



BOARD OF HUMAN SERVICES AGENDA

December 17, 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

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: November Minutes
- [b.](#) Approval: November Financials
- [c.](#) CCCAP MOU
- [d.](#) HCPF: Private Health Confidentiality Policy
- [e.](#) HCPF: Program Integrity Policy
- [f.](#) Dispute Resolution and Fair Hearings Policy
- [g.](#) Contract: Language Line Solutions
- [h.](#) HCPF: Interagency Transfer and Voter Registration Transfer Policy
- [i.](#) HCPF: Paris Match Policy
- [j.](#) HCPF: Supplemental Financial Controls Policy (Policy in development, available Monday)
- [k.](#) Temporary On Call APS:

Requesting a temporary approval to match APS on call pay to CPS on call pay while a new on call policy is being developed.

4. STAFF REPORTS

- [a.](#) CCCAP Discussion
- [b.](#) Department Updates:
 - A. Adult Services
 - B. Assistance Payments
 - C. Child Welfare

D. Family Resource Center

E. Overall Organization

5. EXECUTIVE SESSION

6. ADJOURNMENT

7. UPCOMING MEETINGS



**Huerfano Board of Human Services
Huerfano County Department of Human Services
Minutes: November 19, 2024**

The Huerfano County Board of Human Services regular meeting was held on November 19, 2024. It was called to order at 11:04 am. In attendance were Commissioner Arica Andreatta, Commissioner Karl Sporleder, and Commissioner Mitch Wardell. Also in attendance were Department of Human Services Director, Dr. Heather Wellman; County Administrator Carl Young, Robert Gilbert, and Kim Trujillo.

1. AGENDA APPROVAL

Motion to approve the agenda was made by Commissioner Wardell and seconded by Commissioner Andreatta.

Voting: Yes: Commissioner Andreatta , Commissioner Sporleder, Commissioner Wardell

Motion Passes

2. ACTION ITEMS

a. Approval: October BHS Minutes

Motion to approve the minutes was made by Commissioner Wardell and seconded by Commissioner Andreatta

Voting: Yes: Commissioner Andreatta, Commissioner Sporleder Commissioner Wardell

Motion Passes

b. Approval: October DHS Financials

Motion to approve the financial reports was made by Commissioner Wardell and seconded by Commissioner Andreatta.

Voting: Yes: Commissioner Andreatta, Commissioner Sporleder Commissioner Wardell

Motion Passes

c. Staffing: Michelle Trujillo -- Family Time Supervision

Motion to approve the contract employee Michelle Trujillo was made by Commissioner Wardell and seconded by Commissioner Andreatta

Voting: Yes: Commissioner Andreatta, Commissioner Sporleder
Commissioner Wardell

Motion Passes**d. Contract: Attorney for Conflicted Cases**

Motion to approve the financial reports was made by Commissioner Wardell and seconded by Commissioner Andreatta.

Voting: Yes: Commissioner Andreatta, Commissioner Sporleder
Commissioner Wardell

Motion Passes

(This was part of June. Getting on the record for being approved.)

4. STAFF REPORTS**a. Total Budget Request for county funds. 429,763.38**

Motion to approve the DHS Budget was made by Commissioner Wardell and seconded by Commissioner Sporleder.

Voting: Yes: Commissioner Andreatta,
Commissioner Sporleder
Commissioner Wardell

Motion Passes**b. DHS Staff Reports:****Adult Services Unit**

We are over our case limits, and our case aide is now on board.

Assistance Payments Unit

October had a big uptick in fraud. We have been working the fraud cases in conjunction with the state. Our timeliness was 81%

Child Welfare Unit

One Resignation: Kyle Gomez. We have opened a Case aid position.

Family Resource Center

Fully staffed, Maintaining 11 Huerfanofamilies and 3 in Las Animas. Attending meetings, and supporting truancy court, play group (9-16 families) Collaborative management unit working with partners for more engaging meetings leading to creative solutions. CW and FRC restarting the family engagement meetings, that has pulled those two teams together beautifully! Encouraging the steps being taken between the units.

Operations

Leap advertising is now open. Expanded Care and Share this month.

5. EXECUTIVE SESSION

None

6. ADJOURNMENT

Motion to adjourn at 11:43am was made by Commissioner Sporleder and seconded by Commissioner Wardell.

