

**STATE OF COLORADO  
DEPARTMENT OF HUMAN SERVICES  
INTERGOVERNMENTAL AGREEMENT AMENDMENT #1  
SIGNATURE AND COVER PAGE**

<b>State Agency</b> Colorado Department of Human Services Community Partnerships	<b>Original Contract Number</b> 179141/ eClearance 2218304
<b>Contractor</b> <b>County</b> Huerfano County Department of Social Services	<b>Amendment Contract Number</b> 187310/ eClearance 2318504
<b>Current Contract Maximum Amount</b> Initial Term Perpetual Extension Terms NA  Maximum Amount for All Fiscal Years See Exhibit A and Attachments 1 & 2	<b>Contract Performance Beginning Date</b> The later of the Effective Date November 17, 2023.  <b>Current Contract Expiration Date</b> The oldest expiration date of both Leased Computing Asset Supplier Vendor and Leasing/Financing Vendor agreements. If either Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor agreement is in effect, this Agreement is in effect.

**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 align="center"><b>CONTRACTOR</b> Huerfano County</p> <hr/> <p align="center">By: <b>John Galusha, Chairman of the Board of County Commissioners</b> Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b> Jared Polis, Governor Colorado Department of Human Services Michelle Barnes, Executive Director</p> <hr/> <p align="center">By: Pedro Almeida, Deputy Executive Director, Administrative Solutions  Date: _____</p>
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In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

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

By: \_\_\_\_\_  
Andrea Eurich/Toni Williamson/Telly Belton

Amendment Effective Date: \_\_\_\_\_

**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

A. Amendment Effective Date

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

B. Amendment Term

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

**4. PURPOSE**

This Amendment applies to the CBMS Supplemental County Leased Computing Asset Lease Schedule. It documents the allotted amount the County has to spend on the CBMS Supplemental County Leased Computing Asset Lease Schedule and acknowledges that any additional cost incurred by the County will be the County responsibility.

**5. MODIFICATIONS**

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

**Addition of Attachment 2 to Exhibit A Scope of Work.**

A. Addition of Attachment 2, Human Services Department State Fiscal Year Allocation.

**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



**COLORADO**

**Financial Services**

Department of Human Services

Division of Contracts and Procurement

CMS#: 187310

eClearance#: 2318504

Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

### Exhibit A – Statement of Work

This **Exhibit A** addresses the responsibilities of the Colorado Department of Human Services (State) and Huerfano County (“County”), in the funding of and engagement of a Leased Computing Assets Contract.

This Agreement applies to any County Leased Computing Asset Lease Schedule entered into in November 2022 and every subsequent Leased Computing Asset order, unless Agreement is terminated by either Party.

#### 1. State Responsibilities

- a. County Leased Computing Asset Overview
  - i. State is responsible for facilitating the County Leased Computing Asset process, with County input and implementation by a Leased Computing Asset Supplier Vendor and Leasing/Financing Vendor and third-party subcontractors, for Option 2 and 3 Counties and selection and deployment of Leased Computing Assets. County will order Leased Computing Assets each year on a rotating basis for three different programs, one year for each program for a total of three one-year cycles, CBMS Original orders, CBMS refreshed orders, and Children, Youth, and Families (CYF) refreshed orders.
  - ii. State shall order Leased Computing Assets and Service Level Options on behalf of County in compliance with State configuration standards.
- b. State Notification to County
  - i. State shall provide notification to the County of Leased Computing Assets that are set to expire, no later than 30 days before expiration.
  - ii. At the same time the above 1.b.i. notification takes place, State, through its Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor, shall notify County which Leased Computing Asset (identified via serial number – and located by County, via end-user and Absolute software) shall be returned by County to Leased Computing Asset Supplier Vendor or its third-party contractor.
  - iii. In the State’s sole discretion, State shall provide County with any shared information relevant to County performance, and/or suggestions for improvement and/or expansion of this Agreement or the Leased Computing Asset Program.
- c. Communication Management
  - i. The State shall manage communication between the State, the State’s IT Service Delivery & Vendor Partner , and the Governor’s Office of Information Technology (OIT), Counties, and the Leased Computing Asset Supplier Vendor and the Leasing/Financing Vendor.
- d. Leased Computing Asset Reconciliation
  - i. The State shall facilitate the Leased Computing Asset reconciliation process for Leased Computing Assets at the end of the three-year lease cycle, to assist in returning Leased Computing Assets to the Leasing/Financing Vendor, communicating County financial obligation calculated by the Leasing/Financing Vendor, such as renewal lease fees for Leased Computing Assets that will continue to be used and buyout offers for lost, stolen or broken (not covered under warranty).



