AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: State of Colorado, Department of Human Services Co

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Pass through contract for Equifax Verification Services

Fiscal Impact:

Submitted by: Randy Morgan for Joni Reynolds **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. kw

Reviewed by: GUNCOUNTY1\kweak Discharge Date: 12/16/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 12/17/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 12/17/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/18/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/22/2020

Revised April 2015

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Department of Human Services

21 IHGA 164944
eClearance: **2015446**

STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES CONTRACT

SIGNATURE AND COVER PAGES

State Agency Colorado Department of Human Services Office of Economic Security	**Contractor** Gunnison County Contractor's State of Incorporation: **Colorado**
Contract Maximum Amount Initial Term State Fiscal Year 2021 $287.56 Extension Terms Maximum Amount for All Fiscal Years $287.56	**Contract Performance Beginning Date** The later of the Effective Date or December 1, 2020 **Initial Contract Expiration Date** March 31, 2021 or otherwise upon termination of the Schedule A as specified in the Work Number Agreement 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.
Pricing/Funding Price Structure: Fixed Price Contractor shall invoice: As specified elsewhere Fund Source: CFMS	**Options** 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
Insurance Contractor shall maintain the following insurance if indicated with "Yes," as further described in **§**8: Worker's Compensation: Yes General Liability: Yes Automobile Liability: **No** Protected Information: **No** Professional Liability Insurance: **No** Crime Insurance: **No**	**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
State Representative Barry Pardus, Deputy Director Office of Economic Security 1575 Sherman St., 5th Floor Denver, CO 80203 (303) 866-3726 barry.pardus@state.co.us	**Contractor Representative** Joni Reynolds, Director Gunnison County Department of Health and Human Services 225 North Pine Street Gunnison, CO 81230 (970) 641-7940 jreynolds@gunnisoncounty.org

Exhibits

The following Exhibits are attached and incorporated into this Contract:
Exhibit A – Statement of Work
Exhibit B – Universal Membership Agreement - 16 IHEA 83111
Exhibit C – Amendment 7 - 21 IHGA 164987

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 →

CMS: 164944

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 Gunnison County	**STATE OF COLORADO** Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director
Signed: _____	Signed: DocuSigned by: Barry J. Pardus E15BD59FC154462...
Printed Name: Matthew Birnie	Printed Name: Barry J. Pardus
Title: County Manager	Title: Deputy Director - OES
Date: _____	Date: 11/18/2020
2nd State or Contractor Signature if Needed _____ By: 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:_____
Andrea Eurich / Janet Miks / Toni Williamson

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", which shall be upon approval by the State Controller or designee and upon full execution of substantially the same agreement with all counties listed in this Contract. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

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

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such

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

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in **§15,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. "**Business Day**" means any day other than Saturday, Sunday, or a Legal Holiday as listed in §24-11-101(1) C.R.S.

C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202(6), C.R.S. to procure or supervise the procurement of all supplies and services needed by the state.

D. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

E. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

F. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.

G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

H. **"End of Term Extension"** means the time period defined in **§2.D**.

I. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. "**Exhibits**" means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract..

K. **"Extension Term"** means the time period defined in **§2.C.**

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L. "**Goods**" means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

M. **"Initial Term"** means the time period defined in **§2.B**.

N. "**Party**" means the State or Contractor, and "Parties" means both the State and Contractor.

O. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

P. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

Q. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(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.

R. "**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.

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S. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, 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.

T. **"State Fiscal Rules"** means that fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

U. **"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.

V. **"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.

W. "**Subcontractor**" means third-parties, if any, engaged by Contractor to aid in performance of the Work.

X. "**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.

Y. "**Work**" means the Goods delivered and Services performed pursuant to this Contract.

Z. "**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. REPORTING - NOTIFICATION

A. Litigation Reporting

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

6. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law, or approved in writing by the State. 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.

B. Use, Security, and Retention

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

C. 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.

7. 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

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Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

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

8. 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.

