



## BOARD OF HUMAN SERVICES MEETING AGENDA

January 16, 2024 at 11:00 AM

Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

Office: 719-738-3000 ex 200 | Fax: 719-738-3996

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### 11:00 AM - BOARD OF HUMAN SERVICES MEETING

Join via Google Meet: <https://meet.google.com/pfy-merc-xoc> | Meeting ID: pfy-merc-xoc

#### 1. PLEDGE OF ALLEGIANCE

#### 2. AGENDA APPROVAL

#### 3. ACTION ITEMS

- [a.](#) Approval of Minutes from 12/19/2023
- [b.](#) Kyle Gomez promoted to Caseworker I.
- [c.](#) Reaffirm the Memorandum of Understanding for the Colorado Child Care Assistance Program
- [d.](#) Contract for continued services with Las Animas County Health Department.
- [e.](#) Memorandum of Understanding reaffirmation for Colorado Works
- [f.](#) Annual Merit Attestation

#### 4. STAFF REPORTS

- [a.](#) Child Welfare Unit
- [b.](#) Adult Services Unit
- [c.](#) Assistance Payments Unit (Eligibility)
- [d.](#) Family Resource Center
- [e.](#) Overall Organizational Report

#### 5. EXECUTIVE SESSION

- [a.](#) For discussion of a personnel matter under C.R.S. §24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees. DHS Personnel and Salary Discussion

#### 6. ADJOURNMENT

#### 7. UPCOMING MEETINGS





**Huerfano Board of Human Services**  
**Huerfano County Department of Human Services**  
**Minutes: December, 19, 2023**

The Huerfano County Board of Human Services regular meeting was held on December 19, 2023. It was called to order at 11:00 am. In attendance were Commissioner Chairman John Galusha, Commissioner Karl Sporleder, and Commissioner Arica Andreatta. Also in attendance were Department of Human Services Director, Heather Wellman; and County Administrator, Carl Young.

**ACTION ITEMS**

**A. Board of Human Services minutes approval: 11/21/2023**

Motion to approve the November 21, 2023 Board of Human Services Meeting made by Commissioner Andreatta, seconded by Commissioner Sporleder.

Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder.

Motion Passes

**B. Fleet Purchase: 2023 Ford Explorer**

The total price for the 2023 Ford Explorer with License fee is \$42,866. The agreement is similar to a lease with an option to purchase. At the end of the term, the county will own the vehicle outright. Expected delivery is in early January.

Motion to approve the purchase of a 2023 Ford Explorer from Enterprise made by Commissioner Sporleder, seconded by Commissioner Andreatta.

Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder.

Motion Passes

**C. Resignation of John Rodriguez**

John Rodriguez, Caseworker II, submitted his resignation effective December 15, 2023.

Motion to accept the resignation of John Rodriguez made by Commissioner Andreatta, seconded by Commissioner Sporleder.

Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder.

Motion Passes

**D. Letter to Care and Share supporting mobile market food distribution in Gardner**

The community of Gardner would like to have a mobile market food distribution once per month through Care and Share. The county already has a mobile market in La Veta and regular distributions in Walsenburg through the department of human services and Dorcas. This expansion would provide additional resources to food insecure residents in the Gardner area.

Motion to support a Care and Share mobile market in Gardner made by Commissioner Andreatta, seconded by Commissioner Sporleder.

Voting Yes: Chairman Galusha, Commissioner Andreatta, Commissioner Sporleder.

Motion Passes

## **STAFF REPORTS**

### **A. Child Welfare**

The Child Welfare Unit reported on caseloads and the increase in assessments. With the resignation of a caseworker, Michelle Trujillo has agreed to stay on in a part-time capacity to continue to support foster families and visitations.

The unit is working to bring all case files into compliance and has developed a plan to remediate any areas that have fallen behind schedule.

The unit is also beginning to host monthly meetings with the family resource center to increase collaboration between the two units.

### **B. Adult Services**

The Adult Services Unit reported on caseloads. Adult Services will be accepting the supervision of the Veterans Service Officer starting in the new year. The salary for the part-time position will be part of DHS's budget moving forward.

Adult Services has coordinated with Dorcas and with Care and Share to ensure that there is one food distribution in Huerfano county per week.

Mary Vigil is retiring effective December 27, 2023. She will have a retirement breakfast that morning and all the commissioners are invited to attend.

### **C. Eligibility**

The Eligibility Unit reported on the sharp increase in New applications from the previous month. The unit is behind on processing applications and redeterminations but has a plan in place to address the delays.

The unit welcomed Carey Kaestner as the new Call Center technician. He has begun training and is settling into the team nicely. The Unit also met with Catholic Charities to refine the referral process for Employment First support.

### **D. Family Resource Center**

The Unit provided an update on caseloads. The Unit and specifically the Family Resource Center Director were able to participate in many community engagement meetings and in stakeholder meetings for community based organizations. The FRC continues to work with Las Animas county and surrounding communities to provide high quality services and to inform policies at the state and county level.

### **E. Organizational**

The director presented a proposal for staff pay equalization in order to make the pay range for positions more equitable. The commissioners asked for refined information including a comparison of department head salaries in surrounding counties. The commissioners also asked the Director to look into retirement recognition for an employee who retired during the transition. The director also provided an update on how getting the financials in order is going post-transition. The director also reported on new staff meetings and training opportunities in the department.

## **Adjournment**

The meeting was adjourned at 11:47 am.

