

**PROWERS COUNTY, COLORADO BOARD OF COMMISSIONERS
TUESDAY, JUNE 23, 2026**

**COMMISSIONERS' BOARD ROOM, 2nd FLOOR OF COURTHOUSE
301 S. MAIN STREET, LAMAR, CO 81052**

8:00 a.m. Board of Human Services, Lanie Meyers-Mireles

8:30 a.m. Board of Health, Meagan Hillman

WORK SESSION

9:30 a.m. Yadira Reyes, Prowers County Deputy Treasurer
- Treasurer's Report

10:00 a.m. Jacob Rogers, Big Timbers Museum Curator
- Museum Update

10:30 a.m. BOCC
- Updates

MEETING AGENDA

1:00 p.m. Invocation

Pledge of Allegiance

Call Meeting to Order

Roll Call

CONSENT AGENDA ACTION ITEMS:

1. Consider approval of Adoption of Agenda
2. Consider approval of Payment of Bills Presented and of Voiding Checks, if any for all County Funds and DHS Funds which include WHC and H3C Funds
3. Consider approval of June 9, 2026 Permit Authority Board Special Meeting Minutes
4. Consider approval of June 9, 2026 BOCC Meeting Minutes

PUBLIC APPEARANCES

Anyone wishing to address the BOCC may do so at the discretion of the Board and subject to a three-minute limitation.

PUBLIC HEARING

Michelle Hiigel, Land Use Administrator
Public Hearing Re: A Resolution adopting a temporary moratorium
on processing Special Use Permit Applications for Data Center
Projects.

UPDATES

Boards and Committees
Commissioner’s updates

Don Wilson, County Administrator
County Administrator update

Rose Pugliese, Esq.
County Attorney update

PREVIOUSLY TABLED ACTION ITEMS:

1. None

ACTION ITEMS:

1. Consider approval of Resolution adopting a six month temporary moratorium on processing Special Use Permit Applications for Data Center Projects.
2. Consider approval of Department of Human Services Contract 27 IHGA 205685 between Colorado Department of Human Services Office of Economic Security Division of Economic and Workforce Support and Prowers County Department of Human Services for State Fiscal Year 2027 in the amount of \$25,010.00 purposes of allowing the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on incoming verification from The Work Number and authorizing Department of Human Services Director, Lanie Meyers-Mireles, to execute the Contract electronically.
3. Consider approval of State of Colorado Intergovernmental Grant Agreement Modification Agreement Amendment #2, CTGG1 QAAA 2027-TBD-A2 to Original Agreement Numbers CTGG1 QAAA 2026-120, GAE QAA 2026-145, and CMS 26 QAA 198840 between The Colorado Department of Early Childhood and Prowers County Department of Human Services effective SFY 2026 with initial term totaling \$92,135.00, Extension Terms for SFY 2027 totaling \$139,502.00 for a total of all State Fiscal Years of \$231,637.00 and authorizing Department of Human Services Director, Lanie Meyers-Mireles, to execute the Agreement electronically.
4. Consider ratifying 5-27-2026 email approval for transferring \$65,000 in Intercounty TANF funds from Bent County DHS to Prowers County DHS, with Prowers County assuming the corresponding Maintenance of Effort (MOE) for the fund purchase.

5. Consider approval of School Health Services Memorandum of Agreement between McClave School District and Prowers County Public Health & Environment for School nurse services in the amount of \$15,102.92 and authorizing Public Health Director, Meagan Hillman to execute the MOA.
6. Consider ratifying 6/15/2026 approval of payment of bills presented for County General Fund in the amount of \$115,104.73 and DHS & WHC in the amount of \$32,739.06, with a certification date of 6/16/2026.
7. Consider ratifying 6-8-2026 email approval poll to transfer \$40,000 in Intercounty TANF funds from Weld County DHS to Prowers County DHS, with Prowers County assuming the corresponding Maintenance of Effort (MOE) for the fund purchase and authorizing BOCC Chairman, Roger Stagner to execute the TANF Funds Transfer.
8. Consider approval of Contract Modification Amendment #3, 2027*0416 AMD3 to Original Contract 2025*086 Task Order 23 FAA 00042 between Colorado Department of Public Health & Environment and Prowers County Public Health Environment and authorizing Prowers County Public Health Director, Meagan Hillman to execute the Contract electronically.
9. Consider approval of acknowledgment of event date change for Fairgrounds Facility Rental Agreement with Vaqueros Saddle Club from September 5, 2026 to September 19, 2026. The Original Fairgrounds Facility Rental Agreement was approved by the Board of County Commissioners on 11/25/2025.
10. Consider ratifying 5-29-2026 email poll, approving a Grant Application for a SECOG Mini Grant in the amount of \$7,500 for contract services with Magellan Strategies for the employee survey.
11. Consider approval of appointing one (1) member to the East Prowers County Cemetery District, term to expire June 30, 2030.
12. Consider approval of Contract Amendment #4 between the Colorado Department of Human Services and Prowers County Department of Human Services to update the scope of work and budget to renew services for SFY27 for the operation of The Hotline County Connection Center. effective July 1, 2026 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the document electronically.
13. Consider approval of Contract Modification Amendment 1, 2024*0447 AMD1 to original Contract No. 23 FAA 00042 in the amount of \$159,390.00 between Colorado Department Public Health & Environment and Prowers County Public Health Environment for the provision of Environmental Health Services and authorizing Public Health Director, Meagan Hillman to execute the Contract electronically.

14. Consider approval of Underground and Utility Permit No. 990 for SECOM and VIVID Engineering Group to place approximately 2,515 LF of buried 48-strand Fiber Optic in 1.5" conduit, tracer wire and caution tape. The fiber will start at County Rd. PP going North down County Rd. 4 on the west side of County Rd. 4. There will be one pole set on County Rd. 4 for an Ariel cross over the Fort Lyons canal.

EXECUTIVE SESSION

- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions regarding LAWMA's Change Case No. 19CW3036.
- Executive Session pursuant to C.R.S. §24-6-402(4)(b) Conference with the attorney for the purposes of receiving legal advice on specific legal questions.

ADJOURN

NOTE: This Agenda is provided for informational purposes only. Action may be taken on any or all of the items. All times are approximate. If any given item is finished earlier than anticipated, the Commissioners may move on to the next item. The only exceptions are public hearings on items which have had published notices of a specific hearing time; those items will not begin until the specific time or after.

If you need assistance in participating in this meeting due to a disability as defined under the Americans with Disabilities Act, please call 719-336-8030 at least three days prior to the scheduled meeting to request an accommodation.



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/23/26

Submitter: Michelle Hiigel

Submitted to the County Administration Office on: 06/11/2026

Return Originals to: Michelle Hiigel

Number of originals to return to Submitter: 1

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval for the Resolution adopting a six month temporary moratorium on processing Special Use Permit Applications for Data Center Projects.

Justification or Background:

The moratorium will be imposed for six months to allow for Prowers County to complete and finalize amendments to the Special Use Permit Regulations.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____



RESOLUTION NO. 2026-__

**RESOLUTION IMPOSING A TEMPORARY MORATORIUM ON PROCESSING
SPECIAL USE PERMIT APPLICATIONS FOR DATA CENTER PROJECTS**

WHEREAS, the Board has promulgated permitting guidelines in the Prowers County Zoning Regulation (“Code”), adopted on February 16, 2006 and has been amended, mostly recently on March 24, 2026; and

WHEREAS, the Board has authority to regulate the use of land and to protect and promote the health, safety, and general welfare of the present and future inhabitants of Prowers County pursuant to Colorado law. C.R.S. §29-20-101, *et seq* (Land Use Control Enabling Act); C.R.S. §30-11-101(2) (concerning the adoption and enforcement of resolutions and ordinances regarding health, safety, and welfare issues as otherwise prescribed by law); C.R.S. §30-11-107 (concerning powers of Boards of County Commissioners); C.R.S. §30-28-115 (concerning the promotion of health, safety, convenience, order and/or welfare of the community through land use regulations).

WHEREAS, Section 24 of the Code provides for the process that amendments to the Code may be made; and

WHEREAS, Prowers County’s development of new data center projects has the potential for significant and broad impacts on the health, safety, and welfare of residents of Prowers County and on the environment, natural resources, and public recreation areas of Prowers County; and

WHEREAS, the Board reasonably anticipates that applications for permits to engage in development of new data center projects may be filed in Prowers County before the amended regulations can be considered and adopted; and

WHEREAS, the Board finds that this Resolution is necessary to preserve and evaluate potential broad impacts on public health, welfare, and safety of the present and future inhabitants of Prowers County and on the environment, natural resources, and public recreation areas; and

WHEREAS, the Board finds that a moratorium on processing Special Use Permit applications for efficient utilization of data center projects for six months is necessary to enable

Prowers County to complete its evaluation and finalize amendments to the Code as they pertain to development of new data center projects; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Prowers County that:

1. Effective immediately upon the adoption of this Resolution, the Board shall not accept the submission of, review, or act upon any applications for the development of data center projects wholly or partially located within the unincorporated territory of Prowers County.
2. This moratorium shall expire six months from the date of this Resolution, unless terminated earlier by Board action, or by adoption of amendments to the Code, or extended to finalize amendments to the Code.

This Resolution shall be in full force and effect upon its passage and adoption.

The Chairman declared the motion carried and so ordered.

ADOPTED this ____ day of June, 2026, by the Board of County Commissioners of Prowers County, Colorado.

Roger Stagner, Chairman

Ty Harmon, Commissioner

Ron Cook, Commissioner

ATTEST:

Jana Coen, County Clerk

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: June 23, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: June 4, 2026

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of Department of Human Services Contract 27 IHGA 205685 between Colorado Department of Human Services Office of Economic Security Division of Economic and Workforce Support and Prowers County Department of Human Services for State Fiscal Year 2027 in the amount of \$25,010.00 purposes of allowing the County to participate with the State acting as a pass-through entity to benefit from bulk pricing on incoming verification from The Work Number and authorizing Department of Human Services Director, Lanie Meyers-Mireles, to execute the Contract electronically. .

Justification or Background:

Child Support and Economic Security staff utilize The Work Number to verify employment and income.

Fiscal Impact: This item is budgeted in the following account code: **6-4-2026**

County: \$ _____ Federal: \$ _____ State: _____ Other:

Approved by the County Attorney on:

Additional Approvals (if required):

PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.

THANK YOU!



State of Colorado Department of Human Services Contract

Signature and Cover Pages

<p>CMS #: 27 IHGA 205685</p> <p>State Agency Colorado Department of Human Services Office of Economic Security Division of Economic and Workforce Support</p> <p>Contract Maximum Amount Initial Term State Fiscal Year 2027 \$25,010.00</p> <p>Extension Terms None</p> <p>Maximum Amount for All Fiscal Years \$25,010.00</p> <p>Pricing/Funding Price Structure: Fixed Price Contractor shall invoice: Monthly Fund Source: CFMS</p>	<p>eClearance#: 2607354</p> <p>Contractor Prowers County</p> <p>Contractor’s State of Incorporation: Colorado</p> <p>Contract Performance Beginning Date The later of the Effective Date or July 1, 2026</p> <p>Initial Contract Expiration Date June 30, 2027</p> <p>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.</p> <p>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</p>
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Insurance

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

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

State Representative

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

Miscellaneous

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

Contractor Representative

Lanie Meyers-Mireles
 Director
 Prowers County Human Services
 1001 South Main Street
 Lamar, CO 81052
 (719) 336-7486 Ext. 104
 Dhsdirector@prowerscounty.net

Exhibits

The following Exhibits are attached and incorporated into this Contract:

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

Contract Purpose

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

Signature Page Begins on Next Page

The rest of this page is intentionally left blank.



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
Prowers County

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

By: Lanie Meyers-Mireles, Director

By: Shelley Banker, Director
Office of Economic Security

Date: _____

Date: _____

[2nd State or Contractor Signature
if Needed]

Legal Review
Philip J. Weiser, Attorney General

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

By: Assistant Attorney General

Date: _____

Date: _____

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

State Controller
Robert Jaros, CPA, MBA, JD

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

Effective

Date: _____

-- Signature and Cover Pages End --



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1. Parties

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the “Contractor”), and the STATE OF COLORADO acting by and through the Department of Human Services (the “State” or “CDHS”). Contractor and the State agree to the terms and conditions in this Contract.



2. Term and Effective Date

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

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

C. Extension Terms - State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §23 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension



Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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



Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **“Breach of Contract”** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays as listed in §24-11-101(1) C.R.S.
- C. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- D. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.
- E. **“Contract”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the “main body” of this Contract exclusively.
- F. **“Contract Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.



- G. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 et. seq., C.R.S.
- H. **“Deliverable”** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Contractor’s Work that is intended to be delivered to the State by the Contractor.
- I. **“Effective Date”** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.
- J. **“End of Term Extension”** means the time period defined in §2.D.
- K. **“Exhibits”** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract.
- L. **“Extension Term”** means the time period defined in §2.C.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. **“Information Technology”** means
 - i. Any technology and equipment described in §24-37.5-102(12), C.R.S. and any related Work or Deliverable(s);
 - ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; or



- iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in information technology.
- P. **“Initial Term”** means the time period defined in §2.B.
- Q. **“Party”** means the State or Contractor, and **“Parties”** means both the State and Contractor.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by State or federal law.
- S. **“PHI”** means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the Federal Health Insurance Portability and Accountability Act.
- T. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. **“PII”** shall also mean **“Personal Identifying Information”** as set forth in § 24-74-102, et. seq., C.R.S.
- U. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- V. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject



to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- W. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- X. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Y. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Z. **“Subcontractor”** means any third-parties engaged by Contractor to aid in performance of the Work.
- AA. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax information includes but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- BB. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor



for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. Payments to Contractor

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Contract.



ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are



delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §23 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. Reporting – Notification

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter. Contractor acknowledges that all Quarterly Reports under this Contract are subject to the Colorado False Claims Act, §§24-31-1204, *et seq.*, C.R.S.

B. Litigation Reporting

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



C. Performance Outside the State of Colorado or the United States, §24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services, including accessing State Records or the State's Information Technology, outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

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

7. Contractor Records

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of:

- i. the date three years after the date this Contract expires or is terminated,
- ii. final payment under this Contract is made,
- iii. the resolution of any pending Contract matters, or
- iv. if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been



resolved (the “Record Retention Period”).

B. Inspection

Contractor shall permit the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor’s office or place of business, or

at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor’s performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor’s performance in a manner that does not unduly interfere with Contractor’s performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor’s records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. Confidential Information-State Records

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, as required by law or approved in writing by the State. Contractor shall provide for, and shall require all Subcontractors with access to provide for, the security of all State Records, including State Confidential Information in accordance with all applicable laws, rules, policies, publications and guidelines, including those promulgated by the Governor’s Office of Information Technology. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the



security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information (“FTI”) attached to this Contract as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State’s Principal Representative, identified on the Cover Page of this Contract.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

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



D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall

be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State, at no additional cost to the State. The State may adjust or direct modifications to this plan in its sole discretion, and Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "third-party service provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. in addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with federal immigration enforcement. If Contractor is given direct access to any State



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

9. Conflicts of Interest

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of Contract.

B. Apparent Conflicts of Interest

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

C. Disclosure To the State

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

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



10. Insurance

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract to the extent that such insurance policies are required as shown on the Signature

and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

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

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.



- iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of \$250,000 or less, Contractor shall maintain limits of not less than \$50,000.
- iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of \$500,000 or less, Contractor shall maintain limits of not less than \$100,000.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

If the Contract involves Information Technology related scope, liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

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



per claim

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

H. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

I. Primacy of Coverage

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

J. Cancellation

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

K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. Public Entities

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



meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage

required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. Breach of Contract

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

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

i. Termination for Breach of Contract

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

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall immediately terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If the State has made any advance payments to the Contractor for any work that has not been performed by the Contractor and accepted by the State as of the date of termination, Contractor shall return such payments to the State within thirty (30) days. If, after termination by the State, the State agrees that Contractor was not in Breach of Contract or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the



public interest under §2.E.

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be



contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. State's Right of Removal

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. Dispute Resolution

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §14.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDHS as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any



decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the Executive Director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

15. Notices and Representatives

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. Rights in Work Product and Other Information

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and

v.4.13



methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor

assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of The State

Except to the extent specifically provided elsewhere in this Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.



C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, “Contractor Property”). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement:

- i. entered into as exhibits to this Contract;
- ii. obtained by the State from the applicable third-party vendor; or
- iii. in the case of open source software, the license terms set forth in the applicable open source license agreement.

17. Statewide Contract Management System

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State’s contract management system (“Contract Management System” or “CMS”). Contractor’s performance shall be subject to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

18. General Provisions

A. Assignment

Contractor’s rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor’s rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor



shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

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

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.



H. Digital Signatures

If any signatory signs this Contract using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. HIPAA Business Associate Agreement (if any).
- ii. Federal Provisions (if any).
- iii. Colorado Special Provisions in §19 of the main body of this Contract.
- iv. Information Technology Provisions Exhibit (if any).
- v. The provisions of the other sections of the main body of this Contract.
- vi. PII Certification (if any)
- vii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

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



Contract.

M. Severability

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

N. Survival of Certain Contract Terms

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

O. Taxes

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

P. Third Party Beneficiaries

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

Q. Waiver

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



R. Cora Disclosure

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

S. Standard and Manner of Performance

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

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations, including documentation from Colorado's Secretary of State necessary to demonstrate that Contractor is authorized to do business in the State, required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

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

U. Indemnification

i. Applicability

This entire §18.U does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts



(including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, hold harmless, and assume liability on behalf of the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

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

V. Accessibility

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

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

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

V. Use of Artificial Intelligence Systems

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



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

X. Other

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

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

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

These Special Provisions apply to all contracts except where noted.

A. Statutory Approval. §24-30-202(1), C.R.S.

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

B. Fund Availability. §24-30-202(5.5), C.R.S.

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

C. Governmental Immunity.

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



D. Independent Contractor.

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

E. Compliance With Law.

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

F. Choice of Law, Jurisdiction, and Venue.

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

G. Prohibited Terms.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109, C.R.S. Any provision in the contract limiting contractor's liability shall not apply to any HIPAA Business Associate's liability under this agreement, which shall not be limited.



H. Software Piracy Prohibition.

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

I. Employee Financial Interest/Conflict of Interest. §§4-18-201 and 24-50-507, C.R.S.

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

J. Vendor Offset and Erroneous Payments. §§4-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for:

- i. unpaid child support debts or child support arrearages;
- ii. unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.;
- iii. unpaid loans due to the Student Loan Division of the Department of Higher Education;
- iv. amounts required to be paid to the Unemployment Compensation Fund; and
- v. other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any



other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. Department of Human Services Provisions

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a “federal health care program” as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State’s Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State’s Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions On Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 - 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 - 103.

D. Discrimination

Contractor shall not:

- i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any



other identity.

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

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

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

- i. submit to and successfully pass a criminal background check, and
- ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

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



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

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

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

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

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

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



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

22. Federal Provisions

A. Applicability of Provisions.

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

B. Compliance.

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



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

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

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

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

- i. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is \$250,000.
- ii. **All contracts in excess of \$10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- iii. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal



Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- iv. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- v. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible



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

- vi. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- vii. **Clean Air Act (42 U.S.C. 7401-7671q.) and the federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. **Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.



- ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- x. **Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216**
 - a. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
 - 1) Procure or obtain;
 - 2) Extend or renew a contract to procure or obtain; or
 - 3) Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- xi. **Contracts with small and minority businesses, women’s business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.
- xii. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or



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

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

E. Termination for Convenience of the Government

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

F. Event of Default.

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

v.4.13



COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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

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23. Sample Option Letter

SAMPLE OPTION LETTER (If Applicable)

1. **State Agency**
[Insert Department’s or IHE’s Full Legal Name]
2. **Contractor**
[Insert Contractor’s Full Legal Name, including “Inc.”, “LLC”, etc...]
3. **Current Contract Maximum Amount**
Initial Term
[State Fiscal Year 20xx \$0.00]
- Extension Terms**
[State Fiscal Year 20xx \$0.00
State Fiscal Year 20xx \$0.00
State Fiscal Year 20xx \$0.00
State Fiscal Year 20xx \$0.00]
- Total for All State Fiscal Years [\$0.00]

1. Options:

Option Letter Number

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

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

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

Contract Performance Beginning Date
[Month Day, Year]

Current Contract Expiration Date
[Month Day, Year]



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

1. Required Provisions:

- A. **%For use with Option 1(A):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **%For use with Options 1(B and C):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Contract, as amended.
- C. **%For use with Option 1(D):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in [Exhibit/Section] [Number/Letter]. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **%For use with Option 1(E):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.,] which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Number].
- E. **%For use with all Options that modify the Contract Maximum Amount:%** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

2. OPTION EFFECTIVE DATE:

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

Sample Only - Do Not Sign

Signature page begins on next page.



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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:
Name & of Title Person

By:
Telly Belton/Toni

Date: _

Option Effective Date: _____

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

Sample Only re Option Letter - Do Not Sign

Exhibit A- Statement of Work & Budget

A. Background

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

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

B. Payment

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

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

C. Annual Minimum

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

I

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

Flat Rate charged monthly based on annual cost / 12

D. Miscellaneous Provisions

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

2. The Work Number Agreement is for the benefit of County. Any amendments or changes to the Work Number Agreement or any new Schedule A or amendments to Schedule A must be signed by or approved by a person authorized by the governing body for each County in accordance with the County's local procedures prior to the amendment or change being effective as to a participating county. The State shall not execute amendments or revisions to the Work Number Agreement or Schedule A that bind any participating county without the participating counties' consent as provided herein.

3. County's liability for any unpaid fees owed under this Contract or the Work Number Agreement shall survive termination of this Contract as to County who

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

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

Budget FY27

This table represents each county's financial obligation:

Participating County and Participating Entity Allocation Chart

Unlimited

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

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

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

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

UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number® Social Services

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

RECITALS:

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

NOW, THEREFORE, EVS and CDHS agree as follows:

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

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

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

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

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

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

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

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

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

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

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

4. PARTICIPATING COUNTY USE OF SERVICE.

Data on the Service may be accessed by Participating County to verify Consumer's employment status ("The Work Number® 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.

