply with the requirement. Recipient will not be obligated to hold confidential any information from the Disclosing Party which (a) is or becomes publicly known, (b) is received from any person or entity who, to the best of Recipient's knowledge, has no duty of confidentiality to the Disclosing Party, (c) was already known to Recipient prior to the disclosure, and that knowledge was evidenced in writing prior to the date of the other party's disclosure, or (d) is developed by the Recipient without using any of the Disclosing Party's information. The rights and obligations of this Section 6 with respect to (i) confidential and proprietary data that constitutes a "trade secret" (as defined by applicable law), will survive termination of this Agreement for so long as such confidential and proprietary information remains a trade secret under applicable law; and (ii) all other confidential and proprietary data, will survive the termination of this Agreement for the longer of two (2) years from termination, or the confidentiality period required by applicable law. Notwithstanding the foregoing, EVS acknowledges that the terms of this Agreement (excluding any Schedules attached) may be subject to release under the Colorado Open Records Act (the "Act") or similar acts that may apply to government agencies. If Participating County is compelled to disclose any Confidential Information under the Act, Participating County will provide EVS with prompt written notice so that EVS may seek protection of its Confidential Information which may be exempt from disclosure under the Act. If such protection is not obtained by the date that Participating County must comply with the request, Participating County will furnish only that portion of the Confidential Information that it is advised by counsel that it is legally required to furnish, and Client will exercise commercially reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.
7. **TERM AND TERMINATION.** This Agreement shall be for an initial 90-day trial term ("Trial Term") to allow CDHS to evaluate the Service. Should CDHS elect to continue using the Service beyond such Evaluation Term, the Term of this Agreement shall be for an annually renewable term, and shall be automatically renewed for successive one year terms unless either party provides notice to the other party of its intent not to renew the Agreement at least ninety (90) days prior to the conclusion of the then current term. CDHS may terminate this Agreement or any Schedule(s), at any time upon thirty (30) days prior written notice to EVS. Any Participating County may likewise terminate its Participation Agreement upon thirty (30) days notice to EVS. Unless otherwise provided for in the relevant schedule, EVS may, with thirty (30) days notice, (i) change the price of the Service once annually, and/or (ii) change the Service Schedule and/or Description as deemed necessary, in EVS's sole discretion. CDHS's or Participating County's use of the Service after such thirty (30) day period shall constitute its agreement to such change(s), without prejudice to its right to terminate this Agreement as provided above. If EVS believes that CDHS or Participating County has breached an obligation under this Agreement, EVS may, at its option and reserving all other rights and remedies, terminate this Agreement and/or any Schedules executed by Participating County immediately upon notice to CDHS and/or Participating County.
8. **RIGHTS TO SERVICE.** The Service and the Data, including all rights thereto, are proprietary to EVS.

- 9. WARRANTY.** EVS warrants that the Service will be performed in all material respects in a reasonable and workmanlike manner and in compliance with laws and regulations applicable to EVS's performance thereof. CDHS and Participating County each acknowledge that the ability of EVS to provide accurate information is dependent upon receipt of accurate information from employers. EVS does not warrant that the Service will be error free. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, EVS MAKES NO OTHER WARRANTIES AS TO THE SERVICE OR THE DATA, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF GOOD TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE EVEN IF EVS KNOWS OF SUCH PURPOSE.
- 10. LIMITATION OF LIABILITY.** In no event shall EVS be liable to CDHS or any Participating County for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought. Except for (i) death, personal injury, and property damage, and (ii) EVS's indemnification obligations found herein, damages of any kind payable by EVS shall not exceed the sum paid by Participating County during the twelve months prior to the act or occurrence which gives rise to the claim.
- 11. INDEMNIFICATION.** EVS agrees to indemnify, defend and hold harmless ("Indemnify") CDHS, the Participating Counties and their elected officials, officers, agents, and employees (each, an "Indemnified Party"), from and against claims, demands, liabilities, suits, damages, expenses and costs, including reasonable attorneys', experts' and investigators' fees and expenses ("Claims") brought by third parties against the Indemnified Party and arising from EVS's or its directors', officers' or employees' (i)-negligent or intentional, wrongful act or omission, (ii) violation of applicable law or (iii) infringement on third party proprietary rights.
- 12. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.
- 13. FORCE MAJEURE.** Neither party will be liable to the other for any delay, or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.
- 14. INSURANCE:** EVS shall maintain through the Term of this Agreement, at EVS's sole cost and expense, (i) all insurance coverage required by federal and state laws, including worker's compensation and employer's liability all with statutory minimum limits, (ii) general and auto liability coverage, and (iii) professional liability (Errors and Omissions) insurance, with insurance companies with an A.M. Best Rating of at least A-VIII in amounts no less than those currently in place as of the execution date of this Agreement. Prior to start of work, EVS shall provide a certificate or adequate proof of the foregoing insurance. Upon execution of this Agreement, EVS shall add CDHS as additional insured on all applicable policies except Workers Compensation and Errors and Omissions.
- 15. MISCELLANEOUS.** This Agreement sets forth the entire agreement between the parties regarding the Service. Except as otherwise provided in this Agreement, this Agreement may be amended only by a subsequent writing signed by both parties. This Agreement may not be assigned or transferred by Participating County without EVS's prior written consent. This Agreement shall be freely assignable by EVS and shall inure to the benefit of and be binding upon the permitted assignee of either CDHS or EVS. If any provision of this Agreement is held to be invalid or unenforceable under applicable law in any jurisdiction, the validity or enforceability of the remaining provisions thereof shall be unaffected as to such jurisdiction and such holding shall not affect the validity or enforceability of such provision in any other jurisdiction. To the extent that any provision of this Agreement is held to be invalid or unenforceable because it is overbroad, that provision shall not be void but rather shall be limited only to the extent required by applicable law and enforced as so limited. Any notice under this Agreement shall be effective upon personal delivery by an overnight or other courier or delivery service, or three (3) days after pre-paid deposit with the postal service, in either case to the party's address in the first sentence of this Agreement or any substitute therefore provided by notice.
- 16. COUNTERPARTS/EXECUTION BY FACSIMILE.** For the convenience of the parties, copies of this Agreement and Schedules hereof may be executed in two or more counterparts and signature pages exchanged by facsimile. The parties intend that counterpart copies signed and exchanged as provided in the preceding sentence