Voting: Yes: CommissionerAndreatta, Commissioner Sporleder, Commissioner Wardell

Motion Passes

7. UPCOMING MEETINGS



HUERFANO COUNTY DEPARTMENT OF HUMAN SERVICES FINANCE REPORT

NOVEMBER 2024

11/19/2024

HUERFANO COUNTY BOARD OF COMMISSIONERS
APPROVAL OF HUMAN SERVICES EXPENDITURES AND AUTHORIZATIONS
November-24

EXPENDITURES:	AMOUNT	Information Only	
		OCTOBER	
Administrative Expenditures	\$ 55,058.50	\$ 30,467.52	
Employee Wages & Benefits	\$ 126,036.12	\$ 124,693.97	
Total Expenditures	\$ 181,094.62	\$ 155,161.49	
AUTHORIZATIONS:			
	# of Cases		
Temporary Assistance to Needy Families	54	\$ 17,233.26	\$ 22,370.21
Old Age Pension	57	\$ 19,305.12	\$ 25,617.16
Aid to the Needy Disabled	19	\$ 5,044.80	\$ 5,115.01
Food Stamps	1073	\$ 318,878.32	\$ 302,311.53
Child Care		\$ 4,142.86	\$ 5,424.51
Child Welfare		\$ 31,168.82	\$ 36,992.02
Core Services			
Low Income Energy Assistance Program		\$ 75,319.08	
Employment First			0

DATE: 12/17/2024 _____
DIRECTOR, HUERFANO CO DEPT OF HUMAN SERVICES

DATE: 12/17/2024 _____
CHAIRPERSON, HUERFANO COUNTY BOARD OF COMMISSIONERS



OPERATION MEMO

Title: Colorado Child Care Assistance Program Memorandum of Understanding		Office/Division: Office of Early Childhood, Division of Early Learning Access and Quality
Memo number: OM-ECL-2022-0003		Program area: Colorado Child Care Assistance Program
Outcome: An executed MOU signed by county departments and the Department of Early Childhood		
Pertinent statute/rule: C.R.S 26.5-4-115		
Keywords: Colorado Child Care Assistance Program, Department of Early Childhood, Memorandum of Understanding (MOU)		
Issue date: June 1, 2022	Effective: June 1, 2022	Expires: June 30, 2025

Intended recipients

This communication has been sent to all county human service directors. Please forward pertinent information on to staff members as you deem necessary.

Purpose

Colorado Revised Statute (C.R.S) 26.5-4-115 requires counties to enter into an annual performance contract with the Colorado Department of Early Childhood (CDEC) that identifies both parties' duties and responsibilities to work in a collaborative manner to administer, financially support, and implement the Colorado Child Care Assistance Program (CCCAP). This annual performance contract is in the form of a Memorandum of Understanding (MOU) which is jointly signed by each county's Board of County Commissioners (BOCC) or other elected governing body and the Department's Executive Director.

Action

Counties have until June 30, 2022 to execute the MOU and return the signed MOU to CDEC. Please return the county signed MOU by June 30, 2022 preferably by emailing it to:

Tamara Schmidt
CCCAP Director
tamara.schmidt@state.co.us

OR mailing it to:



Colorado Department of Early Childhood
 ATTN: Colorado Child Care Assistance Program
 1575 Sherman Street, 1st Floor
 Denver, CO 805203

Background

The current MOU that has been in place since 7/1/2021, is a joint MOU between the counties, the Colorado Works program and the Colorado Child Care Assistance Program housed within the Colorado Department of Human Services. Due to the transition of CCCAP from the Colorado Department of Human Services to the Colorado Department of Early Childhood as of 7/1/2022, and as required in C.R.S. 26.5-4-115, a new MOU must be executed between the Department of Early Childhood and the counties effective 7/1/2022.

The majority of the language in the CCCAP MOU effective 7/1/22 is language that applies to CCCAP and exists in the current joint Colorado Works/CCCAP MOU that was effective 7/1/21. We adjusted the content of the CCCAP MOU to:

- Represent the transition to the Department of Early Childhood
- Reflect updated statute references and language
- Remove Colorado Works specific references and requirements
- Include performance measures for timely processing and case accuracy requirements outlined in CCCAP Regulations

Attachments

Colorado Child Care Assistance Memorandum of Understanding

Supersedes

OM-OES-2021-0002

Contact

For more information about this memo, please contact:

Jesse Burne
 Division of Early Learning Access and Quality Director
jesse.burne@state.co.us

OR

Tamara Schmidt
 Colorado Child Care Assistance Program Director
tamara.schmidt@state.co.us

Operation memos are active for three years; then they are archived and re-issued if necessary. Access the CDHS Memo Series at cdhs.colorado.gov/our-partners/counties/cdhs-memo-series.