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

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

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

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

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

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

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

TALX Corporation,
provider of Equifax Verification Services

By (signature): [Signature]
Name (print): Levitta Love
Title: DES Director
Date: 8.26.15

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

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

COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER

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

Date: 8/27/15

**UNIVERSAL SERVICE AGREEMENT
Exhibit 1**

PARTICIPATION AGREEMENT

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

Effective Date:

Participating County Information:

Location ID:	
Location Name:	Human Services Building
Main Contact:	Janice Luzzi
Main Contact Email Address:	jluzzi@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): Manuel Berg for Junius Johnson
 Name (print): Manuel Berg for Junius Johnson
 Title: County Director
 Date: 1.9.3.15

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

UNIVERSAL MEMBERSHIP AGREEMENT
for
The Work Number[®] Social Services

Attachment I to Exhibit I

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

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

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

Participating County: 30

Signed By: Mary C Berg for Lynn Johnson

Printed Name and Title: Mary C Berg, Deputy Director

Account Number: _____

Date: 9.3.15

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Name: _____

Title: _____

Mailing Address: _____

E-Mail Address: _____

Phone: _____ Fax: _____

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

§ 2480e. Consumer consent

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

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

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

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

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

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

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

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

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

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

Exhibit C

AMENDMENT 17 TO: THE UNIVERSAL MEMBERSHIP AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Amendment 17 may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

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

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

STATE OF COLORADO

Jared Polis, GOVERNOR

Colorado Department of Human Services

Michelle Barnes, Executive Director

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

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

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

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

**COLORADO DEPARTMENT OF HUMAN SERVICES
CONTROLLER**

By (signature): _____

Name/Title: (print): _____

Date: _____

SCHEDULE A
TO THE UNIVERSAL MEMBERSHIP AGREEMENT
 EQUIFAX VERIFICATION SERVICES

“Agency”:	The State of Colorado, Colorado Department of Human Services
“Effective Date” of this Schedule A:	July 1, 2026
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:	Shelley Banker	Phone / Fax:	720-333-4521
Title:	Director	Email:	shelley.banker@state.co.us
Supervisor:	Michelle Barnes	Supervisor Email:	michelle.barnes@state.co.us

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

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

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

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

SCHEDULE A-1

SERVICE DESCRIPTIONS / ADDITIONAL TERMS AND CONDITIONS

1. SERVICE DESCRIPTIONS

A. The Work Number® Services.

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

2. ADDITIONAL TERMS AND CONDITIONS

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

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

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

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

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

E. Input Requirements.

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

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

F. Delivery.

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

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

SCHEDULE A-2

PAYMENT TERMS AND SERVICE PRICING

1. PAYMENT TERMS AND CONDITIONS.

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

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

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

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

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

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

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

2. SERVICE PRICING.

A. Third Party Fees Applicable to All Services.

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

B. The Work Number® Services

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

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

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. Should the Agency cancel prior to the end of the month, that month shall be considered part of the remaining Annual Subscription Payment. The Annual Subscription Payment for the Service(s) listed above will be payable as the transactions come in. At the end of the Term, the amount paid and/or invoiced at that time for the Transactions made will then be due and payable.
- (3) **Transaction.** A ‘Transaction’ is defined by a database search which returns data in the form of a Verification Report. A ‘Verification Report’ is the output file returned from a database search containing various employer records. Each employer returned in a Verification Report constitutes a separate Transaction. For example, two (2) employers returned in a Verification Report will count as two (2) separate Transactions.

3. ADDITIONAL SERVICE FEES.

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

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

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

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

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

**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.	<u>Shelley Banker - CDHS</u>
Onsite contact email and phone number.	shelley.banker@state.co.us

Additional User Information

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

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

Please provide the names, fax numbers and e-mail addresses of up to five (5) additional users.

Note: The "Main Contact" above will have the ability to add users via the webManager function.

WebManagers have the ability to add, manage and approve users within the organization. If

Agency has additional users, once Agreement is accepted, Agency will receive more information on how to register users.

Billing Information

Billing Contact:	Jacques Livingston	Billing Address:	1575 Sherman Street
Billing Contact Title:	Chief Financial Officer	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		

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	Copy of program’s application
Income guidelines to determine eligibility	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 Copy of tenant’s application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)	Apartment Complex/Property Management Copy of tenant’s application Income guidelines for low-income housing Complete HUD Schedule or Rural Development Rent Schedule or L.U.R.A. (Land Use Restriction Agreement)

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

UNIVERSAL MEMBERSHIP AGREEMENT

Exhibit 1-A

PARTICIPATION AGREEMENT FOR PARTICIPATING ENTITY

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

Effective Date:

Participating Entity Information:

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

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

Agreed:

Participating Entity

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

TALX Corporation,

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

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

VERMONT FAIR CREDIT REPORTING CONTRACT CERTIFICATION

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

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

Participating Entity:

Signed By: _____

Printed Name and Title: _

Account Number: __

Date: ____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting

Compliance Name: __

Title: ____

Mailing Address: ____

E-Mail Address: ____

Phone: ____ Fax: ____

Attachment 1-A to Exhibit 1-A Continued

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

§ 2480e. Consumer consent

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

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

or

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

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

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

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

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

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.

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: June 23, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: June 4, 2026

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of State of Colorado Intergovernmental Grant Agreement Modification Agreement Amendment #2, CTGG1 QAAA 2027-TBD-A2 to Original Agreement Numbers CTGG1 QAAA 2026-120, GAE QAA 2026-145, and CMS 26 QAA 198840 between The Colorado Department of Early Childhood and Prowers County Department of Human Services effective SFY 2026 with initial term totaling \$92,135.00, Extension Terms for SFY 2027 totaling \$139,502.00 for a total of all State Fiscal Years of \$231,637.00 and authorizing Department of Human Services Director, Lanie Meyers-Mireles, to execute the Agreement electronically.

Justification or Background:

Prowers County dba Prowers County Department of Human Services shall be the fiscal agent for Prowers County Early Childhood Council dba Roots & Wings for Children. Statutorily Early Childhood Councils (ECC) support the effective delivery of early childhood services in the areas of early care and education, family support, mental health, and health. ECCs increase and sustain the quality, accessibility, capacity, and affordability of early childhood services for children and their parents. ECCs provide local level support for licensed programs required to participate in Colorado Shines by offering technical assistance and quality improvement supports to programs pursuing higher quality levels. The Councils include the following programs: Early Childhood Systems Building (ECSB), Colorado Shines Quality Improvement (CSQI), Program Navigator and Expanding Quality in Infant and Toddler Care Initiative (EQIT). This amendment extends the Agreement Expiration Date, increases funds for State Fiscal Year 2027 (SFY27), updates the order of precedence, amends Exhibits A, B, C, D, E and G.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: _____ Other:

Approved by the County Attorney on: 6-4-2026

Additional Approvals (if required):

State of Colorado Contract Modification Contract Amendment #3

State Agency

Colorado Department of Public Health and Environment

Contractor

Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of Prowers County Public Health

Original Contract Number

2025*0086

Main Task Order Number

23 FAA 00042

Amendment Contract Number

2027*0416 AMD3

Contract Performance

Beginning Date

September 13, 2024

Current Contract

Expiration Date

June 30, 2027

Current Contract

Maximum Amount

Initial Term

State Fiscal Year 2025: \$157,372.98

Extension Terms

State Fiscal Year 2026: \$294,402.06

State Fiscal Year 2027: \$156,094.00

Total for All State Fiscal Years:

\$607,869.04

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

Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of Prowers County Public Health

State of Colorado

Jared S. Polis, Governor
Colorado Department of Public Health and Environment
Jill Hunsaker Ryan, MPH, Executive Director

By: FULL NAME

TITLE

Date: _____

By: Chelsea Gilbertson, Procurement & Contracts Section Director

Date: _____

State Controller

Robert Jaros, CPA, MBA, JD

Amendment Effective Date:

By: Kurt Williams, Controller

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

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 of 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 1, 2026, whichever is later and shall terminate on the termination of the Contract.

4. Purpose

The Parties entered into the agreement to improve healthcare preparedness, response, and recovery capabilities within Healthcare Coalitions (HCC’s) by improving individual Community Health Center (CHC) preparedness, networking, and the hospitals level of

participation within the regional HCCs.

As of the Effective Date of this Amendment, the Parties now desire to increase the Contract Maximum Amount, extend the Contract for an additional year term, add funding for the additional year term, replace the Additional Provisions, replace the Statement of Work, and replace the Budget.

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. The Parties now agree to modify the Additional Provisions of the Contract. The Exhibit A, Additional Provisions of the Contract is hereby deleted and replaced with Exhibit B, Statement of Work, Section VIII. Additional Provisions. All references to the Exhibit A, Additional Provisions shall now be deemed to be references to the Exhibit B, Statement of Work, Section VIII. Additional Provisions.
- D. The Parties now agree to modify the Contract's Exhibit B, Statement of Work. The Exhibit B, Statement of Work of the Contract is hereby deleted and replaced with the Exhibit B, Statement of Work attached to this amendment.
- E. The Parties now agree to modify the Contract's Exhibit C, Budget. The Exhibit C, Budget of the Contract is hereby deleted and replaced with the Exhibit C, Budget attached to this amendment.

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.

Statement of Work

To Original Contract Number CT 2025*0086

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above, as amended.

I. Entity Name: BOCC of Prowers County

II. Project Description

This Public Health project provides the pathway to fund HealthCare Coalitions (HCCs) through fiscal agents. HCCs are the regional structure to prepare for, respond to, and recover from threats to the healthcare system by providing situational awareness, coordination, communication, and resource management throughout Colorado. The federal Hospital Preparedness Program (HPP) grant mandates that HCCs meet membership criteria to collaborate with Emergency Medical Services (EMS), hospitals, Regional Emergency Medical and Trauma Advisory Councils (RETACs), Public Health partners, Emergency Managers, and the Colorado Department of Public Health and Environment (CDPHE) Office of Emergency Preparedness (OEPR) Medical Operations. HCCs develop plans, provide training, conduct exercises, respond to medical system emergencies, and lead improvement initiatives in alignment with the HPP Notice of Funding Opportunity (NOFO) as well as local needs within each HCC region. Any healthcare facility or agency impacted by disasters that may impact the healthcare system benefit from this program. It protects the health and safety of the healthcare system from all hazards to all communities improving health and safety of any individual interacting with Colorado's medical system.

III. Definitions

- A. AAR - After-Action Report
- B. AAR/IP After-Action Report Plan/Improvement Plan
- C. AFN - Access and Functional needs
- D. ASPR - Administration for Strategic Preparedness and Response
- E. CA - Clinical Advisor
- F. CDPHE - Colorado Department of Public Health and Environment
- G. CMIST - Communication, Maintaining Health, Independence, Services, Transportation
- H. Compliance concerns - any concerns or issues discovered by or anticipated by the Contractor regarding complying with the requirements, deliverables, and/or obligations of this Contract and/or this SOW.
- I. COOP- Continuity of Operations Plan
- J. CO-SHARE - Google web page which hosts grant resources and reporting
- K. EMS - Emergency Medical Services
- L. FTE - Full-time equivalent
- M. HCC - Health Care Coalition

- N. HIPAA - Health Insurance Portability and Accountability Act
- O. Hospital Preparedness Program
- P. HVA - Hazard Vulnerability Assessment
- Q. IP - Improvement Plan
- R. HSEEP - Homeland Security Exercise and Evaluation Program
- S. LPHA - Local Public Health Agency
- T. MRSE - Medical Response and Surge Exercise
- U. NOFO - Notice of Funding Opportunity. The NOFO includes the [The NOFO 2024-2028](#) and the [HPP Grant Guidance](#)
- V. The NOFO 2024-2028 and the BP3 NOFO HPP Continuation Guidance are incorporated and made part of the contract by reference.
- W. OEPR - Office of Emergency, Preparedness and Response
- X. RRC - Readiness and Response Coordinator
- Y. RESPTCs - Regional Emerging Special Pathogen Treatment Centers
- Z. RETAC - Regional Emergency Medical and Trauma Advisory Council
- AA. SOW - Statement of Work, this Exhibit to the Contract that outlines the work to be completed by the Contractor including the project's goal, objectives, activities, standards and requirements, deliverables, and timelines.

IV. Work Plan

Program Goal #1: To support capabilities of state, regional, and local partners to respond effectively to threats that impact medical system stability within Colorado.

Project Objective #1: No later than the expiration date of this Contract, the Contractor shall support regional HCC operations and sustainability.

Primary Activity (PA) #1: The Contractor shall support regional HCC administrative operations.

PA #1 Sub-Activity(ies):

1. The Contractor shall maintain timely communications with OEPR HPP staff.
2. The Contractor shall provide notice of any compliance concerns.
3. The Contractor shall develop a collaborative plan to resolve any compliance concerns.
4. The Contractor shall maintain current HCC contact information.
5. The Contractor shall comply with all invoicing requirements in Section VIII.A of this SOW.
6. The Contractor shall fund both the RRC and CA roles for the HCC to a total of

- at least 1.0 FTE.
7. The Contractor shall maintain HCC funded CA role information.
 8. The Contractor shall communicate any change in the CA's employment to OEPR HPP staff within five (5) business days of awareness of change in clinical service status.
 9. The Contractor shall submit the subaward for the current contract period.
 10. The Contractor shall submit the budget for the current contract period.
 11. The Contractor's HCC funded roles shall comply with conflict of interest disclosures.
 12. The Contractor's HCC funded roles shall comply with healthcare cybersecurity safety practices.
 13. The Contractor shall maintain documentation showing that the HCC funded roles have reviewed and agreed to comply with the healthcare cybersecurity safety practices.
 14. The Contractor's HCC funded roles shall comply with workplace safety practices.
 15. The Contractor shall maintain documentation showing that the HCC funded roles have reviewed and agreed to comply with the workplace safety practices.
 16. The Contractor's HCC funded roles shall comply with a zero-tolerance toward hostility in the workplace policy.
 17. The Contractor shall maintain documentation showing that the HCC funded roles have reviewed and agreed to comply with the zero-tolerance toward hostility in the workplace policy.
 18. The Contractor shall submit the documentation showing HCC funded roles have reviewed and agreed to comply with the above policies and practices to CDPHE upon request.
 19. The Contractor shall maintain a current HCC website.
 20. The Contractor shall facilitate Regional HCC Meetings.
 21. The Contractor shall create an agenda for each Regional HCC Meeting.
 22. The Contractor shall maintain minutes for each Regional HCC Meeting.
 23. The Contractor shall submit Regional HCC Meeting Minutes to HCC members.
 24. The Contractor shall submit Regional HCC Meeting Minutes to OEPR HPP staff upon request.
 25. The Contractor shall submit Budget Reports from Regional HCC Meetings to OEPR HPP staff.
 26. The Contractor shall deliver a presentation at one (1) HCC Quarterly Meeting during the current contract period.
 27. The Contractor shall participate in all Required Meetings.
 28. The Contractor shall develop a Budget Workshop for the HCC.
 29. The Contractor shall facilitate the Budget Workshop for the HCC.
 30. The Contractor shall maintain documentation of the Budget Workshop facilitated for the HCC.

31. The Contractor shall develop a draft annual budget for the next State Fiscal Year.

PA #1 Standards and Requirements:

1. The Contractor's timely communications shall consist of responses to the following OEPR HPP staff roles within five (5) business days of any request or communication:
 - a. OEPR HPP Coordinator
 - b. OEPR HPP Contract Monitor
2. The Contractor's notice of compliance concerns shall be submitted within five (5) business days of discovery of the compliance concern to the following OEPR HPP staff roles.
 - a. OEPR HPP Coordinator
 - b. OEPR HPP Contract Monitor
3. The Contractor's collaborative plan to resolve compliance concerns shall be created with the input of the following representatives:
 - a. OEPR HPP Staff
 - b. The Contractor
 - c. The RRC
 - d. HCC representatives as requested by the Contractor.
 - e. HCC representatives as requested by HPP staff.
4. The Contractor's current HCC information shall be maintained in [CO-SHARE](#). CO-SHARE is hosted on the CDPHE website and is incorporated and made part of this contract by reference.
5. The Contractor's current HCC information shall include the following:
 - a. HCC contact list
 - b. HCC communications
 - c. HPP deliverables
 - d. HCC Work Plan
 - e. HCC Rubrics
6. The Contractor's HCC funded CA shall provide clinical input into planning, training and exercises.
7. The Contractor's HCC funded CA shall maintain clinical employment outside of the HCC.
8. The Contractor's HCC funded CA role information shall:
 - a. Include the CA's current Position Title from their non-HCC employment.
 - b. Include the CA's current average monthly time commitment to their non-HCC employment.
 - c. Outline the CA's percent of time spent working for the HCC.
 - d. Include the CA's current non-HCC employer.
9. The Contractor shall submit the subaward for the current contract period in CO-

SHARE.

10. The Contractor shall submit the subaward to the [ASPR Cooperative Agreement Community](#). The ASPR Cooperative Agreement Community is incorporated and made part of the contract by reference.
11. The Contractor shall submit the budget for the current contract period to the [ASPR Cooperative Agreement Community](#).
12. The Contractor's HCC funded roles conflict of interest disclosures shall include:
 - a. The individual's name.
 - b. The HCC funded role.
 - c. A detailed description of any work that the individual is compensated for outside of the HCC funded role.
 - i. The detailed description shall include, at minimum: job titles, job descriptions, and employer information.
 - d. Approval from the individual in the form of their signature.
 - e. Approval from the Contractor in the form of a signature.
13. The Contractor shall determine the appropriate healthcare cybersecurity practices for the HCC funded roles to comply with.
14. The Contractor shall determine the appropriate workplace safety expectations for the HCC funded roles to comply with.
15. The Contractor shall determine the appropriate zero-tolerance toward hostility in the workplace policy for the HCC funded roles to comply with.
16. The Contractor's current HCC website must include the following:
 - a. The regional boundaries of the HCC.
 - b. The meeting agendas from the most recent 12 months of meetings.
 - c. The meeting schedule for the current contract period.
 - d. Emergency response notifications information for local partners
17. The Contractor shall update the HCC website within ten (10) business days of any information changes.
18. The Contractor shall send Regional HCC Meeting invitations at least ten (10) days in advance of the meeting to:
 - a. HCC members.
 - b. The OEPR HPP Coordinator.
 - c. The OEPR HPP Contract Monitor.
 - d. Other interested parties as determined by the Contractor or requested by CDPHE staff.
19. The Contractor's Regional HCC Meeting Agendas shall be made available on the HCC's webpage seven (7) calendar days in advance of each meeting.
20. The Contractor's Regional HCC Meeting Agendas shall include:
 - a. Discussion Topics
 - b. Budget report out
 - c. Action items
21. The Contractor's Regional HCC Meeting Minutes shall include:

- a. Attendees names.
 - b. Attendees roles.
 - c. Notes on each topic discussed in the meeting.
 - d. Any action items for vote.
 - e. Voting results of any vote.
22. The Contractor's Budget Reports during Regional HCC Meetings shall include:
- a. The original contract amount
 - b. Expenses disbursed
 - c. Remaining funds
 - d. Provide updates on allowable expenses compliant with:
 - i. the HCC Work plan
 - ii. The most current OEPR HPP staff approved budget
23. The Contractor's presentation at one (1) HCC Quarterly Meeting shall cover one of the following topics:
- a. A case study of a real-world event during the current contract period;
 - b. A best practice on a deliverable due in the current or future federal HPP grant budget periods.
 - c. Another topic if approved by OEPR HPP staff at least ten (10) days in advance of the presentation.
24. The Contractor's presentation at one (1) HCC Quarterly Meeting shall :
- a. Include clear objectives.
 - b. Identify barriers.
 - c. Include outcomes.
 - d. Include lessons learned
 - e. Include best practices
25. The Contractor shall ensure the RRC or the RRC's designee attends each of the following Required Meetings:
- a. One (1) of the following:
 - i. National HCC Conference
 - ii. National Association of County and City Health Officials
 - b. OEPR HPP staff hosted HCC meetings including:
 - i. Colorado HCC Quarterly meetings
 - ii. Situational Awareness meetings
 - c. OEPR HPP staff hosted exercises
 - d. One (1) AFN CMIST meeting during the current contract period
26. The Contractor's Budget Workshop documentation shall include:
- a. The Attendees
 - b. The date of workshop
 - c. Potential contractors to support HCC work
 - d. Funds disbursed
 - e. Upcoming expenses
 - f. Spend down plan
 - g. Any issues with budget spend plan
27. The Contractor's annual budget for the next State Fiscal Year must:

- a. Be submitted on the OEPR provided template
- b. Fund both the RRC and CA roles to a total of at least 1.0 FTE.
- c. Fund travel for at least one HCC representative to attend OEPR hosted in-person HCC Quarterly Meetings.
- d. Fund travel for at least one HCC representative to Required Meetings.
- e. Only fund travel that supports Regional HCC priorities that align with HPP grant priorities per the NOFO.
- f. Be accompanied by an itemized list of anticipated equipment purchases to include:
 - i. Equipment name
 - ii. Equipment description
 - iii. Anticipated cost per unit
 - iv. Desired number of units

PA #1 Deliverable(s):

Deliverable #1: The Contractor shall submit the subaward.

Due: No later than 90 days of the start of the HPP budget period

Deliver To: [ASPR Cooperative Agreement Community](#)

Deliverable #2: The Contractor shall submit the budget for the current contract period.

Due: No later than 30 days from the effective date of the current contract period

Deliver To: [ASPR Cooperative Agreement Community](#)

Deliverable #3: The Contractor shall deliver the documentation showing HCC funded roles have reviewed and agreed to comply with the disclosures, policies, and practices outlined in this SOW.

Due: No later than five (5) business days following a request from OEPR HPP staff.

Deliver To: HPP Contract Monitor

Deliverable #4: The Contractor shall deliver Regional HCC Meeting Minutes.

Due: No later than five (5) business days following OEPR HPP Staff request

Deliver To: HPP Contract Monitor

Deliverable #5: The Contractor shall submit Regional HCC Meeting Budget Reports.

Due: No later than ten (10) business days after each Regional HCC Meeting.

Deliver To: Upload to CO-SHARE

Deliverable #6: The Contractor shall deliver the draft annual budget for the next State Fiscal Year.

Due: No later than 75 calendar days prior to the expiration of the current contract period.

Deliver To: Upload to CO-SHARE

Primary Activity (PA) #2: The Contractor shall support regional HCC emergency preparedness and response activities.

PA #2 Sub-Activity(ies):

1. The Contractor shall update the HCC Work Plan every month of the current contract period.
2. The Contractor shall complete the CDPHE provided rubrics template to ensure all criteria are met for each deliverable.
3. The Contractor shall notify the OEPR HPP Coordinator and the OEPR HPP Contract Monitor of completion of the rubrics template.
4. The Contractor shall submit the current Governance documentation.
5. The Contractor shall submit the current Jurisdictional documentation.
6. The Contractor shall submit the required assessments for the current contract period.
7. The Contractor shall submit the required plans for the current contract period.
8. The Contractor shall facilitate all required exercises for the current contract period.
9. The Contractor shall participate in state exercises for the current contract period.
10. The Contractor shall submit exercise documentation to CDPHE.
11. The Contractor shall complete the ASPR required HCC Performance Measures due within the current contract period.
12. The Contractor shall submit OEPR HPP staff approved HCC Work Plan deliverables for program routing to federal review.
13. The Contractor shall complete at least one (1) communications activity.

