

CONTRACT AMENDMENT #3

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 25 IHGA 191136
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 07/01/2024-06/30/2025 \$865,981.50 Total for All State Fiscal Years \$3,350,528.09	Contract Performance Beginning Date June 01, 2022 Current Contract Expiration Date June 30, 2025

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.

<p style="text-align: center;">CONTRACTOR City & County of Denver</p> <p style="text-align: center;">By: _____</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director</p> <p style="text-align: center;">By: Barry J. Pardus, Deputy Director, Office of Economic Security</p> <p>Date: _____</p>
--	---

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: _____
 Telly Belton/Toni Williamson/Amanda Rios

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 July 01, 2024, 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-2 – Statement of Work** is modified by the addition of **Exhibit A-3 – Statement of Work**, attached and incorporated herein.
- D. **Exhibit C-2 – Amendment 14 – 23 IHGA 184226** is modified by the addition of **Exhibit C-3 – Amendment 15 – 25 IHGA 191309**, 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-3 – Statement of Work

A. Background

For purposes of this Exhibit A-3, 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-3 – Amendment 15 - 25 IHGA 191309) 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-1. The Minimum Payment for the period of July 1, 2024 to June 30, 2025 is \$6,961,250.00, which is based upon an estimated 625,000 income verification requests at \$11.09 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:

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

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:

$$\begin{aligned} [\text{Annual Minimum Payment}] - [\text{Total Actual Annual Payment}] &= \text{Total Deficiency} \\ [\text{County Financial Obligation}] - [\text{County Actual Annual Payment}] &= \text{County Deficiency} \\ \frac{[\text{County Deficiency}]}{[\text{Total counties' Deficiency}]} &= \text{Deficient County Percentage} \\ [\text{Deficient County Percentage}] \times [\text{Total Deficiency}] &= \text{Deficient County Payment to State} \end{aligned}$$

This table represents each county's financial obligation:

Participating County and Participating Entity Allocation Chart
July 1, 2024 - June 30, 2025

Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation
Adams	43,500	\$11.09	\$482,415.00	\$2,089.00	\$484,504.00
Alamosa	1,540		\$17,078.60	\$75.00	\$17,153.60
Arapahoe	60,450		\$670,390.50	\$2,900.00	\$673,290.50
Archuleta	25		\$277.25	\$1.25	\$278.50
Baca	25		\$277.25	\$1.25	\$278.50
Bent	300		\$3,327.00	\$15.00	\$3,342.00
Boulder	15,250		\$169,122.50	\$730.00	\$169,852.50
Broomfield	4,000		\$44,360.00	\$192.00	\$44,552.00
Cheyenne	25		\$277.25	\$1.25	\$278.50
Clear Creek	100		\$1,109.00	\$6.00	\$1,115.00
Conejos	300		\$3,327.00	\$15.00	\$3,342.00
Crowley	450		\$4,990.50	\$21.00	\$5,011.50
Delta	1,925		\$21,348.25	\$93.00	\$21,441.25
Denver	77,750		\$862,247.50	\$3,734.00	\$865,981.50
Douglas	2,080		\$23,067.20	\$99.00	\$23,166.20
Eagle	2,960		\$32,826.40	\$141.00	\$32,967.40
El Paso	46,400		\$514,576.00	\$2,227.00	\$516,803.00
Elbert	350		\$3,881.50	\$18.00	\$3,899.50
Fremont	4,120		\$45,690.80	\$198.00	\$45,888.80

Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation
Garfield	1,620		\$17,965.80	\$78.00	\$18,043.80
Gilpin	25		\$277.25	\$1.25	\$278.50
Grand / Jackson	225		\$2,495.25	\$12.00	\$2,507.25
Gunnison	575		\$6,376.75	\$27.00	\$6,403.75
Huerfano	225		\$2,495.25	\$12.00	\$2,507.25
Jefferson	31,600		\$350,444.00	\$1,517.00	\$351,961.00
Kiowa	25		\$277.25	\$1.25	\$278.50
Kit Carson	650		\$7,208.50	\$30.00	\$7,238.50
La Plata / San Juan	2,150		\$23,843.50	\$102.00	\$23,945.50
Lake	650		\$7,208.50	\$30.00	\$7,238.50
Larimer	21,575		\$239,266.75	\$1,037.00	\$240,303.75
Las Animas	1,650		\$18,298.50	\$81.00	\$18,379.50
Lincoln	25		\$277.25	\$1.25	\$278.50
Mesa	8,400		\$93,156.00	\$402.00	\$93,558.00
Moffat	575		\$6,376.75	\$27.00	\$6,403.75
Montezuma	5,900		\$65,431.00	\$282.00	\$65,713.00
Morgan	3,200		\$35,488.00	\$153.00	\$35,641.00
Park	200		\$2,218.00	\$9.00	\$2,227.00
Pitkin	525		\$5,822.25	\$24.00	\$5,846.25
Prowers	3,120		\$34,600.80	\$150.00	\$34,750.80
Pueblo	14,650		\$162,468.50	\$703.00	\$163,171.50
Rio Grande / Mineral	2,080		\$23,067.20	\$99.00	\$23,166.20
Routt	425		\$4,713.25	\$21.00	\$4,734.25
San Miguel / Ouray	25		\$277.25	\$1.25	\$278.50

Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation
Summit	350	\$11.09	\$3,881.50	\$18.00	\$3,899.50
Teller	425		\$4,713.25	\$21.00	\$4,734.25
Washington	75		\$831.75	\$3.00	\$834.75
Weld	21,955		\$243,480.95	\$1,055.00	\$244,535.95
Yuma	25		\$277.25	\$1.25	\$278.50
CDHS SNAP QA	525		\$5,822.25	\$24.00	\$5,846.25
HCPF	240,000		\$2,661,600.00	\$11,520.00	\$2,673,120.00
Total	625,000			\$6,931,250.00	\$30,000.00

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, 2025 the State's agreement with TALX corporation; and
 - b. Amend, in accordance with this Contract, the State's contract with TALX Corporation.

Exhibit C-3

AMENDMENT 15 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT

This Amendment 15 is entered into by and between **Equifax Workforce Solutions LLC, a provider of Equifax Verification Services (“EWS” or “EVS”)** and **The State of Colorado, Colorado Department of Human Services (“CDHS” or “Agency”)** jointly “the Parties,” with reference to the following:

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

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

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

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

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

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

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

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

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

WHEREAS, the Parties subsequently amended the Successive Term Schedule A, by means of that certain Amendment 6 to Schedule A made effective by the parties on October 28, 2020, in order to

provide the verification of employment and income services for 1 (one) additional month, from November 1, 2020 through November 30, 2020 (the “**Fifth Temporary Extension Period; Amendment 6**”); and

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

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

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

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

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

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

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

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

WHEREAS, the Parties desire to amend the Agreement and the Second Successive Schedule A in order to provide the verification of employment and income services for 1 (one) additional year from July 1, 2024 – June 30, 2025. All other terms and conditions of the Agreement, as previously amended, remain unchanged and in full force and effect. For purpose of this Amendment 15, 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, 2024, the Parties do hereby agree to amend the Agreement as follows:

This Amendment 15 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, 2024 and ending on June 30, 2025.
- B. The Second Successive Schedule A shall be deleted in its entirety and replaced in full with the attached and revised Schedule A with its Schedules, Exhibits, Appendices, and Attachments, attached hereto as Schedule A. The Schedule A replacement shall be effective as of July 1, 2024. 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, 2024.

IN WITNESS WHEREOF, the Parties have executed this 15TH 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 15 is not valid until signed and dated below by the Colorado Department of Human Services' Controller or Deputy Controller

COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER

By (signature): _____

Name/Title: (print): _____

Date: _____

**SCHEDULE A
TO THE UNIVERSAL MEMBERSHIP AGREEMENT**

EQUIFAX VERIFICATION SERVICES

"Agency":	The State of Colorado, Colorado Department of Human Services
"Effective Date" of this Schedule A:	July 1, 2023
Industry Type:	Government
"Agreement":	<i>Universal Membership Agreement</i>
Agreement effective date:	August 26, 2015

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

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

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

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

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

2. MAIN CONTACT INFORMATION.

Name:	Barry Pardus	Phone / Fax:	303-866-3726 /
Title:	Interim Office Director	Email:	barry.pardus@state.co.us
Supervisor:	Anne-Marie Braga	Supervisor Phone:	

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

Agency

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

Equifax Workforce Solutions LLC, provider of Equifax Verification Services

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

SCHEDULE A-1

SERVICE DESCRIPTIONS / ADDITIONAL TERMS AND CONDITIONS

1. SERVICE DESCRIPTIONS

A. The Work Number® Services.

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

2. ADDITIONAL TERMS AND CONDITIONS

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

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

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

D. Modification of Service Description. EVS may modify this Schedule A, including pricing, on thirty (30) days’ notice to Agency. Agency may terminate the Agreement and/or this Schedule A within thirty (30) days after such modification notice by providing written notice of termination to EVS. Absence of such termination shall constitute Agency’s agreement to the modification.