shall be fully binding as an original handwritten executed copy hereof and thereof and all of such copies together shall constitute one instrument.

CDHS and the Participating County each acknowledge receipt of Exhibit 1, "Notice to Users of Consumer Reports Obligations of Users". Furthermore, CDHS and the Participating County have read "Notice to Users of Consumer Reports Obligations of Users" which explains Participating County's obligations under the FCRA as a user of consumer report information (to be initialed by the person signing on behalf of Participating County). MIB

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

STATE OF COLORADO  
John W. Hickenlooper, GOVERNOR  
Colorado Department of Human Services  
Reggie Bicha, Executive Director

TALX Corporation,  
provider of Equifax Verification Services

By (signature): [Signature]  
Name (print): Hevitta Love  
Title: OES Director  
Date: 8.26.15

By (signature): [Signature]  
Name (print): Michael Mohr  
Title: Vice President - Sales Operations  
Date: 8/13/15

This Agreement is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

COLORADO DEPARTMENT OF HUMAN SERVICES  
CONTROLLER

By: [Signature]  
Clint Woodruff, Controller / Valri Gimple, Deputy Controller

Date: 8/27/15

## UNIVERSAL SERVICE AGREEMENT

## Exhibit 1

## PARTICIPATION AGREEMENT

{Enter County Name} ("Participating County") and TALX Corporation, ("EVS") agree (i) that Participating County shall receive Services under the provisions of the Universal Membership Agreement dated (the "Agreement"), by and between EVS and CDHS, which provisions are incorporated herein by reference; and (ii) that each reference to Participating County in the Agreement shall refer to Participating County separately, as if Participating County had executed the Agreement itself.

Effective Date:

Participating County Information:

Location ID:	
Location Name:	Human Services Building
Main Contact:	Janice Lizzzi
Main Contact Email Address:	jlizzzi@jeffco.us
Main Contact Phone Number:	303/271-4506
Main Contact Fax Number:	303/271-4795
Main Contact Address:	900 Jefferson County Parkway
Main Contact City:	Golden
Main Contact State:	Colorado
Main Contact Zip:	80401
Audit Contact:	
Audit Contact Email Address:	

By signing below, Participating County agrees to each and every term and condition of the Agreement. Each person signing below represents and warrants that he or she has the necessary authority to bind the respective party set forth below.

Agreed:

Participating County

TALX Corporation,

By (signature): Marcel Berg for Kunze Johnson  
 Name (print): Marcel Berg for Kunze Johnson  
 Title: Deputy Director  
 Date: 9.3.15

By (signature): Michael Muhn  
 Name (print): Michael Muhn  
 Title: Vice President - Sales Operations  
 Date: 5/13/15

UNIVERSAL MEMBERSHIP AGREEMENT

for  
The Work Number® Social Services

Attachment 1 to Exhibit 1

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

The undersigned, {Enter County Name} ("Participating County"), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services ("EVS") in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the "VFCRA"), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the "FCRA"), and its other state law counterparts. In connection with Participating County's continued use of EVS services in relation to Vermont consumers, Participating County hereby certifies as follows:

Vermont Certification. Participating County certifies that it will comply with applicable provisions under Vermont law. In particular, Participating County certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Participating County has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Participating County further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

Participating County: 30

Signed By: Mary C Berg for Lynn Johnson

Printed Name and Title: Mary C Berg, Deputy Director

Account Number: \_\_\_\_\_

Date: 9.3.15

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)**

**§ 2480e. Consumer consent**

(a) A person shall not obtain the credit report of a consumer unless:

- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
- (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

- (1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
- (2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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**VERMONT RULES \*\*\* CURRENT THROUGH JUNE 1999 \*\*\***  
**AGENCY 06. OFFICE OF THE ATTORNEY GENERAL**  
**SUB-AGENCY 031. CONSUMER PROTECTION DIVISION**  
**CHAPTER 012. Consumer Fraud--Fair Credit Reporting**  
**RULE CF 112 FAIR CREDIT REPORTING**  
**CVR 06-031-012, CF 112.03 (1999)**  
**CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

## Exhibit C

### AMENDMENT 17 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT

This Amendment 17 is entered into by and between **Equifax Workforce Solutions LLC**, a provider of **Equifax Verification Services** (“EWS” or “EVS”) and **The State of Colorado, Colorado Department of Human Services** (“CDHS” or “Agency”) jointly “the Parties,” with reference to the following:

**WHEREAS**, the Parties entered into that certain Universal Membership Agreement, last signed by the parties on or about August 26, 2015 (the “**Agreement**”); and

**WHEREAS**, the Parties made effective the Schedule A - The Work Number® Express Social Service on October 19, 2016 (the “**Schedule A**”); and

**WHEREAS**, the CDHS exercised its first optional annual renewal term (as permitted in Section II of Schedule A, by means of that certain Successive Term 1 Schedule A made effective by the parties on December 28, 2016 (the “**Successive Term Schedule A**”); and

**WHEREAS**, the Parties amended the Successive Term Schedule A to provide verification of employment and income services for 2 (two) additional months, beginning January 1, 2018 through February 28, 2018 (the “**Temporary Extension Period**”) while the State worked to get approval from the participating counties to authorize the successive term; and

**WHEREAS**, CDHS exercised its second optional renewal term (as permitted in Section II of the Successive Term Schedule A, by means of that certain Amendment 1 to Schedule A made effective by the parties on February 28, 2018, for the term beginning March 1, 2018 and ending on February 28, 2019 (“**Amendment 1**”); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 2 to Schedule A made effective by the parties on April 15, 2019, to provide verification of employment and income services for 3 (three) additional months, March 1, 2019 through May 31, 2019 (the “**Second Temporary Extension Period; Amendment 2**”) while the State worked to get approval from the participating counties to authorize the successive term; and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 3 to Schedule A made effective by the parties on June 6, 2019, to provide verification of employment and income services for 3 (three) additional months, beginning June 1, 2019 through August 31, 2019 (the **“Third Temporary Extension Period; Amendment 3”**) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 4 to Schedule A made effective by the parties on August 18, 2019, to provide verification of employment and income services for 2 (two) additional months, beginning September 1, 2019 through October 31, 2019 (the **“Fourth Temporary Extension Period; Amendment 4”**) while the State continued to evaluate the new pay date enhancement in order to determine the number of transactions needed for the new contract; and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 5 to Schedule A made effective by the parties on October 31, 2019, to (i) provide verification of employment and income services for 1 (one) additional year, beginning November 1, 2019 through October 31, 2020, (2) add a Scope of Work, and (3) amend the Service Description Overview (**“Amendment 5”**); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 6 to Schedule A made effective by the parties on October 28, 2020, in order to provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the **“Fifth Temporary Extension Period; Amendment 6”**); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 7 to Schedule A made effective by the parties on November 30, 2020, in order to provide the verification of employment and income services for 4 (four) additional months from December 1, 2020 through March 31, 2021 (the **“Sixth Temporary Extension Period; Amendment 7”**); and

**WHEREAS**, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 8 to Schedule A made effective by the parties on March 25, 2021, in order to provide the verification of employment and income services for 2 (two) additional months from April 1, 2021 - May 31, 2021 (the **“Seventh Temporary Extension Period; Amendment 8”**); and

**WHEREAS**, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 9 to the Universal Membership Agreement and Schedule A made effective by the parties on May 28, 2021, in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2021 - May 31, 2022 and add a new Scope of Work to allow Colorado government entities, **“Participating Entities”**, in addition to their existing Participating Counties, to use the Services pursuant to the terms of the Agreement (the **“Third Successive Schedule A; Amendment 9”**); and

**WHEREAS**, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 10 to the Universal Membership Agreement and Schedule A made effective by the parties on June 8, 2021, in order to add a new Section to the Scope of Work to Schedule A for Participating Entities only regarding Web Services and to allow HCPF a Pilot Period (**“Amendment 10”**); and

**WHEREAS**, the Parties subsequently amended the Agreement, by means of that certain Amendment 11 to the Universal Membership Agreement made effective by the parties on May 31, 2022, in order to provide the verification of employment and income services for 1 (one) additional year from June 1, 2022 - May 31, 2023 and to add access to the system by Batch (the **“Fourth Successive Schedule A; Amendment 11”**); and