HUERFANO COUNTY

<b>GREEN SHEET/STATUS CHANGE</b>	EFFECTIVE DATE
	<b>1/9/2024</b>
NAME: <b>Kyle Gomez</b>	PAYROLL : <b>1/19/2024</b>

<b>CHANGE OF ADDRESS/PHONE</b>	STREET
	CITY, STATE, ZIP
	TELEPHONE

CHANGE	FROM (DOES NOT APPLY TO NEW EMPLOYEE)	TO
JOB TITLE	<b>Child Protection Caseworker II</b>	<b>Caseworker 1</b>
DEPARTMENT	<b>DHS</b>	<b>DHS</b>
HOURS		
ANNUAL SALARY	<b>\$32,000.00</b>	<b>\$40,000.00</b>
SEMI-MONTHLY SALARY		
HOURLY SALARY		
OTHER SALARY		

**REASON FOR CHANGE**

- |                  |                              |                               |
|------------------|------------------------------|-------------------------------|
| NEW HIRE         | RESIGNATION                  | LENGTH OF SERVICE INCREASE    |
| REHIRED          | RETIREMENT                   | REEVALUATION OF CURRENT JOB   |
| <b>PROMOTION</b> | LAYOFF                       | INTRODUCTORY PERIOD COMPLETED |
| DEMOTION         | ADMINISTRATIVE LEAVE PAID    | OTHER                         |
| TRANSFER         | ADMINISTRATIVE LEAVE UN-PAID |                               |

COMMENTS, IF NECESSARY

**Motion to Promote Kyle Gomez to Caseworker I for DHS with a Salary Increase to \$40,000.00**

\_\_\_\_\_  
Elected Official / Department Head                      Date

\_\_\_\_\_  
John Galusha, Chairman    Date

*Angela Wakeman*    01.09.2024  
\_\_\_\_\_  
Human Resources Officer    Date

\_\_\_\_\_  
Budget Officer    Date



**Memorandum of Understanding Amendment #1  
Between  
The Colorado Department of Early Childhood  
and  
Huerfano County Department of Human Services**

This Amendment No. 1 (“Amendment”) is effective as of January 1, 2024, and hereby amends the Memorandum of Understanding (MOU) executed by and between the State of Colorado Department of Early Childhood and the Board of the County Commissioners or other elected governing body of Huerfano County Department of Human Services (the “County”) on January 11, 2023 (the “MOU”). All capitalized terms not defined in this Amendment shall have the meanings set forth in the MOU.

In consideration of the mutual promises contained herein, the sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Reaffirmation of the MOU for the Colorado Child Care Assistance Program (CCCAP).

***Signatures***

By signing this Amendment, both parties agree to reaffirm the MOU for another year from signature.

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

John Galusha  
Chair, County Commissioner  
Huerfano County Department of Human Services

*Signature:* \_\_\_\_\_ *Date:* \_\_\_\_\_

Mary Alice Cohen  
Chief Program Officer, Office of Program Delivery  
Colorado Department of Early Childhood

CONTRACT FOR SERVICES

Item 3d.

This Contract is made by and between **Las Animas/Huerfano County District Health Department and the Huerfano County Department of Human Services** (hereinafter referred to as Contractor), and the Huerfano County Department of Human Services. This Contract is effective January 01, 2024.

WHEREAS, CONTRACTOR provides health care services in Huerfano County, contracting to provide and receive funding from multiple sources to provide said services, and

WHEREAS, HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES, wishes to participate in funding said services to families and/or children who meet the eligibility guidelines for said services under the

- Temporary Assistance To Needy Families Program/Colorado Works
- Promoting Safe & Stable Families Program
- Child Welfare Core Services Program
- Runaway & Homeless Youth Program (Statewide Strategic Use Fund II)
- Collaborative Management Program
- Other (Specify) \_\_\_\_\_, and

WHEREAS, the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES and CONTRACTOR desire to work collaboratively to provide said services to eligible families and individuals in Huerfano County.

NOW THEREFORE, in consideration of their mutual interest, the parties agree to the following:

1. Performance Period: The term of this Contract shall be from January 1, 2024, through December 31, 2024. Both parties agree the terms and conditions of this Contract continue for the entire performance period, unless earlier terminated per Contract paragraphs six (6), seven (7), ten (10), eleven (11) or twelve (12).
2. Independent Contractor Relationship: Contractor shall perform duties hereunder as an independent contractor and not as the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES, nor as a HUERFANO County employee. Neither CONTRACTOR nor an agent or employee of CONTRACTOR shall be, or shall be deemed to be, an agent or employee of HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES or HUERFANO County
3. Purpose of Services: Both parties agree services provided under this Contract funded with Temporary Assistance to Needy Families Program funds, including the Statewide Strategic Use Funds shall be provided for the following Federal purpose(s) of the Temporary Assistance to Needy Families Program:
  1. **Assisting needy families so that children can be care for in their own homes**
  2. **Reducing the dependency of needy parents by promoting job preparation, work and marriage**
  3. **Preventing out of wedlock pregnancies**
  4. **Encouraging the formation and maintenance of two parent families, and**

Services for the other programs listed above will meet the requirements and purposes of those programs and funding sources as listed below:

4. Eligibility Determination: The parties agree (check all that apply)  Huerfano County Department of Human Services,  Contractor, the  Huerfano/Las Animas County Family Resource Center, Other(Specify)\_\_\_\_\_ will determine eligibility for services provided under this contract. If the Contractor is determining eligibility that process is described in Attachment A – Scope of Work.

5. Scope of Work : CONTRACTOR agrees to contract for the services and, if applicable; to determine eligibility for those receiving said services as set forth in Attachment A – Scope of Work, attached hereto and incorporated herein.

6. Payment: Both parties agree to the terms set forth in Attachment B – Payment Schedule, attached hereto and incorporated herein.

7. Availability of Funds: Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES may terminate all or part of this Contract immediately without further liability and shall terminate this Contract within three (3) days of receiving notice of such cessation of funding.

