

# Colorado ADMT Act (SB 26-189) Cheat Sheet



Takes effect on

**January  
1st, 2027**

Signed May 14, 2026. **SB 26-189** repeals and reenacts Part 17 of Title 6 C.R.S., replacing the prior Colorado AI Act (SB 24-205) with a disclosure, consumer-rights, and liability framework.

## WHO & WHAT IS COVERED (EMPLOYMENT)

- **Deployer:** A person doing business in Colorado that deploys a covered automated decision-making technology (ADMT).
- **Developer:** A person doing business in Colorado that develops, offers, sells, leases, licenses, or otherwise makes commercially available a covered ADMT, develops a component that is designed, marketed, and intended to be used as part of an ADMT, or intentionally modifies an ADMT such that it becomes a covered ADMT.
- **Covered ADMT:** Technology that processes personal data and uses computation to generate output, including predictions, recommendations, classifications, rankings, scores, or other information used to make, guide, or assist a decision, judgment, or determination concerning an individual.
- **Consequential decision:** In this context, a decision about a consumer relating to employment or an employment opportunity (e.g., hiring, selection, promotion, compensation, or termination).
- **Consumer:** Expressly includes an employee and a job applicant who is a Colorado resident, plus any individual whose access, eligibility, or opportunity in Colorado is evaluated by a person doing business in Colorado.
- **Adverse outcome:** A decision that denies, terminates, revokes, or materially reduces or restricts a consumer's access to, eligibility for, selection for, or compensation for an employment opportunity (or materially less favorable terms).

## KEY EMPLOYER (DEPLOYER) OBLIGATIONS

### 1. Point-of-interaction notice (before use — § 6-1-1704)

Give the consumer a clear and conspicuous notice that a covered ADMT was or will be used in an employment decision affecting them, plus instructions to obtain more information. A prominent, reasonably accessible public notice at the point of interaction (e.g., in the application flow) can satisfy this.

### 2. Post-adverse-outcome disclosures (within 30 days — § 6-1-1704)

If a covered ADMT materially influenced a decision with an adverse outcome, provide within 30 days:

- A plain-language description of the decision and the ADMT's role;
- Instructions and a simple process to request more information — the tool's name, version, developer, and the types, categories, and sources of personal data used; and
- An explanation of the consumer's rights and how to exercise them.

### 3. Honor consumer rights on request (§ 6-1-1705)

- **Correction:** Let the individual access and correct factually incorrect or materially inaccurate personal data used in the decision (not opinions, predictions, scores, or protected evaluations).
- **Human review & reconsideration:** Provide an opportunity for meaningful human review and reconsideration, to the extent commercially reasonable. Reviewer must be trained, have override authority, not default to the output, and understand its limitations and principal factors.

### 4. Recordkeeping (§ 6-1-1703)

Retain records reasonably necessary to show compliance for at least 3 years after the date of a consequential decision (e.g., ADMT version identifiers, changelogs, mitigation documentation). Accessibility for consumers with disabilities and limited English proficiency is required.

## WHAT TO EXPECT FROM VENDORS (DEVELOPERS, § 6-1-1702)

On and after January 1, 2027, a developer of a covered ADMT must give each deployer documentation to support compliance. This documentation includes:

- intended and known inappropriate uses; categories of training data (to the extent known);
- known limitations and risks;
- use, monitoring, and human-review instructions; and information needed to meet § 6-1-1704, plus notice of material updates within a reasonable time.

Build these deliverables into procurement and contracts.

## LIABILITY & ANTI-DISCRIMINATION (§ 6-1-1707)

- A developer or deployer may be held liable in claims of unlawful discrimination under the Colorado Anti-Discrimination Act arising from a consequential decision materially influenced by a covered ADMT.
- Fault is allocated by relative fault (no joint and several liability except as under existing law); a developer is liable only for use consistent with how the tool was intended/documented/contracted.
- **Contractual indemnification** that shifts a party's own anti-discrimination liability is contrary to public policy and void. Compliance with Part 17 is not a defense to other laws.

## ENFORCEMENT & KEY DATES

- Enforced exclusively by the Colorado Attorney General under the Colorado Consumer Protection Act; a violation is a deceptive trade practice. **No private right of action.**
- **Right to cure:** The AG must issue a notice where a cure is possible; 60 days to cure (no cure period for knowing or repeated violations).
- **Jan 1, 2027:** core obligations take effect and apply to decisions made on or after this date; AG rules on adverse-outcome disclosures and consumer-rights procedures are due.

*This summary is for general informational purposes and is not legal advice. Stay tuned to the [DCI Consulting Blog](#) and the [DCI website](#) for updates on state, local, and federal AI laws and regulations, and reach out to [contracts@dciconsult.com](mailto:contracts@dciconsult.com) to find out how DCI can help your organization maintain compliance.*



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