**WHEREAS**, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 12 to the Universal Membership Agreement made effective by the parties on October 17, 2022, in order to revise the Scope of Work to Schedule A for Employment and Income Verification

(VOE/VOI) Database and Web Services and to reflect EWS' name change (“Amendment 12”); and

**WHEREAS**, the Parties subsequently amended the Agreement and the Successive Term Schedule A in order to provide the verification of employment and income services for one (1) additional month from June 1, 2023 - June 30, 2023 (the “**Eighth Temporary Extension Period**”; “Amendment 13”); and

**WHEREAS**, the Parties subsequently amended the Agreement by replacing the Successive Term Schedule A with that certain Schedule A, effective as of July 1, 2023, in order to provide the verification of employment and income services for one (1) additional year from July 1, 2023 - June 30, 2024 (the “**Second Successive Schedule A**”; “Amendment 14”); and

**WHEREAS**, the Parties subsequently amended the Agreement by replacing the Successive Term Schedule A with that certain Schedule A, effective as of July 1, 2024, in order to provide the verification of employment and income services for one (1) additional year from July 1, 2024 - June 30, 2025 (the “**Second Successive Schedule A**”; “Amendment 15”); and

**WHEREAS**, the Parties subsequently amended the Agreement by replacing the Successive Term Schedule A with that certain Schedule A, effective as of July 1, 2025, in order to provide the verification of employment and income services for one (1) additional year from July 1, 2025- June 30, 2026 (the “**Second Successive Schedule A**”; “Amendment 16”); and

**WHEREAS**, the Parties desire to amend the Agreement and the Second Successive Schedule A in order to provide the verification of employment and income services for 1 (one) additional year from July 1, 2026 - June 30, 2027. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 17, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.

**NOW, THEREFORE**, upon Colorado State Controller signature, and effective on July 1, 2026, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 17 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 document.

- A. CDHS hereby exercises a one (1) year extension beginning July 1, 2026, and ending on June 30, 2027.
- B. The Second Successive Schedule A shall be deleted in its entirety and replaced in full with the attached and revised Schedule A with its Schedules, Exhibits, Appendices, and Attachments, attached hereto as Schedule A. The Schedule A replacement shall be effective as of July 1, 2026. The SOW and Exhibit 1-A to the Universal Membership Agreement for the “Participation Agreement for Participating Entity” from Amendment 9 dated May 28, 2021, shall explicitly continue to be attached to the Agreement and the Schedule A to be effective as of July 1, 2026.

IN WITNESS WHEREOF, the Parties have executed this 17<sup>TH</sup> Amendment through their duly authorized representatives.

**STATE OF COLORADO**

**Jared Polis, GOVERNOR**

Colorado Department of Human Services

Michelle Barnes, Executive Director

**Equifax Workforce Solutions LLC,  
provider of Equifax Verification  
Services**

By \_\_\_\_\_  
(signature):

Name \_\_\_\_\_  
(print):

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

Date: \_\_\_\_\_

By \_\_\_\_\_  
(signature):

Name \_\_\_\_\_  
(print):

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

Date: \_\_\_\_\_

**This Amendment 17 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller**

**COLORADO DEPARTMENT OF HUMAN SERVICES  
CONTROLLER**

**By (signature):** \_\_\_\_\_

**Name/Title: (print):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SCHEDULE A**  
**TO THE UNIVERSAL MEMBERSHIP AGREEMENT**  
**EQUIFAX VERIFICATION SERVICES**

<b>“Agency”:</b>	The State of Colorado, Colorado Department of Human Services
<b>“Effective Date” of this Schedule A:</b>	<b>July 1, 2026</b>
<b>Industry Type:</b>	Government
<b>“Agreement”:</b>	<i>Universal Membership Agreement</i>
<b>Agreement effective date:</b>	August 26, 2015

Agency may request various Services from EVS (i) during the term of the Agreement, (ii) in accordance with the Agreement and this Schedule A (which is part of the Agreement), and (iii) only when intended to be used for the use case described below. Some Services have additional terms and conditions which are referenced in Schedule A-1. Agency will pay EVS for the Services pursuant to the terms of Schedule A-2. Unless otherwise defined in this Schedule A, all defined terms used herein shall have the meaning ascribed to them in the Agreement. This Schedule A, including all attachments hereto, specifically supersedes and replaces any Schedules, Statements of Work, and other product or pricing agreements between the parties that predate this Schedule A and which relate to the Service(s) selected below in this Schedule A, even if the prior agreements contain an “entire agreement” or “merger” clause, and any such Schedules, Statements of Work, and other product or pricing agreements are terminated.

This Schedule shall begin on the Effective Date and continue for a period of one (1) year (“Initial Term”), unless earlier terminated as set forth in the Agreement. Upon expiration of the Initial Term, this Schedule shall automatically renew for successive one (1) year terms (each a “Renewal Term”), unless otherwise terminated in accordance with the terms of the Agreement.