14. The Contractor shall provide documentation of at least one communications activity.

PA #2 Standards and Requirements (if applicable):

1. The Contractor shall update the HCC Work Plan in the correct column for each month.
2. The Contractor shall update any HCC exercise schedule changes in the exercise section of the HCC Work Plan with the correct budget period reflected.
3. CDPHE will make the rubrics template available in CO-SHARE within 30 calendar days of the effective date of the current contract period.
4. The Contractor's Governance documentation must include:
 - a. HCC Governance Board names and roles, including the following required roles:
 - i. EMS
 - ii. Health care facilities
 - iii. Public health
 - iv. Emergency management
 - v. Behavioral health
 - b. Any Governance documentation requirements in the NOFO
5. The Contractor's Jurisdictional documentation must include all required criteria listed in the NOFO.
6. The Contractor's required assessments for the current contract period include:
 - a. HVA
 - b. Readiness Assessment
 - c. Supply Chain Integrity Assessment
 - d. Workforce Assessment
7. The Contractor's assessments for the current contract period shall be uploaded to CO-SHARE.
8. The Contractor's assessments for the current contract period must include all required criteria listed in the NOFO.
9. The Contractor's required plans for the current contract period include:
 - a. Readiness Plan
 - b. Training and Exercise Plan
 - c. Response Plan, including:
 - i. Information Sharing Plan
 - ii. Resource Management Plan
 - iii. Medical Surge Support Plan
 - d. COOP
 - e. Cybersecurity Support Plan
 - f. Extended Downtime Support Plan
 - g. Recovery Plan
10. The Contractor's plans for the current contract period shall be uploaded to CO-SHARE.
11. The Contractor's plans for the current contract period must include all required criteria listed in the NOFO.
12. The Contractor's plans for the current contract period must document interoperability with CDPHE OEPR Medical Operations.

13. The Contractor's plans for the current contract period shall include AFN considerations.
14. The Contractor shall include the following multidisciplinary partners in developing plans for the current contract period:
 - a. EMS representatives.
 - b. Hospital representatives.
 - c. RETAC representatives.
 - d. LPHA representatives.
15. The Contractor's required exercises for the current contract period shall include:
 - a. MRSE
16. The Contractor shall upload exercise documentation to CO-SHARE.
17. The Contractor's exercise documentation for the current contract period shall include all required criteria listed in the NOFO.
18. The Contractor's exercise documentation for the current contract period shall:
 - a. Apply the [Homeland Security Exercise Evaluation Program](#) principles. The Homeland Security Exercise Evaluation Program principles are incorporated and made part of the contract by reference.
 - b. Include a completed AAR/IP for each exercise.
19. The Contractor may use real-life events to satisfy required exercises for the current contract period if those real-life events meet the exercise requirements as outlined in the NOFO.
20. The Contractor's HCC Performance Measures shall be compliant with the guidance released by ASPR.
21. The Contractor shall complete the HCC Performance Measures within the current contract period by the reporting due dates released by ASPR.
22. The Contractor shall submit the HCC Performance Measures in compliance with the submission instructions released by ASPR.
23. The Contractor shall submit all OEPR HPP staff approved HCC Work Plan deliverables into the [ASPR Cooperative Agreement](#).
24. The Contractor's communications activities shall comply with current [SAFECOM guidance](#). SAFECOM guidance is incorporated and made part of the contract by reference.
25. The Contractor's communications activities must test all communication methods in CO-SHARE at least one (1) time during the current contract period.
26. The Contractor's communications activities must include the cdphe_oepr_medops@state.co.us email address at least one (1) time during the current contract period.
27. The Contractor's communications activities documentation shall include:
 - a. Platforms tested
 - b. Number of Recipients messaged
 - c. Number of recipients that responded to notification
 - d. Contractor's attestation that the activities comply with [current SAFECOM guidance](#).

PA #2 Deliverable(s):

Deliverable #7: The Contractor shall update the HCC Work Plan

Due: No later than the last day of each month of the current contract period.

Deliver To: Update in CO-SHARE

Deliverable #8: The Contractor shall email the OEPR HPP Contract Monitor when the rubrics templates are complete for each ASPR required deliverable.

Due: No later than the due date outlined in the HCC Work Plan for each deliverable.

Deliver To: OEPR HPP Contract Monitor email

Deliverable #9: The Contractor shall submit the Governance documentation

Due: No later than 12/15/2026, unless revised by ASPR during the current contract period.

Deliver To: Upload to CO-SHARE

Deliverable #10: The Contractor shall submit Jurisdictional documentation

Due: No later than 12/15/2026, unless revised by ASPR during the current contract period.

Deliver To: Upload to CO-SHARE

Deliverable #11: The Contractor shall submit all required ASPR assessments

Due: No later than 12/15/2026, unless revised by ASPR during the current contract period.

Deliver To: Upload to CO-SHARE

Deliverable #12: The Contractor shall submit the Readiness and Training and Exercise Plan.

Due: No later than 12/15/2026, unless revised by ASPR during the current contract period.

Deliver To: Upload to CO-SHARE

Deliverable #13: The Contractor shall submit each of the required plans.

Due: No later than 6/1/2027, unless revised by ASPR during the current contract period.

Deliver To: Upload to CO-SHARE

Deliverable #14: The Contractor shall submit the exercise documentation
Due: No later than 6/15/2027, unless revised by ASPR during the current contract period.

Deliver To: Upload to CO-SHARE

Deliverable #15: The Contractor shall submit Performance Measures

Due: as required by ASPR

Deliver To: Upload to CO-SHARE and [ASPR Cooperative Agreement](#)

Deliverable #16: The Contractor shall submit all ASPR required deliverables.

Due: as required by ASPR

Deliver To: Upload to CO-SHARE and [ASPR Cooperative Agreement](#)

Deliverable #17: The Contractor shall submit communications activity documentation.

Due: No later than 30 calendar days prior to the expiration of the current contract period.

Deliver To: Upload to CO-SHARE

General Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites, and information contained on CDPHE and non-CDPHE websites, may be updated periodically during the contract term. The Contractor shall monitor electronic documents and website content and information for changes to comply with all updates.
2. CDPHE will notify the Contractor of updates made to the content of electronic documents within 14 days of CDPHE's knowledge of the updated content.

3. The Contractor shall inform CDPHE of any nonfunctioning linked or incorporated hyperlinks, documents, or resources within ten (10) days of discovery.
4. The Contractor may subcontract with the HCC or HCC staff to complete any or all of the work described in this SOW, however, the Contractor shall ultimately be responsible for ensuring the completion of all work described in this SOW.
5. Other than as stated in General Standards and Requirements #4, the Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State.

Expected Results of Activity(ies):

1. Compliance with federal HPP grant requirements.
2. Sustained communications between emergency preparedness response partners at the local, regional, state, and federal levels.
3. Sustained readiness, response, and recovery to threats to Colorado’s healthcare system.
4. Sustained HCC operations.

Measurement of Expected Results:

1. Information in the completed grant HCC Work Plan spreadsheet.
2. Information in the completed rubrics template by the end of the project period.
3. Information contained in all required deliverables in the HCC Work Plan for the current contract period.

V. Deliverable Schedule:

Description	Completion Date
Deliverable #1: The Contractor shall submit the subaward.	No later than 90 days from the start of the HPP Budget Period.

Deliverable #2: The Contractor shall submit the budget for the current contract period	No later than 30 days from the effective date of the current term of the contract.
Deliverable #5: The Contractor shall deliver the Regional HCC Meeting Budget Reports	No later than ten (10) business days following each Regional HCC Meeting.
Deliverable #7: The Contractor shall update the HCC Work Plan.	No later than the last day of each month of the current contract period.
Deliverable #8: The Contractor shall email the OEPR HPP Contract Monitor when the rubrics templates are completed for each ASPR required deliverable.	No later than the due date outlined in the HCC Work Plan for each deliverable.
Deliverable #11: The Contractor shall submit all required ASPR assessments.	No later than 12/15/2026, unless revised by ASPR during the current contract period.
Deliverable #9: The Contractor shall submit Governance documentation.	No later than 12/15/2026, unless revised by ASPR during the current contract period.
Deliverable #10: The Contractor shall submit Jurisdictional documentation.	No later than 12/15/2026, unless revised by ASPR during the current contract period.
Deliverable #12: The Contractor shall submit the Readiness and Training and Exercise Plan.	No later than 12/15/2026, unless revised by ASPR during the current contract period.
Deliverable #13: The Contractor shall submit each of the required plans.	No later than 6/1/2027, unless revised by ASPR during the current contract period.
Deliverable #14: The Contractor shall submit the exercise documentation.	No later than 6/15/2027, unless revised by ASPR during the current contract period.
Deliverable #15: The Contractor shall submit Performance Measures.	As required by ASPR.
Deliverable #16: The Contractor shall submit all ASPR required deliverables.	As required by ASPR.
Deliverable #6: The Contractor shall	No later than 75 calendar days prior to

deliver the draft annual budget for the next State Fiscal Year.	the expiration of the current term of the contract period.
Deliverable #17: The Contractor shall submit communications activity documentation	No later than 30 calendar days prior to the expiration of the current term of the contract period.
Deliverable #3: The Contractor shall deliver the documentation showing HCC funded roles have reviewed and agreed to comply with the disclosures, policies, and practices outlined in the SOW	No later than five (5) business days following request from OEPR HPP staff.
Deliverable #4: The Contractor shall deliver Regional HCC Meeting Minutes.	No later than five (5) business days following request from OEPR HPP staff.

VI. Monitoring

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by OEPR HPP Staff. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, subcontractor agreements, HCC Work Plan updates, deliverables, invoices and supporting documentation, communications between HPP program staff and HCC representatives, and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VII. Resolution of Non-Compliance

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue(s). Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the OEPR HCC Contract Monitor and receive approval for a new due date. The State will oversee the completion and

implementation of the agreed-upon action(s) to ensure timelines are met and the compliance issue(s) is resolved. Failure by the Contractor to diligently pursue the compliance resolution plan, or to reach an agreement with the State on such a plan, may result in the State exercising its rights under the provisions of the contract.

VIII. Additional Provisions

A. Invoicing Provisions

1. The Contractor shall submit the standardized invoice monthly to reimburse HCC expenses:
 - a) Contractor Time Cards
 - b) Resource documentation
 - c) Purchase justification
2. Invoices shall meet the following requirements:
 - a) Standardized invoice format and is incorporated and made part of this Contract by reference
 - b) Submitted to CDPHE_eprfiscal@state.co.us
 - c) Invoices shall not include work in the future.
 - d) Invoices shall not include work more than 45 days prior to the invoice date.
 - e) Invoices must align with the most current approved budget
 - f) OEPR HPP staff must approve contractors prior to invoicing to ensure state and HPP grant compliant funds usage.

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than forty-five (45) calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with the provisions of this Contract.

The Contractor shall request prior approval in writing from the State for all equipment purchases. Regional equipment purchases are assets available to the whole region. The State may request a regional asset when resources are sparse statewide during response operations.

B. Deliverable Acceptance Process

1. The Contractor shall coordinate and prioritize all work to ensure that all deliverables, due dates, and timelines are met.
2. The Contractor shall employ an internal quality control process to ensure that all deliverables are complete, accurate, easy to understand, and of high quality.
3. The Contractor shall provide deliverables that, at a minimum, are responsive to the relevant Standards and Requirements in the SOW, organized in a logical order, contain no spelling or grammatical errors, are formatted uniformly, and contain accurate information and correct calculations.
4. The Contractor shall maintain all work papers related to the development of all Deliverables for reference through the duration of the contract.
5. The Contractor shall provide, at no cost to the State, copies of any work papers or supporting documentation related to the development of any Deliverable within **30** calendar days of request by the State.
6. The Contractor shall submit each Deliverable to the State by the specific due date for each Deliverable outlined in the Deliverable Schedule for review and approval.
7. Review - Unless specifically outlined elsewhere in the SOW, the State will have **15** calendar days from the date the deliverable is due to the State by the Contractor to evaluate that Deliverable.
8. Notice - Unless specifically outlined elsewhere in the SOW, if the State, in its sole discretion, determines that a submitted Deliverable fails to meet the Standards and Requirements or is otherwise deficient, the State will notify the Contractor of the failure or deficiency within five (5) business days of the date the State becomes aware of the failure or deficiency.

9. Revision - Unless specifically outlined elsewhere in the SOW, the Contractor shall have **10** calendar days from notice of a Deliverable's failure or deficiency to revise the Deliverable and resubmit it to the State for review and approval.
10. The Contractor shall participate in the Deliverable review and revision process until the State provides written acceptance of the Deliverable.
11. At no time shall payment or partial payment for a Deliverable constitute acceptance of the Deliverable and excuse Contractor's obligation to participate in the Deliverable review and revision process until such time as the State issues written acceptance of the Deliverable.

C. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination

The State has determined that this Contract **does not** constitute a Business Associate relationship under HIPAA.

D. Option to Increase or Decrease Maximum Amount

The State has the Option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to the Contractor in a form substantially equivalent to the Sample Option Letter attached to this Contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in this Contract.

E. Option to Extend Term

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, of one year or less, 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 will provide written notice to the Contractor in a form substantially equivalent to the Sample Option Letter attached to this

Contract. The total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.



DCPHR - 12 MONTH BUDGET WITH JUSTIFICATION FORM
Original Contract Routing # 2025*0086

Contractor Name	Prowers County Public Health	Vendor Contact Name Vendor Contact Title Phone Email	Phil Graham SERHCC RRC (303) 641-8791 coloserhcc@gmail.com		
Budget Period	BP3 7/1/26- 06/30/27	Vendor Fiscal Contact Name Vendor Fiscal Contact Title Phone Email	Jo Lynn Idler Fiscal Agent and Treasurer (719) 336-8721 ext 211 jidler@prowerscounty.net		
Project Name	Southeast Region HCC	Contract (CT) Number	CTGG1 2027*0416 AMD3		
Expenditure Categories					
Personal Services Salaried Employees					
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Contract Total
Clinical Advisor	Provide clinical leadership to the coalition and serve as a	\$ 120,382.00	\$ 26,006.00	4.0000%	\$ 5,855.52
SERHCC Treasurer	Oversee and complete all fiduciary responsibilities as	\$ 60,818.00	\$ 18,411.00	3.0000%	\$ 6,338.32
		\$ -	\$ -	0.0000%	\$ -
		\$ -	\$ -	0.0000%	\$ -
		\$ -	\$ -	0.0000%	\$ -
Personal Services Hourly Employees					
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Contract Total
		\$ -	\$ -	0.00	\$ -
		\$ -	\$ -	0.00	\$ -
		\$ -	\$ -	0.00	\$ -
Total Personal Services (including fringe benefits)					\$ 12,193.84
Supplies & Operating Expenses					
Item	Description of Item	Rate	Quantity	Contract Total	
Subscription	Annual ZOOM Renewal - 1 time annual fee	\$ 200.00	1.00	\$ 200.00	
SERHCC Members	Normal operations to execute deliverables, per SOW, resources for regional	\$ 2,910.00	20.00	\$ 58,200.00	
		\$ -	0.00	\$ -	
		\$ -	0.00	\$ -	
Total Supplies & Operating					\$ 58,400.00
Travel					
Item	Description of Item	Rate	Quantity	Contract Total	
In State Mileage	Travel to monthly Local Meeting, State Coordinators Meetings, HCC Council	\$ 0.72	1508.00	\$ 1,085.76	
In State Lodging	State Coordinators Meeting, HCC Council Meetings, State Meetings Roughly	\$ 150.00	4.00	\$ 600.00	
Meals	State Coordinators Meeting, HCC Council Meetings, State Meetings	\$ 162.00	2.00	\$ 324.00	
		\$ -	0.00	\$ -	
Total Travel					\$ 2,009.76
Contractual					
Subcontractor Name	Description of Item	Rate	Quantity	Contract Total	
SERHCC RRC	1.0 FTE	\$ 5,416.66	12.00	\$ 64,999.92	
SERHCC RRC	End of year bonus - Approved at the discretion of the SERHCC Governing B	\$ 2,000.00	1.00	\$ 2,000.00	
Total Contractual					\$ 66,999.92
SUB-TOTAL OF DIRECT COSTS					\$ 139,603.52
Less: Unallowable Expenses per 2 CFR Part 200					
	Contractor in excess of \$50,000			\$	16,999.92
	Rent			\$	-
	Equipment			\$	-
	Other Unallowable Expenses			\$	-
	Total Unallowable Expenses per 2 CFR Part 200			\$	16,999.92
	Modified Total Direct Costs (if applicable)			\$	122,603.60
Indirect					
Indirect Rate Type	Description of Item	Indirect Rate Percentage	Contract Total		
Federal or CDPHE	2026 CDPHE Certified Indirect Rate	13.4500%	\$ 16,490.18		
de minimis	Agreed indirect	0.0000%	\$ -		
	Total Indirect		\$ 16,490.18		
	TOTAL		\$ 156,093.70		

AWARD 156,094
VARIANCE 0

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: June 23, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: June 4, 2026

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider ratifying 5-27-2026 email approval for transferring \$65,000 in Intercounty TANF funds from Bent County DHS to Prowers County DHS, with Prowers County assuming the corresponding Maintenance of Effort (MOE) for the fund purchase.

Justification or Background:

The Bent County Commissioners approved the sale of the TANF funds on June 3, 2026 and the letter requesting the transfer was emailed to CCI on June 4, 2026 with County Administrator Don Wilson copied.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: _____ Other:

Approved by the County Attorney on:

Additional Approvals (if required):

PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.

THANK YOU!



Board of County Commissioners

Prowers County
301 South Main, Suite 215
Lamar, Colorado 81052-2857
(719) 336-8025 FAX: (719) 336-2255

TY HARMON
FIRST DISTRICT

RON COOK
SECOND DISTRICT

ROGER STAGNER
THIRD DISTRICT

May 27, 2026

Works Allocation Committee
Co-Chairs Scott James & Clint Woodruff
Colorado Counties, Inc.
800 Grant Street, Suite 500
Denver, CO 80203

Re: TANF Funds Transfer

Dear Co-Chairs Commissioner James and Mr. Woodruff,

The Prowers County Department of Human Services and the Bent County Department of Human Services have reached a mutual agreement whereby Bent County would like to transfer \$65,000.00 of TANF funds to Prowers County. Pending approval by the Works Allocation Committee, Prowers County will assume responsibility for the corresponding Maintenance of Effort.

Should you have any questions regarding this matter, please feel free to contact Lanie Meyers-Mireles, Prowers County Director of Human Services, or, Cosme Gallegos, Bent County Department of Human Services. Thank you for your time and support in this manner.

Sincerely,


Roger Stagner,
Board of County Commissioners, Chair

cc: Bent County Board of County Commissioners
Cosme Gallegos, Bent County Department of Human Services
Lanie Meyers-Mireles, Prowers County Director of Human Services



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/23/26

Submitter: Meagan Hillman

Submitted to the County Administration Office on: 6/9/26

Return Originals to: M Hillman PCPHE

Number of originals to return to Submitter: 2

Contract Due Date: 8/1/26

Item Title/Recommended Board Action:

Consider approval of School Health Services Memorandum of Agreement between McClave School District and PCPHE for School nurse services. PH Director to sign manually

Justification or Background:

This is the agreement for our school nurse program at McClave School

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____

Prowers County Public Health & Environment

1001 S. Main Street Lamar, CO 81052
Phone: (719) 336-8721 Fax: (719) 336-9763
www.prowerscounty.net

**SCHOOL HEALTH SERVICES
MEMORANDUM OF AGREEMENT**

For school health/nursing service to McClave School District, the district agrees to reimburse Prowers County Public Health and Environment \$15,102.92 for the 2026-2027 school year. The terms of this agreement shall be from August 01, 2026 - May 31, 2027 and will include the services as described:

Dates of service: August 1, 2026 — May 31, 2027.

Nursing services on site at McClave School for one service day per week during student contact hours and the week preceding the start of school.

LPN - 6.5 hours per day every week (208 hours)	\$8,315.84
RN - 6.5 hours per month (65 hours)	\$2,714.40
Public Health Director – 1 hour per month (10 hours)	\$703.80
Mileage 1326 miles @ \$0.725 per mile	\$961.35
School nurse conference	\$ 700.00
PCPHE certified 2024 indirect rate 13.45%	\$1,707.53
Total cost of school nursing services	\$15,102.92

Service days will equal 6.5 hours per day (from 8:30 a.m.to 3:30 p.m.) with 1/2 hour lunch break.

Annual student health screenings will be scheduled and completed before October 31, 2026. This will allow time for re-screens and referrals.

School nursing staff will be available to all school staff for school nursing related questions/consultations via telephone or e mail when not on site.

School nursing services will be provided by a professional nurse with advanced skills that include the ability to supervise others, and delegate care in a community or school setting. These advanced skills are needed to address the complex health needs of students within the school community setting. These skills are attained through a baccalaureate degree in nursing.

Copies of Prowers County liability insurance will be provided upon approval of this contract upon request.

Additional school nursing services that will be provided that will enhance the level of care and service provided to McClave School includes:


- Continue to provide vaccinations to all students needing vaccinated including flu vaccinations in the fall to all students and staff to increase access to the community and increased school immunization rates.
- Professional nursing that is involved and comprehensive in the requirements for mandated school services and potential for growth in the school health program for McClave School.
- Cross trained staff available in the event of a "school nurse" absence.
- Supervision, accountability, and oversight of school nursing services that are mandated by CDE.
- Deliver mandated delegation services to unlicensed personnel for medication administration and one to one delegation for children with special needs.
- All communications to parents, students, or community members must be approved by the Administration of McClave School, other than personal health care information or duties that fall within the scope of this agreement.

The Prowers County Public Health & Environment Director will be responsible for evaluation and supervision of staff involved in the provision of services with input from the school district staff.

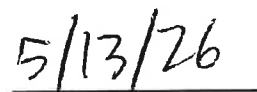
Prowers County Public Health & Environment will invoice for payment, with the first half due by September 15, 2026, in the amount of \$7,551.46. The second payment will be due by February 15, 2027 for the remaining amount of \$7,551.46, for a total payment of \$15,102.92 for the 2026-2027 school year. Either party can terminate this agreement but the party wishing to terminate must give 30 days written notice to the other party.