- ii. The State shall facilitate proper Leased Computing Asset reconciliation by offering adequate asset management resources and training in order to ensure sufficient asset management at the County.
- e. Allocation Report
  - i. The State will provide the County with monthly Allocation reports and will conduct a meeting every six months to review the Allocation balance, expenditures, and Party performance.
- f. Absolute Software
  - i. The State shall not utilize Absolute in an attempt to locate County personnel assigned to the Leased Computing Device except in the instances of an emergency or in determining whether the Leased Computing Device is being used for purposes outside the terms of this Agreement. The State might also pull data reports from the county's Absolute console in a number of different scenarios, including but not limited to:
    - 1. If the County reports and suspects that the Leased Computing Device has either gone missing or has been stolen.
    - 2. If the County reports or suspects that the Leased Computing Device has been damaged or determined to be broken.
    - 3. If the Leased Computing Assets Supplier Vendor reports that the device is expired and has been unreturned after the County has received, accepted, and installed refreshed the Leased Computing Device.
  - ii. The State shall periodically audit random Leased Computing Assets to ensure that the Absolute software is installed, activated, and properly configured.
  - iii. The State shall utilize Absolute to audit Leased Computing Assets that are reported in use by the County after the three-year lease cycle.

## **2. County Responsibilities**

- a. Option 2 County versus Option 3 County Responsibility
  - i. Responsibilities for the HP Computer Refresh Program differ based upon whether the County is an Option 2 or Option 3 County.
    - 1. Option 2 Counties are counties that receive 'To the Desk' support for IT infrastructure and hardware. This option is intended for a County that does not have any information technology department or staff. The State will be responsible for infrastructure installation and support of the leased equipment in its entirety; this may include the following: servers, routers, laptops, desktops, and other hardware; and connectivity to the Colorado State Network (CSN) using leased data communications circuit(s).
    - 2. Option 3 Counties are counties that receive 'To the Door' support for IT infrastructure and hardware. This option is intended for a County that employs an Information Technology (IT) staff on-site who will perform all DHS state access duties in compliance with OIT and CDHS standards and procedures. The State will only be responsible for any leased equipment including routers, computers, and connectivity to the State-Wide Area Network using the leased data communications circuit(s).
  - ii. Responsibilities for Option 2 Counties
    - 1. Option 2 Counties receive IT support from the State IT Service Delivery Provider & Vendor Partner for the HP Computer Refresh program, including, but not limited to,



- a. Leased Computing Asset ordering
  - b. Providing an image to HP for imaging the County Order, including installing Absolute within the county image
  - c. Installation services for new Leased Computing Assets
  - d. Gather expired Leased Computing Assets at the end of the three-year lease cycle
  - e. Asset management for lost, stolen, or broken Leased Computing Assets, either during the three year lease cycle or at the end of the three year lease cycle, by using the HP Customer Service Portal and the Absolute Console
- iii. Responsibilities for Option 3 Counties
    1. Option 3 Counties are responsible for satisfying all responsibilities of the HP Computer Refresh program through local IT support.
- b. Acceptance and Documentation
    - i. When County accepts the delivery of Leased Computing Assets and the installation thereof, County shall provide State with County signed proof of acceptance and installation of Leased Computing Assets delivered by Leased Computing Asset Supplier Vendor or its third-party subcontractors after County:
      1. inspects Leased Computing Assets and accepts Leased Computing Assets,
      2. signs confirmation of acceptance and installation of Leased Computing Assets, and
      3. maintains a copy of the signed acceptance and installation.
    - ii. Signed documentation that County accepts the delivery of Leased Computing Asset and the installation thereof, shall contain:
      1. the Lease schedule number,
      2. the legible name and signature of the County representative who accepted the delivery of Leased Computing Assets and the installation thereof,
      3. the date of the acceptance and installation, and
      4. the County location where the Leased Computing Assets will be utilized.
- c. Absolute Software
    - i. County shall activate and use Absolute software in accordance with its licensing agreement, to document real-time Leased Computing Asset location and end-user identification throughout the Leased Computing Asset term or until County returns the Leased Computing Assets to Leased Computing Asset Supplier Vendor, or its third-party contractor, or County completes a Leased Computing Asset Buyout for that Leased Computing Asset; whichever is later. When the Leased Computing Assets are in the Leased Computing Asset Supplier Vendor's, or third-party contractor's possession, or cannot be located, that Leased Computing Asset will be rendered inactive via Absolute software and data will no longer be accessible by either Party.
    - ii. The County will allow the State access to the County's Absolute console.
    - iii. The County shall comply with all Colorado Office of Information Technology reporting policies. These reporting policies include the following features must be turned on:
      1. Hardware
        - a. This feature includes reports and alerts on hundreds of hardware attributes.