8. Contract Administrators: The following individuals will act as Contract administrators for the term of the Contract:

HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES  
CONTRACT MANAGER:  
Heather Wellman, PhD, Director  
Huerfano County Department of Human Services  
121 W. 6<sup>th</sup> St.  
Walsenburg, Colorado 81089  
Telephone 719-738-2810

LAS ANIMAS/HUERFANO COUNTIES DISTRICT HEALTH DEPARTMENT:  
Kim Gonzales, Executive Director  
Las Animas/Huerfano County District Health Department  
Trinidad, Colorado 81082  
Telephone 719-846-2213 Ext 637

9. Standard Terms & Conditions: Both parties are bound by the language in Attachment D, Standard Terms and Conditions, attached hereto and incorporated herein. In no case shall funds of the CONTRACTOR, be required for satisfaction of any provisions of this Contract. The CONTRACTOR will maintain separate funds which alone will be available for satisfaction of any terms of this Contract.

10. Insurance Requirements: CONTRACTOR shall comply with the insurance and indemnities required in Attachment C, Insurance Requirements, attached hereto and incorporated herein, and make available upon request documentation of said Insurance Requirements. CONTRACTOR understands it is responsible to provide proof of the required level of insurance for any subcontractors, if subcontractors are allowed under this contract.



11. Termination for Cause : If, through any cause, CONTRACTOR shall fail to fulfill, in a timely proper manner, its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Contract, HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES, shall thereupon have the right to terminate this Contract for cause by giving written notice to CONTRACTOR of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate.

Notwithstanding the above, CONTRACTOR, shall not be relieved of liability to the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES or Huerfano County for any damages sustained by HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES or Huerfano County by virtue of any breach of the Contract by CONTRACTOR, and HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES may withhold any payment to CONTRACTOR for the purposes of mitigating its damages until such time as the exact amount of damages due to HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES from CONTRACTOR is determined. If after such termination it is determined, for any reason, that CONTRACTOR was not in default, or that CONTRACTOR'S action/or inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Contract had been terminated for convenience, as described herein.'

12. Termination for Convenience: Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party ten (10) days prior to the date of final service delivery. In the event of such termination, CONTRACTOR shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by CONTRACTOR and all payments which have or have not been made.

13. Immediate Termination: This Contract is subject to immediate termination by HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES in the event HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES determines that the health, safety or welfare of persons receiving services may be in jeopardy. Additionally, HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES, may immediately terminate this Contract upon verifying that CONTRACTOR has engaged in or is about to participate in fraudulent acts.

14. Upon termination of this Contract, regardless of the cause of the termination, all finished or unfinished documents, data, studies, surveys, reports or other material prepared by CONTRACTOR under this Contract shall, at the option of HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES, become HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES' property, and CONTRACTOR shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted.

REPRESENTATIVES:

\_\_\_\_\_  
Heather Wellman, PhD, DIRECTOR  
HUERFANO COUNTY  
DEPARTMENT OF HUMAN SERVICES

\_\_\_\_\_  
KIM GONZALES, DIRECTOR  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
John Galusha, CHAIRPERSON  
HUERFANO COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
DATE

**ATTACHMENT A****SCOPE OF WORK**

1. The services which will be provided under this contract will meet the following Federal purpose(s) of the Colorado Works Program:

**Assisting needy families so that children can be cared for in their own homes**

**Reducing the dependency of needy parents by promoting job preparation, work and marriage  
Preventing out of wedlock pregnancies. Encouraging the formation and maintenance of two  
parent families**

2. For the period of this Contract, CONTRACTOR, may provide all or a combination of the following services:

Health Care Services provided to eligible families for the following non-Medicaid programs:

**Affordable and Safe Car Seats (with certified installation), Diabetes Control Education,  
Community Resource Teaching, STI (test and treat) Immunizations Program, Maternal/  
Child Health, Diaper/Wipe bank, Baby recycle program and PAT home visitation.**

**Households eligible to receive TANF funded services are those who:**

Have signed an application/affidavit indicating they have a child within the fifth degree of kinship, annual gross income of less than \$75,000 annually, and are lawfully present in the USA. Lawful presence does not need to be determined when the service is provided to a child under 18 years old.

CONTRACTOR agrees to determine eligibility for those served by completing an application for each family served. The application will include, at a minimum, the names and birthdates of all members of the family unit and their relationship to one another; the physical address of the family unit; the total income of the members of the family income listed separately for each member; and a statement check marked or initialed indicating lawful presence in the United States.

For services provided for TANF purposes 3 and 4 with segregated Federal funds, it is not necessary determine income or child status.

CONTRACTOR will summarize data related to the number of eligible persons served and the type and frequency of the services they received and maintain copies of the data file for three (3) years after the year the last service was provided. Identifying information or those served will be maintained by the Contractor and will not be reported to the Huerfano County Department of HUMAN Services.

CONTRACTOR will provide the Contract Administrator for the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES monthly reports summarizing the number of TANF eligible clients served and the types of services provided as described in paragraphs 1 and 2 above. These reports will be submitted on or before June 15, 2022 and December 31, 2022.

**ATTACHMENT B****PAYMENT SCHEDULE**

Total funding for services provided under this Contract shall not exceed \$54,000.00. Huerfano County Department of HUMAN Services shall pay Contractor the amount of \$4,500.00 per month. Payment will be provided upon receipt and approval of client and service summary (detailed in Attachment A, paragraph 4) by the Director of the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES.

In order to determine the monthly payment the CONTRACTOR will provide the following information 5 working days before the last working day of each month for services provided in the previous month.

The total number of individuals who received service.

The total number of TANF eligible individuals who received services.

The total cost of providing services to all populations served for the month, including supporting documentation and/or,

The total amount of revenue received for the month from all funding sources for all programs, including supporting documentation.

The Contractor will provide the Huerfano County Department of HUMAN Services Contract manager or designee with a monthly report signed by the Contractor representative that includes the following:

The name of the TANF eligible individuals and/or family that received a unit of service, the total number of units of service that the family or individual received for the month and the date(s) each unit of service was provided.