**1. AGENCY INFORMATION.** *(Please use the physical business location address; a P.O. Box is not acceptable.)*

Agency Name:	Colorado Department of Human Services	Phone:	303-866-5700
Address:	1575 Sherman St	State:	CO
City:	Denver	Zip Code:	80203

DBA or Management Agency, if different:	
Website address:	www.colorado.gov/cdhs

**2. MAIN CONTACT INFORMATION.**

Name:	Shelley Banker	Phone / Fax:	720-333-4521
Title:	Director	Email:	shelley.banker@state.co.us
Supervisor:	Michelle Barnes	Supervisor Email:	michelle.barnes@state.co.us

**IN WITNESS WHEREOF**, the parties have executed this Schedule A on the date indicated below.

**Agency**

**Equifax Workforce Solutions LLC, provider of Equifax Verification Services**

By  
(signature): \_\_\_\_\_  
Name  
(print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By  
(signature) \_\_\_\_\_  
Name  
(print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## SCHEDULE A-1

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### SERVICE DESCRIPTIONS / ADDITIONAL TERMS AND CONDITIONS

#### 1. SERVICE DESCRIPTIONS

##### A. The Work Number® Services.

**The Work Number® Express Social Service Verification.** A Social Service verification report provided via the Service (“Verification Report”) will include, without limitation and as available, the Consumer’s (i) employer name, (ii) employment status, (iii) employer address, (iv) employment dates, (v) position title, (vi) medical and dental insurance information, (vii) employer wage garnishment address, (viii) pay rate, (ix) up to three (3) years of year-to-date gross income details, and (x) up to three (3) years of pay period detail. Data provided may be from current or prior employers.

#### 2. ADDITIONAL TERMS AND CONDITIONS

**A. Agency Representation.** Agency represents that it has authorization from the Consumer authorizing Agency to verify income Data. Agency need not use any particular form of authorization for an income verification, provided the authorization is auditable and demonstrates to a reasonable degree of certainty that the Consumer has authorized Agency to receive the income Data.

**B. Audit.** Upon request by EVS at any time, Agency shall provide Consumer authorizations to verify the Consumer’s information, including but not limited to the Consumer’s income, and Agency shall provide EVS with records as EVS may reasonably request to conduct such audit(s). Agency’s failure to fully cooperate or to produce requested consumer authorizations may result in immediate suspension of the Services until such time as Agency corrects any discrepancy revealed by such audit.

**C. Compliance with Laws.** Agency will comply with all applicable laws, statutes and regulations regarding the Services. Where applicable, Agency will comply with Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. Sec. 6801 et seq. (“GLB”) and the implementing regulations issued thereunder and any other applicable statutes or federal laws, Agency will not use or disclose any Information other than in accordance with Section 6802(c) or with one of the General Exceptions of Section 6802(e) of the GLB and applicable regulations and all other Privacy Laws.

**D. Modification of Service Description.** EVS may modify this Schedule A, including pricing, on thirty (30) days’ notice to Agency. Agency may terminate the Agreement

and/or this Schedule A within thirty (30) days after such modification notice by providing written notice of termination to EVS. Absence of such termination shall constitute Agency's agreement to the modification.

**E. Input Requirements.**

(1) **Batch.** Agency may request the Data and Service be delivered via batch by creating and delivering a request file of a minimum of one hundred (100) social security numbers to EVS using EVS's standard format and secure batch website. Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement.

(2) **Online.** Agency shall request access to Data and Service by inputting the Consumer's social security number at the relevant EVS website.

**F. Delivery.**

(1) **Batch.** EVS will deliver monthly usage reports by county. Upon submission of a file, Agency is obligated to pay all resultant Fees in accordance with the Agreement. Following a batch submission consistent with the input requirements above, EVS will deliver a return file of Data via the secure batch website.

(2) **Online.** The Service will be delivered online, providing automated access to requested Data.

## SCHEDULE A-2

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### PAYMENT TERMS AND SERVICE PRICING

#### 1. PAYMENT TERMS AND CONDITIONS.

A. **Invoices.** EVS will use commercially reasonable efforts to invoice agency within fifteen (15) days after the prior month's close. All Fees (except the one-time Setup Fee) shall apply during any Renewal Term. EVS reserves the right to increase all Fees pursuant to the terms of the Agreement. Invoices are due net thirty (30) days with one and a half (1.5%) percent interest per month applied over forty-five (45) days. Agency will be invoiced electronically through EVS's Electronic Invoice Presentation & Payment (EIPP) program. Requests for paper billing are available upon Agency's request and are subject to additional monthly fees. Such fees are subject to modification by EVS at intervals of no less than one year, upon prior written notice. If payment is made by credit card, EVS will charge the credit card each month for Transactions completed in the prior month.

Undisputed invoices outstanding over forty-five (45) days may result in loss of access to the Service. If Agency, in good faith, disputes any portion of an amount invoiced, Agency shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation. All disputes must be submitted to EVS in writing within ninety (90) days from the date of the invoice for those Services. Agency waives the right to dispute any portion of the invoice that is not disputed within such ninety (90) day period.