- b. This feature also monitors the Lease Computing Assets on leasing reports.
        - c. This feature also tracks new device activations and connection history.
        - d. This feature also leverages pre-built custom reports for Absolute.
        - e. Finally, this feature flags missing Lease Computing Assets and can alert administrators when the Lease Computing Assets reconnect to the internet.
    - 2. Software
      - a. This feature assesses installed software by device and population.
      - b. This feature will also report and alert on software configuration changes or policy non-compliance.
    - 3. Full-Disk Encryption State
      - a. This feature will report on the encryption status reporting for the Lease Computing Asset.
    - 4. Device Usage
      - a. This feature will assess device usage by analyzing login/unlock and device interaction events.
      - b. This feature will also report on average daily usage by device.
    - 5. Geolocation Tracking
      - a. This feature will track device location with 365 days of history.
      - b. This feature will also define geofences to detect unauthorized device movement.
    - 6. Installed Applications
      - a. This feature will assess installed software by device or population.
      - b. This feature will also report and alert on software configuration changes or policy non-compliance.
  - iv. Provide State with end usernames and location of all Leased Computing Assets upon request, at predetermined intervals, via a database shared by the Parties, via Absolute software, and/or via a spreadsheet. County shall update changed end-user names and location via Absolute software, shared databases, and spreadsheets when reassigning Leased Computing Assets to a different end-user and/or location and/or when an end-user has a name change.
- d. Acceptance and Deinstallation Requirements
  - i. When County completes a Lease Buyout of Leased Computing Assets, County shall provide State with County signed proof of acceptance and de-installation (de-commissioning) of Leased Computing Assets signed by Leased Computing Asset Supplier Vendor or its third-party subcontractor.
  - ii. County Leased Computing Asset shall be returned to the Leased Computing Assets Supplier Vendor, or its third-party contractor, by County. The Leased Computing Assets County shall be returned 60 days after the County accepts newly installed Leased Computing Assets.
- e. Penalties
  - i. If the County does not comply with the provisions of this Agreement, the County risks State issuance of one or more of the following potential penalties.
    - 1. County may be disallowed from ordering future Leased Computing Assets through the State Leased Computing Asset program.
    - 2. County may be required to return all Leased Computing Assets.





3. County Agreement may be terminated by the State.
  4. County Allocation may be reduced.
  5. County may be prohibited from entering into a new agreement with the State for Lease Computing Assets.
- ii. For additional State and County remedies, see section 12.-Remedies of the Agreement.
  - iii. For additional dispute resolution options, see section 14.-Dispute Resolution of the Agreement.
  - iv. Before the State issues one or more of the above penalties, the State shall:
    1. Gather facts to determine whether the County is noncompliant and mitigating facts, and look at whether the County is making a good faith effort to comply.
    2. Issue an initial written warning that details the County noncompliance and in two weeks after the date of the warning letter, the County shall provide the State with a detailed remediation plan.
    3. If the State accepts the County's remediation plan, the County shall have 60 days to implement the remediation plan.
    4. If the State rejects the County's plan of correction, the County shall have 5 business days to correct the remediation plan. If the State rejects the County's remediation plan for a second time, the State will impose a State developed remediation plan and the County will have 45 days to implement the State remediation plan.
    5. If the State determines that either the County remediation plan or the State developed remediation plan was not implemented by County as written, or if the State determines the County is not making a good faith effort to comply, the State will use its discretion in determining whether to impose the penalties described in Section 2.,c. above.
- f. Potential Expenses
- i. End of Three-Year Lease Cycle - Lease Buyout Fee. At the end of the three-year lease cycle, for all Leased Computing Assets that are not timely returned to Leased Computing Asset Supplier Vendor as stated in section 1.d., above, County shall pay Leasing/Financing Vendor the Lease Buyout fee established by the Leasing/Financing Vendor
    1. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County damages the Leased Computing Asset in a way that is not covered by the standard Leased Computing Asset Supplier Vendor warranty and is thus unrecoverable by the Leased Computing Asset Supplier or Financial Vendor.
    2. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County loses or is unable to recover the Leased Computing Asset and is thus unreturnable to the Leased Computing Asset Supplier or Financial Vendor.
    3. At the end of the three-year lease cycle, the County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease





Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the Leased Computing Asset is stolen and determined to be unrecoverable and is thus unreturnable to the Leased Computing Asset Supplier or Financial Vendor.

ii. During the Three-Year Lease Cycle - Lease Buyout Fee. At any time during the Leased Computing Asset 3-year lease cycle term, County may purchase the Leased Computing Asset via Lease Buyout, at a fee established by the Leasing/Financing Vendor, for any lost, stolen, and/or broken (not covered under warranty) Leased Computing Assets, or for any Leased Computing Assets County will not be able to timely return to the Leased Computing Asset Supplier Vendor – for example, if Leased Computing Assets are on a litigation hold, or if County wants to keep a stock of extra computing equipment and accessories. County shall maintain its proof of payment for three years after payment of Lease Buyout fee and immediately provide State with proof of payment.

1. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County damages the Leased Computing Asset in a way that is not covered by the standard Leased Computing Asset Supplier Vendor warranty.
2. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the County loses or is unable to recover the Leased Computing Asset before the end of the three year lease cycle.
3. The County will be responsible for paying the Leased Computing Asset Supplier or Financial Vendor the Lease Buyout fee established by the Leased Computing Asset Supplier or Financial Vendor if the Leased Computing Asset is stolen and determined to be unrecoverable by the end of the three year lease cycle.

iii. Renewal Lease Fee at the End of the Three Year Lease Cycle or the County Allocation will be reduced by the renewal lease fee established by the Leasing/Financing Vendor for the term the Leased Computer Assets are kept by the County. In no event will the renewal lease fee exceed the Buyout fee. County shall maintain its proof of payment for three years after payment of Lease Buyout fee and immediately provide State with proof of payment upon payment of the buyout fee.

g. Leased Computing Asset Management

- i. To practice proper Leased Computing Asset management, the County shall engage in adequate asset management practices, including but not limited to:
  1. Utilizing signed Acceptance and Installation Reports that both the State and the County shall keep on file to document what Leased Computing Assets were delivered and installed at the county.
  2. Activating every Leased Computing Asset on the Absolute Console to ensure the State and County are able to geolocate and track the Lease Computing Asset.
  3. Reconciling Acceptance and Installation Reports against both State and County records and against the HP Customer Service Portal.
  4. During the three-year lease lifecycle, the County shall continuously update the Absolute console as necessary and reconcile local records against the HP



Customer Service Portal to maintain an accurate record of all Leased Computing Assets.

5. At the end of the three-year lease period, and upon receiving refreshed Leased Computing Assets, the County shall return all expired Leased Computing assets and sign the De-installation Report. The County shall keep this record on file for future reference.
- h. Leased Computing Asset Supplier Standard Warranty
  - i. The Leased Computing Asset Supplier currently provides a number of standard warranty features for every Leased Computing Asset, including remote problem diagnoses and support, onsite hardware support, replacement parts and materials, and general service and coverage guarantees.
  - ii. The Leased Computing Asset Supplier currently provides repair and replacement for operational failure or part failure that occurs during the normal functioning of the device.
  - iii. The Leased Computing Asset Supplier currently does not provide Accidental Damage Protection for Leased Computing Assets. Accidental Damage protection is defined as operational or mechanical failure caused by an accident from handling which occurs in the course of the normal intended use of the Leased Computing Assets.
- i. Leased Computing Assets Usage
  - i. County shall ensure that Leased Computing Assets will be utilized exclusively by the program staff for which the computer devices were ordered and funded and only for activities that support that program.
- j. Support by County Personnel
  - i. County shall designate, maintain, and fund at least one County personnel as a single point of contact to fulfill the above duties in compliance with this Agreement. The percentage of time spent by County personnel on fulfilling the duties in compliance with this Agreement is at the discretion of the County.