A. General Liability

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

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any 1 fire.

B. 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.

C. Protected Information

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

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

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

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

D. 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.

E. 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.

F. 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.

G. Primacy of Coverage

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

H. Cancellation

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

I. 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.

J. Public Entities

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

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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.

K. Certificates

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

9. 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.

10. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work

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

b. Damages and Withholding

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

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.

11. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in **§14.A** fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109 and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

12. 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

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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.

13. 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.

14. 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

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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 agreement 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. Colorado Special Provisions in **§19** of the main body of this Contract.

iii. The provisions of the other sections of the main body of this Contract.

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iv. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

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

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

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

P. Third Party Beneficiaries

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

Q. Waiver

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

R. CORA Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

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

15. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

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

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

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

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

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

to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

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

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

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

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

16. 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

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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. 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.

C. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of race, color, national origin, age, sex, religion or handicap, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

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

D. 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.

E. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

F. 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.

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17. SAMPLE OPTION LETTER (IF APPLICABLE)

State Agency Insert Department's or IHE's Full Legal Name	**Option Letter Number** Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	**Original Contract Number** Insert CMS number or Other Contract Number of the Original Contract
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	**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. OPTIONS:

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

2. REQUIRED PROVISIONS:

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

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

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

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

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

3. Option Effective Date:

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

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

Exhibit A – Statement of Work

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 TALX Corporation, a provider of Equifax Verification Services ("EVS") and intends to execute an amendment Exhibit C – Amendment 7 - 21 IHGA 164987) 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 December 1, 2020 to March 31, 2021 is $759,335, which is based upon an estimated 116,667 income verification requests at $6.44 per income verification request, plus a $2,000 per month service fee. County's responsibility for its share of any deficiency survives termination of this Contract or the Work Number Agreement.

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

[County's Minimum Usage] / [Total Participating counties' Previous Usage] = County Percentage
[County Percentage] X [Annual Minimum Payment] + [Admin Fee]= County Financial Obligation

IF County's Actual Annual Payment is less than County's Financial Obligation, THEN County is considered a Deficient County and shall pay any deficiency according to the following formula:

[Annual Minimum Payment] – [Total Actual Annual Payment] = Total Deficiency

[County Financial Obligation] – [County Actual Annual Payment] = County Deficiency

[County Deficiency] / [Total counties' Deficiency] = Deficient County Percentage

[Deficient County Percentage] X [Total Deficiency] = Deficient County Payment to State

This table represents each county's financial obligation:

County	Minimum Usage (Dec. 1, 2020 - Mar. 31, 2021)	Minimum Cost	Admin. Fee	Total Financial Obligation
Adams	10,717	$69,014.87	$734.00	**$69,748.87**
Alamosa	16	$100.19	$1.07	**$101.25**
Arapahoe	20,714	$133,395.09	$1,420.00	**$134,815.09**
Archuleta	15	$96.18	$1.02	**$97.20**
Bent	5	$34.06	$0.36	**$34.43**
Boulder	4,894	$31,518.86	$334.00	**$31,852.86**
Broomfield	918	$5,915.05	$62.98	**$5,978.03**
Clear Creek	5	$34.06	$0.36	**$34.43**
Conejos	22	$144.27	$1.54	**$145.81**
Crowley	44	$286.54	$17.18	**$303.72**
Delta	186	$1,198.24	$12.76	**$1,211.00**
Denver	25,315	$163,030.57	$1,735.00	**$164,765.57**
Douglas	489	$3,151.89	$33.56	**$3,185.45**
Eagle	348	$2,238.18	$23.83	**$2,262.01**
Elbert	5	$34.06	$0.36	**$34.43**
El Paso	12,213	$78,652.87	$835.00	**$79,487.87**
Fremont	758	$4,883.12	$51.99	**$4,935.11**
Grand/Jackson	48	$310.58	$3.31	**$313.89**
Gunnison	44	$284.53	$3.03	**$287.56**
Jefferson	11,118	$71,599.70	$760.00	**$72,359.70**
Kiowa	5	$34.06	$0.36	**$34.43**
Kit Carson	5	$34.06	$0.36	**$34.43**
Lake	51	$326.61	$3.48	**$330.09**