In the event that it is determined or agreed that Agency must or will pay the disputed amount, then Agency shall pay interest from and including the original payment due date until, but excluding, the date the disputed amount is received by EVS at the interest rate set forth above. In the event the Parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights hereunder. For the avoidance of doubt, invoices issued which reflect a price change or pertain to fees for service description modifications that have been accepted according to the terms of this Schedule, shall be deemed correct invoices for purposes of this section.

B. **Agency Purchase Orders.** If the use of a Purchase Order ("PO") or similar ordering document is required by Agency, the following information must be provided as part of

the Agreement. Failure to include this information reflects Agency’s agreement that a PO shall not be required by Agency. Agency shall provide notice of any PO changes no less than thirty (30) days prior to the expiration of the current PO. No additional terms and conditions shall be included in the PO unless expressly agreed to in writing by the Parties. If there is a conflict between language in the PO and the Agreement, the Agreement shall control. The PO Amount or dollar limit, if applicable, of initial PO does not limit or otherwise impact any minimum ordering obligations or purchase commitments specified herein. The PO effective dates (as defined below) does not impact the Effective Date(s) or Term(s) specified herein.

PO Number (or similar):		PO Amount:	
PO Start Date:		PO End Date:	
PO Contact Name:		PO Contact Email:	

C. **Taxes.** Except to the extent that Agency has provided an exemption certificate, direct pay permit or other such appropriate documentation, EVS shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon EVS’s net income and any taxes or amounts in lieu thereof paid or payable by EVS as a result of the foregoing excluded items.

2. **SERVICE PRICING.**

A. **Third Party Fees Applicable to All Services.**

- (1) **Third Party Fee.** EVS will pass along any fees incurred by third parties to Agency, including program fees implemented by the IRS. EVS will post these third-party fees as a separate line item on the invoices.
- (2) **Technology Portal Delivery Fee.** EVS will pass along any delivery fees incurred for the use of a technology portal connection, as specified by Agency, to Agency. EVS will post these technology portal delivery fees as a separate line item on the invoices.

B. **The Work Number® Services**

Service Name		Annual Subscription Payment <sup>1</sup>	Annual Transactions Included in the Annual Subscription <sup>1</sup>
Express Social Service Verification	Internal EFX Use		
Subscription Service (Annual)	0210111385	\$10,689,855	Unlimited

Overage Charges	0210111384		N/A
	3 Full Months	0210112497	
	6 Full Months	0210112511	
	1 Full Year	0210112512	
	3 Full Years	0210112513	
	Purchase All	0210112514	

<sup>1</sup> **Participating County and Entity Allocation.** The Work Number Express Social Service Verification Annual Subscription Payment and Annual Transactions Included in the Annual Subscription shall be allocated amongst the Participating County and Participating Entities in accordance with the chart attached hereto as Exhibit 1.

### C. Pricing Terms

- (1) **Order Date Ranges.** The specific use and/or program shall be denoted by the Agency in each request. Agency may select which employment records to order when accessing the Service online by selecting from various “pay date” range or “Purchase all” options. Order options will include: “3 full months”, “6 full months”, “1 full year”, “3 full years”, and “Purchase all” records. Date ranges go back in full calendar months, i.e. selecting “3 full months” on January. 30, would result in all records available between October 1 and January 30. If multiple records exist in the date range option Agency selects, then each record will count as a separate Transaction.
- (2) **Annual Commitment.** Notwithstanding anything herein or the Agreement to the contrary, in the event Agency terminates this Schedule A prior to the end of the then-current term, Agency shall pay the remaining Annual Subscription Payment due under the then-current year obligation. Should the Agency cancel prior to the end of the month, that month shall be considered part of the remaining Annual Subscription Payment. The Annual Subscription Payment for the Service(s) listed above will be payable as the transactions come in. At the end of the Term, the amount paid and/or invoiced at that time for the Transactions made will then be due and payable.
- (3) **Transaction.** A 'Transaction' is defined by a database search which returns data in the form of a Verification Report. A ‘Verification Report’ is the output file returned from a database search containing various employer records. Each employer returned in a Verification Report constitutes a separate Transaction. For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions.