ATTACHMENT C**INSURANCE REQUIREMENTS**

1. Contractor and all subcontractors providing services under this contract agree to maintain, during the term of this agreement, Commercial General Liability Insurance, Comprehensive Casualty Insurance to the amount of any liens, Automobile Liability Insurance, and Worker's Compensation and Employers' Liability Insurance as described below. Contractor shall furnish subcontractors' certificates of insurance to the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES upon request.
  - A. Workers' Compensation and Employers' Liability including Occupations Disease Coverage shall be in accordance with scope and limits as required by the State of Colorado.
  - B. Commercial General Liability, "occurrence form" with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition, Contractor must provide, for a period of two years after the final payment for the contract, certificates of insurance evidencing that the above coverage was in effect during the contract period.
  - C. Comprehensive Automobile Liability Insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.
2. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES and the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES CONTRACT ADMINISTRATOR will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.
3. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES or Huerfano County shall be entitled pursuant to the Colorado Government Immunity Act, Sections 24-10-101, C.R.S., as amended.
4. Contractor shall require that subcontractors, if allowed under this contract, procure and continuously maintain the minimum insurance coverage listed herein, and additional coverage as may apply, with forms and insurers acceptable to the HUERFANO COUNTY DEPARTMENT of HUMAN SERVICES.

## ATTACHMENT D

### STANDARD CONDITIONS

1. Scope of Contract : Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this contract.
2. Safety: Precautions shall be exercised at all times for the protection of all persons (including HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES and Huerfano County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State, or Local Statutes, rules or regulations. Contractor and any subcontractors, if permitted under this contract, shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
3. Background Checks: The Contractor agrees to complete criminal background checks on all employees who provide services under this contract. These must be completed prior to any service provision by any employee under this contract. Copies of said background checks shall be provided to the Huerfano County Department of HUMAN Services prior to service provision by any employee of the Contractor.
4. Subcontractors: This is a personal services contract on the part of the Contractor. The services to be provided under this contract **will not** be provided by subcontractor(s). This Contract may not be otherwise assigned or subcontracted without the prior express written consent of the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES, and any attempt to assign this contract without the prior written consent of HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES shall render the contract null and void with respect to the attempted assignee.
5. Financial Audit: The HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES, or its designee, may at reasonable times, during the term of this contract or for three years after its termination or expiration, audit Contractor's books with regard to this contract, and Contractor shall retain its books and records for the required period.
6. Exclusivity: This is not an exclusive contract. The HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES may, at its sole discretion, contract with other entities for work similar to that to be performed by Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES. Each party will inform the other party of any contracts for similar work with others.
7. Conflict Resolution : This contract is and shall be deemed to be performable in the County of Huerfano, Colorado, and venue for any dispute hereunder that cannot be settled between the parties shall be in the District Court of the County of Huerfano, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court shall enter judgment in favor of the prevailing party for costs and reasonable attorney fees.

8. Confidentiality of Information: Contractor agrees that any information received during any furtherance of the obligations hereunder will be treated as confidential and will not be revealed to other persons, firms or organizations, unless required by statute.

Contractor shall protect the confidentiality of all records and other materials containing personal identifying information that are maintained in accordance with this Agreement, pursuant to applicable state and federal law and regulations. **Except as provided by law, information about any individual consumer shall not be disclosed in any form.**

9. Compliance with the Health Insurance and Portability and Accountability Act (HIPAA): The Contractor may receive or create certain health or medical information (“Protected Health Information” or “PHI”, as defined below) in connection with the performance of this Agreement. This PHI is subject to protection under state and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (“HIPAA”). Contractor specifically agrees to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA and its regulations and as described in Addendum B of this contract-**HIPAA Business Associate Addendum for HIPAA compliance.**
10. Cyber Security/Confidentiality: Contractor shall not transmit confidential information as described in Attachment C, Standard Conditions, sections 7 and 8, about any individual consumer through electronic means unless that transmission is through a secure, protected/encrypted format.

“Electronic means” includes any and all computer printouts, online display devices, magnetic storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting electronic data including, but not limited to, mainframes, servers, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), telecommunication resources, network environments, printers and service bureaus. Also included is the procedures, equipment, facilities, software, and data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

Email (Electronic mail) as referred to in this section is any message, image, form, attachment, data, or other communication sent, received, or stored within an electronic mail system.

The Contractor when using Electronic Mail related for any purpose related to this contract must not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the Huerfano County Department of Human Services or any unit of the Huerfano County Department of Human Services or Huerfano County unless appropriately authorized in writing to do so. Where appropriate, an explicit disclaimer will be included unless it is clear from the context that the author is not representing the Huerfano County Department of HUMAN Services.

An example of a simple disclaimer is: "The opinions expressed are those of the Las Animas/Huerfano County Health Department and not necessarily those of the Huerfano County Department of Human Services."

11. Legal Authority : Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by procedures, by-laws and/or applicable law to exercise that authority, and to lawfully authorize the undersigned signatory to execute this contract and to bind Contractor to its terms.
  
12. Inspection & Acceptance: The HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this contract. The right of inspection reserved in the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES is for protection of the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES in assuring that the work is proceeding in a timely manner and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
  
13. Indemnification : Contractor shall, to the extent allowed by law, indemnify and hold harmless the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES, Huerfano County, Colorado Department of Human Services and the State of Colorado, their agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with or arising, directly or indirectly, out of Contractor's performance under the terms of this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Contractor or subcontractor, if any, of their respective employees and agents. Contractor further agrees that its obligations to the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES under this paragraph include claims against the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES, Huerfano County, Colorado Department of HUMAN Services or State of Colorado by Contractor's employees whether or not such claim is covered by Workers' Compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES, Huerfano County, Colorado Department of HUMAN Services and the State of Colorado, their agents, officials, and employees as herein provided. Contractor shall be entitled to assert on behalf of HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES, any defenses to which the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES may be entitled, including sovereign immunity. Further, the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES, Huerfano County, Colorado Department of HUMAN Services and the State of Colorado, et al, agree to indemnify the Contractor for claims for which the above may be responsible.
  