La Plata/San Juan	449	$2,889.40	$30.77	**$2,920.16**
Larimer	8,082	$52,047.19	$553.00	**$52,600.19**
Las Animas	82	$530.99	$5.65	**$536.65**
Mesa	1,550	$9,984.64	$105.00	**$10,089.64**
Moffat	84	$541.01	$5.76	**$546.77**
Montezuma	566	$3,646.81	$38.83	**$3,685.64**
Morgan	1,053	$6,778.66	$72.18	**$6,850.84**
Park	5	$34.06	$0.36	**$34.43**
Pitkin	19	$120.22	$1.28	**$121.50**
Prowers	5	$34.35	$0.37	**$34.71**
Pueblo	3,749	$24,141.08	$256.00	**$24,397.08**
Rio Grande/Mineral	25	$160.30	$1.71	**$162.01**
Routt	113	$725.35	$7.72	**$733.08**
San Miguel/Ouray	41	$264.49	$2.82	**$267.31**
Summit	110	$707.32	$7.53	**$714.85**
Weld	12,703	$81,810.00	$869.00	**$82,679.00**
CDHS SNAP QA	93	$601.12	$6.40	**$607.52**
TOTAL	**116,667**	**$751,334.63**	**$7,999.94**	**$759,334.57**

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.

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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 March 31, 2021 the State's agreement with TALX corporation; and
    b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

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. CDHSwill 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.

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 Particpating 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 providedin 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® Employment Verification") or income ("The Work Number® 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.

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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. <u>not</u> 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,

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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

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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). MB

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

By (signature): Levetta Love
Name (print): Levetta Love
Title: OES Director
Date: 8.26.15

TALX Corporation,
provider of Equifax Verification Services

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: Clint Woodruff

Clint Woodruff, Controller / Valri Gimple, Deputy Controller

Date: 8/27/15

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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 Lizzi
Main Contact Email Address	JLizzi@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):	Mary C Berg for Lynn Johnson	By (signature):	[signature]
Name (print):	Mary C Berg for Lynn Johnson	Name (print):	Michael Muhn
Title:	Deputy Director	Title:	Vice President - Sales Operations
Date:	9.3.15	Date:	5/13/15

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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: ____

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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.

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.

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Exhibit C – Amendment 7 – 21 IHGA 164987

AMENDMENT 7 TO: SCHEDULE A

This Amendment 7 to: Schedule A is entered into by and between **TALX Corporation** ("TALX") and **The State of Colorado, Colorado Department of Human Services ("CDHS")** 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 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 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") while the State worked to get approval from the participating counties to authorize the successive term; and

WHEREAS, the Parties subsequently amended the Schedule A 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") 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 Schedule A 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") 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 Schedule A 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 (the "Fifth Amendment); and

WHEREAS, the Parties subsequently amended Schedule A 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"); and

WHERAS, the Parties desire to amend Schedule A 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"). All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 7, 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 December 1, 2020, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 7 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 four (4) month extension beginning December 1, 2020 and ending on March 31, 2021.

B. **Pricing:**

Verification Fees: Employment Summary (SSN Search) shall remain unlimited at no charge.

Income Verifications	**Fixed Fee** (Dec. 1, 2020 – March 31, 2021)	**Transaction Ceiling (Total # of Transactions)** (Dec. 1, 2020 – March 31, 2021)	**Cost**	**Cost Above Ceiling (Per Transaction)**
	$751,334.63	116,664	$6.44	$6.44

- Monthly Account Servicing Fee for Sixth Temporary Extension Period: $1,999.98
- The Fixed Fee for the products listed above will be payable as the Transactions come in. At the end of the Extension Period, if CDHS has not met the Fixed Fee, the difference between the Fixed Fee and that for the Transactions paid will be due and payable.
- The above pricing reflects the Fee for each successful Transaction and is based on one use/decision per Transaction.
- A "Transaction" is defined by a database search which successfully returns Data.