### **3. County Allocation**

- a. State and County will work together to establish a methodology to determine a Leased Computing Asset budget to lease Computing Assets based on a dollar amount rather than on quantity of Leased Computing Assets.
- b. The County Budget shall be based on Leased Computing Asset quantity, rather than a dollar amount, until State and County establish the above methodology to determine a budget based on a County Leased Computing Asset dollar amount.
- c. Converting County Leased Computing Asset Allocation, based on a dollar amount rather than a Leased Computing Asset quantity, does not change any terms of this Agreement or change the way County participates under this Agreement.

### **4. Invoices & Payment**

- a. Financial obligation to State by County under this Agreement is limited to the unpaid, obligated balance of every Leased Computing Asset Buyout Estimate for County unreturned Leased Computing Assets (unreturned for any reason) issued by Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor for a Lease Schedule entered into by the State on behalf of County for Leased Computing Asset. This Agreement formalizes the existing business practice of County financial obligation to pay Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor for unreturned, broken, lost, or stolen Leased Computing Assets:



- i. In lieu of a Lease Buyout, the Leased Computing Assets Supplier Vendor or Leasing/Financing Vendor may implement a Lease Penalty for County unreturned Leased Computing Assets to County for not timely returning expired (past lease term) Leased Computing Assets, County agrees to pay this Lease Penalty in lieu of a Lease Buyout.
  - ii. State will make all attempts to work with Leased Computing Assets Supplier Vendor and/or Leasing/Financing Vendor to agree on behalf of County to obligate County to the lesser of a Lease Buyout fee or Lease Penalty. State is not obligated to pay any portion of the Lease Buyout fee and/or Lease Penalty.
- b. If County enters into a Lease Buyout for any Leased Computing Assets, the County is obligated to pay either the Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor directly for that Lease Buyout agreement and State is no longer obligated to pay the remaining lease fee of the unused lease term or the Service Level Option assigned to that Leased Computing Assets. See sections 2.f., 2.g, and 2.h. above.
- c. State shall not pay any amount under this Agreement to County, Leased Computing Assets Supplier Vendor, or Leasing/Financing Vendor unless payment is a reimbursement of a County overpayment to State or a passthrough reimbursement to County received by State from Leased Computing Asset Supplier Vendor or Leasing/Financing Vendor.
- d. County shall pay the State for County's lease or purchase of computer device lease services beyond the County's State Allocation budget, stated within this Scope of the Work. The State shall promptly pass through any County's payments to the Leasing/Financing Vendor. Except within its role as a pass through entity, the State is not liable for County's obligations incurred under this Agreement which includes this Statement of Work. The State shall provide each County an invoice at least 30 days prior to the date the payment is due to the computer device leasing vendor. The State shall ensure that any payment to the State is paid over to the Leasing/Financing Vendor prior to the date that payment is due to the Lease/Financing vendor.

**Attachment 2**  
**Human Services Department State Fiscal Year Allocation**

**Huerfano County** agrees to participate in the County Leased Computer Program under the terms set forth in this Agreement by the Colorado Department of Human Services.

Human Services Department agrees to an allocation of \$8,659 for the three-year lease cycle starting in state fiscal year 2023-2024 and agrees to abide by the terms in this Agreement, including those terms that outline County obligations if Huerfano County Department of Social Services orders computer devices for the totality of above state fiscal year that exceeds the dollar value of the above County state fiscal year allocation.

By: \_\_\_\_\_  
Authorized County Representative

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

County Title:  
County Name: Huerfano

By: \_\_\_\_\_  
Authorized County Representative

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

County Title:  
County Name: Huerfano

By: \_\_\_\_\_  
Authorized County Representative

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

County Title: \_\_\_\_\_  
County Name: \_\_\_\_\_