E. Input Requirements.

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

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

F. Delivery.

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

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

SCHEDULE A-2

PAYMENT TERMS AND SERVICE PRICING

1. PAYMENT TERMS AND CONDITIONS.

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

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

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

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

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

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

2. SERVICE PRICING.

A. Third Party Fees Applicable to All Services.

(1) Third Party Fee. EVS will pass along any fees incurred by third parties to Agency, including program fees implemented by the IRS. EVS will post these third-party fees as a separate line item on the invoices.

(2) Technology Portal Delivery Fee. EVS will pass along any delivery fees incurred for the use of a technology portal connection, as specified by Agency, to Agency. EVS will post these technology portal delivery fees as a separate line item on the invoices.

B. The Work Number® Services

Service Name		Annual Subscription Payment ¹	Annual Transactions Included in the Annual Subscription ¹
Express Social Service Verification	Internal EFX Use		
Subscription Service (Annual)	0210111385	\$6,931,250.00	625,000
Overage Charges	0210111384		\$11.09
	3 Full Months	0210112497	
	6 Full Months	0210112511	
	1 Full Year	0210112512	
	3 Full Years	0210112513	
	Purchase All	0210112514	

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

C. Pricing Terms

- (1) **Order Date Ranges.** The specific use and/or program shall be denoted by the Agency in each request. Agency may select which employment records to order when accessing the Service online by selecting from various “pay date” range or “Purchase all” options. Order options will include: “3 full months”, “6 full months”, “1 full year”, “3 full years”, and “Purchase all” records. Date ranges go back in full calendar months, i.e. selecting “3 full months” on January. 30, would result in all records available between October 1 and January 30. If multiple records exist in the date range option Agency selects, then each record will count as a separate Transaction.
- (2) **Annual Commitment.** Notwithstanding anything herein or the Agreement to the contrary, in the event Agency terminates this Schedule A prior to the end of the then-current term, Agency shall pay the remaining Annual Subscription Payment due under the then-current year obligation, including any overages that have been incurred, but not paid. Should the Agency cancel prior to the end of the month, that month (and any overages incurred in that month) shall be considered part of the remaining Annual Subscription Payment. The Annual Subscription Payment for the Service(s) listed above will be payable as the transactions come in. At the end of the Term, if the Agency has not met the Annual Transactions Included in the Annual Subscription as required, the difference between the Annual Subscription Payment and the amount paid and/or invoiced at that time for the Transactions made will then be due and payable.
- (3) **Transaction.** A 'Transaction' is defined by a database search which returns data in the form of a Verification Report. A 'Verification Report' is the output file returned from a database search containing various employer records. Each employer returned in a Verification Report constitutes a separate Transaction. For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions. The above pricing reflects the rate for each 'successful' Transaction and is based on one single use/decision per Transaction.
- (4) **Overages.** If Agency exceeds the Annual Number of Transactions Included with the Annual Subscription Payment during any Term (Initial Term or Renewal Term), applicable Overage Charges will be charged for the remainder of the then-current Term on a per Transaction basis.

3. ADDITIONAL SERVICE FEES.

Internal EFX Use		
Annual Setup Fee	0210100037	\$0.00
Monthly Account Servicing Fee	0210100693	\$2,500.00

EXHIBIT 1
Participating County and Participating Entity Allocation Chart

Participating County and Participating Entity Allocation Chart					
July 1, 2024 - June 30, 2025					
Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation
Adams	43,500	\$11.09	\$482,415.00	\$2,089.00	\$484,504.00
Alamosa	1,540		\$17,078.60	\$75.00	\$17,153.60
Arapahoe	60,450		\$670,390.50	\$2,900.00	\$673,290.50
Archuleta	25		\$277.25	\$1.25	\$278.50
Baca	25		\$277.25	\$1.25	\$278.50
Bent	300		\$3,327.00	\$15.00	\$3,342.00
Boulder	15,250		\$169,122.50	\$730.00	\$169,852.50
Broomfield	4,000		\$44,360.00	\$192.00	\$44,552.00
Cheyenne	25		\$277.25	\$1.25	\$278.50
Clear Creek	100		\$1,109.00	\$6.00	\$1,115.00
Conejos	300		\$3,327.00	\$15.00	\$3,342.00
Crowley	450		\$4,990.50	\$21.00	\$5,011.50
Delta	1,925		\$21,348.25	\$93.00	\$21,441.25
Denver	77,750		\$862,247.50	\$3,734.00	\$865,981.50
Douglas	2,080		\$23,067.20	\$99.00	\$23,166.20
Eagle	2,960		\$32,826.40	\$141.00	\$32,967.40
El Paso	46,400		\$514,576.00	\$2,227.00	\$516,803.00
Elbert	350		\$3,881.50	\$18.00	\$3,899.50
Fremont	4,120		\$45,690.80	\$198.00	\$45,888.80
Garfield	1,620		\$17,965.80	\$78.00	\$18,043.80
Gilpin	25		\$277.25	\$1.25	\$278.50
Grand / Jackson	225		\$2,495.25	\$12.00	\$2,507.25
Gunnison	575		\$6,376.75	\$27.00	\$6,403.75
Huerfano	225		\$2,495.25	\$12.00	\$2,507.25
Jefferson	31,600		\$350,444.00	\$1,517.00	\$351,961.00
Kiowa	25		\$277.25	\$1.25	\$278.50
Kit Carson	650		\$7,208.50	\$30.00	\$7,238.50
La Plata / San Juan	2,150		\$23,843.50	\$102.00	\$23,945.50
Lake	650		\$7,208.50	\$30.00	\$7,238.50
Larimer	21,575		\$239,266.75	\$1,037.00	\$240,303.75
Las Animas	1,650	\$18,298.50	\$81.00	\$18,379.50	
Lincoln	25	\$277.25	\$1.25	\$278.50	
Mesa	8,400	\$93,156.00	\$402.00	\$93,558.00	
Moffat	575	\$6,376.75	\$27.00	\$6,403.75	