C. **Exhibit 1 to Schedule A** is deleted in its entirety and replaced with the following:

County	**Minimum Usage** (Dec. 1, 2020 – March 31, 2021)	**Minimum Cost** (Dec. 1, 2020 – March 31, 2021)	**Account Service Fee** (Dec. 1, 2020 – March 31, 2021)	**Total Financial Obligation** (Dec. 1, 2020 – March 31, 2021)
Adams	10,717	$69,014.87	$734.00	$69,748.87
Alamosa	16	$100.19	$1.07	$101.25
Arapahoe	20,714	$133,395.09	$1,420.00	$134,815.09
Archuleta	15	$96.18	$1.02	$97.20
Bent	5	$34.06	$0.36	$34.43
Boulder	4,894	$31,518.86	$334.00	$31,852.86
Broomfield	918	$5,915.05	$62.98	$5,978.03
Clear Creek	5	$34.06	$0.36	$34.43
Conejos	22	$144.27	$1.54	$145.81
Crowley	44	$286.54	$17.18	$303.72
Delta	186	$1,198.24	$12.76	$1,211.00
Denver	25,315	$163,030.57	$1,734.98	$164,765.55
Douglas	489	$3,151.89	$33.56	$3,185.45
Eagle	348	$2,238.18	$23.83	$2,262.01
Elbert	5	$34.06	$0.36	$34.43
El Paso	12,213	$78,652.87	$835.00	$79,487.87
Fremont	758	$4,883.12	$51.99	$4,935.11
Grand/Jackson	48	$310.58	$3.31	$313.89
Gunnison	44	$284.53	$3.03	$287.56
Jefferson	11,118	$71,599.70	$760.00	$72,359.70
Kiowa	5	$34.06	$0.36	$34.43
Kit Carson	5	$34.06	$0.36	$34.43
Lake	51	$326.61	$3.48	$330.09
La Plata / San Juan	449	$2,889.40	$30.77	$2,920.16
Larimer	8,082	$52,047.19	$553.00	$52,600.19
Las Animas	82	$530.99	$5.65	$536.65
Mesa	1,550	$9,984.64	$105.00	$10,089.64
Moffat	84	$541.01	$5.76	$546.77
Montezuma	566	$3,646.81	$38.83	$3,685.64
Morgan	1,053	$6,778.66	$72.18	$6,850.84
Park	5	$34.06	$0.36	$34.43
Pitkin	19	$120.22	$1.28	$121.50
Prowers	5	$34.35	$0.37	$34.71
Pueblo	3,749	$24,141.08	$256.00	$24,397.08
Rio Grande / Mineral	25	$160.30	$1.71	$162.01
Routt	113	$725.35	$7.72	$733.08
San Miguel / Ouray	41	$264.49	$2.82	$267.31
Summit	110	$707.32	$7.53	$714.85
Weld	12,703	$81,810.00	$869.00	$82,676.33
CDHS SNAP QA	93	$601.12	$6.40	$607.52
TOTAL	**116,664**	**$751,334.63**	**$7,999.92**	**$759,334.55**

IN WITNESS WHEREOF, the Parties have executed this Sixth Amendment through their duly authorized representatives.

STATE OF COLORADO **Jared Polis, GOVERNOR** Colorado Department of Human Services Michelle Barnes, Executive Director	**TALX Corporation,** **provider of Equifax Verification Services**
By (signature): _____	By (signature): _____
Name (print): _____	Name (print): _____
Title: _____	Title: _____
Date: _____	Date: _____

This Amendment 7 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: _____