Meagan Hillman PA-C, MBA, CPH, Director

Date



Brianne Howe, Superintendent



Date



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/23/26

Submitter: Paula Gonzales

Submitted to the County Administration Office on: 06/12/2026

Return Originals to: Paula Gonzales

Number of originals to return to Submitter:

Contract Due Date:

Item Title/Recommended Board Action:

Consider ratifying 6/15/2026 approval of payment of bills presented for County General Fund in the amount of \$115,104.73 and DHS & WHC in the amount of \$32,739.06, with a certification date of 6/16/2026

Justification or Background:

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____


HR _____


PROWERS COUNTY APPROVE TO PAY


APPROVE PAYMENTS AS HEREIN SET FORTH. CHECK NUMBERS AS LISTED BELOW ARE ALL INCLUSIVE, ARE SET OPPOSITE THEIR NAMES, AND TOTALING THE SUM OF: \$115,104.73
 DRAWN ON COUNTY GENERAL FUNDS. DATED AS OF: **June 16, 2026**


	A/P	#	PAYROLL	FRINGES
COUNTY GENERAL FUND	\$ 56,299.45		-	-
ARPA FUND	\$ -		-	-
FSA ACCOUNT	\$ -		-	-
BOOKING FEES ACCOUNT	\$ -		-	-
PUBLIC HEALTH AGENCY	\$ 11,172.59		-	-
ROAD & BRIDGE FUND	\$ 32,582.48		-	-
SALES & USE TAX FUND	\$ -		-	-
CONSERVATION TRUST FUND	\$ 129.95		-	-
CAPITAL FUND	\$ -		-	-
OTHER AGENCIES FUND	\$ -		-	-
LODGING TAX FUND	\$ -		-	-
CRMC FUND	\$ 10,857.07		-	-
OPC FUND	\$ 4,063.19		-	-
Totals	\$ 115,104.73		\$ -	\$ -

DATE: June 16, 2026
 DATE: June 16, 2026
 DATE: June 16, 2026
 DATE: June 16, 2026



 BOCC CHAIRMAN



 COMMISSIONER


 COMMISSIONER


 CLERK TO THE BOARD

Total Paid Approve To Pay	\$	115,104.73
AP + Fringes	\$	115,104.73
Total Pd Certification - Payroll	\$	115,104.73
Total Payroll + Fringes	\$	-

Ending Check No. 78621
 Beginning Check No. 78556
1
 Total Number of Checks: 66

STATE OF COLORADO }
 } SS:
 COUNTY OF PROWERS }

 Prowers County Treasurer's Office



Prowers County, CO

Check Register

Packet: APPKT00298 - 103.06.2026 AP 06162026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General Fund Op-General Fund Operating Account						
ATS1	Ace Tire Service LLC	06/16/2026	Regular	0.00	265.85	78556
AII1	Airgas Intermountain Inc.	06/16/2026	Regular	0.00	933.88	78557
AMAZON	Amazon Capital Services	06/16/2026	Regular	0.00	108.57	78558
AVA1	Ark Valley Auto Service	06/16/2026	Regular	0.00	381.25	78559
ARKVALL	Arkansas Valley Accumed	06/16/2026	Regular	0.00	1,178.79	78560
ATM2	Atmos Energy	06/16/2026	Regular	0.00	332.81	78561
ACS2	Auto-Chlor System of Colorado, LLC	06/16/2026	Regular	0.00	11.53	78562
BWS1	Bristol Water & Sanitation District	06/16/2026	Regular	0.00	55.00	78563
CET1	Century Link	06/16/2026	Regular	0.00	94.24	78564
CINTASCORP	CINTAS CORPORATION NO. 2	06/16/2026	Regular	0.00	2,475.21	78565
LAM3	City of Lamar	06/16/2026	Regular	0.00	386.15	78566
LAM1	City of Lamar	06/16/2026	Regular	0.00	14,568.59	78567
	Void	06/16/2026	Regular	0.00	0.00	78568
CSS1	Cliff's Gas & Diesel LLC	06/16/2026	Regular	0.00	218.00	78569
CPHA	Colorado Public Health Association	06/16/2026	Regular	0.00	620.00	78570
DEL1	Coloradoland Tire & Service	06/16/2026	Regular	0.00	77.53	78571
CMC1	Consolidated Management Compan	06/16/2026	Regular	0.00	14,040.69	78572
VEN01140	CROW-LUTHER CULTURAL EVENTS C	06/16/2026	Regular	0.00	1,200.00	78573
CURE	CureMD.com	06/16/2026	Regular	0.00	656.00	78574
DELL1	Dell Marketing L.P.	06/16/2026	Regular	0.00	279.00	78575
DEL2	DeLoach's Water Conditioning Inc.	06/16/2026	Regular	0.00	3,948.00	78576
DKC1	Double K Car Wash	06/16/2026	Regular	0.00	86.71	78577
VEN01133	ELIJAH ADKINS	06/16/2026	Regular	0.00	75.00	78578
EvoGov	EvoGov, Inc.	06/16/2026	Regular	0.00	199.00	78579
GOB1	Gobin's	06/16/2026	Regular	0.00	36.93	78580
GOBINS	Gobin's Inc.	06/16/2026	Regular	0.00	196.80	78581
GSD1	Granada School District RE-1	06/16/2026	Regular	0.00	10,177.75	78582
GRANITE	Granite Telecommunications, LLC	06/16/2026	Regular	0.00	1,054.61	78583
HCC1	Holly Commercial Club	06/16/2026	Regular	0.00	500.00	78584
HST1	Home Store LLC	06/16/2026	Regular	0.00	690.88	78585
VEN00925	KIOWA COUNTY	06/16/2026	Regular	0.00	75.00	78586
LAP1	Lamar Auto Parts	06/16/2026	Regular	0.00	219.72	78587
LBM1	Lamar BMS	06/16/2026	Regular	0.00	308.76	78588
LCF1	Lamar Community College Foundati	06/16/2026	Regular	0.00	7,000.00	78589
MSC1	Machine Supply Co	06/16/2026	Regular	0.00	31.27	78590
MAIN	MAIN STREET LAMAR	06/16/2026	Regular	0.00	550.00	78591
HILLM	Meagan Hillman	06/16/2026	Regular	0.00	269.10	78592
Mirage	Mirage Technologies	06/16/2026	Regular	0.00	3,575.00	78593
WALMARTBUSINESS	MULTI SERVICE TECHNOLOGY SOLU1	06/16/2026	Regular	0.00	841.05	78594
VEN00932	NBC STORAGE	06/16/2026	Regular	0.00	50.00	78595
NEUMO/AVENU/GOVC	NEUMO RECORDS LLC /NEUMO ENT	06/16/2026	Regular	0.00	3,613.42	78596
OAP1	O'Reilly Automotive Parts	06/16/2026	Regular	0.00	8.98	78597
GRAHAM	Phillip Graham	06/16/2026	Regular	0.00	5,534.58	78598
PITSTOPLLC	PIT STOP, LLC	06/16/2026	Regular	0.00	14,304.60	78599
PLAINS	Plains Disposal, LLC	06/16/2026	Regular	0.00	80.00	78600
QUL1	Quill LLC	06/16/2026	Regular	0.00	73.21	78601
RSC3	Ranchers Supply of Lamar LLC/Ranct	06/16/2026	Regular	0.00	144.51	78602
RBC1	Rebeltec	06/16/2026	Regular	0.00	229.90	78603
RPI1	Robinson Printing	06/16/2026	Regular	0.00	975.00	78604
RAP1	Ron Austin Repair Shop	06/16/2026	Regular	0.00	446.48	78605
SAM1	Sam's Club	06/16/2026	Regular	0.00	261.15	78606
MRS1	Shred America	06/16/2026	Regular	0.00	1,258.55	78607
SMALL	Small Town Graphix	06/16/2026	Regular	0.00	225.00	78608
VEN01098	SoCo Furniture, Inc.	06/16/2026	Regular	0.00	2,200.00	78609

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
SPU1	Specimens Unlimited	06/16/2026	Regular	0.00	550.00	78610
SYMM1	Symmetry Energy Solutions	06/16/2026	Regular	0.00	268.98	78611
TIN1	Terminix Processing Center	06/16/2026	Regular	0.00	115.66	78612
TSB1	Tri-State Body Shop	06/16/2026	Regular	0.00	222.25	78613
URS1	UBEO Business Services	06/16/2026	Regular	0.00	143.75	78614
VEN01141	VERITEXT LLC/PIKE REPORTING COM	06/16/2026	Regular	0.00	739.50	78615
VER1	Verizon Wireless	06/16/2026	Regular	0.00	437.69	78616
VIA1	Viaero Wireless	06/16/2026	Regular	0.00	503.53	78617
WAG1	Wagner Equipment Co	06/16/2026	Regular	0.00	13,416.80	78618
WAL1	Wallace Gas & Oil Inc	06/16/2026	Regular	0.00	646.88	78619
WASH	Wash Spott Car Wash	06/16/2026	Regular	0.00	120.00	78620
WRE1	WEX BANK	06/16/2026	Regular	0.00	815.64	78621

Bank Code General Fund Op Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	150	65	0.00	115,104.73
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	150	66	0.00	115,104.73

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2026	115,104.73
			<u>115,104.73</u>

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES
 PAYROLL CERTIFICATION
 MONTH: MAY 2026

PAYROLL TYPE

DATE

CHECK NUMBERS

AMOUNT

DHS:

SALARY

FRINGE

OPERATING

06/16/26

69379-69386

12,432.02

AID DEPEND. CHILD:

CHILD CARE:

AID NEEDY DISABLED:

CHILD WELFARE:

LEAP:

OAP:

CHILD SUPPORT:

ADMIN:

WORK PROGRAM:

FOOD ASSISTANCE:

WMC:

SALARY

FRINGE

OPERATING

CANCELLED

06/16/26
06/16/26

9367-9373
9340

20,814.44
(507.40)

COUNTY OF PROWERS)

I, ROGER STAGNER, CHAIRMAN OF THE BOARD OF HUMAN SERVICES OF PROWERS COUNTY, COLORADO, HEREBY CERTIFY THAT EBT AUTHORIZATIONS IN THE AMOUNT OF \$0.00 HAVE BEEN APPROVED. OTHER PAYMENTS IN THE FORM OF CHECKS IN THE AMOUNT OF \$32,739.06 ARE APPROVED TO BE PAID FROM THE HUMAN SERVICES FUND.

June 16, 2026

GRAND TOTAL \$

32,739.06

6/15/26 *Roger Stagner* CHAIRMAN

6-15-2026 *[Signature]* COMMISSIONER

6-15-2026 *[Signature]* COMMISSIONER

6/16/26 *[Signature]* DIRECTOR

PROWERS COUNTY TREASURER CERTIFICATION OF EXPENDITURES

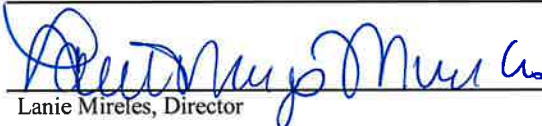
DATE: June 16, 2026

PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES FUND

Prepared by:
Mindy Maestas

SALARY	_____	_____
FRINGE	_____	_____
OPERATING	<u>69379-69386</u>	<u>12,432.02</u>
WHC SALARY	_____	_____
WHC FRINGE	_____	_____
OPERATING	<u>9367-9373</u>	<u>20,814.44</u>
CANCELLED	<u>9340</u>	<u>(507.40)</u>
		TOTAL: \$ <u>32,739.06</u>

Information Only
VOIDED CHECKS #s: _____



Lanie Mireles, Director


PROWERS COUNTY DEPARTMENT OF HUMAN SERVICES

AFFIDAVIT FOR CANCELLATION OF CHECKS

JUNE
2026

The following checks are presented for cancellation effective June 16, 2026.

PAYROLL TYPE	CHECK#	PAYEE	CHECK DATE	CHECK AMOUNT	REASON
WHC	9205	Adams & Sons	5/12/2026	\$ 507.40	County Paid Invoice


Mindy Maestas
Office Manager
Prowers County Department of Human Services

Date


Roger Stagner
Chairman
Prowers County Board of Commissioners

Date

PROWERS COUNTY DEPT. OF SOCIAL SERVICES

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: PAYOVER	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.6.9.26 PAYOVER - CLAIM PAID IN FULL	CLIENT	06/09/26		\$50.00
			INVOICE AD.6.9.26 TOTAL:	<u>\$50.00</u>
			EXPENSE ACCOUNT 202.4800 TOTAL:	<u>\$50.00</u>
EXPENSE ACCOUNT: CHILD WELFARE				
AD.6.10.26 VEHICLE DEPRECIATION	PROWERS CO DEPT OF HUMAN	06/10/26		\$3,708.12
			INVOICE AD.6.10.26 TOTAL:	<u>\$3,708.12</u>
			EXPENSE ACCOUNT 444.1210 TOTAL:	<u>\$3,708.12</u>
EXPENSE ACCOUNT: NEW CASE WORKER				
AD.6.10.26 PER DIEM	PATRICK GONZALES	06/10/26		\$38.00
			INVOICE AD.6.10.26 TOTAL:	<u>\$38.00</u>
			EXPENSE ACCOUNT 444.1579 TOTAL:	<u>\$38.00</u>
EXPENSE ACCOUNT: CORE				
AD.6.10.26 AUTO SUPPLIES AUTO SUPPLIES	WALLACE GAS & OIL	06/10/26		\$45.97
			INVOICE AD.6.10.26 TOTAL:	<u>\$47.80</u>
			EXPENSE ACCOUNT 444.1700 TOTAL:	<u>\$93.77</u>
EXPENSE ACCOUNT: CORE 100%				
AD.6.9.26 VEHICLE DEPRECIATION	GOBIN'S, INC	06/09/26		\$150.40
			INVOICE AD.6.9.26 TOTAL:	<u>\$150.40</u>
AD.6.10.26 UTILITIES UTILITIES	CITY OF LAMAR MUNICIPAL UTIL	06/10/26		\$97.17
			INVOICE AD.6.10.26 TOTAL:	<u>\$24.29</u>
			EXPENSE ACCOUNT 444.1800 TOTAL:	<u>\$121.46</u>
EXPENSE ACCOUNT: FS FRAUD				
AD.6.10.26 VEHICLE DEPRECIATION	PROWERS CO DEPT OF HUMAN	06/10/26		\$824.60

INVOICE AD.6.10.26 TOTAL:		<u>\$824.60</u>
EXPENSE ACCOUNT 444.4400 TOTAL:		<u>\$824.60</u>
INVOICE AD.6.10.26 TOTAL:		<u>\$55.00</u>
EXPENSE ACCOUNT 444.4400 TOTAL:		<u>\$55.00</u>
INVOICE EX.6.10.26 TOTAL:		<u>\$123.00</u>
EXPENSE ACCOUNT 444.4400 TOTAL:		<u>\$19.00</u>
		<u>\$142.00</u>
INVOICE AD.6.10.26 TOTAL:		<u>\$4,079.98</u>
EXPENSE ACCOUNT 444.7000 TOTAL:		<u>\$4,079.98</u>
		<u>\$4,276.98</u>
INVOICE AD.6.10.26 TOTAL:		<u>\$3,124.53</u>
EXPENSE ACCOUNT 444.8000 TOTAL:		<u>\$3,124.53</u>
		<u>\$3,124.53</u>
INVOICE AD.6.10.26 TOTAL:		<u>\$44.16</u>
EXPENSE ACCOUNT 444.9005 TOTAL:		<u>\$44.16</u>
		<u>\$44.16</u>
REPORT TOTAL:		<u><u>\$12,432.02</u></u>

EXPENSE ACCOUNT: ADMIN
AD.6.10.26
OFFICE SUPPLIES

06/10/26

DELOACH'S WATER CONDITIONING

EX.6.10.26
PER DIEM
PER DIEM

06/10/26

LANIE MEYERS-MIRELES

AD.6.10.26
VEHICLE DEPRECIATION

06/10/26

PROWERS CO DEPT OF HUMAN

EXPENSE ACCOUNT: CHILD SUPPORT
AD.6.10.26
VEHICLE DEPRECIATION

06/10/26

PROWERS CO DEPT OF HUMAN

EXPENSE ACCOUNT: WHC
AD.6.10.26
AUTO SUPPLIES

06/10/26

WALLACE GAS & OIL

Welcome Home Center

Invoice Register (By Expense Account)

Invoice Number / Line Description EXPENSE ACCOUNT: WHC	Vendor Name / Expense Account	Invoice Date	Purchase Order / Job	Amount
AD.6.9.25 FIRST AIDE & CPR	HEATHER BURKHART	06/09/26		\$1,275.00
			INVOICE AD.6.9.25 TOTAL:	\$1,275.00
AD.6.9.26 SUPPLIES SUPPLIES	MY WHOLESALE PRODUCTS	06/09/26		\$43.40 \$1,367.25
			INVOICE AD.6.9.26 TOTAL:	\$1,410.65
AD.6.9.26 RENT - 2ND QTR 2026	PROWERS CO BRD OF COMMISSIONER	06/09/26		\$5,271.94
			INVOICE AD.6.9.26 TOTAL:	\$5,271.94
AD.6.09.26 PROPERTY & LIABILITY INS - 2ND VEHICLE INS - 2ND QTR WORKERS COMP - 2ND QTR	PROWERS CO BRD OF COMMISSIONER	06/09/26		\$7,016.25 \$292.50 \$489.75
			INVOICE AD.6.09.26 TOTAL:	\$7,798.50
AD.6.10.26 MAINTENANCE	DELOACH'S WATER CONDITIONING	06/10/26		\$204.00
			INVOICE AD.6.10.26 TOTAL:	\$204.00
AD.6.11.26 AUTO SUPPLIES	ARK VALLEY AUTO SERVICE, INC	06/11/26		\$1,997.74
			INVOICE AD.6.11.26 TOTAL:	\$1,997.74
AD.6.11.26 FOOD	US FOODSERVICE	06/11/26		\$2,856.61
			INVOICE AD.6.11.26 TOTAL:	\$2,856.61
			EXPENSE ACCOUNT 444.9005 TOTAL:	\$20,814.44
			REPORT TOTAL:	\$20,814.44

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: June 23, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: June 8, 2026

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider ratifying 6-8-2026 email approval poll to transfer \$40,000 in Intercounty TANF funds from Weld County DHS to Prowers County DHS, with Prowers County assuming the corresponding Maintenance of Effort (MOE) for the fund purchase and authorizing BOCC Chairman, Roger Stagner to execute the TANF Funds Transfer.

Justification or Background:

The Weld County Commissioners approved the sale of the TANF funds on June 8, 2026 and the letter requesting the transfer was emailed to CCI on June 8, 2026 with County Administrator Don Wilson copied.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: _____ Other:

Approved by the County Attorney on: 6-12-26

Additional Approvals (if required):

PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.

THANK YOU!



Board of County Commissioners

Prowers County

301 South Main, Suite 215

Lamar, Colorado 81052-2857

(719) 336-8025

FAX: (719) 336-2255

TY HARMON
FIRST DISTRICT

RON COOK
SECOND DISTRICT

ROGER STAGNER
THIRD DISTRICT

June 8, 2026

Works Allocation Committee
Co-Chairs Scott James & Clint Woodruff
Colorado Counties, Inc.
1120 N Lincoln Street, Suite 904
Denver, CO 80203

Re: TANF Funds Transfer

Dear Co-Chairs Commissioner James and Mr. Woodruff,

The Prowers County Department of Human Services and the Weld County Department of Human Services have reached a mutual agreement whereby Weld County would like to transfer \$40,000.00 of TANF funds to Prowers County. Pending approval by the Works Allocation Committee, Prowers County will assume responsibility for the corresponding Maintenance of Effort.

Should you have any questions regarding this matter, please feel free to contact Lanie Meyers-Mireles, Prowers County Director of Human Services, or Jamie Ulrich, Weld County Department of Human Services. Thank you for your time and support in this manner.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Stagner", with a long horizontal flourish extending to the right.

Roger Stagner
Board of County Commissioners, Chair

cc: Jamie Ulrich, Weld County Department of Human Services
Lennie Bottorff, Weld County Department of Human Services
Lanie Meyers-Mireles, Prowers County Director of Human Services



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/23/26

Submitter: Meagan Hillman, PCPHE

Submitted to the County Administration Office on: 6/8/26

Return Originals to: M Hillman PCPHE

Number of originals to return to Submitter: 1

Contract Due Date: 6/8/26

Item Title/Recommended Board Action:

Consider approval of Contract Modification Amendment #3, 2027*0416 AMD3 to Original Contract 2025*086 Task Order 23 FAA 00042 between Colorado Department of Public Health & Environment and Prowers County Public Health Environment and authorizing Prowers County Public Health Director, Meagan Hillman to execute the Contract electronically.

Justification or Background:

This funding is for our regional Healthcare Coalition, SERHCC. PCPHE is the fiscal agent and has been since the HCC's inception

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	6-12-2026 _____
Finance	_____
Clerk	_____
HR	_____

State of Colorado Contract Modification

Contract Amendment #1

State Agency

Colorado Department of Public Health and Environment

Contractor

Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of Prowers County Public Health

Original Contract Number

23 FAA 00042

Amendment Contract Number

2024*0447 AMD1

Contract Performance Beginning Date

July 1, 2023

Current Contract Expiration Date

June 30, 2027

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2024: \$30,000.00

Extension Terms

State Fiscal Year 2025: \$46,000.00

State Fiscal Year 2026: \$39,390.00

State Fiscal Year 2027: \$44,000.00

Total for All State Fiscal Years:

\$159,390.00

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

Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of Prowers County Public Health

State of Colorado

Jared S. Polis, Governor

Colorado Department of Public Health and Environment

Jill Hunsaker Ryan, MPH, Executive Director

By: Meagan Hillman, Director

By: Chelsea Gilbertson, Procurement and Contracts Director

Date: _____

Date: _____

State Controller

Robert Jaros, CPA, MBA, JD

Amendment Effective Date:

By: Kurt Williams, Controller

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

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 1, 2026, whichever is later and shall terminate on the termination of the Contract or June 30, 2027, whichever is earlier.

4. Purpose

This amendment extends the term for an additional period, replaces the Statement of Work and provides funding for the extension term.

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. The Parties now agree to modify Exhibit B-Statement of Work of the Agreement. Exhibit B-Statement of Work, is deleted and replaced in its entirety with Exhibit B-Statement of Work, attached to this Amendment.
- D. The Parties now agree to modify Exhibit C-Budget of the Agreement. Exhibit C-Budget is deleted and replaced in its entirety with Exhibit C-Budget, attached to this Amendment.

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.

Statement of Work

To Original Contract Number CT 2024*0447 AMD1

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above, as amended.

I. Entity Name: Prowers County Public Health

II. Project Description

This project serves to enhance regulatory compliance in retail food establishments, child care facilities, and schools. This is an environmental health project, directed by state statute for the department to execute its powers and duties to establish and enforce sanitary standards at retail food establishments, child care facilities and schools in Colorado. This is a statewide project and it benefits adult and children residents and visitors to the state. The success of the project will be demonstrated through the completion of regulatory inspections, compliance assistance, compliance assurance, and regulatory enforcement at retail food establishments, child care facilities and schools.

The inspections, compliance assurance and regulatory oversight of retail food establishments, schools and child care facilities are required by statute and regulation and funding for these activities is statutorily provided to CDPHE's Division of Environmental Health and Sustainability.

III. Definitions

- A. CDPHE: Colorado Department of Public Health and Environment
- B. DEHS: Division of Environmental Health and Sustainability
- C. HACCP: Hazard Analysis Critical Control Points
- D. High-risk schools: Schools that are engaging in the use of toxic substances and/or hazardous materials in science, art, and/or vocational programs.
- E. Intervention: is considered a routine inspection and can include onsite training, announced inspection, or a HACCP-based critical item inspection.

- F. Low-risk schools: All schools other than high-risk schools.
- G. SOW - Statement of Work, this Exhibit to the Contract that outlines the work to be completed by the Contractor including the project's goal, objectives, activities, standards, and requirement, deliverables, and timelines.
- H. VNRFPS: Voluntary National Retail Food Regulatory Program Standards

IV. Work Plan

Program Goal #1: To protect and improve Colorado's environment and human health through education, collaboration and compliance assurance in retail food establishments, child care facilities and schools.

Project Objective #1: No later than the expiration of the contract, improve public health and environment through the uniform statewide administration, implementation, and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities, and schools in Colorado.

Primary Activity (PA) #1: The Contractor shall conduct licensing and regulatory inspections of retail food establishments in accordance with the Food Protection Act, C.R.S. 25-4-1601, et. seq., 6 CCR 1010-2, State Board of Health, *Colorado Retail Food Establishment Regulations*, and state standards. The regulation is incorporated and made part of this contract by reference, available at the following website:
<https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=11372&fileName=6%20CCR%201010-2>

PA #1 Sub-Activities:

1. The Contractor shall conduct on-site routine inspections of each retail food establishment at a frequency determined by a risk-based methodology approved by the State or twice per year.