**3. ADDITIONAL SERVICE FEES.**

Internal EFX Use		
Annual Setup Fee	0210100037	\$0.00
Monthly Account Servicing Fee	0210100693	\$0.00

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**EXHIBIT 1**  
**Participating County and Participating Entity Allocation Chart**  
**Unlimited**  
**7/1/26 - 6/30/27**

<b>Participating County / Participating Entity</b>	<b>Share by %</b>	<b>Commitment</b>
Adams	9.29%	\$988,134
Alamosa	0.36%	\$37,968
Arapahoe	11.07%	\$1,177,908
Archuleta	0.01%	\$628
Baca	0.01%	\$628
Bent	0.00%	\$0
Boulder	2.95%	\$314,109
Broomfield	0.93%	\$99,232
Chaffee	0.01%	\$628
Cheyenne	0.01%	\$628
Clear Creek	0.02%	\$2,461
Conejos	0.07%	\$7,395
Costilla	0.01%	\$628
Crowley	0.10%	\$11,099
Custer	0.00%	\$0
Delta	0.45%	\$47,457
Denver	18.50%	\$1,968,119
Dolores	0.01%	\$628
Douglas	0.98%	\$104,611
Eagle	0.69%	\$72,965
El Paso	1.42%	\$150,579
Elbert	0.08%	\$8,625
Fremont	0.95%	\$101,562
Garfield	0.38%	\$39,931
Gilpin	0.01%	\$628

Grand	0.05%	\$5,549
Gunnison	0.07%	\$7,443
Hinsdale (built into Gunnison)	0.00%	\$0
Huerfano	0.05%	\$5,549
Jackson (built into Grand)	0.00%	\$0
Jefferson	6.64%	\$706,745
Kiowa	0.01%	\$628
Kit Carson	0.15%	\$16,020
La Plata	0.23%	\$23,864
Lake	0.15%	\$16,020
Larimer	4.31%	\$458,075
Las Animas	0.38%	\$40,677
Lincoln	0.01%	\$628
Logan	0.15%	\$15,945
Mesa	3.32%	\$353,372
Mineral (built into Rio Grande)	0.00%	\$0
Moffat	0.07%	\$7,526
Montezuma	0.57%	\$61,135
Montrose	0.30%	\$32,019
Morgan	0.73%	\$77,375
Otero	0.00%	\$0
Ouray	0.01%	\$628
Park	0.05%	\$4,934
Phillips	0.01%	\$628
Pitkin	0.12%	\$12,944
Prowers	0.24%	\$25,010
Pueblo	3.46%	\$367,638
Rio Blanco	0.01%	\$628

Rio Grande	0.25%	\$26,997
Routt	0.00%	\$0
San Juan (Built into La Plata)	0.00%	\$0
San Miguel (Built into Ouray)	0.00%	\$0
Saguache	0.01%	\$628
Sedgwick	0.00%	\$0
Summit	0.08%	\$8,756
Teller	0.10%	\$10,470
Washington	0.02%	\$1,845
Weld	4.92%	\$523,515
Yuma	0.02%	\$2,618
CDHS SNAP QA	0.16%	\$16,975
HCPF	25.09%	\$2,669,925
FNS Grant	0%	\$50,352
<b>Total</b>	<b>100%</b>	<b>\$10,689,855</b>

**Exhibit A  
Agency Information**

**(To be completed by Agency prior to Services being provided)**

Physical address of where verifications will be performed (if different than above).	
Onsite contact for onsite inspection.	<a href="#">Shelley Banker - CDHS</a>
Onsite contact email and phone number.	shelley.banker@state.co.us

**Additional User Information**

**IMPORTANT:** All individuals who will use the service must be registered below. During the login process, the user will be asked for their registered fax number. All fields are mandatory.

	Name	E-mail Address
User1	n/a	n/a
User2		
User3		
User4		
User5		

Please provide the names, fax numbers and e-mail addresses of up to five (5) additional users. Note: The "Main Contact" above will have the ability to add users via the webManager function. WebManagers have the ability to add, manage and approve users within the organization. If Agency has additional users, once Agreement is accepted, Agency will receive more information on how to register users.

**Billing Information**

<b>Billing Contact:</b>	Jacques Livingston	<b>Billing Address:</b>	1575 Sherman Street
<b>Billing Contact Title:</b>	Chief Financial Officer	<b>City:</b>	Denver
<b>Billing Phone #:</b>	720-413-7337	<b>State:</b>	CO
<b>Billing Fax #:</b>	n/a	<b>Zip Code:</b>	80203
<b>Billing E-mail:</b>	jacques.livingston@state.co.us		

Is Agency Tax Exempt?  Yes  No

If Yes, please submit tax exemption certificate.

**Agency Type:**

<input checked="" type="checkbox"/>	Federal/State/County/City/Local/Government	<input type="checkbox"/>	Social Security Administration
<input type="checkbox"/>	Non- Profit Organization	<input type="checkbox"/>	Housing Authority
<input type="checkbox"/>	For-Profit Organization	<input type="checkbox"/>	Third Party Vendor for Government Agency
<input type="checkbox"/>	Apartment Complex/Property Management	<input type="checkbox"/>	Other: Please specify

Each program requires documented proof. Specific Program(s) that will use this service:

<input checked="" type="checkbox"/>	Food Stamps	<input checked="" type="checkbox"/>	TANF	<input checked="" type="checkbox"/>	MEDICAID
<input checked="" type="checkbox"/>	Child Support Enforcement	<input checked="" type="checkbox"/>	Daycare Assistance	<input checked="" type="checkbox"/>	Low-Income Energy Assistance
<input type="checkbox"/>	Pre-Employment	<input checked="" type="checkbox"/>	Work-related Assistance	<input type="checkbox"/>	Collections
<input checked="" type="checkbox"/>	Low-Income Housing	<input type="checkbox"/>	Mortgage Loans		