COLORADO
Department of Early Childhood

MEMORANDUM OF UNDERSTANDING

The State of Colorado Department of Early Childhood and the Board of County Commissioners or other elected governing body of _____ County, Colorado.

This Memorandum of Understanding (MOU) is made on this 1st day of July 2022 between the State of Colorado Department of Early Childhood (CDEC) and the Board of the County Commissioners or other elected governing body of _____ County (the “County”).

CDEC is the sole state agency with the responsibility to administer or supervise the administration of the Colorado Child Care Assistance Program as outlined in CRS §§ 26.5-1-106 and CRS §§ 26.5-4-104.

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 Child Care Assistance Program (“Child Care Program”); referred to as the “Program” for the purposes of this MOU.

CRS §§ 26.5-4-115 requires CDEC, and each County, either acting singly or as a group of Counties, to enter into an annual performance contract that includes but is not limited to, requirements and provisions that address each party’s duties and responsibilities to work in a collaborative manner to administer, financially support, and implement the Child Care Assistance Program using fair and objective criteria.

CDEC 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 CDEC and the County:

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

The parties agree that the provisions of this MOU constitute compliance with CRS §§ 26.5-4-115.

2. TERM

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

3. REQUIRED DUTIES OF THE COUNTY

- a. The County will administer and implement the Child Care Program using fair and

objective criteria, and in compliance with Federal law, State Statute, and applicable program regulations in 9 CCR 2503-8, 9 CCR 2503-9, 9 CCR 2501-1, and 11 CCR 2508-1.

- b. The County will not restrict eligibility or the provisions of services, nor will it impose penalties that are inconsistent with State Statute or Federal law and applicable program regulations, including the process and penalties outlined in 9 CCR 2503-8, and 9 CCR 2503-9.
- c. The County will maintain sufficient records and will permit CDEC or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDEC as specified in CRS §§ 6-17-100 and CRS §§ 26.5-4-118. The County must also continue to report to CDEC in accordance with the Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, parts 98 AND 99, and State regulations, to include 9 CCR 2503-8, 9 CCR 2503-9, 9 CCR 2501-1, and 11 CCR 2508-1, and must report to CDEC in the future, 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.
- d. As specified by Program regulations and State statutes, counties shall have flexibility in determining the approaches needed to achieve federal and state requirements. The County agrees to provide CDEC with its adopted policies and any updated written information when, or if, changes to these policies are made in the Program. The County agrees to provide the information and policies as outlined in 9 CCR 2503-9 to CDEC prior to adopting the aforementioned policies and to update their Child Care Program County Plan when changes impact the administration of the Program.
- e. Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDEC, as described in paragraph (d) herein, are for informational purposes and are provided to assist CDEC in meeting its responsibilities, with respect to the Child Care Program. Nothing in this MOU gives CDEC the authority to require any county policies beyond what is required by statute, Program regulations, or the Child Care Program County Plan. The County acknowledges that CDEC has the right to review, comment upon, approve, 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.
- f. The County will utilize the technical assistance, training, and reporting or tracking resources offered by CDEC in order to administer the Program and will meet performance measures.
- g. The County will participate in formal vetting processes with CDEC through the Rule Advisory Committee (RAC) to review, draft and recommend policies or rule changes that would have a positive impact on performance measures and meet federal guidelines.
- h. The County will meet timely processing requirements as outlined in 9 CCR 2503-9.

- i. The County will meet established accuracy requirements that ensure compliance with the Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, part 98, subpart K - Error Reporting and the Federal Child Care Improper Payment Data Collection Instructions (DCI).

The parties acknowledge that the performance measures of timeliness and accuracy are, as of the signing of this MOU, the only mandated performance goals. The County's agreement to meet the performance measures is relevant to CDEC's anticipation that CDEC will, in turn, be able to meet the performance measures required by Federal guidelines.