2. The Contractor shall report the results of the on-site routine inspections, no later than two (2) business days after the completion, in one (1) of the following digital databases:
 - a) the State's digital database,
 - b) the Contractor's equivalent digital database.
3. The Contractor shall conduct interventions and re-inspections for retail food establishments that, through inspection findings, are identified as requiring re-inspections or that require immediate closure.
4. The Contractor shall report the results of the interventions and re-inspections of at-risk food establishments, no later than two (2) business days after completion, in one (1) of the following digital databases:
 - a) the State's digital database,
 - b) the Contractor's digital database.
5. The Contractor shall record in the approved digital database the following information:
 - a) Licensing information,
 - b) inspections,
 - c) interventions,
 - d) violations,
 - e) violation pervasiveness,
 - f) compliance data.
6. The Contractor shall complete an electronic data transfer report each month or upon request by the State, in the format requested by the State, if not using the State's digital database.

PA #1 Standards and Requirements:

1. The Contractor shall comply with the Food Protection Act, C.R.S. 25-4-1601, et. seq. This document is incorporated and made part of this contract by reference and is available on the following website [C.R.S. Title 25, Art. 4, Pt. 16](#).

2. The Contractor shall comply with all other policies, regulations, interpretive memoranda, and guidance documents issued by DEHS that are used to clarify the interpretation and implementation of the governing laws.
3. The Contractor shall develop a system for determining and tracking the next inspection dates that allows the Contractor to easily identify past-due inspections.
4. The Contractor shall not have inspections more than 90 days past due. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances.
5. The Contractor shall not perform follow-up facility inspections that do not result in a point accumulation requiring a re-inspection without requesting a methodology approval from the State.
6. The Contractor shall develop a system for tracking all re-inspections that are required to maintain the timely completion of all required re-inspections.
7. If the Contractor does not utilize the State data system, the Contractor shall provide, at a minimum, view-only access for the State to utilize the Contractor's digital database for the monitoring of the following:
 - a) licensing,
 - b) inspections,
 - c) re-inspections,
 - d) facility closures,
 - e) interventions,
 - f) violations,
 - g) violation pervasiveness,
 - h) license types,
 - i) food risk factors,
 - j) inspection frequency calculations,
 - k) inspection types,
 - l) inspection completion totals,
 - m) past due inspections,

- n) retail food establishment fees,
 - o) fee remittance for the State portion of license fees.
8. The Contractor shall provide at least one (1) employee that has successfully completed retail food establishment standardization through the DEHS, or have one (1) employee who meets the standardization eligibility requirements (including compliance with FDA's VNRFPS Standard 2) for standardization and participates in and successfully completes the standardization exercise when scheduled by DEHS. The VNRFPS information is incorporated and made part of this contract by reference, and is available on the following website:
<http://www.fda.gov/Food/GuidanceRegulation/RetailFoodProtection/ProgramStandards/default.htm>.
9. Progress in the FDA's VNRFPS will include:
- a. Participation in statewide committees for the development of the State requirements for a particular standard.
 - b. Demonstration of advancement toward compliance with VNRFPS Standard 2 assuring retail food inspectors meet national criteria for appropriate training, education and standardization to adequately perform required inspections and interventions.
 - c. Demonstration of advancement toward compliance with VNRFPS Standard 3 assuring a risk-based inspection focus, the correction of documented deficiencies, applying pervasiveness and statutory enforcement process, and assuring the focus of inspections on the highest risk establishments.
 - d. Coordination with the department to facilitate DEHS audits of compliance audits performed as part of VNRFPS.
 - e. Coordination with the department to conduct audits of DEHS for compliance with VNRFPS.
10. The Contractor shall complete retail food inspections at a sufficient rate to protect public health and maintain a consistent presence in the community (i.e. approximately 25% of annually required inspections completed per quarter).

- a. If extenuating circumstances cause the Contractor to complete less than 25% of the annually-required number of inspections in a quarter, the Contractor shall notify the State in writing explaining the extenuating circumstances.
 - b. When the Contractor lacks the program budget to provide a staffing level of one full-time equivalent (FTE) devoted to retail food safety for every 320 inspections to be performed, the Contractor shall include such information in a written notification to the State. FTE requirements calculated may be compared with funding provided through retail food license revenues and local staffing costs when justifying proportionally appropriate work completion.
 - c. The Contractor shall verify all licensing fees collected are directed towards retail food program activities.
11. The Contractor shall use the State inspection forms (or digital equivalent), or a form approved by the State, and mark the compliance status options for all violations as in compliance (In), out of compliance (Out), not applicable (NA), or not observed (NO) during each retail food establishment inspection. For each retail food violation marked out of compliance (Out), a pervasiveness determination of low, medium, or high shall be assigned.
12. The Contractor shall, at the completion of each inspection, finalize the inspection report with the inspection findings and review the results with the facility prior to leaving the establishment. Conditions and violations noted on the inspection report at the time of the inspection cannot be altered after leaving the establishment without providing full documentation and explanation of the alterations to the facility. The necessity for any such alterations should be minimized to the greatest extent possible, and full documentation must also be recorded in the State's digital database or the Contractor's approved digital database.
13. If the Contractor chooses to communicate retail food inspection results to the public, the Contractor shall use the State-approved methodology.

14. The Contractor shall maintain inspection and compliance records for retail food establishments in the State's digital database, or in the Contractor's State-approved digital database in order for DEHS to immediately determine:
- a. An accurate and complete inventory of existing retail food establishments;
 - b. The number of inspections and re-inspections conducted;
 - c. The number of inspections that resulted in closure of the inspected facility;
 - d. Completion rates for required inspections and interventions;
 - e. If any inspection reports were altered after issuance at the time of inspection, and the number of any such altered reports;
 - f. Whether the required inspection frequency was met; and
 - g. The number of enforcement actions taken to obtain compliance in retail food establishments.

PA #1 Deliverable(s):

Deliverable #1: The Contractor shall submit Inspection Reports

Due: No later than two (2) business days after the completion of inspections.

Deliver To: The Colorado Retail Food Program manager. Delivery shall be accomplished through entry of the report into the state data system or the Contractor's approved data system. A copy of the report must also be provided to the retail food establishment.

Primary Activity (PA) #2: The Contractor shall uniformly implement and administer the Food Protection Act.

PA #2 Sub-Activities):

1. The Contractor shall issue new and renewal licenses and certificates of license using the State's digital database or approved Contractor-specific data system(s), and remit the statutorily required portion of the applicable licensing fee to DEHS on a monthly basis.

2. The Contractor shall respond to any plans and specifications or HACCP plans submitted by retail food establishments within 14 calendar days.
 - a. The Contractor shall review and approve HACCP plans submitted by retail food establishments to verify that food handling risks are reduced to prevent food-borne illness outbreaks.
 - b. The Contractor shall review all submitted plans for new or extensively remodeled retail food establishments.
 - c. If a HACCP plan or other plan or specification is deemed inadequate, the Contractor shall provide a written response to the submitter with a statement describing how such deficiencies may be corrected.
3. The Contractor shall hear and determine all complaints against licensees or grantees of certificates of license and administer oaths and issue subpoenas to require the presence of any person necessary to the determination of any such hearing.
4. The Contractor shall review all variance requests submitted by retail food establishments and provide a recommendation for approval or denial to be considered by CDPHE.
5. The Contractor may enroll and maintain progress in FDA's VNRFPS as staffing resources allow.
6. The Contractor shall participate in individual and statewide trainings offered by DEHS for the retail food program or supporting data system(s).
7. The Contractor shall participate in the State's data standardization efforts.
8. The Contractor shall participate in program evaluations of environmental health services provided to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments when scheduled by the State.

PA #2 Standards and Requirements :

1. Format, wording, and content of Contractor invoices for license fees shall be provided by the State's digital database or approved by DEHS.

PA #2 Deliverable(s):

Deliverable #2: The Contractor shall remit the statutorily required portion of the applicable retail food licensing fee to DEHS.

Due: No later than fifteen (15) business days after the end of each month.

Deliver To: Deputy Director of DEHS, or designated DEHS staff.

Deliverable #3: The Contractor shall submit an electronic data transfer of retail food establishment data in accordance with the State's protocol (if not using the State's digital database).

Due: No later than five (5) business days after the end of each month.

Deliver To: The Deputy Director of DEHS, or their designee, via email.

Primary Activity (PA) #3: The Contractor shall conduct regulatory inspections and assure regulatory compliance for child care facilities in accordance with section 25-1.5-101(h) of the *Colorado Revised Statutes*, 6 CCR 1010-7, State Board of Health, *Health and Sanitation of Child Care Facilities in the State of Colorado*, and state standards. The regulation is incorporated and made part of this contract by reference, available at the following website:

<https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=12231&fileName=6%20CCR%201010-7>

PA #3 Sub-Activities:

1. The Contractor shall inspect each licensed child care facility once every two years, utilize the CDPHE Child Care risk-based inspection frequency methodology, or inspect at a risk-based inspection frequency approved by the State and enter those inspection results into the Contractor's digital database or the State's digital database no later than two (2) working days after the activity was completed.
2. The Contractor shall inspect annually the following facilities located in the Contractor's jurisdiction:
 - a) guest child care,

- b) public services short-term child care.
3. The Contractor shall develop a system for tracking all re-inspections that are required to maintain the timely completion of all required re-inspections.
 4. The Contractor shall not have inspections more than 90 days past due. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances.
 5. The Contractor shall record in the approved digital database the following data, no later than two (2) working days after the completion of the activity:
 - a) inspections,
 - b) interventions,
 - c) violations, and
 - d) compliance data.
 6. If the Contractor does not utilize the State data system, the Contractor shall provide, at a minimum, view-only access for the State to utilize the Contractor's digital database for the monitoring of the following:
 - a) inspections,
 - b) inspection frequency calculations,
 - c) interventions,
 - d) violations,
 - e) facility types,
 - f) inspection types,
 - g) inspection completion totals,
 - h) past due inspections,
 - i) follow-up inspections.
 7. If required by the agency, the Contractor shall review all plans submitted by child care facilities and provide a written response within two weeks of submission.
 8. The Contractor shall review all variance requests submitted by child care facilities and provide a recommendation for approval or denial to be considered by CDPHE.

9. The Contractor shall participate in individual and statewide training offered by DEHS for the supporting data system and the child care program, per Child Care Inspection Training Standards.
10. The Contractor shall participate in child care program evaluations when requested by the State.

PA #3 Standards and Requirements :

11. The Contractor shall comply with the Colorado State Board of Health Rules 6 CCR 1010-2, *Colorado Retail Food Establishment Regulations* and 6 CCR 1010-7, *Health and Sanitation of Child Care Facilities in the State of Colorado*.
12. The Contractor shall comply with all other policies, regulations, interpretive memoranda, operating procedures, standards, and guidance documents issued by DEHS to clarify the interpretation and implementation of the rules and regulations.
13. The Contractor shall ensure compliance with the *Child Care Inspection Training Standards* for employees when conducting inspections in child care facilities and maintain training records.
14. The Contractor shall use the State inspection forms (or digital equivalent), or a form approved by the State, to mark the compliance status options for all violations during each childcare or school inspection, as:
 - a) in compliance (In),
 - b) out of compliance (Out),
 - c) not applicable (NA),
 - d) not observed (NO).
5. Unless there are extenuating circumstances, the Contractor shall, at the completion of each inspection, finalize the inspection report with the inspection findings and review the results with the facility prior to leaving the establishment. Conditions and violations noted on the inspection report at the time of the inspection cannot be altered after leaving the establishment without providing full documentation and explanation of the alterations to the facility. The necessity for any such alterations should be minimized to the

greatest extent possible and full documentation must also be recorded in State's digital database or the Contractor's approved digital database.

6. The Contractor shall maintain adequate inspection and compliance records for child care facilities in a digital database in order for DEHS to immediately determine:
 - a. An accurate and complete inventory of existing child care facilities;
 - b. The number of inspections due, past due, and completed;
 - c. The number of non-critical and critical item violations cited during child care facility inspections, and whether critical items identified on inspections were corrected;
 - d. Completion rates for required inspections;
 - e. Whether the required inspection frequency was met.

PA #3 Deliverable(s):

Deliverable #4: The Contractor shall submit Inspection Reports

Due: No later than two (2) business days after the completion of inspections.

Deliver To: The Colorado Institutions Unit manager. Delivery shall be accomplished through entry of the report into the state data system or the Contractor's approved data system. A copy of the report must also be provided to the retail food establishment.

Deliverable #5: The Contractor shall submit an electronic data transfer for child care facility data each month in accordance with the State's protocol (if not using the State's digital database).

Due: Monthly.

Deliver To: The Deputy Director of DEHS, or their designee, via email.

Primary Activity (PA) #4: The Contractor shall conduct regulatory inspections and assure regulatory compliance for schools in accordance with section 25-1.5-101(h) of the *Colorado Revised Statutes*, 6 CCR 1010-6, State Board of Health, *Rules and*

Regulations Governing Schools, and state standards. The regulation is incorporated and made part of this contract by reference, available at the following website: <https://www.sos.state.co.us/CCR/GenerateRulePdf.do?ruleVersionId=12503&fileName=6%20CCR%201010-6>

PA #4 Sub-Activities:

1. The Contractor shall inspect the high-risk schools once per year and enter the inspection results into the approved digital database no later than two (2) working days after the inspection is completed.
2. The Contractor shall develop a system to track upcoming inspection dates and identify past-due inspections.
3. The Contractor shall not have inspections more than 90 days past due. If extenuating circumstances cause the Contractor to be more than 90 days past due, the Contractor shall notify the State in writing of the extenuating circumstances.
4. The contractor shall inspect low-risk schools at least once every two years and enter the inspection results into the approved digital database no later than two (2) working days after the activity was completed.
5. The Contractor shall record in the approved digital database, not later than two (2) working days after completion, the following information:
 - a. inspections,
 - b. interventions,
 - c. violations,
 - d. compliance data.
6. If the Contractor does not utilize the digital database provided by the State, the Contractor shall provide, at a minimum, view-only access for the State to utilize the Contractor's digital database for the monitoring of the following:
 - a. inspections,
 - b. sampling and testing results,
 - c. interventions,
 - d. violations,

- e. facility types,
 - f. inspection types,
 - g. inspection completion totals,
 - h. past due inspections,
 - i. follow-up inspections for high-risk and low-risk schools.
7. If the Contractor's agency performs school plan reviews, the Contractor shall review all plans submitted by schools and provide written response within two weeks of submission.
 8. The Contractor shall review all variance requests submitted by schools and provide a recommendation for approval or denial to be considered by CDPHE.
 9. The Contractor shall participate in individual and statewide training offered by DEHS for the school program or supporting data system(s).
 10. The Contractor shall participate in school program evaluations when requested by the State.

PA #4 Standards and Requirements :

1. The Contractor shall comply with the Colorado State Board of Health Rules 6 CCR 1010-2, *Colorado Retail Food Establishment Regulations*, and 6 CCR 1010-6, and *Rules and Regulations Governing Schools*.
2. The Contractor shall comply with all other policies, regulations, interpretive memoranda, operating procedures, standards, and guidance documents issued by DEHS to clarify the interpretation and implementation of the rules and regulations.
3. The Contractor shall use the State inspection forms (or digital equivalent), or a form approved by the State, to mark the compliance status options for all violations during each childcare or school inspection, as:
 - a. in compliance (In),
 - b. out of compliance (Out),
 - c. not applicable (NA),
 - d. not observed (NO).

4. Unless there are extenuating circumstances, the Contractor shall, at the completion of each inspection, finalize the inspection report with the inspection findings and review the results with the facility prior to leaving the establishment. Conditions and violations noted on the inspection report at the time of the inspection cannot be altered after leaving the establishment without providing full documentation and explanation of the alterations to the facility. The necessity for any such alterations should be minimized to the greatest extent possible and full documentation must also be recorded in State's digital database or the Contractor's approved digital database.
5. The Contractor shall maintain adequate inspection and compliance records for schools in a digital database in order for DEHS to immediately determine:
 - a. An accurate and complete inventory of existing high risk and low risk schools;
 - b. The number of inspections due, past due, and completed;
 - c. The number of non-critical and critical item violations cited during school inspections, and whether critical items identified on inspections were corrected;
 - d. Completion rates for required inspections; and,
 - e. Whether the required inspection frequency was met.

PA #4 Deliverable(s):

Deliverable #6: The Contractor shall submit Inspection Reports

Due: No later than two (2) business days after the completion of inspections.

Deliver To: The Colorado Institutions Unit manager. Delivery shall be accomplished through entry of the report into the state data system or the Contractor's approved data system. A copy of the report must also be provided to the retail food establishment.

Deliverable #7: The Contractor shall submit an electronic data transfer of school data each month in accordance with the State's protocol (if not using the State's digital database).

Due: Monthly.

Deliver To: The Deputy Director of DEHS, or their designee, via email.

General Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites, and information contained on CDPHE and non-CDPHE websites, may be updated periodically during the contract term. The Contractor shall monitor electronic documents and website content and information for changes to comply with all updates.
2. Contractor shall inform CDPHE of any nonfunctioning linked or incorporated hyperlinks, documents, or resources within ten (10) days of discovery.
3. The contractor shall actively participate in the planning for, execution of, and responses to comprehensive DEHS program assessments of environmental health services provided to achieve the uniform statewide administration, implementation and enforcement of standards and rules established by the CDPHE for retail food establishments, child care facilities and schools.
4. The activities and deliverables for this project cannot be delegated by the Contractor to third party(ies), i.e. subcontracted, without written approval from the State.

Expected Results of Activities:

1. Complete inspections and assure regulatory compliance in retail food establishments in proportion with the revenue generated from retail food license fees established by the State so that the Contractor can maintain compliance with Title 25, Article 4, Part 16, C.R.S.
2. Complete inspections and assure regulatory compliance in child care facilities and schools in proportion with the funding provided through this contract.

Measurement of Expected Results:

1. The number of retail food inspections required to be completed by the Contractor during the State fiscal year (based on the State’s risk-based inspection scheduling methods or an alternate risk-based methodology approved by the State), and the number of inspections actually completed.
2. The number of retail food re-inspections and facility closures required and completed in accordance with state law.
3. Violation rates, by violation (checklist item), for retail food establishment inspections and associated rates of low, medium or high pervasiveness for each violation.
4. The number of child care facility inspections required to be completed by the Contractor during the State fiscal year and the number of child care facility inspections completed.
5. The number of high-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of high-risk school inspections actually completed.
6. The number of low-risk school inspections required to be completed by the Contractor during the State fiscal year and the number of low-risk school inspections actually completed.

V. Deliverable Schedule:

Description:	Due Date:
The Contractor shall submit an electronic data transfer each month in accordance with the State’s protocol (if not using the State’s digital database) for retail food establishments to the Deputy Director of DEHS, or their designee, via email.	No later than the 15th day of the following month.
The Contractor shall submit an electronic data transfer in July for the previous state fiscal year and in January	No later than July 15 and January 15.

<p>for the previous calendar year in accordance with the State’s protocol (if not using the State’s digital database) for child care facilities and schools to the Deputy Director of DEHS, or their designee, via email.</p>	
<p>The Contractor shall submit the statutorily required portion of the applicable retail food licensing fee to DEHS on a monthly basis.</p>	<p>No later than the 15th day of the following month.</p>
<p>Upon request, the Contractor shall submit an inspection and compliance progress summary (if not using the State’s digital database) to the Deputy Director of DEHS, or their designee, via email.</p>	<p>Within 10 days of request.</p>
<p>The Contractor shall respond in writing to issues identified during comprehensive DEHS program assessments.</p>	<p>Within 90 days of the date of the assessment.</p>

VI. Monitoring

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Contract Monitoring Team. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports, and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VII. Resolution of Non-Compliance

The Contractor will be notified in writing within fifteen (15) calendar days of discovery of a compliance issue(s). Within thirty (30) calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in

writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the [insert CDPHE Position Title of person to receive this request] and receive approval for a new due date. The State will oversee the completion and implementation of the agreed-upon action(s) to ensure timelines are met, and the compliance issue(s) is resolved. Failure by the Contractor to diligently pursue the compliance resolution plan, or to reach an agreement with the State on such a plan, may result in the State exercising its rights under the provisions of the contract.

VIII. Additional Provisions

A. Invoicing Provisions

To receive compensation under the Contract, the Contractor shall submit a signed Quarterly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website <https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links> and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than forty-five (45) calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with this Statement of Work and Budget.

Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice with the Excel workbook containing the Expenditure Details page to: Jessica Grimsman, jessica.grimsman@state.co.us

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than ten (10) calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

Contractor shall request prior approval in writing from the State for all modifications to the Statement of Work, or for any modification to the direct costs in excess of twenty-five percent (25%) of the total budget for direct costs, or for any modifications to the indirect cost rate. Any request for modifications to the Budget in excess of twenty-five percent (25%) of the total budget for direct costs, or any modifications to indirect cost rates, shall be submitted to the State at least ninety (90) days prior to the end of the contract period and will require a modification in accordance with the provisions of this Contract.

B. Deliverable Acceptance Process

1. The Contractor shall coordinate and prioritize all work to ensure that all deliverables, due dates, and timelines are met.
2. The Contractor shall employ an internal quality control process to ensure that all deliverables are complete, accurate, easy to understand, and of high quality.
3. The Contractor shall provide deliverables that, at a minimum, are responsive to the relevant Standards and Requirements in the SOW, organized in a logical order, contain no spelling or grammatical errors, are formatted uniformly, and contain accurate information and correct calculations.
4. The Contractor shall maintain all work papers related to the development of all Deliverables for reference through the duration of the contract.
5. The Contractor shall provide, at no cost to the State, copies of any work papers or supporting documentation related to the development of any Deliverable within fifteen (15) calendar days of request by the State.
6. The Contractor shall submit each Deliverable to the State by the specific due date for each Deliverable outlined in the Deliverable Schedule for review and approval.
7. Review - Unless specifically outlined elsewhere in the SOW, the State will have fifteen (15) calendar days from the date the deliverable is due to the State by the Contractor to evaluate that Deliverable.
8. Notice - Unless specifically outlined elsewhere in the SOW, if the State, in its sole discretion, determines that a submitted Deliverable fails to meet the Standards and Requirements or is otherwise deficient, the State will notify the Contractor of the failure or deficiency within fifteen (15) calendar days of the date the State becomes aware of the failure or deficiency.
9. Revision - Unless specifically outlined elsewhere in the SOW, the Contractor shall have fifteen (15) calendar days from notice of a Deliverable's failure or

deficiency to revise the Deliverable and resubmit it to the State for review and approval.

10. The Contractor shall participate in the Deliverable review and revision process until the State provides written acceptance of the Deliverable.
11. At no time shall payment or partial payment for a Deliverable constitute acceptance of the Deliverable and excuse Contractor's obligation to participate in the Deliverable review and revision process until such time as the State issues written acceptance of the Deliverable.

C. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination

The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

D. Option to Increase or Decrease Maximum Amount

The State has the Option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Agreement and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this Agreement. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Agreement. 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 this Agreement.