14. Force Majeure: Neither Contractor nor the HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.
  
15. Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision of the contract or its attachments be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein.



16. Modification & Amendment: This contract is subject to such modifications and/or amendments as may be necessary. No modification or amendment to this contract shall be effective unless agreed to in writing by both parties.
17. Survivability : Contract Paragraphs 4, 8, 12 and Attachment D, Paragraphs 2, 4, 6, 7, 8, 9, 10, 11, 12, 15, 16, and 17 shall survive any termination of this Contract.
18. Conformance with Law : Contractor shall at all times during the performance period strictly adhere to all applicable Federal and State laws and implementing regulations as they currently exist and may hereafter be amended. Contractor shall also require compliance with these statutes and regulations in subcontract and sub grant agreements, if any, permitted under this Contract. Without limitation, these Federal and State laws and regulations include:
- 1 Age Discrimination Act of 1975, 43 USC Sections 6101 et seq and its implementing regulations, 46 CFR Part 91
  - 2 Age Discrimination in Employment Act of 1967, 29 USC 621-634
  - 3 Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq
  - 4 Drug Free Workplace Act of 1988, 41 USC 701 et seq
  - 5 Equal Pay Act of 1963, 20 USC 206(d)
  - 6 Immigration Reform and Control Act of 1986, 8 USC 1324b
  - 7 Pro-Children Act of 1994, 20 USC 6081 et seq
  - 8 Section 504 of the Rehabilitation Act of 1972, 29 USC 794, as amended and implementing regulation 45 CFR Part 84
  - 9 Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e
  - 10 Title IX of the Education Amendments of 1972, 20 USC 1681 et seq
  - 11 Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended
  - 12 The Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common rule), at 49 CFR, Part 18
  - 13 Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable
  - 14 The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs
  - 15 Health Insurance Portability and Accountability Act of 1996 (HIPPA) Public Law 104-191 (codified at 45 CFR 160-164), if applicable
  - 16 Personal Responsibility and Work Opportunity Reconciliation Act of 1996, if applicable
  - 17 Volume of Finance and Accounting (Executive Director) Rules (11 CCR 2508-1), Volume 5, Colorado Department of HUMAN Services Manual of Rules and Regulations
19. Non-discrimination: Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.
20. This contract constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the parties. The Contract shall be read as a whole, rather than each item being read separately.
21. The Contractor certifies that the Contractor shall comply with the provision of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work

under this contract or enter into a contract with a subcontractor, if allowed under this contract fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the HUMAN Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102 (2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-102 et seq., the Huerfano County Department of HUMAN Services may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the Huerfano County Department of HUMAN Services.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that received federal or state funds under this contract must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided (to and for Contractor) under this contract.

- 22. By signing this Agreement, the Contractor agrees to provide, comply with, and, if applicable, execute the certifications set forth in Addendum A – Notification of Immigration Compliance Requirements and Certification by Contractor and Addendum B-HIPAA Business Associate Addendum for HIPAA compliance incorporated herein by reference and attached hereto.

**ADDENDUM A****NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS  
AND  
CERTIFICATION BY CONTRACTOR**

Contractor acknowledges that Contractor has been notified of the immigration compliance requirements of CRS 8-17.5-101 et.seq. (House bill 06-1343), and hereby CERTIFIES THAT:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services;
3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;
4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;
5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
  - a. Notify the subcontractor and the contracting state agency or political subdivision within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (A) of this Section 5, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment (“Department” herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in CRS 8-17.5-102(5).
7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

- 8. The County is obligated to notify the office of the Secretary of State if a contractor viola provision of this Addendum and the County terminates the contract for such breach.

Based on this notification, the Secretary of State shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two (2) years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the Secretary of State if a court has made such determination. The list shall be available for public inspection at the office of the Secretary of State and shall e published on the internet on the website maintained by the office of the Secretary of State.

- 9. The Department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provision of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with Article 4 of Title 24, CRS, to implement the provision of CRS 8-17.5-101, et. seq.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Las Animas/Huerfano Counties District Health Department

Signed by:

\_\_\_\_\_  
Kim Gonzales, Director

## Addendum B

### HIPAA Business Associate Addendum for HIPAA compliance

This Business Associate Addendum (“Addendum”) is a part of the Contract dated January 3, 2022 between the Huerfano County Department of Human Services and Contractor. For purposes of this Addendum, the Huerfano County Department of Human Services is referred to as “Covered Entity” or “CE” and the Contractor is referred to as “Associate”. Unless the context clearly requires a distinction between the Contract document and this Addendum, all references herein to “the Contract” or “this Contract” include this Addendum.

#### RECITALS

- A. CE wishes to disclose certain information to Associate pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI”) (defined below).
- B. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d – 1320d-8 (“HIPAA”) and its implementing regulations promulgated by the U.S. Department of Health and HUMAN Services, 45 C.F.R. Parts 160 and 164 (the “Privacy Rule”) and other applicable laws, as amended.
- C. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this Addendum.

The parties agree as follows:

#### 1. Definitions.

a. Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Contract, the Privacy Rule shall control. Where the provisions of this Contract differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Contract shall control.

b. “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (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, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

c. “Protected Information” shall mean PHI provided by CE to Associate or created or received by Associate on CE’s behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Contract does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate’s PHI.