4. DUTIES OF CDEC

- a. In consultation with the Counties, CDEC will oversee the implementation of the Child Care Program, statewide, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.
- b. CDEC will monitor the County's provision of child care services and, if necessary, perform the duties outlined in CRS §§ 26.5 Article 4, Part 1.
- c. CDEC exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Child Care Automated Tracking System (CHATS) and its application relative to the Child Care Program. Because the State Child Care Automated Tracking 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 penalized or required to follow a remediation plan for erroneous decisions made by the State Child Care Automated Tracking System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of the amount of benefits, erroneous decisions resulting in overpayments and subsequent recoveries, and erroneous decisions resulting in underpayments and subsequent supplemental payments of claims.

The State acknowledges that liability to third parties resulting from erroneous, inaccurate, or inadequate State Child Care Automated Tracking System notices to Child Care Program households, is properly the State's liability. CDEC will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Child Care Automated Tracking 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 applicable program regulations in 9 CCR 2503-8, 9 CCR 2503-9. This provision does apply to the State Child Care Automated Tracking System training and data entry rules and/or any rules that are part of the State Child Care Automated Tracking System rule engine.

- d. CDEC will formally communicate the established Performance Measures outlining the requirements for timeliness and accuracy via a program memo.
- e. CDEC will use valid data from the State Child Care Automated Tracking System and other

sources, as necessary, to accurately calculate the County's performance measures. Prior to submitting its calculation to the federal government, CDEC will provide the County with 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 accuracy rates.

- f. CDEC will develop and provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program and to meet performance measures.
- g. CDEC 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 child care services and meet federal and state guidelines.
- h. CDEC will develop and provide training for Child Care Program staff and provide timely and accurate reports on County performance.
- i. The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required by letter, et seq.

5. 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 Federal Improper Payment Error Rate.
- 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 federal and state performance requirements.
- c. The State and the Counties will work together to ensure that the information entered and reported in the State Child Care Automated Tracking System and the Colorado Benefits Management System (for the purposes of data matching and Colorado Works Child Care cases) are 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 applicable state systems.

6. REMEDIATION PLANS

- a. The County, in consultation with CDEC, may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the established performance measures;

- iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program regulation;
- iv. Failing to meet timely processing requirements or Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year.

7. PENALTIES

- a. According to CRS §§ 26.5-4-115, a county or group of counties may be penalized for not meeting any obligation under this performance contract and may include a reduction in a future county block grant allocation.
- b. Subject to the limitations set forth herein, if CDEC is subject to a federal penalty, and the County's remediation plan was insufficient, CDEC may impose penalties on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:
 - i. Spending federal or state Child Care Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
 - ii. Failing to meet the negotiated performance measures;
 - iii. Restricting eligibility or the provision of services, or imposing penalties in a manner inconsistent with a federally compliant state law and state plan, and applicable program regulation;
 - iv. Failing to meet timely processing requirements or Child Care Program federal improper payment error rate guidelines, in accordance with the federal fiscal year.
- c. A penalty should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.
- d. The county will not be penalized or required to follow a remediation plan if:
 - i. The County can demonstrate by a preponderance of evidence that CDEC provided inaccurate guidance, training, or data with regards to performance under this MOU; and,
 - ii. That the County's reliance on this information is the proximate cause for the imposed penalties. If the County can only demonstrate that it is the proximate cause for part of the penalty, the County will not be liable for that portion of the penalty.

8. PROCEDURES FOR IMPOSING A REMEDIATION PLAN OR PENALTIES

- a. The process for a penalty or remediation plan against the County or group of Counties by CDEC will be as follows:

- i. CDEC will provide the County with written notice of the County's failure to meet any performance measure outlined in this MOU. This notification will include all associated documentation that supports CDEC'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.
 - ii. If the County's remediation plan does not rectify the performance problem, CDEC may determine the appropriate level of penalty. CDEC shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDEC will provide the County one hundred eighty (180) days written notice of the proposed penalty before imposing any penalty. This notification will include the rationale of imposing the penalty, as well as, all associated documentation, a calculation of the proposed penalty, and an indication of what constitutes a remedy or correction that will allow the County to avert the penalty, 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, before CDEC imposes the penalty.
 - iii. If a penalty is imposed, the amount cannot be greater than that imposed by the federal government. If CDEC has incurred a penalty due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be penalized for its share of the penalty.
- b. CDEC will provide the County with all documents received from the federal government related to any proposed or imposed federal penalty within twenty (20) days of receipt, together with all CDEC documents related to the actions giving rise to that federal penalty, or that related to the penalty process. If CDEC fails to provide the required documentation within the twenty (20) days, CDEC may not hold the County liable for that penalty.

