



CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Economic Security Division of Economic and Workforce Support	Original Contract Number 21 IHGA 168829
Contractor City & County of Denver Contractor's State of Incorporation: Colorado	Amendment Contract Number 24 IHGA 184198
Current Contract Maximum Amount Initial Term 06/01/2021-05/31/2022 \$485,457.66 Extension Terms 06/01/2022-05/31/2023 \$741,417.34 06/01/2023-06/30/2024* \$1,257,671.59 Total for All State Fiscal Years \$2,484,546.59 *Any amount paid as a result of Holdover Letter 24_IHGA_184014 prior to execution of this Contract shall be deducted from the Contract Maximum Amount.	Contract Performance Beginning Date June 01, 2022 Current Contract Expiration Date June 30, 2024

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR City & County of Denver _____ By: Jay Morein Date: _____	STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director _____ By: Barry J. Pardus, Deputy Director, Office of Economic Security Date: _____
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In accordance with §24-30-202 C.R.S., this Amendment 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/Toni Williamson/Telly Belton

Amendment Effective Date: _____

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or June 01, 2023, whichever is later and shall terminate on the termination of the Contract.

4. PURPOSE

The State entered into a Contract with the TALX Corporation, a provider of Equifax Verification Services (“EVS”), for use of The Work Number. The State and the County entered into a Contract that 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. This Amendment adds an additional term and modifies the Contract Maximums Amount.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. 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 on the Signature and Cover Page for this Amendment.
- C. **Exhibit A-1 – Statement of Work** is modified by the addition of **Exhibit A-2 – Statement of Work**, attached and incorporated herein.
- D. **Exhibit C-1 – Amendment 11 – 22 IHGA 175559** is modified by the addition of **Exhibit C-2 – Amendment 14 – 23 IHGA 184226**, attached and incorporated herein.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the

provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A-2 – 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-2 – Amendment 14 - 23 IHGA 184226) to the Universal Membership Agreement (collectively “Work Number Agreement”). The Work Number Agreement allows EVS to provide employment verification services directly to Colorado counties. The State acts only as a pass-through entity, meaning that EVS will bill the State for fees incurred by the counties, and the State will then bill the counties individually.

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

B. Payment

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

C. Annual Minimum

The Work Number Agreement by the terms of the Schedule A obligates each Participating County, through the State as the pass-through entity, to pay the Participating County’s proportionate share of the Annual Minimum Payment as set forth in this Contract and Exhibit 1 to the Schedule A. The Minimum Payment for the period of July 1, 2023 to June 30, 2024 is \$8,015,000.00, which is based upon an estimated 925,000 income verification requests at \$8.60 per income verification request, plus a \$5,000 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:

$$\frac{[\text{County's Minimum Usage}]}{[\text{Total Participating counties' Previous Usage}]} = \text{County Percentage}$$
$$[\text{County Percentage}] \times [\text{Annual Minimum Payment}] + [\text{Admin Fee}] = \text{County Financial Obligation}$$

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:

$$[\text{Annual Minimum Payment}] - [\text{Total Actual Annual Payment}] = \text{Total Deficiency}$$

$$[\text{County Financial Obligation}] - [\text{County Actual Annual Payment}] = \text{County Deficiency}$$

$$[\text{County Deficiency}] / [\text{Total counties' Deficiency}] = \text{Deficient County Percentage}$$

$$[\text{Deficient County Percentage}] \times [\text{Total Deficiency}] = \text{Deficient County Payment to State}$$

This table represents each county's financial obligation:

Participating County or Participating Entity	June 1, 2023-June 30, 2023		July 1, 2023 - June 30, 2024			TOTAL CONTRACT AMOUNT
	Hold Over Budget	Minimum Number of Transactions Included with Annual Subscription	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation	
Adams	\$ 25,961.19	68,312	\$587,483.20	\$4,407.20	\$591,890.40	\$617,851.59
Alamosa	\$ 37.68	3,596	\$30,925.60	\$232.00	\$31,157.60	\$31,195.28
Arapahoe	\$ 50,179.51	83,562	\$718,633.20	\$7,004.00	\$725,637.20	\$775,816.71
Archuleta	\$ 36.02	31	\$266.60	\$2.00	\$268.60	\$304.62
Bent	\$ 12.75	434	\$3,732.40	\$28.00	\$3,760.40	\$3,773.15
Boulder	\$ 11,856.46	26,784	\$230,342.40	\$1,728.00	\$232,070.40	\$243,926.86
Broomfield	\$ 2,224.99	6,882	\$59,185.20	\$444.00	\$59,629.20	\$61,854.19
Clear Creek	\$ 12.75	124	\$1,066.40	\$8.00	\$1,074.40	\$1,087.15
Conejos	\$ 54.31	167	\$1,436.20	\$10.80	\$1,447.00	\$1,501.31
Crowley	\$ 107.51	620	\$5,332.00	\$40.00	\$5,372.00	\$5,479.51
Delta	\$ 450.54	1,860	\$15,996.00	\$120.00	\$16,116.00	\$16,566.54
Denver	\$ 61,327.19	138,074	\$1,187,436.40	\$8,908.00	\$1,196,344.40	\$1,257,671.59
Douglas	\$ 1,185.37	2,976	\$25,593.60	\$192.00	\$25,785.60	\$26,970.97
Eagle	\$ 841.78	2,356	\$20,261.60	\$152.00	\$20,413.60	\$21,255.38
El Paso	\$ 29,586.57	57,226	\$492,143.60	\$3,692.00	\$495,835.60	\$525,422.17
Elbert	\$ 12.75	372	\$3,199.20	\$24.00	\$3,223.20	\$3,235.95
Fremont	\$ 1,837.07	6,634	\$57,052.40	\$428.00	\$57,480.40	\$59,317.47
Garfield	0	558	\$4,798.80	\$36.00	\$4,834.80	\$4,834.80
Grand / Jackson	\$ 116.93	471	\$4,050.60	\$30.40	\$4,081.00	\$4,197.93
Gunnison	\$ 106.95	620	\$5,332.00	\$40.00	\$5,372.00	\$5,478.95
Huerfano	0	248	\$2,132.80	\$16.00	\$2,148.80	\$2,148.80
Jefferson	\$ 26,933.20	45,632	\$392,435.20	\$2,944.00	\$395,379.20	\$422,312.40
Kit Carson	\$ 12.75	279	\$2,399.40	\$18.00	\$2,417.40	\$2,430.15
La Plata / San Juan	\$ 1,086.73	2,976	\$25,593.60	\$192.00	\$25,785.60	\$26,872.33
Lake	\$ 123.03	620	\$5,332.00	\$40.00	\$5,372.00	\$5,495.03
Larimer	\$ 19,578.26	31,186	\$268,199.60	\$2,012.00	\$270,211.60	\$289,789.86
Las Animas	\$ 199.50	1,922	\$16,529.20	\$124.00	\$16,653.20	\$16,852.70
Mesa	\$ 3,756.16	8,680	\$74,648.00	\$560.00	\$75,208.00	\$78,964.16
Moffat	\$ 203.38	930	\$7,998.00	\$60.00	\$8,058.00	\$8,261.38
Montezuma	\$ 1,371.57	8,370	\$71,982.00	\$540.00	\$72,522.00	\$73,893.57
Morgan	\$ 2,549.73	4,526	\$38,923.60	\$292.00	\$39,215.60	\$41,765.33
Park	\$ 12.75	248	\$2,132.80	\$16.00	\$2,148.80	\$2,161.55
Pitkin	\$ 45.44	620	\$5,332.00	\$40.00	\$5,372.00	\$5,417.44
Prowers	\$ 12.75	6,820	\$58,652.00	\$440.00	\$59,092.00	\$59,104.75
Pueblo	\$ 9,081.18	29,760	\$255,936.00	\$1,920.00	\$257,856.00	\$266,937.18
Routt	\$ 272.65	2,790	\$23,994.00	\$180.00	\$24,174.00	\$24,446.65
San Miguel / Ouray	\$ 99.75	62	\$533.20	\$4.00	\$537.20	\$636.95
Summit	\$ 266.00	614	\$5,280.40	\$39.60	\$5,320.00	\$5,586.00
Teller	0	620	\$5,332.00	\$40.00	\$5,372.00	\$5,372.00
Washington	0	62	\$533.20	\$4.00	\$537.20	\$537.20
Weld	\$ 30,774.15	45,446	\$390,835.60	\$2,932.00	\$393,767.60	\$424,541.75
CDHS SNAP QA	\$ 226.10	930	\$7,998.00	\$60.00	\$8,058.00	\$8,284.10
HCPF	\$ 119,146.49	330,000	\$2,838,000.00	\$20,000.00	\$2,858,000.00	\$2,977,146.49
Total	\$ 401,699.90	925,000	\$7,955,000.00	\$60,000.00	\$8,015,000.00	\$8,416,699.90

D. Miscellaneous Provisions

1. State is acting as a fiscal agent for County, passing through payment of all costs from County to EVS, including the Annual Minimum Payment. The State shall not be liable for any debt or payment obligation, including the Annual Minimum Payment, incurred by County pursuant to this Contract or the Work Number Agreement, provided, however, that any failure by the State to pass through such payments from County shall constitute a breach of this Contract by the State. The State shall be obligated to pay over to EVS any funds received from a County. Upon breach of this agreement by the State, the County shall have the right to terminate this Contract upon written notice and at least thirty (30)

days in which the State may cure the breach or any other remedy allowed by law. If County fails to pay the State for County's costs incurred under this Contract or the Work Number Agreement, the State shall have the right to terminate this Contract upon written notice and at least thirty (30) days in which County may cure the breach.