Participating County / Participating Entity	Minimum Number of Transactions Included with Annual Subscription	Rate	Minimum Annual Subscription Payment	Account Service Fee	Total Financial Obligation	
Montezuma	5,900		\$65,431.00	\$282.00	\$65,713.00	
Morgan	3,200		\$35,488.00	\$153.00	\$35,641.00	
Park	200		\$2,218.00	\$9.00	\$2,227.00	
Pitkin	525		\$5,822.25	\$24.00	\$5,846.25	
Prowers	3,120		\$34,600.80	\$150.00	\$34,750.80	
Pueblo	14,650		\$162,468.50	\$703.00	\$163,171.50	
Rio Grande / Mineral	2,080		\$23,067.20	\$99.00	\$23,166.20	
Routt	425		\$4,713.25	\$21.00	\$4,734.25	
San Miguel / Ouray	25		\$277.25	\$1.25	\$278.50	
Summit	350		\$3,881.50	\$18.00	\$3,899.50	
Teller	425		\$4,713.25	\$21.00	\$4,734.25	
Washington	75		\$831.75	\$3.00	\$834.75	
Weld	21,955		\$243,480.95	\$1,055.00	\$244,535.95	
Yuma	25		\$277.25	\$1.25	\$278.50	
CDHS SNAP QA	525		\$5,822.25	\$24.00	\$5,846.25	
HCPF	240,000		\$2,661,600.00	\$11,520.00	\$2,673,120.00	
Total	625,000		\$11.09	\$6,931,250.00	\$30,000.00	\$6,961,250.00

**Exhibit A
Agency Information**

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

Physical address of where verifications will be performed (if different than above).	
Onsite contact for onsite inspection.	Barry Pardus
Onsite contact email and phone number.	barry.pardus@state.co.us, (303) 866-3726

Additional User Information

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

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

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

Billing Information

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

Is Agency Tax Exempt? Yes No

If Yes, please submit tax exemption certificate.

Agency Type:

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

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

<input checked="" type="checkbox"/>	Food Stamps	<input checked="" type="checkbox"/>	TANF	<input checked="" type="checkbox"/>	MEDICAID
<input checked="" type="checkbox"/>	Child Support Enforcement	<input checked="" type="checkbox"/>	Daycare Assistance	<input checked="" type="checkbox"/>	Low-Income Energy Assistance
<input type="checkbox"/>	Pre-Employment	<input checked="" type="checkbox"/>	Work-related Assistance	<input type="checkbox"/>	Collections
<input checked="" type="checkbox"/>	Low-Income Housing	<input type="checkbox"/>	Mortgage Loans		
<input checked="" type="checkbox"/>	Other: (Please indicate other program(s) that will use this service: Child Support				

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

How many units does Agency have? n/a
 How many of those are subsidized units? n/a

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

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

If yes, please include the name: _____

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

Federal/State/County/City/Local/Government	Social Security Administration
Copy of program's application Income guidelines to determine eligibility	Copy of program's application Income guidelines to determine eligibility
Non-Profit / For-Profit Organizations	Third Party Vendor for Government Agency
Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a Federal/State/County/City/Local/Government Funding source	Copy of program's application Income guidelines to determine eligibility Affiliation (contract) with a Federal/State/County/City/Local/Government Funding source.
Housing Authority	Apartment Complex/Property Management
Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)	Copy of tenant's application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)

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

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-202474469-02; 202263659-02
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-202474469-02; 202263659-02
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)