9. CIRCUMSTANCES FOR CDEC ASSUMING ADMINISTRATION

- a. As outlined in CRS §§ 26.5-4-115 (2), if the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDEC, at its sole discretion, may assume the County's administration and implementation of the Child Care Program.

In that event, CDEC will provide the County with ninety (90) days of 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 correct the failure before CDEC assumes 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 CDEC to assume the County's administration and implementation of the Child Care Program. CDEC is under no obligation to accept or assume the administration of the Child Care Program.

If CDEC assumes the County's administration and implementation of the Child Care 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 §§ 26.5-4-110. CDEC will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS §§ 26.5-4-114.

10. DISCRETIONARY MATTERS

The parties agree that all portions of Part 1 of Article 4 of Title 26.5 that grant discretion to CDEC or the County regarding the administration of the Child Care Program in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

11. 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.

12. 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 amendments hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendments 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, the State Plan, and Program regulations. 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.

13. NO THIRD-PARTY BENEFICIARY

This MOU is binding on CDEC, and the County or group of Counties, 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 CDEC and the County or group of Counties 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.

14. DISPUTE RESOLUTION

According to CRS §§ 26.5-4-115, if a disagreement concerning this performance contract arises between the County or group of Counties and the CDEC, either party may request resolution of the disagreement through an independent dispute resolution process that is agreed upon by the

parties. If necessary to assure services are available within the County or group of counties, the Department may enter into a temporary agreement with the County or group of Counties or with another public or private agent until the disagreement is resolved.

DEPARTMENT DIRECTOR,

STATE OF COLORADO DEPARTMENT OF EARLY CHILDHOOD

Executive Director or Designee

COUNTY OF _____ COLORADO,

by and through the BOARD OF COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____

**Huerfano County Department of Human Resources
Confidentiality and Protected Health Information Policy and Procedure**

<p>Policy Title: Confidentiality and Protected Health Information Policy and Procedure</p>	<p>Effective Date: 12/17/2024 Revision Date:</p>
<p>Policy Program Area Department of Human Services (All Units)</p>	<p>Authorizing Signature</p>

Reason for Policy: Under the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule for use and disclosure of Medicaid client protected health information (PHI), and the expectations outlined by the Department of Health Care Policy and Financing (HCPF), **Huerfano County** Medicaid technicians do not require a signed business associate contract with respect to uses or disclosures by a health plan that is a government program providing public benefits; however, compliance with requirements for handling of PHI is necessary. 45 C.F.R. § 164.502(e)(1)(ii) (2002).

Definitions:

Business Associate: A business associate creates, receives, maintains, or transmits protected health information on behalf of a covered entity. However, business associates do not include a “government agency, with respect to determining eligibility for, or enrollment in, a government health plan that provides public benefits and is administered by another government agency or collecting protected health information for such purposes.” Therefore, a County Health or Human Services Department is not a business associate.

Covered Entity: A covered entity is obligated to safeguard the privacy of applicant and client Protected Health Information (PHI). A covered entity includes health plans, healthcare clearinghouses, and healthcare providers. As the administrator of Health First Colorado and the Children’s Health Insurance Program, the Department is a health plan and therefore a covered entity.

Disclosure of PHI is the release, transfer, or sharing of such information outside of a County Department of Social/Human Services, unless transmitting data to HCPF

Protected Health Information (PHI) is defined as: information created or received by a health care provider, health plan, employer, or health care clearinghouse; related to any physical or mental health or condition or treatment of an individual, or the payment for health care to an individual; *and* that identifies the individual or can be used to identify the individual. This information can be transmitted or maintained in any other form or medium.

ePHI: PHI in an electronic format.

PII (Personal Identifiable Information) is any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means (examples include but are not limited to name(s), address, social security number, telephone number, email address, etc.)

Policy: Huerfano County must comply with the same HIPAA privacy and security requirements that bind HCPF. This is done by the following processes:

1. Data Ownership

Huerfano County and its affiliates have no ownership rights with respect to PHI of Medical Assistance program applicants and enrollees. All usage of Medical Assistance program data from the statewide automated systems is subject to approval by HCPF. **Huerfano County DHS Director or Assistance Payments Unit Supervisor** will submit any request to the HCPF County Relations team (HCPF_CountyRelations@state.co.us) prior to use of data outside of permitted uses.