## 2. Obligations of Associate.

a. Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under this Contract and as permitted under this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A to this Addendum.

b. Permitted Disclosures. Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Contract; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.502(j)(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to notify Associate within two business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c. Appropriate Safeguards. Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information other than as permitted by this Contract. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Contract within five (5) business days of becoming aware of such use or disclosure.

e. Associate's Agents. If Associate uses one or more subcontractors or agents to provide services under the Contract, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to Protected Information. Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524.

g. Amendment of PHI. Within ten business (10) days of receipt of a request from CE for amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of receipt of the request. Any denial of amendment of Protected Information maintained by Associate or its agents or subcontractors shall be the responsibility of CE.

h. Accounting Rights. Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by, 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; (v) for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); (vi) to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F.R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i. Governmental Access to Records. Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and HUMAN Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall provide to CE a copy of any Protected Information that Associate provides to the Secretary concurrently with providing such Protected Information to the Secretary.

j. Minimum Necessary. Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to 45 C.F.R. Sections 164.502(b) and 164.514(d).

k. Data Ownership. Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l. Retention of Protected Information. Except upon termination of the Contract as provided in Section 4(d) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Contract and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years.

m. Associate's Insurance. Associate shall maintain casualty and liability insurance to cover loss of PHI data and claims based upon alleged violations of privacy rights through improper use or disclosure of PHI. All such policies shall meet or exceed the minimum insurance requirements of the Contract (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status and notice of cancellation).

n. Notification of Breach. During the term of this Contract, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. Audits, Inspection and Enforcement. Within ten (10) business days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract.

p. Safeguards During Transmission. Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to the Contract, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

q. Restrictions and Confidential Communications. Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.



### 3. Obligations of CE.

a. Safeguards During Transmission. CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Contract, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b. Notice of Changes. CE shall provide Associate with a copy of its notice of privacy practices produced in accordance with 45 C.F.R. Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information. CE shall provide Associate with any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures. To the extent that it may affect Associate's permitted use or disclosure of PHI, CE shall notify Associate of any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 C.F.R. Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. Associate shall review CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices on the last day of each calendar quarter.

### 4. Termination.

a. Material Breach. In addition to any other provisions in the Contract regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of this Contract and shall provide grounds for immediate termination of this Contract by CE pursuant to the provisions of the Contract covering termination for cause, if any. If the Contract contains no express provisions regarding termination for cause, the following terms and conditions shall apply:

(1) Default. If Associate refuses or fails to timely perform any of the provisions of this Contract, CE may notify Associate in writing of the non-performance, and if not promptly corrected within the time specified, CE may terminate this Contract. Associate shall continue performance of this Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere.

(2) Associate's Duties. Notwithstanding termination of this Contract, and subject to any directions from CE, Associate shall take timely, reasonable and necessary action to protect and preserve property in the possession of Associate in which CE has an interest.

(3) Compensation. Payment for completed supplies delivered and accepted by CE shall be at the Contract price. In the event of a material breach under paragraph 4a, CE may withhold amounts due Associate as CE deems necessary to protect CE against loss from third party claims of improper use or disclosure and to reimburse CE for the excess costs incurred in procuring similar goods and services elsewhere.

(4) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Contract had been terminated for convenience, as described in this Contract.

b. Reasonable Steps to Cure Breach. If CE knows of a pattern of activity or practice of an Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Contract pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate the Contract, if feasible or (ii) if termination of this Contract is not feasible, CE shall report Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. Judicial or Administrative Proceedings. Either party may terminate the Contract, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

d. Effect of Termination.

(1) Except as provided in paragraph (2) of this subsection, upon termination of this Contract, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the PHI, Associate shall certify in writing to CE that such PHI has been destroyed.

(2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate or any of its subcontractors or agents in the event of any use or disclosure of Protected Information in violation of this Contract or applicable law.

6. No Waiver of Immunity. 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, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.* or the Federal Tort Claims Act, 28 U.S.C. 2671 *et seq.* as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Contract shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Contract, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a. Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, and the Final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate this Contract upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Contract when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Contract providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under the Contract, available to CE, at no cost to CE up to a maximum of 30 hours, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy or PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation and Order of Precedence. The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. Together, the Contract and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Contract shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Contract supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Contract Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 4(d) ("Effect of Termination") and Section 12 ("No Third Party Beneficiaries") shall survive termination of this Contract and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate. This Addendum shall remain in effect during the term of the Contract including any extensions.

15. Representatives and Notice.

a. Representatives. For the purpose of the Contract, the individuals identified elsewhere in this Contract shall be the representatives of the respective parties. If no representatives are identified in the Contract, the individuals listed below are hereby designated as the parties' respective representatives for purposes of this Contract. Either party may from time to time designate in writing new or substitute representatives.

b. Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

Covered Entity Representative:

\_\_\_\_\_  
Heather Wellman, PhD, Director      \_\_\_\_\_ Date  
Huerfano County Dept. of Human  
Services  
121 W. Sixth St.  
Walsenburg, CO 81089

Contractor

\_\_\_\_\_  
Kim Gonzales, Director      \_\_\_\_\_ Date  
Las Animas/Huerfano Counties  
District Health Department  
Trinidad, CO 81082



## MEMORANDUM OF UNDERSTANDING - ANNUAL REAFFIRMATION

The State of Colorado Department of Human Services and the Board of County Commissioners or other elected governing body of Huerfano County, Colorado.

This Memorandum of Understanding (MOU) is made this 1<sup>st</sup> day of July, 2022 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of Huerfano County, Colorado (the “County”).

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal “Personal Responsibility and Work Opportunity Reconciliation Act of 1996” thereby adopting the Colorado Works Program (“Works Program”) for the purposes of this MOU.

CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County’s duties and responsibilities in implementing the Works Program.

CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

### 1) **MOU MEETS PERFORMANCE CONTRACT REQUIREMENT**

a) The parties agree that the provisions of this MOU constitute compliance with CRS 26-2- 715.

### 2) **TERM**

a) The term of this MOU will be from July 1, 2022 through June 30, 2025. This MOU shall be reaffirmed annually through an amendment signed by both parties.