2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.
3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who has not paid all required fees until the State receives payment from County.
4. Annual Termination: Unless specified elsewhere in this Contract or the Work Number Agreement, the State or County may only terminate this Contract, upon 60 days written notice, so as to align with the end of an annual term stated in the Work Number Agreement. If a County elects to terminate it shall not be obligated to expend any funds, including any annual minimum payment, for the years following its termination.
5. The State may execute similar agreements with new counties not originally part of this Contract or the Work Number Agreement. If the State executes a similar agreement with a new county or counties, the State and County will recalculate the annual minimum for the subsequent annual term.
6. County hereby grants the State authority to do the following:
 - a. Extend until June 30, 2024 the State's agreement with TALX corporation; and
 - b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

AMENDMENT 14 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT

This Amendment 14 is entered into by and between **Equifax Workforce Solutions LLC, a provider of Equifax Verification Services (“EWS” or “EVS”)** and **The State of Colorado, Colorado Department of Human Services (“CDHS” or “Agency”)** jointly “the Parties,” with reference to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Parties subsequently amended the Agreement and the Successive Term Schedule A, by means of that certain Amendment 12 to the Universal Membership Agreement made effective by the parties on October 17, 2022, in order to revise the Scope of Work to Schedule A for Employment and Income Verification (VOE/VOI) Database and Web Services and to reflect EWS’ name change (“**Amendment 12**”); and

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

WHEREAS, the Parties desire to amend the Agreement and the Successive Term Schedule A in order to provide the verification of employment and income services for 1 (one) additional year from July 1, 2023 – June 30, 2024; update and add pricing information; provide for Instant Client Insights web-platform in addition to batch and integration channels for Service access; ability to utilize Date Range Enhancement for The Work Number access; and add additional Services to the Agreement. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect, including the SOW to be carried forward as if attached to this Schedule A and Amendment 14. For purpose of this Amendment 14, all capitalized terms used herein and otherwise defined shall have the meaning set forth in the Agreement.

NOW, THEREFORE, upon Colorado State Controller signature, and effective on July 1, 2023, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 14 may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

- A. CDHS hereby exercises a one (1) year extension beginning July 1, 2023 and ending on June 30, 2024.
- B. Schedule A, as has been amended from time to time, shall be deleted in its entirety and replaced in full with the attached and revised Schedule A with its Schedules, Exhibits, Appendices, and Attachments, attached hereto as Schedule A. The Schedule A replacement shall be effective as of July 1, 2023. The SOW and Exhibit 1-A to the Universal Membership Agreement for the "Participation Agreement for Participating Entity" from Amendment 9 dated May 28, 2021, shall explicitly continue to be attached to the Agreement and the Schedule A to be effective as of July 1, 2023.

IN WITNESS WHEREOF, the Parties have executed this 14TH Amendment through their duly authorized representatives.

STATE OF COLORADO
Jared Polis, GOVERNOR

Equifax Workforce Solutions LLC,
provider of Equifax Verification Services

Colorado Department of Human Services
Michelle Barnes, Executive Director

By _____
(signature):
Name _____
(print):
Title: _____
Date: _____

By _____
(signature):
Name _____
(print):
Title: _____
Date: _____

This Amendment 14 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: _____

DELEGATION OF SIGNATURE AUTHORITY

The Mayor, the Executive Director of Human Services, or any other designee of the Mayor, are hereby authorized to execute documents on behalf of the City necessary to administer and facilitate the execution of the attached agreement from the State of Colorado, so long as the documents requiring the City authorized signature are executed or required by the State of Colorado.

Contract Control Number:
Contractor Name:

SOCSV-202368821-01; 202263659-01
State of Colorado Department of Human Services

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

SOCSV-202368821-00; 202263659-01
State of Colorado Department of Human Services

By: The State's signatories will sign after the contract has undergone the City's ordinance approval process and has been signed by all of the City's charter signatories.

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)