If Agency is an Apartment Complex or Property Management Agency, please answer the following questions:

How many units does Agency have? n/a

How many of those are subsidized units? n/a

**Note:** Subsidized units are those in which the owner receives funds from Federal, State, County or Local Government.

Is Agency affiliated with City/State Housing Authority?  Yes  No

If yes, please include the name: \_\_\_\_\_

**Qualifications:** In order to process Agency’s application, Agency’s agency/organization is required to provide proof (supporting documentation) of Agency’s need for employment and income verifications.

Please provide the following:

Federal/State/County/City/Local/Government Copy of program’s application Income guidelines to determine eligibility	Social Security Administration Copy of program’s application Income guidelines to determine eligibility
Non-Profit / For-Profit Organizations	Third Party Vendor for Government Agency

Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a Federal/State/County/City/Local/Government <b>Funding source</b>	Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a Federal/State/County/City/Local/Government <b>Funding source.</b>
Housing Authority Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)	Apartment Complex/Property Management Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)

**Failure to provide supporting documentation, which must include the name of Agency's agency/organization/Agency name, may delay processing of Agency's agreement or disqualify Agency's application.**

**UNIVERSAL MEMBERSHIP AGREEMENT**

**Exhibit 1-A**

**PARTICIPATION AGREEMENT FOR PARTICIPATING ENTITY**

{Enter Entity Name} (“**Participating Entity**”) and TALX Corporation, a provider of Equifax Verification Services, (“**EVS**”) agree (i) that Participating Entity shall receive Services under the provisions of the Universal Membership Agreement last signed by the parties on or about August 26, 2015, and as amended, (the “**Agreement**”), by and between **EVS** and **CDHS**, which provisions are incorporated herein by reference; and (ii) that each reference to Participating Entity in the Agreement shall refer to Participating Entity separately, as if Participating Entity had executed the Agreement itself.

**Effective Date:**

**Participating Entity Information:**

Location ID:	
Location Name:	
Main Contact:	
Main Contact Email Address	
Main Contact Phone Number:	
Main Contact Fax Number:	
Main Contact Address:	
Main Contact City:	
Main Contact State:	
Main Contact Zip:	
Audit Contact:	
Audit Contact Email Address:	

By signing below, Participating Entity agrees to each and every term and condition of the Agreement. Each person signing below represents and warrants that he or she has the necessary authority to bind the respective party set forth below.

**Agreed:**

**Participating Entity**

**TALX Corporation,**

By  
(signature \_\_\_\_\_  
):  
Name  
(print \_\_\_\_\_  
):  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By  
(signature \_\_\_\_\_  
):  
Name  
(print \_\_\_\_\_  
):  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**UNIVERSAL MEMBERSHIP AGREEMENT**  
**for**  
**The Work Number® Social**  
**Services Attachment 1-A to**  
**Exhibit 1-A**

**VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION**

The undersigned, {Enter Entity Name} (“Participating Entity”), acknowledges that it subscribes to receive various information services from TALX Corporation, provider of Equifax Verification Services (“EVS”) in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”), and the federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. seq., as amended (the “FCRA”), and its other state law counterparts. In connection with Participating Entity's continued use of EVS services in relation to Vermont consumers, Participating Entity hereby certifies as follows:

**Vermont Certification.** Participating Entity certifies that it will comply with applicable provisions under Vermont law. In particular, Participating Entity certifies that it will order Data relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Participating Entity has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Participating Entity further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from EVS.

**Participating Entity:**

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

Printed Name and Title: \_

Account Number: \_\_

Date: \_\_\_\_

**Please also include the following information:**

Compliance Officer or Person Responsible for Credit Reporting

Compliance Name: \_\_

Title: \_\_\_\_

Mailing Address: \_\_\_\_

E-Mail Address: \_\_\_\_

Phone: \_\_\_\_ Fax: \_\_\_\_

**Attachment 1-A to Exhibit 1-A Continued**

**Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)**

**§ 2480e. Consumer consent**

(a) person shall not obtain the credit report of a consumer unless:

(1) the report is obtained in response to the order of a court having jurisdiction to issue such an order;

or

(2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

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**VERMONT RULES \*\*\* CURRENT THROUGH  
JUNE 1999 \*\*\* AGENCY 06. OFFICE OF  
THE ATTORNEY GENERAL  
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION  
CHAPTER 012. Consumer  
Fraud--Fair Credit  
Reporting RULE CF 112  
FAIR CREDIT REPORTING  
CVR 06-031-012, CF 112.03 (1999)  
CF 112.03 CONSUMER CONSENT**

- (a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.
- (b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.
- (c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.