### 3) **REQUIRED DUTIES OF THE COUNTY**

a) The County will administer and implement the Works Program using fair and objective criteria, and in compliance with federal law, State Statute, and applicable program policy in 9 CCR 2503-6 (Works Program).

b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.

c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6.



d) For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.

e) The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2- 712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.

f) The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS as specified in CRS 26-2-717 for the Colorado Works Program. The County must also continue to report to CDHS as currently required by CRS 26-2-716 and 717 for the Colorado Works Program and must report to CDHS as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.

g) As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its adopted policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS for review and approval prior to adopting aforementioned policies.

h) Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to the Colorado Works Programs. Nothing in this MOU gives CDHS the authority to require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.

i) The County will utilize the technical assistance, training and reporting or tracking resources offered by CDHS in order to administer the Programs, including those that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.

j) The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.

k) In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

#### **4) OPTIONAL OUTCOME MEASURES**

a) Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues



regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.

b) Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

**5) DUTIES OF CDHS**

a) In consultation with the Counties, CDHS will oversee the statewide implementation of the Works Program, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.

b) CDHS will monitor the County’s provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).

c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

(1) The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State’s liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County’s inaccurate data entry in the system, the County’s failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.

d) CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).

e) CDHS will hold Contracted Agencies with cooperative agreements with the State Department responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency’s services in the County’s calculation of the WPR. The Contracted Agency’s negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.

f) CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately calculate the County’s WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the



calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.

- g) CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.
- h) CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.
- i) CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.
- j) In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.
- k) The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required in CRS 26-2-712.

**6) JOINT STATE AND COUNTY DUTIES**

- a) The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR.
- b) As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.
- c) The State and the Counties will work together to ensure that the information entered and reported in the Colorado Benefits Management System is as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the systems.

**7) REMEDIATION PLANS**

The County, in consultation with CDHS may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:

- a) Spending, federal or state, Works Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
- b) Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;
- c) Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan, and applicable program policy;

**8) SANCTIONS**





a) Subject to the limitations set forth herein, if CDHS subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:

1. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
2. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan and applicable program policy;

b) A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.

c) The county will not be sanctioned or required to follow a remediation plan if:

1. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
2. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

## 9) PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS

a) The process for a sanction or remediation plan against the County by CDHS will be as follows:

1. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
2. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, sanctions are imposed.
3. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.



b) CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, it may not hold the County liable for that sanction.

**10) CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION**

a) If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS may assume the County’s administration and implementation of the Works Program.

i) In that event, CDHS will provide the County ninety (90) days written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before assuming the duties.

b) If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion, may ask CDHS to assume the County’s administration and implementation of the Works Program. CDHS is under no obligation to accept or assume the administration of the Works Program.

i) If CDHS assumes the County’s administration and implementation of the Works Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County’s block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS 26-2-714 for the Colorado Works Program. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717 for the Colorado Works Program

**11) DISCRETIONARY MATTERS**

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S. for the Colorado Works Program grant discretion to either party regarding the administration of the Works in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

**12) SEVERABILITY**

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

**13) INTEGRATION OF UNDERSTANDING**

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the parties.



The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State statutes and rules, and for Colorado Works includes, lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

**14) NO THIRD-PARTY BENEFICIARY**

This MOU is binding on CDHS and the County as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third-party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

**15) DISPUTE RESOLUTION**

- a) Prior to the execution of this document, if CDHS or the County are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU that apply to the Colorado Works Program, either CDHS or the County may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).
- b) Subsequent to the execution of this document, CDHS and the Counties will work in good faith to resolve a dispute arising from any provision of this executed MOU as applied to the Colorado Works program. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;
  - i) Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, is non-binding.
  - ii) Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members and is non-binding.
  - iii) Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.
- c) None of these options will be a jurisdictional prerequisite to legal action by either party.

**Clint Woodruff**

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Date: 2023.12.15 11:54:59 -07'00'

Clint Woodruff, Acting Executive Director, State of Colorado Department of Human Services



**COLORADO**  
Department of Human Services

Item 3e.

COUNTY OF Huerfano COLORADO, by and through the BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
County Clerk to the Board

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

CDHS Certification of Compliance - Year 2024  
County Personnel and Merit System

Each county merit system shall function under the following principles and requirements in order to be in compliance with Section 26-1-120(8), C.R.S., and 9 CCR 2502-1 Rule 2.200:

- A. The recruitment, selection, and advancement of employees shall be on the basis of relative abilities, knowledge, and skills, including open consideration of qualified applicants for initial appointment.
- B. The system shall provide equitable and adequate compensation.
- C. The employees shall be trained as needed to assure high quality of performance.
- D. The system shall provide for retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.
- E. The system shall assure fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age, or disability and with proper regard for the privacy and constitutional rights of such persons as citizens. This fair treatment principle shall include compliance with all Federal equal opportunity and nondiscrimination laws.
- F. The system shall assure that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

Huerfano County certifies that it is in compliance with the above principles and criteria for the administration and operation of its County Personnel and Merit System for the reporting year 2024 and has a personnel system in place for the next calendar year to assure continuing compliance. The person signing below is authorized to undertake this certification.

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



## Department of Human Services Unit Reports

### Child Welfare Unit

#### STAFF

- The unit currently has an open position for Case-Aid. The position closes on the 19th.
- The unit's office was reconfigured to provide a new space for "RED" teams and to include an office for the attorney to use and for protected time.

#### CASELOAD

- 15 open cases
  - 8 cases closed since December
  - 13 cases are open dependency or neglect cases
  - 1 voluntary case
- We have a total of 18 children
  - Foster care: 9 children
  - Kinship care: 6 children
  - Home with parents: 3 children
  - Youth in transition: 1 (18 year old mother and baby)
- Ashley Wilkins, Leadworker
  - 6 cases; 2 assessments (9 kids)
- April Romero, Caseworker I
  - 4 cases; 2 assessments (5 kids)
- Kyle Gomez, Caseworker I
  - 3 cases; 1 assessment (4 kids)
- We currently have two county foster homes

#### ACTIVITY UPDATES

- Kyle Gomez received his certification for Caseworker and has fit nicely into the role of caseworker.
- The team has been working together to create new systems and to manage the caseload. The team has coalesced and is enthusiastic about the work and about the future of the department.