E. Option to Extend Term

The State at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less, at the same rates and under the same terms specified in the Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to the Contractor in a form substantially equivalent to the Sample Option Letter attached to this Agreement. The total duration of this Agreement, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

EXHIBIT C

Budget

Prowers	Total	Quarterly Distribution
FY24	\$30,000.00	\$7,500.00
FY25 OL #1	\$46,000.00	\$11,500.00
FY26 OL #2	\$46,000.00	
FY26 OL #3	(\$ 6,610.00)	\$9,847.50
FY27 AMD #1	\$44,000.00	\$11,000.00
Total	\$159,390.000	



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/23/26

Submitter: Melissa Ruddick, Admin Assistant

Submitted to the County Administration Office on: 06/15/2026

Return Originals to: Admin Office

Number of originals to return to Submitter: 2

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of acknowledgment of event date change for Fairgrounds Facility Rental Agreement with Vaqueros Saddle Club from September 5, 2026 to September 19, 2026. The Original Fairgrounds Facility Rental Agreement was approved by the Board of County Commissioners on 11/25/2025.

Justification or Background:

Vaqueros Saddle Club has a conflict with their schedule for 09/05/2026.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____

VAQUEROS SADDLE CLUB IS REQUESTING A DATE CHANGE FOR SEPTEMBER 2026. THEY HAVE BEEN APPROVED FOR 09/05/2026, HOWEVER THEY ARE REQUESTING THE DATE BE CHANGED TO 09/19/2026. PLEASE EMAIL AXEL & MADDIE WITH BOCC APPROVAL.

RECEIVED
NOV 14 2025

PROWERS COUNTY FAIRGROUNDS FACILITY BY: _____
RENTAL AGREEMENT

Today's Date: <u>11/14/25</u>	Date(s) of Events: <u>3/7, 3/21, 4/4, 4/25</u>	<u>5/9, 5/16</u>
Name of Organization: <u>Vaqueros Saddle Club</u>	Set Up Time: <u>1</u> am <input checked="" type="radio"/> pm	<u>6/13, 6/27</u>
Name & Address of Authorized Agent: <u>Axel Thurner</u> <u>28001 CR 3</u> <u>Lamar CO 81052</u>	Event Starts: <u>2</u> am <input checked="" type="radio"/> pm	<u>7/11, 7/18</u>
Phone: <u>719 688 0896</u>	Finish Time: <u>7</u> am <input checked="" type="radio"/> pm	<u>8/2 Fair</u>
Sales Tax ID: _____	<input checked="" type="checkbox"/> Arena <input type="checkbox"/> Home Ec <input type="checkbox"/> Centennial <input type="checkbox"/> Pavilion	<u>9/5</u> <u>10/17</u>
Type of Event: <u>Gymkhana + Ranch Versatility</u>		

Request to Change date to 09/19/2026

If approved by the Board of County Commissioners (the "Commissioners"), I agree to pay fees in the amount of \$ 0 or to submit a request for a waiver of the fees. I understand the decision to waive any or all of the fees are at the total discretion of the Commissioners. I have attached copies of my State of Colorado Sales Tax License and the City of Lamar Sales Tax License, if applicable. Failure to do so will result in denial of my rental request, unless I am legally exempt. The attached lease terms are part of this Agreement.

[Signature] Authorized Agent Date 11/14/25

The Commissioners reserve the right to not lease any portion or all of the Fairgrounds to any organization which it deems in its sole discretion, to be in direct and adverse competition to Prowers County merchants or is otherwise detrimental to Prowers County citizens. Fees may be adjusted at the discretion of the Commissioners based upon the number of participants or unique conditions. Fees are based on daily rates.

Rental Approved:
[Signature] Maintenance & Facilities Director Date 11-17-25
[Signature] Chairman Date 11-25-2025
Prowers County Board of Commissioners

For County Use Only:
Date Booking Fee Paid (\$25.00): waived 11/25/2025 Damage/Cleaning Deposit: waived 11/25/2025
Date Rental Fee Paid: waived 11/25/2025 Date Paid: waived 11/25/2025
Inspection completed _____ Damage/Cleaning Deposit Refunded: Y N, if no, see attached
Please note that any deposit refund due back to you will be provided by a Prowers County check. Checks are issued upon approval at the Commissioners' meetings
Liability Insurance received: Yes ___ No ___ Date: _____

Melissa Ruddick

From: Maddie Hoey <maddiehoey.3@gmail.com> on behalf of Maddie Hoey
Sent: Monday, June 15, 2026 10:59 AM
To: Melissa Ruddick
Subject: Moving VSC September Gymkhana

Good morning,

Would Vaqueros be able to move our September gymkhana from the 5th of September to the 19th? I will not be in town to run the office. If I need to refill out an application I can. You will just need to email me a blank PDF. Please let me know as soon as possible.

Thank you





PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/23/26

Submitter: Don Wilson

Submitted to the County Administration Office on: 6/15/23

Return Originals to: Don Wilson

Number of originals to return to Submitter: 1

Contract Due Date: 6/30/26

Item Title/Recommended Board Action:

Consider ratifying 5-29-2026 email poll, approving a Grant Application for a SECOG Mini Grant in the amount of \$7,500 for contract services with Magellan Strategies for the employee survey.

Justification or Background:

This grant is a 50/50 grant and will require \$3,750 in matching funds.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ 3750 Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____



Proposal of Employee Survey Research Services to Prowers County, Colorado

February 4th, 2026



Prepared for Don Wilson, County Administrator
Prepared by David Flaherty, CEO



Magellan Strategies
4800 Aspen Creek Drive | Broomfield, CO 80023
MagellanStrategies.com | 303-861-8585

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About Magellan Strategies

Magellan Strategies is a professional public opinion research firm that measures and understands resident and voter opinions. Since 2007, we have managed ballot measure research projects for numerous Colorado counties, local governments, school districts, and special districts, including metro, library, fire, and recreation. Our team works closely with county leadership, staff, and commissioners. We are proud supporters of **Colorado Counties, Inc. (CCI)** and regularly participate in its spring and winter conferences. You can learn more about our work with counties and local governments by clicking **HERE**.



We appreciate the opportunity to submit this proposal to County Administrator Don Wilson and the Prowers County leadership team.

Prowers County Survey Objectives

Prowers County needs an experienced public opinion research firm to manage a statistically accurate, demographically representative survey of the county’s employees. The survey will include questions gauging opinions on the following issues, including:

- Measure employee job satisfaction and overall opinions of the workplace culture.
- Measure awareness of the county’s employee benefit and compensation packages.
- Educate and inform individuals about other county/municipality salary ranges and benefit packages for comparable positions.

Additionally, the survey will include open-ended, verbatim questions, giving respondents multiple opportunities to share their honest thoughts and opinions.

The Magellan Strategies Opinion Survey Difference

When selecting an opinion research firm to conduct a professional survey of county employees, staff, and commissioners should understand the various survey data collection methods and databases used for the project. Magellan Strategies uses modern data collection techniques, including MMS text messages, phone interviews as needed, and advanced voter registration databases. Our survey data collection methods consistently produce more engaging surveys and interviews than traditional “phone only” or “online panel” surveys, which rely on outdated voter databases and non-representative, incentivized panels. In short, our survey data collection methods are compared to those of other opinion research firms that rely solely on phone-only and online panels.



Furthermore, our high-quality surveys, which feature larger sample sizes, deliver greater value to our county government clients at comparable or lower costs than competitors. Additionally, our survey platform provides residents with an inclusive, informative, and enjoyable experience. Just ask one of our wonderful clients across Colorado.

How We Prevent Someone From Taking a Survey Multiple Times

We are often asked how we prevent respondents or groups of individuals from taking a survey multiple times. Our survey process generates a unique survey code for each cell phone number or email in the database. If the survey link is shared with multiple respondents, we can “see” that the survey code is replicated numerous times. When this happens, we keep only one survey code for that cell number and delete the others. Additionally, once a respondent completes the survey, the survey link is effectively “closed” and cannot be used to retake the survey.

Prowers County Employee Survey Project Timeline

On average, our survey projects take about 30 days to complete. However, if a client needs to meet a tight deadline, we can complete a survey project in under 30 days. The questionnaire design phase always takes the most time. The table below outlines each survey phase.

Ballot Measure Survey Project Phases							
Estimated Number of Days (36 total)	1	10	2	15	1	4	3
Initial survey meeting & discussion							
Survey questionnaire development & design							
Survey public communication & awareness phase							
Survey data collection phase (MMS Text & promotion)							
Deliver survey topline & crosstabs							
Deliver survey verbatims, presentation & summary							
Present survey findings to staff, Commissioners, and public meeting (we assume 3 separate meetings)							

Magellan Strategies Survey Project Deliverables

Our survey research project deliverables include a topline document, a PowerPoint presentation, open-ended verbatim responses, crosstabs, and a written summary as needed. Please click the links below to review and download a specific survey deliverable from our Larimer County 2025 Transportation ballot measure survey.

Topline Document - [CLICK HERE](#) **Verbatim Responses - [CLICK HERE](#)**
Survey Presentation - [CLICK HERE](#) **Survey Crosstabs - [CLICK HERE](#)**

Prowers County Employee Survey Project Pricing

For this project, we are charging a single one-time fee of \$7,500. As discussed on the previous call between Magellan Strategies and Powers County, it is understood that Magellan will be using Prowers employee email database to send out the survey.

Interviews

About 25 to 30 questions..... \$7,500

Summary

We look forward to discussing our proposal with Don Wilson and the Prowers County leadership team in the near future. The following are summaries of past survey projects, reference information, and our team biographies.

Larimer County 2024, 2025 Road & Transportation Ballot Measure Surveys

As noted in our example survey section, our team has conducted multiple ballot measure surveys for Larimer County in 2024 and 2025. The focus of our survey work was to educate and inform Larimer County voters of the \$300M transportation and road maintenance backlog. Additionally, our survey measured voter support and opposition levels for a 0.15% sales tax increase that would generate \$17 million annually. Unfortunately, the transportation ballot measure narrowly failed in November 2024 and 2025, primarily due to a total lack of campaign resources and management skills. Reference: Lesli Ellis, Director of Community Planning, Infrastructure, and Resources, at ellislk@co.larimer.co.us or 970-498-5741.

Arapahoe County 2024 De-Bruce/Sales Tax Ballot Measure Surveys

One challenge for counties when putting a ballot measure before voters is educating communities about which services (public safety, roads, mental health) are provided by the county, and which are provided by a city or municipality. Our work for Arapahoe County had to address these issues and help the county either pass a 0.25% sales tax increase or De-Bruce, and to be allowed to retain public funds that would otherwise have been returned to voters under the Tabor Amendment. After extensive testing of both ballot measure options, the county decided to go for the DeBruce option. Due to strong ballot language and Public Alignment's community engagement efforts, this ballot measure was approved by 71% of voters in November 2024. Reference: Commissioner Office Director Michelle Halstead, mhalstead@arapahoegov.com, 303-795-4530.

Mesa County 2023, 2024, 2025 De-Bruce/Ballot Measure Surveys

The Magellan Strategies team has been managing ballot measure survey projects for Mesa County over the past five years. We typically survey their residents once or twice a year to gauge levels of support and opposition for various county funding ballot measures. This includes asking voters to retain a portion of TABOR refund dollars and reallocate dedicated funding to other services, such as capital transportation projects and public safety needs. Reference: County Administrator Todd Hollenbeck, todd.hollenbeck@mesacounty.us, 970-210-4771.

City & County of Broomfield 2023 Police & Library Ballot Measure Survey

In 2023, the City and County of Broomfield sought to measure voter support and opposition for a 0.75% sales tax to fund the expansion of its police department and the construction of a new library in an underserved area of Broomfield. The survey featured several images that informed voters about a new police department facility and included a graph demonstrating the need for additional library space. After the survey results showed weak support for the ballot measure, the City Council chose not to put the ballot measure before voters. Reference: City Manager Jennifer Hoffman, jhoffman@broomfield.org; Director of Communications Julie Story, jstory@broomfield.org; 303-469-3301.

The Magellan Strategies Team

Courtney Sievers, MPA, Director of Survey Research

Since 2009, Courtney Sievers has served as the Director of Survey Research at Magellan Strategies, bringing over 10 years of experience and a proven track record of delivering actionable insights through survey research. Specializing in public policy, ballot measures, and community analysis, she has successfully led hundreds of projects. She has become the go-to expert for organizations looking to assess public opinion on complex legislative and policy issues.



Courtney excels at crafting questions that accurately capture voter opinions, even on the most nuanced topics. Whether your goal is to secure funding through a ballot measure, test campaign messaging, or understand voter priorities, Courtney's sharp analytical skills and strategic approach ensure your survey delivers reliable, clear, and effective results.

Her dedication to building genuine, personal relationships with each client sets her apart from other project managers. She is not just a consultant for the project's duration; she is a partner invested in your long-term success. By taking the time to thoroughly understand your organization's needs, she customizes each project to align with your goals, ultimately helping you communicate the value and impact of your initiatives in a way that resonates with voters.

Courtney holds a Bachelor's Degree in Mathematics with a focus on Statistics from Colorado Mesa University and a Master of Public Administration from the University of Colorado Denver. She lives in Arvada with her husband, Jake, and their two children, Riley and Sammy. When she's not assisting clients with complex survey projects or chasing after her two young kids, you can find her hitting the slopes, watching the Broncos, praying for the Rockies, or rooting for the Nuggets and Avs.

Ryan Winger, Polling Project Manager and Ballot Measure Consultant

Ryan Winger has been a vital leader at Magellan since our founding in 2007 and currently serves as our Director of Survey Data Analysis and Polling Project Manager. With over ten years of experience, Ryan is an expert in data analysis, helping communities better understand their residents and voters to develop effective outreach and campaign strategies. His skills include voter data development, survey design, ballot measure campaign consulting, and ballot language strategy, giving our clients the knowledge and tools they need to succeed.



Throughout his career at Magellan, Ryan has overseen various ballot measure surveys, helping school districts, local governments, and public policy organizations across the state. He has extensive experience in using survey research to develop compelling messages that inform residents and voters. What clients value most about Ryan is his collaborative approach, which respects and recognizes the unique details of each project. This ensures that their strengths and assets are used to develop effective strategies that improve community outreach, engagement, and education. He

also has extensive experience managing bond measures and MLO campaigns for Colorado school districts.

He is particularly proud of his work with 27J Schools in 2022, where he helped lead the “I Am 27J” campaign to a successful mill levy override after more than 20 years of setbacks. Ryan understands that each project is unique. The most rewarding part of his job is learning about clients' individual strengths and challenges and helping them craft the right messages to tell their stories and achieve their goals.

Ryan earned a degree in Political Science from the University of Colorado. He resides in Frederick with his wife, Vicki, and their three children, Emmalyn, Easton, and Everly. Ryan is a big college basketball fan and supports the Kansas Jayhawks.

David Flaherty, Magellan CEO and Founder

David Flaherty is the CEO and founder of Magellan Strategies. He has spent his 34-year career designing and conducting hundreds of survey research projects that gauge resident and voter opinions. David is an expert in public opinion polling, focus group moderation, and voter data analysis.



Before founding Magellan Strategies in 2006, David spent fourteen years working in Washington, DC. During this period, he mastered voter opinion research, questionnaire design, message development, and analysis of voter demographic trends while working at the Republican National Committee, the U.S. House of Representatives (Subcommittee on the Census), Americans for Prosperity, and a small government relations firm.

For the past nineteen years, David has led the growth of the Magellan team by providing high-quality, professional survey research services to local governments, school districts, special districts, and public policy organizations. He takes pride in helping more than 300 Colorado governments secure voter approval for various funding ballot measures.

David hails from Wellesley, Massachusetts, and graduated from the University of Delaware in 1991. He lives in Broomfield, Colorado, with his wife, Jennifer, and their two sons, Jack and Bobby. An enthusiastic skier, golfer, and mountain biker, David also serves on the board of the Five Star Foundation, which supports the Adams 12 Five Star School District.



SOUTHEAST COUNCIL OF GOVERNMENTS 2025 TECHNICAL ASSISTANCE GRANT APPLICATION

Funded by the Southeast Council of Governments
in cooperation with the Colorado Department of Local Affairs Energy and Mineral Impact Assistance Program

SECOG is soliciting proposals for technical assistance projects from its membership. A total of \$120,000 is available to fund 2025 technical assistance projects for dues paying members only, which amounts to a total of \$20,000 per county.

This Grant Application Package contains the following:

- ◆ 2025 Technical Assistance Grant Guidelines
- ◆ 2025 Technical Assistance Grant Application Form

Applications for SECOG's Technical Assistance Grant Program are **accepted by SECOG through the 5th day of every month by 5:00 p.m. All grant applicants will be reviewed and processed for eligibility and presented for approval at the next available quarterly meeting. Applicants will be required to make a five-minute presentation at the meeting of the SECOG board of directors at the Southeast Colorado Enterprise Development Office, Lamar, CO.** The SECOG Board will make funding recommendations at that meeting. Projects will be notified of decisions within 5 days of award and required to sign an MOU with SECOG. Projects will be allowed to commence on as soon as you return the signed MOU and will be required to be completed by December 31, 2027. This is a reimbursement grant program and funds can be paid to grantees on a dollar-for-dollar cash match basis as the project progresses.

The SECOG meets on the 4th Wednesday of March, June, and September. In December, the SECOG will meet only if applications are being considered. January meetings are only for reorganization purposes.

EACH PROJECT MUST PROVIDE A DOLLAR-FOR-DOLLAR CASH MATCH.

***** \$10,000 total project cap on all projects (\$5,000 grant / \$5,000 match)*****

This is a regional grant program covering 6 counties, Baca, Bent, Crowley, Kiowa, Otero and Prowers, and their respective municipalities. We are encouraging at least 4 applications per county, however this is not a requirement. This program is an opportunity to get small projects grant funded (up to \$5,000 grant) with a required match equal to the amount of grant awarded (please note the match can be greater than the amount of the grant). Based on the number of applications received, it may be competitive. Again, the amount allocated to each county is \$20,000 and we encourage at least 4 projects.

Please submit completed applications to:

Southeast Council of Governments
Attn: Stephanie Gonzales
P.O. Box 1600
Lamar, CO 81052
or Fax: 719-336-3835
or email to seced@seced.net

When emailing your project, please put "**2025 SECOG APPLICATION**" in the subject line.

If you have any questions regarding SECOG's Technical Assistance Grant Program, please contact Stephanie Gonzales at 719-336-3850.

2025 TECHNICAL ASSISTANCE GRANT GUIDELINES

Preference given to:

- ◆ Communities with mining, oil, and gas employment;
- ◆ Small towns, particularly those that lack adequate staff; and
- ◆ Economically challenged communities with the eligible categories as follows:
 - ◆ Community and economic development projects
 - ◆ Small scale capital improvements projects
 - ◆ Planning studies/analysis; and
 - ◆ Training or meeting facilitation

Types of Grants:

- **CASH AWARDS** will be made in the amounts determined by the SECOG Board (each individual project is capped at \$5,000), for a total program expenditure not to exceed \$120,000.00 for the region
- ◆ **EACH PROJECT MUST PROVIDE A DOLLAR-FOR-DOLLAR CASH MATCH.**

After the grants have been awarded, any funded projects seeking approval for a change in scope will be required to submit the request in writing to the SECOG Board for approval.

The SECOG board reserves the right to adapt these guidelines to serve the needs of communities and to make adjustments to the amount of available funding.

Use of Grant Funds:

Funds may be used to hire contractors and pay related expenses.

Examples of other eligible uses of funds include:

- Research
- Special land use planning projects such as open space preservation, trail planning, design guidelines, and wildlife preservation.
- Training
- Meeting facilitation
- Design plans/ Planning studies/analysis for municipality/county use
- Workshops/Tradeshows
- Community survey costs
- Prototype projects
- Facade improvements
- Energy efficiency assessments and improvements
- Main Street/Community assessments
- Community mapping
- Small scale capital improvements projects
- Development of marketing/promotional resources such as a website for the municipality or county

Grant funds MAY NOT be used to supplant regularly budgeted staff or project funds.

Grant funds MAY NOT be used to purchase equipment or real property of any type.

Grant funds MAY NOT BE MATCHED BY OTHER DOLA GRANT FUNDS.

Cash match must be in the form of other non-DOLA funds.

Documentation of cash expenditures must follow the Department of Local Affairs process including:

- 1) When applicable, contractor bidding must be open and competitive. Obtain and/or document at least 3 telephone bids.
- 2) Submit a final one-page report of the project accomplishments and send a copy of the completed project deliverables to SECOG, if appropriate.
- 3) Submit a copy of all invoices and expenses paid for contract services. Reimbursements will be made on a dollar for dollar basis up to the amount awarded.

Example of Reimbursement process:

\$8,500 total project.

Project mini-grant award = \$4,250

Cash match from project = \$4,250

1st request for reimbursement: The project submits invoices of \$3,000, a reimbursement check will be issued for \$1,500, the remaining \$1,500 will be credited to match.

2nd request for reimbursement: The project submits invoices of \$4,000, a reimbursement check will be issued for \$2,000, the remaining \$2,000 will be credited to match.

This will continue until the project reaches total expenditures of \$8,500 (where grant of \$5,000 & match of \$5,000 is met).

Recipients of cash awards will sign a letter of agreement including these guidelines.

Again, this is a reimbursement grant in that grant funds can be reimbursed on a dollar for dollar cash match basis to the grantee as the project progresses.

SECOG 2025 TECHNICAL ASSISTANCE GRANT APPLICATION

1. **Jurisdiction**

2. **Name of Person Completing Application**

Address

Phone Number **Email address**

3. **Project Title**

4. **Name and Title of Person Responsible for Completion of Project :**

Address

Phone Number **Email address**

5. **Amount Requested \$** (not to exceed \$5,000)

6. **Category of Application (you may choose more than one)**
- Community with Mining, Oil & Gas Employment - Number of employees:
 - Small Community, particularly lacking adequate staff
 - Economically Challenged Community
 - Other:

7. **Describe in detail the rationale for your choice of category(s) in question #6.**

Prowers County is a small and economically challenged rural community due to its declining population, lower household income levels, and higher poverty rates compared to the rest of Colorado. The county's population declined from 12,551 residents in 2010 to approximately 11,957 in 2024, reflecting a continued population decrease. The shrinking population limits the available workforce. In addition, the median household income in Prowers County is approximately \$53,508, which is about 44% lower than the Colorado state median income. Poverty also remains a significant concern, with nearly 19-20% of residents living below the poverty line, exceeding statewide averages.

8. **Please provide the following information. Provide a separate attachment if necessary (two pages maximum):**

A. Briefly describe the project. Why is the project needed at this time? How does the implementation of this address the need.

Prowers County is launching an employee benefits survey, this effort is to engage staff feedback regarding salaries, healthcare cost, and retirement plans. This process is scheduled to be executed over the next several months in order to have a detailed analysis prior to the 2027 budget season. This time frame allows the Board of County Commissioners to make informed and effective budget decisions for next year's budget. Prowers County intends on improving employee retentions and satisfaction.

B. What measurable results do you expect? How will these results be measured?

The employee survey is expected to produce measurable results related to employee satisfaction, organizational effectiveness, recruitment, and workforce retention within Prowers County government. In addition, survey findings will be compared with neighboring counties, municipalities, and similar public employers throughout Colorado. This comparative analysis will provide a clearer understanding of how Prowers County is positioned as both an employer and governing body and will support future strategic planning.

C. How could this project be useful to other jurisdictions in the region? Is it something that could be replicated by another jurisdiction?

This project could serve as a valuable model for other jurisdictions in the region that are facing similar workforce challenges. By developing measurable data and benchmarking results, Prowers County will gain insight that will also be useful to outside organizations, such as Colorado Counties Inc., Colorado Technical Services Inc. and the Association of Colorado County Administrators. The project is highly replicable and could easily be adapted by other counties, municipalities, or special districts regardless of size.

D. Assuming the project is funded, when will it begin and what is the timeframe for completion?

Project planning has already begun and the project will officially kickoff upon funding approval. The goal is to have the project and all analysis completed mid-August, prior to the first budget workshop in early September.

E. Total Cost of Project \$ 7,500

Cash Match Committed \$ 3,750

EACH PROJECT MUST PROVIDE A DOLLAR-FOR-DOLLAR CASH MATCH.

CASH MATCH MAY NOT BE MATCH FROM OTHER DOLA GRANT FUND SOURCES.

F. Please provide a budget for your project clearly listing both (grant & match) revenues and the expected expenses in a table format.

G. What is your jurisdiction's 2025 General Fund Budget Total: \$ 10,493,080

H. What is your jurisdiction's 2025 General Fund - Fund Balance (do not include restricted funds i.e. TABOR reserve) \$ 5,854,978

By checking the 'I Accept' box, I confirm that:

This application, agreements ancillary to this application, and related documents entered into in connection with this application and resulting agreements are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

'I ACCEPT'

'I ACCEPT'

Don Wilson

Signature of Person Submitting Application:

Signature of Jurisdiction's SECOG Representative

(please be advised, we will forward application to appropriate rep for signature - see list on following page)

REMEMBER TO ATTACH YOUR SUPPORTING DOCUMENTATION: ESTIMATES AND QUOTES

Applications are due before 5:00 p.m. on the 5th of every month:

Save this file to your desktop using the "Save As" function for editing application. When saving the file, it is recommended that you rename the file in the following format:

"NAME OF YOUR PROJECT" SECOG 2025

When completed, you must request the appropriate signatures and upload the application through the link on the google form.

SECOG

Attn: Stephanie Gonzales

P.O. Box 1600

112 West Elm Street

Lamar, Colorado 81052

- or - fax- 719-336-3835

- or -email to seced@seced.net

SECOG Jurisdiction Representatives

<u>Baca</u>	Bent	<u>Crowley</u>	Kiowa	<u>Otero</u>	Prowers
Troy Bishop	Charles Shupe	Roy Elliott	Michelle Nelson	Tim Knabenshue	Anne-Marie Crampton
Shiloh Freed	Phil Hemphill	Vicki Powell	Donald Oswald	Danelle Berg	Ron Cook



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/23/26

Submitter: Melissa Ruddick, Admin Assistant

Submitted to the County Administration Office on: 06/16/2026

Return Originals to: Administration

Number of originals to return to Submitter: 1

Contract Due Date: 6/30/26

Item Title/Recommended Board Action:

Consider approval of appointing one (1) member to the East Prowers County Cemetery District, term to expire June 30, 2030.

Justification or Background:

reappointment to district

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use

County Approvals (as needed):

Attorney _____

Finance _____

Clerk _____

HR _____

**PROWERS COUNTY
AGENDA ITEM REQUEST FORM**

Hearing Date Requested: June 23, 2026

Submitter: Department of Human Services

Submitted to the County Administration Office on: June 16, 2026

Return Originals to: Department of Human Services

Number of originals to return to Submitter: 1

Contract Due Date: ASAP

Item Title/Recommended Board Action:

Consider approval of Contract Amendment #4 between the Colorado Department of Human Services and Prowers County Department of Human Services to update the scope of work and budget to renew services for SFY27 for the operation of The Hotline County Connection Center. effective July 1, 2026 and authorizing Department of Human Services Director, Lanie Meyers-Mireles to execute the document electronically.

Justification or Background:

This updates the Scope of Work and budget.

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: _____ Other:

Approved by the County Attorney on: 6-16-2026

Additional Approvals (if required):

PLEASE ATTACH THIS SHEET TO ALL AGENDA ITEMS WHEN SUBMITTING TO COUNTY ADMINISTRATION.

THANK YOU!



COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

Contract Amendment #4

Signature and Cover Page

State Agency

Colorado Department of Human Services
Office of Children, Aging and Community
Services

Contractor

Prowers County

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2025 \$1,181,498.27

Extension Terms

State Fiscal Year 2026 \$1,352,099.35

State Fiscal Year 2027 \$1,425,723.16

Total for All State Fiscal Years

\$3,959,320.78

Original Contract Number

25 IHFA 191027

Amendment Contract Number

27 IHFA 208233

Contract Performance Beginning Date

June 12, 2024

Current Contract Expiration Date

June 30th, 2027

Signature page begins on next page.



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>Contractor</p> <p>Prowers County Department of Human Services</p>	<p>State of Colorado</p> <p>Jared S. Polis, Governor Department of Human Services Michelle Barnes, Executive Director</p>
<p>By: Lanie Meyers-Mireles Director, Department of Social Services for Prowers County</p> <p>Date: _____</p>	<p>By: Minna Castillo, Deputy Executive Director- Community Partnerships</p> <p>Date: _____</p>

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

State Controller
Robert Jaros, CPA, MBA, JD

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

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 and shall terminate on the termination of the Contract.

4. Purpose

This Amendment is to update the scope of work and budget to renew services for SFY27.

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 A1 is hereby deleted and replaced with Exhibit A2 attached per this amendment.



- D. Exhibit B3 is hereby deleted and replaced with Exhibit B4 attached per this amendment.

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

Scope of Work (SOW)

Hotline County Connection Center (HCCC)

A. Purpose

This Scope of Work (SOW) defines the responsibilities and performance expectations for Prowers County, operating as the Hotline County Connection Center (HCCC), under the Intergovernmental Agreement (IGA) with the Colorado Department of Human Services (CDHS).

The HCCC provides live call support to the Statewide Child Abuse and Neglect Hotline when the Interactive Voice Response (IVR) system is unable to identify the caller's intended county. The HCCC ensures reporters are routed accurately and efficiently to the appropriate county department or, when requested, provides information gathering services on behalf of counties.

B. Background

Pursuant to Colorado Revised Statute (CRS) 26-5-111, CDHS established a statewide child welfare abuse and neglect reporting hotline to ensure all Colorado residents can report concerns related to child maltreatment 24 hours per day, 7 days per week (24/7).

The Hotline County Connection Center (HCCC) functions as a live support contact center within the statewide hotline system. The HCCC is operated and managed by Prowers County and provides call routing, intake support, and technical assistance consistent with CDHS policies, Volume 7 Rules (12 CCR 2509-2), and applicable provisions of the Children's Code (Title 19).

C. Scope of Services

1. Core Hotline Routing Services

The Contractor shall provide live call-taker services to support the statewide hotline when the IVR system cannot recognize the county identified by the caller.

Responsibilities include:

- Operate a virtual contact center 24 hours per day, 7 days per week, including holidays.
- Maintain a physical or virtual operational environment including:
 - Workstations and furniture

- Secure internet connectivity
- Computer equipment compatible with state systems
- Backup power and continuity capabilities
- Maintain staffing levels sufficient to meet required performance standards, including a minimum of two (2) call-takers on duty at all times.
- Utilize the TRAILS database and other required systems to receive calls and document call information.
- Follow scripts and call handling protocols provided by CDHS.
- Route callers to the appropriate county child abuse and neglect reporting line via cold transfer.
- Maintain current call routing protocol documentation for all 64 counties and 2 tribes, including:
 - hours of operation
 - after-hours procedures
 - contact escalation information
 - designated resources identified by counties or tribes.

Cold transfer is defined as transferring a call to the designated county queue without verbally announcing the call.

2. Information Gathering (Telephone Answering) Services

When requested by counties and approved by CDHS, the Contractor may provide Information Gathering Services (also referred to as Call Coverage Services) on behalf of county child abuse and neglect hotlines.

These services may include:

- 24/7 coverage
- after-hours coverage
- temporary coverage due to:
 - weather events
 - staffing shortages
 - technology outages
 - emergency situations
 - other operational disruptions.

When providing Information Gathering Services, the Contractor shall:

- Ensure call-takers and supervisors are certified through the Child Welfare Training System as Hotline Workers or Supervisors.
- Collect and document information required by CDHS in the TRAILS system in accordance with Volume 7 Rules and Title 19.

- Utilize interviewing techniques to gather relevant information related to potential child abuse or neglect.
- Notify counties of reports received in accordance with CDHS notification protocols.
- Transfer referral information to the appropriate county within the statewide case management system.
- Obtain confirmation of receipt of referral from the county when required.
- Maintain documentation of notification activities in TRAILS.

Provision of Information Gathering Services shall be governed by Memorandum of Understanding (MOUs) between the Contractor and participating counties. MOUs must:

- be reviewed and confirmed by CDHS
- align with CDHS policies and rules
- define reimbursement arrangements
- specify scope of coverage.

The Contractor shall maintain responsibility for development, implementation, and ongoing management of MOUs.

3. Accessibility and Language Services

a. Services for Individuals with Hearing Impairments

The Contractor shall ensure call-takers are trained to effectively assist reporters utilizing relay services including:

- TTY (TeleType)
- TDD (Telecommunications Device for the Deaf)
- relay communication technologies
- other emerging accessibility technologies.

b. Translation Services

When language interpretation is required, the Contractor shall:

- connect the caller with an approved translation service provider
- gather necessary information
- inform the receiving county of language needs
- follow CDHS guidance regarding preferred translation vendors.

D. Staffing Requirements

The Contractor shall:

- hire and maintain qualified supervisors and call-takers sufficient to meet performance standards
 - ensure staffing coverage includes at least two call-takers at all times
 - conduct required background checks including:
 - Trails background check
 - sex offender registry check
 - drug screening
 - criminal history check approved by CDHS
 - maintain documentation verifying staff eligibility and training completion.
-

E. Training Requirements

The Contractor shall ensure all call-takers and supervisors:

- obtain and maintain Child Welfare Hotline Certification through the Child Welfare Training System
- receive training on:
 - call handling procedures
 - interviewing techniques
 - customer service practices
 - TRAILS database usage
 - hotline telecommunications platform
 - HIPAA privacy and security requirements
- complete any updated or additional training required due to changes in policy or procedure.

Training resources may be provided through CDHS and the Child Welfare Training System.

F. Documentation Requirements

The Contractor shall document all calls received through the HCCC in the TRAILS database as required by CDHS and Volume 7 Rules.

Documentation shall include, at minimum:

- whether the call relates to child welfare concerns
- whether relay services were utilized
- whether translation services were required
- call routing outcomes
- report information when applicable.

Documentation requirements also apply to reports received via fax or email.

G. Customer Service and Quality Assurance

The Contractor shall maintain quality assurance processes to ensure consistent, professional, and timely service delivery.

Performance standards include:

- average call answer time of 60 seconds or less
- call abandonment rate not exceeding 3 percent
- 95 percent of reports transmitted to counties within two hours.

Quality assurance activities include:

- monitoring live calls or call recordings
- evaluating compliance with Volume 7 Rules and Title 19
- participating in CDHS performance reviews
- addressing performance deficiencies as identified by CDHS.

CDHS may evaluate performance based on:

- safety compliance
- customer service responsiveness
- regulatory compliance
- service quality
- timeliness
- quantity of services delivered
- adaptability to program changes
- effective use of technology
- technical support provided to counties
- cost compliance.

Quarterly performance reviews may be conducted unless otherwise specified by CDHS.

H. Technical Assistance to Counties

The Contractor shall provide technical support to county call-takers as needed, including:

- troubleshooting telecommunications systems
- maintaining accurate call routing schedules
- managing user profiles for call platform access

- assisting with help desk ticket submissions.
-

I. Telecommunications and Information Technology Requirements

The Contractor shall procure, maintain, and support all necessary equipment and software required to provide services described in this SOW.

Minimum requirements include:

- telephone systems supporting Direct Inward Dialing (DID)
- adequate bandwidth to support call-takers and supervisors
- secure internet connectivity
- compatible browsers and applications for state systems
- updated software and technology platforms
- compliance with State information security policies
- compliance with CDHS HIPAA Privacy and Security policies.

The Contractor shall submit access requests to the Governor's Office of Information Technology (OIT) for staff requiring access to state systems at least two weeks prior to system use.

J. Emergency Continuity Planning

The Contractor shall maintain an Emergency Services Plan ensuring uninterrupted 24/7 operations.

The plan shall address:

- power outages
 - telecommunications outages
 - network disruptions
 - staffing shortages
 - computer failures
 - facility loss
 - severe weather events
 - other operational risks.
-

K. Transition Planning

Upon termination or expiration of the IGA, the Contractor shall assist CDHS in transitioning services to an alternate provider or to CDHS directly.

The Contractor shall:

- maintain a transition-out plan
 - provide reasonable advance notice
 - support continuity of services
 - minimize disruption to reporters, counties, and CDHS staff.
-

L. Change Management

Budget modifications require prior written approval from CDHS when exceeding the following thresholds:

- greater than 20 percent variance between Non-Personnel Services budget categories
- greater than 5 percent variance in Personnel Services line items.

Budget modification requests must be submitted at least 90 days prior to contract expiration.

The Contractor shall submit an annual projected budget to CDHS no later than January 7 each year.

M. Performance Reporting

The Contractor shall collect and report performance data monthly within five business days following the end of each reporting period.

Performance metrics include:

- total calls received
 - call abandonment rate
 - average answer time
 - number of child abuse or neglect reports processed
 - average report submission time
 - percentage of reports submitted within two hours.
-

N. Payment Terms

Payment shall be made within 45 days of receipt and approval of a valid invoice by CDHS.

Invoices shall include:

- itemized description of services
 - staff hours
 - applicable rates
 - supporting documentation as required by CDHS.
-

O. Budget Reallocation

The Contractor may reallocate funds between budget categories up to 10 percent of the total contract amount with written approval from CDHS, provided the total contract maximum is not exceeded.

Exhibit B-4 Budget

OPERATING EXPENDITURES SUMMARY 7/1/26 - 6/30/27

PERSONNEL SERVICES - SALARY & FRINGE		\$	1,158,679.27		
TRAVEL		\$	500.00		
SUPPLIES & OPERATING		\$	40,800.00		
OTHER SERVICES AND/OR SUBCONTRACTORS		\$	32,780.00		
MAINTENANCE		\$	7,000.00		
INDIRECT		\$	185,963.89		
TOTAL COST		\$	1,425,723.16		
PERSONNEL SERVICES - SALARY & FRINGE					
Position Title / Employee Name	Salaries Estimated Increases for 2027	Description of Work	Gross Salary	Fringe FICA, Retirement, Insurance	Total Gross Salary + Fringe
Program Manager	3%	Administration, management, supervision, oversight of the hotline operations, management of hotline budget, oversight of the training certification processes, management of the data and CQ1	\$ 75,836.68	\$ 20,164.34	\$ 96,001.01
Supervisor X 3 FTE	3%	Supervision of call-takers, training, evaluation of staff, quality assurance	\$ 176,855.94	\$ 54,085.28	\$ 230,941.22
Call-Takers					
Day Shift	3%	\$18.75/Hour x 5 FTE	\$ 194,958.40	\$ 77,517.24	\$ 272,475.64
Night/Weekend Shift	3%	\$19.95/Hour X 8.4 FTE	\$ 348,585.62	\$ 132,892.48	\$ 481,478.10
Weekend Shift	COMBINED THIS WITH NIGHT SHIFT				
Back-up Coverage	3%	\$18.75/Hour X 1 FTE	\$ 41,498.29	\$ 15,820.53	\$ 57,318.82

Retirement 5% of gross pay	FICA 7.65 % of gross pay	Health/Life/ Vision Ins
\$ 3,791.83	\$ 5,801.51	\$ 10,571.00
\$ 8,842.80	\$ 13,529.48	\$ 31,713.00
\$ 9,747.92	\$ 14,914.32	\$ 52,855.00
\$ 17,429.28	\$ 26,666.80	\$ 88,796.40
\$ 2,074.91	\$ 3,174.62	\$ 10,571.00
\$ 877.56	\$ 1,342.67	

Overtime		3% of Call Taker gross salary	\$ 17,551.27		\$ 17,551.27
Unemployment Insurance	.3% of Gross pay	.3% of Gross Pay	\$ 2,513.20		\$ 2,513.20
Employee Hiring Costs	None	\$100/Employee Screening Costs	\$ 400.00		\$ 400.00
Total Personnel Services			\$ 858,199.40	\$ 300,479.87	\$ 1,158,679.27
TRAVEL					
Item	Description of Item				TOTAL
Travel	Ongoing Travel: 5,400 Miles @ .58				\$ 500.00
Lodging	12 x \$200/Day				\$ -
Per Diem	\$50/Day @ 24 Days				\$ -
Total Travel					\$ 500.00
SUPPLIES & OPERATING					
Item	Description of Item				TOTAL
Supplies	\$400/month x 12 mos.				\$ 4,800.00
Rent	\$1500/month x 12 mos.				\$ 18,000.00
Cell Phones	4 phones+6 remote hotspots+27 additional data packages per mandate \$1500/month				\$ 18,000.00
Total Supplies & Operating					\$ 40,800.00
OTHER SUPPLIERS AND/OR SUBCONTRACTORS					
Item	Subcontractor / Entity Name				TOTAL
IT Services	Mirage Technologies				\$ 32,000.00
Records Shredding	Mobile Records Shredders \$65.00 Month				\$ 780.00
Total Suppliers and Subcontractors					\$ 32,780.00
MAINTENANCE					
Item	Subcontractor / Entity Name				TOTAL
All Equipment	Ongoing Maintenance and Replacement Costs				\$ 7,000.00
Total Maintenance					\$ 7,000.00
INDIRECT					
Item	Description of Item				TOTAL
	Indirect Cost calculated at 15% for Administrative, Accountin, Human Resources,				\$ 185,963.89
Total Indirect					\$ 185,963.89

	TOTAL COSTS	\$ 1,425,723.16
--	--------------------	------------------------

Calculation Assumptions

Benefits: Retirement and FICA are fixed amounts.

Unemployment Insurance is fixed at .3%

Average wages call takers

Screening/Hiring costs are based on turnover rates.

	Days		Nights
\$	18.75	\$	19.95



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/23/26

Submitter: Meagan Hillman PCPHE

Submitted to the County Administration Office on: 6/15/26

Return Originals to: M Hillman PCPHE

Number of originals to return to Submitter: 1

Contract Due Date: 6/15/26

Item Title/Recommended Board Action:

Consider approval of Contract Modification Amendment 1, 2024*0447 AMD1 to original Contract No. 23 FAA 00042 in the amount of \$159,390.00 between Colorado Department Public Health & Environment and Prowers County Public Health Environment for the provision of Environmental Health Services and authorizing Public Health Director, Meagan Hillman to execute the Contract electronically.

Justification or Background:

Approved late add on by D Wilson

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____

State of Colorado Contract Modification Contract Amendment #3

State Agency

Colorado Department of Public Health and Environment

Contractor

Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of Prowers County Public Health

Original Contract Number

2024*0049

Main Task Order Contract Number

23 FAA 00042

Amendment Contract Number

2027*0484 AMD #3

Contract Performance

Beginning Date

July 1, 2023

Current Contract

Expiration Date

June 30, 2027

**Current Contract
Maximum Amount**

Initial Term

State Fiscal Year 2024: \$44,151.00

Extension Terms

State Fiscal Year 2025: \$92,318.00

State Fiscal Year 2026: \$44,773.00

State Fiscal Year 2027: \$7,124.00

**Total for All State Fiscal Years:
\$188,366.00**

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

Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of Prowers County Public Health

State of Colorado

Jared S. Polis, Governor
Colorado Department of Public Health and Environment
Jill Hunsaker Ryan, MPH, Executive Director

By: Meagan Hillman
Director of Public Health

By: Chelsea Gilbertson, Procurement and Contracts Section Director
Date: _____

Date: _____

State Controller

Robert Jaros, CPA, MBA, JD

Amendment Effective Date:

By: Kurt Williams, Controller

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

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 of 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 1, 2026, whichever is later and shall terminate on the termination of the Contract or June 30, 2027 whichever is earlier.

4. Purpose

The project supports Local Public Health Agencies (LPHAs) through the Vaccines for Children (VFC) program and creates a coordinated infrastructure to align with national immunization standards. In addition, this project supplies Section 317 Program vaccines at no cost to remove the financial barrier for adults without insurance. The project also encourages healthcare providers and school-based settings to use the Colorado Immunization Information System (CIIS), and to contribute to the centralized system by entering data.

The Parties now desire to renew for an additional term, add funds and change the current Contract Maximum Total for the following reason: to renew for an additional term.

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. The Parties now agree to modify Exhibit B, Statement of Work of the Agreement. Exhibit B, Statement of Work, is hereby deleted and replaced in its entirety with the Exhibit B, Statement of Work, attached to this Amendment.
- D. The Parties now agree to modify Exhibit C, Budget of the Agreement. Exhibit C, Budget, is hereby deleted and replaced in its entirety with Exhibit C, Budget attached to this Amendment.

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.

Statement of Work

To Original Contract Number CT 2024*0049

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above, as amended.

- I. **Entity Name:**
Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of Prowers County Public Health
- II. **Project Description**
This project serves to address the public health need of maintaining immunization awareness and vaccination rates in Colorado. Local public health agencies shall support core immunization services, according to established best practices and standards, to improve the health of individuals and communities.

The Colorado Department of Public Health and Environment (CDPHE) is funded by the Centers for Disease Control and Prevention (CDC) to address vaccine-preventable and other serious communicable diseases and to reduce the risk of disease transmission, severe illness, and death. The project supports Local Public Health Agencies (LPHAs) through the Vaccines for Children (VFC) program and creates a coordinated infrastructure to align with national immunization standards. The project supplies Section 317 Program vaccines at no cost to remove the financial barrier for adults without insurance. The project counters vaccine hesitant attitudes and beliefs by engaging the community and delivering education in the service area. The project encourages healthcare providers and school-based settings to use the Colorado Immunization Information System (CIIS), and to contribute to the centralized system by entering data. The project engages public health and healthcare professionals to develop and implement local activities and evidence-based strategies to reduce mortality and morbidity rates caused by vaccine-preventable diseases and protect the health of Coloradans.