## Adult Services Unit

### STAFF

- Mary Vigil officially retired December 27.
- The unit is currently fully staffed.

### CASELOAD

#### Adult Protection

- Four cases the past month (1 transfer from El-Paso)
- Three cases are closed.

#### Single Entry Point/Long Term Care Medicaid

- 133 open cases
- 2 assessments completed in December for Nursing Home Care and Community Care

### ACTIVITIES

#### Single Entry Point/Long Term Care Medicaid

- The unit continues to meet with Las Animas County DHS and Southern Colorado Disability Services to plan for the upcoming CCB and SEP merger.

#### Hunger Relief

- The unit has been distributing commodities boxes in the community. We are supporting approximately 60 households with each distribution.
- The Care and Share distribution date has shifted to the first Thursday of the month. We are serving approximately 200 households at each distribution.

## **Assistance Payments Unit (Eligibility)**

### **STAFF**

- Olivia Cabrera had her baby! She is currently on maternity leave.
- Carey Kaestner has taken over the call center operations and has been a huge help in covering the front office during training.

### **CASELOAD**

#### **New Applications**

- Adult Financial (cash assistance): 13
- Colorado Works: 11 (correction November had 9 new cases)
- Medicaid: 49
- SNAP: 55
- Expedited SNAP: 25

This represents a change from the previous month by a decrease of 1 application in adult financial; an increase of 2 for Colorado Works; a decrease in Medicaid applications; an increase in 39 for SNAP; and an increase of 12 for expedited SNAP.

#### **Redeterminations**

- Adult Financial: 1
- Colorado Works: 14
- Medicaid: 55
- Snap: 71

This represents a change from the previous month by an increase of 5 for Colorado Works and an increase of 44 for SNAP.

#### **Long-Term Care Nursing Facility cases**

- 39 active cases

### **ACTIVITIES**

- Cross training has started for staff. Tayla is cross training on Colorado Works; and Chantal is cross training on Eligibility.
- Offices were rearranged. Marcie has moved into an office, and Chantal is temporarily occupying Olivia's desk while she is on maternity leave.
- Kathleen was able to complete training for Chats. She is currently waiting on full access to begin processing payments.



## Family Resource Center

### STAFF

- FRC is fully staffed.

### CASELOAD

#### Referrals

- 7 Total: 5 agency, 2 walk-ins.

#### Ongoing Case Management/Parent Support

- Huerfano: 8 families (2 CW involvement, 6 no current CW involvement)
- Las Animas: 7 families (6 CW involvement, 1 no current CW involvement)

#### Basic Needs/Services

- Huerfano: 2
- Las Animas: 1

#### Playgroup Participants

- 11 families

### ACTIVITIES

- Staff Trainings and meetings held by FRC Director/Staff:

Huerfano Las Animas IOG Meeting	FRCA Funding Opportunities Webinar
Community Coalition	DHS Christmas Party at the FRC
FRC and DHS Director Meet and Greet	HULA Meeting
PSSF Salesforce Training	Family Meetings Check-in
CMP Southeast Regional Affinity Group Meeting	CoSHI Grant Year Kick-off Webinar
	PSSF Fiscal Review Webinar

- Paintbrush Therapy/Playgroup Staff were able to provide holiday gifts to 40 children through speech therapy and playgroup services this year! Donations from HULA and Spark Colorado contributed to the gift giving and are very much appreciated! Special thank you to Amy and Andrea for making the holidays special for families!

## Finance Office

### STAFF

- Karina has started training for 2 hours per day into the accounting position.

### ACTIVITIES

- We have located the correct reports to pull for payroll cost centers
- Jan has access to CFMS
- Istonish came and made a special onsite call to get access to the I drive (the common drive) to find reports and spreadsheets.
- We have submitted partial reimbursements for October. We anticipate full reimbursement and updated financials by the first of February.

## Organizational Report

### STAFF

- The department has two openings: Case Aide and Office Manager
- Evaluation packets have been created and will be performed during February
  - All staff will create individual goals; units will create unit goals, and we will have overall department goals.
- Offices have been rearranged and we continue to explore how to use the current space.

### ACTIVITIES

- CDHS surveys clients to ensure that there is continuity of high client care and satisfaction. Member Experience Survey Results for eligibility for the time period of July to September 2023 (the most recent data):
  - Overall, the department received a rating of 4.5/5
  - 86% of respondents said they were treated with respect.
  - 100% of respondents said they received services in a timely manner.
- Quality Assurance: No errors in eligibility for the month of December.
- The director attended the Legislative update for CDHS.
  - Legislative priorities were defined as:
    - Funding for upgrading systems including CBMS and Trails
    - Funding for more caseworkers in Child Welfare.
    - Increased County administration funding
    - Continued investment in Collaborative management Programs.
    - Focusing on recruitment and retention of human services employees.
    - Full funding for all tiers of the County Tax Base Relief Fund.
  - Other notable information included the desire to professionalize Eligibility Technicians given the expertise and the huge load of knowledge and experience required for the position.

- Forward planning: The team has started forward planning for the department. Until June, we are focusing on cross training positions, hiring and becoming fully staffed, stabilizing changes in the department. Starting in June, we will begin exploring collaboration and community involvement including creating collaborative solutions with surrounding counties.
- We are currently required to participate in the HCPF (Healthcare Policy & Financing) request for documents. This is a lengthy and time consuming process. The directors are working together around the state to find a way to comply while sharing information.
- We completed the PSSF Grant review. It was a lengthy process that required a great deal of staff time.
- Las Animas County Director is providing support in budget training and best practices adoption.
- We will have an onsite visit from the state on April 22, 2024 for support and review.