- III. **Definitions**
 1. AAP - American Academy of Pediatrics
 2. CALPHO - Colorado Association of Local Public Health Officials
 3. CCC - Child Care Centers as defined by Colorado State Board of Health Rule 6 CCR 1009-2
 4. CCR - Code of Colorado Regulations
 5. CDC - Centers for Disease Control and Prevention

6. CDPHE - Colorado Department of Public Health and Environment
7. CIB - Colorado Immunization Branch
8. CIIS - Colorado Immunization Information System
9. Core Immunization Services (Core Services) - Basic and essential immunization services provided within the LPHA's jurisdiction.
10. Deputization - The formal delegation of authority to provide VFC vaccines to eligible underinsured children from a participating FQHC or RHC to another VFC-enrolled provider; typically a local public health agency.
11. DTaP - Pediatric diphtheria, tetanus, and pertussis vaccine.
12. Evidence-based - Conscientious use of current scientific evidence and clinical expertise.
13. FAQ - Frequently Asked Questions
14. FQHC - Federally Qualified Health Center
15. Insured - A person who is covered by health insurance.
16. Jurisdiction - Power or right of a legal or political agency to exercise its authority over a person, subject matter, or territory.
17. LPHA - Local public health agency
18. MMR - Measles, mumps, and rubella vaccine.
19. MMR and DTaP database - An electronic, CDPHE tool that provides access to county-level measles, mumps, rubella, diphtheria, tetanus and pertussis vaccine coverage data.
20. MOU - Memorandum of Understanding
21. RHC - Rural Health Center
22. School - As defined by the Colorado Board of Health rule 6 CCR 1009-2, all child care facilities licensed by the Colorado Department of Human Services including: child care centers, school-age child care center, preschools, day camps, resident camps, day treatment centers, family child care homes, foster care homes, and head start programs; public, private, or parochial kindergarten, elementary or secondary schools through grade twelve, or a college or university.
23. SCCIDR - Colorado's School and Child Care Immunization Data Reporting system used to collect aggregate immunization and exemption data from educational facilities required to submit annual data to CDPHE.
24. Section 317 Vaccine - Federally funded vaccine used for: uninsured and underinsured adults, outbreak response and preparedness support.
25. SOW - Statement of Work, this Exhibit to the Contract that outlines the work to be completed by the Contractor including the project's goal, objectives, activities, standards and requirements, deliverables, and timelines.
26. VFC - Vaccines for Children
27. VPD - Vaccine-preventable disease
28. WIG - Wildly Important Goal - a current strategic priority of CDPHE

IV. Work Plan

Program Goal #1: To reduce vaccine-preventable diseases and promote and ensure access to immunization services for all people in Colorado.

Project Objective #1: No later than the expiration of the Contract, the Contractor shall promote immunizations and provide Core Immunization Services.

Primary Activity (PA) #1 The Contractor shall implement core immunization services within its jurisdiction.

PA #1 Sub-Activities

1. The Contractor shall promote all currently recommended immunizations available through the following distribution channels within the jurisdiction:
 - a. VFC products available through the VFC program for the eligible population served.
 - b. Section 317 vaccines available through the Section 317 program for the eligible population served.
 - c. Privately purchased products available for the eligible insured population served.
2. The Contractor shall support immunization availability within the jurisdiction.
3. The Contractor shall screen patients for eligibility to receive publicly funded vaccines.
4. The Contractor shall report immunization data to CIIS for all immunizations administered by the agency within seven (7) days of administration.
5. The Contractor shall implement an immunization response for cases of VPD in the jurisdiction.
6. The Contractor shall complete an electronic progress report every quarter.

PA #1 Standards and Requirements:

1. The Contractor shall utilize the current immunization schedule recommendations posted on the CDPHE [Immunization Branch Immunization Schedule website](#). This website is incorporated and made part of this contract by reference.

2. The Contractor shall reference the [CDPHE Section 317 Vaccine Guidance for Uninsured and Underinsured Adults](#) when promoting Section 317 vaccines. This guidance is incorporated and made part of this contract by reference.
3. The Contractor shall submit a signed VFC provider agreement and completed recertification packet when providing VFC-supplied products for their jurisdiction.
4. The Contractor shall comply with the requirements for utilizing VFC-supplied products agreed to in the VFC recertification agreement packet when providing VFC-supplied products for the jurisdiction.
5. The Contractor shall utilize the strategies and immunization standards of CALPHO and CDPHE's [Colorado Public Health System Transformation: Core Public Health Services Needs Assessment Report. Jan 2020](#). This document is incorporated and made part of this contract by reference.
6. The Contractor shall comply with the requirements for entering/submitting immunization data into CIIS as agreed to in the *CIIS Letter of Agreement* found within the online CIIS Resource Center located on the following website, [Colorado Public Health Reporting \(CoPHR\) Portal](#). This document is incorporated and made part of this contract by reference.
7. The Contractor shall use the FY27 Immunization Core Services Quarterly Progress Report to submit the quarterly electronic progress report. [The FY27 Immunization Core Services Quarterly Progress Report](#) is incorporated and made part of the contract by reference.

PA #1 Deliverables:

Deliverable #1: For Contractors providing VFC-supplied products, the Contractor shall electronically submit signed VFC recertification packet and agreements.

Due: No later than 30 calendar days following the receipt of the recertification packet.

Due To: The VFC Program via email at cdphe_vfc@state.co.us.

Deliverable #2: The Contractor shall submit immunization data for all doses administered into CIIS.

Due: No later than seven (7) days following vaccine administration

Due To: Submitted in CIIS either through an interface electronically or by manually entering the data into CIIS.

Deliverable #3: The Contractor shall submit an electronic progress report.

Due: Quarterly

Due To: CDPHE

Primary Activity #2: No later than the expiration of the contract, the Contractor shall provide immunization education and outreach within the jurisdiction.

PA #2 Sub-Activities:

1. The Contractor shall review the CIIS County Report provided by CDPHE to compare the immunization rates for the jurisdiction with the county, state, and national immunization rates.
2. The Contractor shall use data in the CIIS County Reports to inform immunization outreach efforts.
3. The Contractor shall conduct a minimum of one (1) immunization outreach activity within the jurisdiction.
4. The Contractor shall create a login to access the SCCIDR to view data submitted by the reporting schools and CCCs in the jurisdiction.
5. The Contractor shall promote compliance with the *Colorado State Board of Health Rule 6 CCR 1009-2* school immunization rules to schools and CCCs.
6. The Contractor shall attend a session of the LPHA school and childcare immunization data training.
7. The Contractor shall track MMR and DTaP immunization coverage in the jurisdiction using the MMR DTaP Dashboard.

PA #2 Standards and Requirements:

1. The Contractor's immunization education and outreach shall be to policy makers, health care providers, and/or the general public.
2. The Contractor's immunization outreach efforts shall use data on trends in county immunization rates over time contained in the CIIS County Reports.
3. The Contractor's immunization outreach efforts shall use data on underimmunized age groups for specific vaccines contained in the CIIS County Reports.
4. The Contractor's immunization educational activities shall:
 - a. Promote informed vaccine decisions making,
 - b. Address vaccine hesitancy, or

- c. Promote the availability of immunization services.
5. The Contractor's promotion of compliance with school immunization rules shall use the Colorado State Board of Health Rule 6 CCR 1009-2. [The Colorado State Board of Health Rule 6 CCR 1009-2](#) is incorporated and made part of this contract by reference.
 6. CDPHE will provide a recording of the LPHA school and childcare immunization data reporting training sessions.
 7. The Contractor shall listen to the audio recording of missed LPHA school and child care training if they are unable to attend a session within 30 days of receipt of the recording.
 8. The Contractor shall follow the instructions to make an LPHA login found in the [How to access the Colorado Health Informatics Data System for SCCIDR document](#) linked under the Reporting resources section of the [CDPHE school and childcare immunization data reporting website](#). The content of this document is incorporated and made part of this contract by reference.
 9. The Contractor shall obtain LPHA-specific access by following the instructions at the end of the 'To request a new CoHID account' section beginning with "For LPHA partners...". The SCCIDR application is located on the following website, [Colorado Health Informatics Data Systems](#). The content of this website is incorporated and made part of this contract by reference.
 10. After gaining access to CoHID, the Contractor should follow the instructions found in the [How to use CoHIDS for SCCIDR survey information for LPHAs document](#) to use the 'All LPHAs Report'. The report includes staff associated with each site and their contact information. This list should be used to follow up with sites who have not reported prior to the January 15 deadline. The content of this document is incorporated and made part of this contract by reference.
 11. CDPHE will provide a template with suggested messaging for LPHAs to communicate school reporting requirements to schools and childcares.
 12. The Contractor shall provide the results of the *CDC National Immunization Surveys; Child and Teen* and county rates in the CIIS County Rate Report to share awareness of county immunization rates versus state and national immunization rates.
 13. The Contractor shall use the CDPHE-supplied MMR and DTaP Dashboard to track MMR and DTaP immunization coverage in the jurisdiction. [The MMR DTaP Dashboard](#) is incorporated and made part of the contract by reference.

Primary Activity #3: No later than the expiration of the contract, The Contractor shall implement evidence-based strategies to address immunization rates in populations identified as underimmunized.

PA #3 Sub-Activities:

1. The Contractor shall plan local activities to use a minimum of one (1) evidence-based strategy designed to address immunization rates.
2. The Contractor shall implement a minimum of one (1) evidence-based strategy to address the following:
 - a. immunization disparities by race
 - b. immunization disparities by ethnicity
 - c. immunization disparities by socio-economic status
 - d. immunization disparities by disability status

PA #3 Standards and Requirements:

1. The Contractor's local activities shall use an evidence-based strategy from [Strategies to improve Colorado vaccination rates resource hosted by CDPHE. The Strategies to improve Colorado vaccination rates resource](#) is incorporated and made part of this contract by reference.
2. The Contractor's local activities that utilize an evidence-based strategy shall be culturally and linguistically appropriate for the audience.
3. The Contractor's local activities that utilize an evidence-based strategy shall be planned with the following:
 - a. Health care providers.
 - b. Pharmacists.
 - c. Long-term care facility staff.
 - d. Infection control specialists.
 - e. School officials.
 - f. The public.

Primary Activity #4: The Contractor shall maintain staff immunization expertise.

PA #4 Sub-Activities:

1. The Contractor shall participate in CIB LPHA Community of Practice calls for up-to-date information.
2. The Contractor shall listen to the audio recording of the CIB LPHA Community of Practice call provided when the Contractor is unable to attend the call.
3. The Contractor shall attend one (1) immunization-related training or conference.

PA#4 Standards & Requirements:

1. CDPHE will provide audio recordings of the CIB LPHA Community of Practice calls.
2. The Contractor shall listen to the audio recording of missed CIB LPHA Community of Practice calls within 30 days of receipt of the recording.

General Standards and Requirements

1. The content of electronic documents located on CDPHE and non-CDPHE websites, and information contained on CDPHE and non-CDPHE websites, may be updated periodically during the contract term. The Contractor shall monitor electronic documents and website content and information for changes to comply with all updates.
2. The Contractor shall inform CDPHE of any nonfunctioning linked or incorporated hyperlinks, documents, or resources within ten (10) business days of discovery.
3. The Contractor shall request programmatic technical assistance from CDPHE, as needed.
4. CDPHE will maintain the LPHA Core Immunization Services FAQ document to address questions regarding this project. [The LPHA Core Immunization Services FAQ document](#) is incorporated and made part of this contract by reference.

Expected Results of Activities:

1. Immunizations are offered within the Contractor's jurisdiction.
2. Immunizations are promoted within the Contractor's jurisdiction.
3. Immunizations are administered within the Contractor's jurisdiction.

Measurement of Expected Results:

1. Data contained in the CIIS County Rates Reports reflect the impact of conducting immunization activities.
2. Data contained in the CDPHE MMR and DTaP Dashboard tracks the number of kindergarten-aged children that become up-to-date for school-required MMR and DTaP vaccines that contribute to meeting the state strategic goals.
3. Data submitted in quarterly progress reports reflect compliance with the SOW activities.

V. Deliverable Schedule:

Description:	Due Date
1. The Contractor shall electronically submit signed VFC recertification packet and agreements For Contractors providing VFC-supplied products.	No later than 30 calendar days following the receipt of the recertification packet
2. The Contractor shall submit an electronic quarterly progress report using the Immunization Core Services Quarterly Progress Report.	No later than 15 calendar days following the last calendar day of September, December, March and July
3. The Contractor shall submit immunization data for all administered immunizations to the CIIS.	No later than seven (7) days following vaccine administration

VI. Monitoring

CDPHE’s monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the CDPHE Contract Monitor. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include progress reports and other fiscal and programmatic documentation as applicable. The Contractor’s performance will be evaluated at set intervals and communicated to the Contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

VII. Resolution of Non-Compliance

The Contractor will be notified in writing within 15 calendar days of discovery of a compliance issue(s). Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that require an extension to the timeline, the Contractor must email a request to the CDPHE Contract Monitor and receive approval for a new due date. The State will oversee the completion and implementation of the agreed-upon action(s) to ensure timelines are met and the compliance issue(s) is resolved. Failure by the Contractor to diligently pursue the compliance resolution plan, or to reach an agreement with the State on such a plan, may result in the State exercising its rights under the provisions of the contract.

To Original Contract Number: 2024*0049	
Contract Number: 2027*0484 AMD #3	
Fiscal Year 2027 Immunization Core Services Activities: Board of County Commissioners of Prowers County (a political subdivision of the state of Colorado) for the use and benefit of Prowers County Public Health	
State Funds	\$7,124.00
Total Amount	\$7,124.00



PROWERS COUNTY AGENDA ITEM REQUEST FORM

Hearing Date Requested: 6/23/26

Submitter: Melissa Ruddick- Administration Assistant

Submitted to the County Administration Office on: 06/18/2026

Return Originals to: Administration

Number of originals to return to Submitter: 3

Contract Due Date:

Item Title/Recommended Board Action:

Consider approval of Underground and Utility Permit No. 990 for SECOM and VIVID Engineering Group to place approximately 2,515 LF of buried 48-strand Fiber Optic in 1.5" conduit, tracer wire and caution tape. The fiber will start at County Rd. PP going North down County Rd. 4 on the west side of County Rd. 4. There will be one pole set on County Rd. 4 for an Ariel cross over the Fort Lyons canal.

Justification or Background:

Permit Fees received 06/18/2026

Fiscal Impact: This item is budgeted in the following account code:

County: \$ _____ Federal: \$ _____ State: \$ _____ Other: \$ _____

Admin Office Internal Use	
County Approvals (as needed):	
Attorney	_____
Finance	_____
Clerk	_____
HR	_____

PERMIT NUMBER 990



**UNDERGROUND AND UTILITY PERMIT
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO
301 SOUTH MAIN STREET, SUITE 215
LAMAR, COLORADO 81052
Phone: (719)336-8025
Fax: (719)336-2255**

PERMITTEE'S NAME: Scott Herman (SECOM) **DATE:** 6/8/2026
ADDRESS: SECOM, Inc 27850 Harris Rd. La Junta. CO 81050

Your request for permission to install a Approximately 2,515 LF of buried 48-strand Fiber Optic in 1.5" conduit, tracer wire and caution tape.
The fiber will start at County Rd. PP going North down County Rd. 4 on the west side of County Rd. 4. There will be one pole set on County Rd. 4 for an Ariel
to cross over the Fort Lyons canal. is granted, subject to the following terms and conditions:

IT IS UNDERSTOOD that the PERMITTEE will cause the installation to be fully completed at no expense whatsoever to PROWERS COUNTY and that the PERMITTEE will own and maintain the same after installation. PROWERS COUNTY makes no warranty of title, either expressed or implied.

The installation shall be installed beneath the surface of the right-of-way at a minimum depth of thirty six inches, and the disturbed portion of the roadway and right-of-way shall be restored to its original condition. No part of the installation will be above the surface unless specifically approved by PROWERS COUNTY herein. The back filling shall be made in six inch lifts and mechanically tamped and packed, and the last twelve inches of the back fill shall be of stable granular material such as crushed rock or gravel. If PROWERS COUNTY so requires, PERMITTEE shall mark this installation with markers acceptable to PROWERS COUNTY at the location or locations designated by PROWERS COUNTY.

Where the installation crosses the roadway, it shall be encased in pipe of larger diameter and the crossing shall be as nearly perpendicular to the roadway as physically possible. This installation shall be installed by the method of boring or jacking through beneath the road surface; however, open cut shall be allowed up to the edge of the surfaced portion of the highway. No water shall be used in the boring and no tunneling shall be permitted.

Where the installation crosses any ditches, canals or water carrying structures, the installation shall be pushed through and beneath in a pipe of larger diameter thereby eliminating the necessity of trenching. In no case shall the flow of water be impaired or interrupted. PROWERS COUNTY will review proposed irrigation lines and, upon request, may waive the sleeve requirement based on the review.

The work must be accomplished in accordance with accepted good practices and conform to the strictest recommendations of any applicable National Safety Code and to such Colorado statutes as are applicable. The terms and provisions of Resolution No. 2005-01 are incorporated herein by reference.

SPECIAL PROVISIONS:

Please email Steve Sperra -VIVID Engineering - sspera@vivideng.com
also send an email to Scott Herman - SECOM - scotth@secom.net

UNDERGROUND AND UTILITY PERMIT
Page 2
BOARD OF COUNTY COMMISSIONERS
PROWERS COUNTY, COLORADO

Permit Number 990

The PERMITTEE shall maintain the installation at all times and agrees to indemnify and hold PROWERS COUNTY, the agencies thereof and their officers, employees and agents harmless from any and all loss and damage which may arise out of or be connected with the installation, maintenance, repair and replacement of any facility connected therewith.

This work shall be completed within 120 days from the above date. No work shall be allowed on Saturdays or Sundays. No open trench shall be permitted on or near a traveled roadway after dark, unless otherwise specified in special provisions.

PERMITTEE will be required to shut off lines and remove all materials on or near the highway right-of-way when requested to do so by PROWERS COUNTY because of necessary highway construction or maintenance operations. Permits involving encroachment on the National System of Interstate Defense Highways may require concurrence by the U.S. Bureau of Public Roads or other Federal Agencies. Permits involving encroachment on the Colorado Dept. of Transportation Highways may require concurrence by the Colorado Dept. of Transportation or other Colorado Agencies prior to the issuance of a permit by PROWERS COUNTY.

The public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of the PERMITTEE and in accordance with directions given by the Supervisor or the Supervisor's representatives.

In the event any changes are made to this highway in the future or other circumstances arise that would necessitate removal or relocation of this installation, PERMITTEE will do so promptly at PERMITTEE'S own expense upon written request from PROWERS COUNTY. PROWERS COUNTY, whether negligent or otherwise, shall not be responsible for any damage that may result from the maintenance or use of the highway and right-of-way to the installation placed inside the right-of-way limits of PROWERS COUNTY.

This permit shall bind the parties and their respective heirs, successors, personal representatives and assigns, including but not limited to the provisions excluding liability of PROWERS COUNTY. Any action necessary to construe, interpret, or enforce the provisions of this Agreement shall be brought and maintained in the District Court in and for Prowers County, Colorado, and in the event PROWERS COUNTY is the substantially prevailing party therein, PROWERS COUNTY shall be entitled, as a matter of contract law and agreement, to recover its costs and expense therein incurred, including reasonable attorney and expert witness fees and costs.

PROWERS COUNTY, COLORADO

PROWERS COUNTY, COLORADO

By Mark Dorenkamp 18/06/2026
Road & Bridge Supervisor (Date)

By _____
Chairman, Board of Commissioners (Date)

In accepting this Permit the undersigned, representing the PERMITTEE, verifies that the undersigned has read and understands all of the foregoing provisions, that the undersigned has authority to sign for and bind the PERMITTEE, and that by virtue of the undersigned's signature the PERMITTEE is bound by all the conditions set forth herein. There is a penalty fee of \$500 if work is done before obtaining this Permit. If Prowers County is required to incur any costs such as gravel, asphalt, barricades, signs, lighting, settling or other roadwork or repair, the Permittee will reimburse Prowers County for these costs at current rates.

PERMITTEE Signature: Steve Spera Steve Spera is the County Engineer for Prowers County, Colorado For Scott Herman (SECOM) DATE: 6/08/2026

.....
Please attach a work sketch of proposed installation.

PROWERS COUNTY UTILITY PERMIT METHOD STATEMENT

VIVID Engineering Group
621 E. Enterprise Dr.
Pueblo West, CO 81007

Applicant	SECOM
Location	County Road 4, Prowers County, Colorado
Proposed Facility	Approximately 2,500 LF of 48-strand fiber optic cable in 1.5-inch SDR-11 conduit

Purpose and Scope of Work

SECOM proposes to install approximately 2,500 linear feet of 48-strand fiber optic cable within 1.5-inch SDR-11 conduit along County Road 4 in Prowers County, Colorado. The proposed utility installation will be constructed within the Prowers County right-of-way as authorized by the approved Prowers County Utility Permit and in accordance with all applicable county requirements, permit provisions, approved plans, and traffic control requirements.

The installation will be completed using trenching, plowing, and/or directional boring methods as shown on the approved permit drawings. The conduit will be installed at a minimum cover depth of 48 inches below finished grade unless otherwise approved by Prowers County.

Preconstruction Requirements

- Obtain all required permits and approvals.
- Notify the Prowers County Road and Bridge Department at least 48 hours before work begins.
- Request Colorado 811 utility locates.
- Maintain all work within approved permit limits.
- Keep approved plans and permits on site.

Construction Method

Trenching, plowing, and/or directional boring shall be completed along the approved alignment. Excavated materials shall be managed to prevent impacts to roadways, drainage features, and adjacent properties. All disturbed areas shall be restored to equal or better condition than existed prior to construction.

Traffic Control and Public Safety

Moveit Traffic Control will provide all traffic control in accordance with the approved Traffic Control Plan, MUTCD requirements, and Prowers County standards.

Permit Compliance Statement

All work shall comply with the approved Prowers County Utility Permit, approved plans, MUTCD requirements, Colorado 811 requirements, and all applicable federal, state, and local regulations.

Prepared By:

VIVID Engineering Group
Steve Spera

Authorized Representative



Know what's below.
Call before you dig.



**County Road - 4 Trench/Bore 2500'
North from County Road - PP**



Prowers County, Colorado
 Administration
 301 South Main Street, Suite 215 Lamar, CO 81052
 (719) 336-8025

Transaction Date/Time	06-18-2026 9:35 am
Transaction Type	Sale
Transaction ID	CC6237484
Customer Name	Scott Herman
Payment Type	Credit Card
Card Logo	Visa
Account Number	
Billing Zip	81050
Subtotal	\$410.00
Convenience Fee	\$10.25
Total Amount	\$420.25
Order Details	
Item Reference	UNDERGROUND AND UTILITY PERMIT #990
1 x \$410.00	\$410.00

THANK YOU FOR YOUR PAYMENT
 Payment Processed by MSB



Prowers County, Colorado
 Administration
 301 South Main Street, Suite 215 Lamar, CO 81052
 (719) 336-8025

Transaction Date/Time	06-18-2026 9:55 am
Transaction Type	Sale
Transaction ID	CC6237679
Customer Name	Scott Herman
Payment Type	Credit Card
Card Logo	Visa
Account Number	
Billing Zip	81050
Subtotal	\$100.00
Convenience Fee	\$2.50
Total Amount	\$102.50

Order Details

Item Reference

1 x \$100.00

UNDERGROUND AND UTILITY PERMIT #990

\$100.00

THANK YOU FOR YOUR PAYMENT
 Payment Processed by MSB