2. Permitted Uses

Use of PHI is the sharing, utilization, examination, or analysis of PHI. **Huerfano County** and Medicaid technicians are not to use PHI except for the limited purpose of enrolling an individual in, or determining an individual's eligibility for Medicaid, hearing an appeal on eligibility determinations, and resolving overpayments. **Huerfano County** will not use PHI in any manner that would constitute a violation of the Privacy Rule. Medicaid technicians will use and disclose the minimum PHI necessary to accomplish the purpose of the request, use or disclosure.

Minimum Necessary: only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

3. Permitted Disclosures

Huerfano County including all Medical Assistance technicians are not to disclose PHI in any manner that would constitute a violation of the Privacy Rule. Disclosure of PHI is the release, transfer, or sharing of such information outside of the agency, unless transmitting data to HCPF. Permitted disclosures include:

1. determining an individual's eligibility for, or enrollment in, a Medical Assistance program; hearing the first level of appeal on eligibility determinations; and resolving overpayments
2. proper management and administration of our department;

3. as required by law; or
4. to report violations of law to appropriate federal or state authorities, consistent with 45 CFR Section 164.502(j)(2) and HCPF OM 23-030. Before third party disclosure, **Huerfano County** must obtain
 1. reasonable assurances that disclosed protected health information will be held confidential and only disclosed as required by law or for the purposes for which it was disclosed; and
 2. an agreement from the third party to notify **Huerfano County** within two business days of any known breaches of confidentiality of the protected health information.
4. Appropriate Safeguards

Huerfano County including Medical Assistance technicians shall implement appropriate safeguards in order to prevent the intentional or unintentional use or disclosure of PHI other than as permitted by HIPAA and HCPF. This includes but is not limited to:

1. no unauthorized persons shall have access to PHI,
2. desktops free of PHI if possible,
3. files stored in locked cabinets,
4. computers are locked when not being used,
5. documents with PHI are not being left on printers or fax machines,
6. limited emailing of PHI outside of the County to permitted disclosures as described above (Section 3)
7. all emails with PHI or PII to be sent using HIPAA-compliant encryption
8. When ePHI sent outside of **Huerfano County**, must use an encrypted device with the decryption provided separately from the device to the recipient.
9. no emails shall contain PHI or PII in the subject line, even when the email is encrypted
10. compliant shredding of PHI after use
5. Reporting of Breach, or Unauthorized Use or Disclosure of PHI

Huerfano County Director will report to HCPF in writing any improper use or disclosure of PHI within three (3) business days of becoming aware of such use or disclosure. Report must be submitted to HCPF using the [County Relations Webform](#) or an email to HCPF_CountyRelations@state.co.us.

Huerfano County will work with HCPF to investigate and resolve the issue.

6. Contractors, Vendors and Subcontractors

Any **Huerfano County** vendors including contractors, subcontractors and subrecipients who receive or have access to member PHI shall sign an agreement with the **Huerfano**

County containing restrictions comparable to HIPAA use and disclosure of PHI and further identifying HCPF as a third-party beneficiary with rights of enforcement and indemnification from such contractors in event of any violation of such contract or agreement.

7. HCPF Access to PHI

Huerfano County will make PHI, maintained by **Huerfano County** or its agents or subcontractors, available to HCPF for inspection and copying within ten (10) business days of a request to enable HCPF to fulfill its obligations to permit access to client protected health information under the Privacy Rule.

If **Huerfano County** receives a request from HCPF for PHI, **Huerfano County** will work with HCPF to resolve the request and provide access.

8. Amendment of PHI

If an application or member requests an amendment of PHI directly to **Huerfano County** or its agents or subcontractors, **Huerfano County** must determine the source of the PHI and refer the member to the source for correction.

9. Tracking of Disclosures

The Huerfano County Director of Human Services implements and maintains a tracking process that allows for disclosure information to be collected and maintained by **Huerfano County**, its agents or subcontractors for at least six (6) years after the disclosure, but not before April 14, 2003. Such information shall include:

- A. the date of disclosure
- B. the name of the entity or person who received PHI and, if known, the address of the entity or person
- C. a brief description of PHI disclosed
- D. a brief statement of the purpose of the disclosure

Per 45 C.F.R. Section 164.528, **Huerfano County** does not need to provide any information concerning disclosures made:

- A. to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506;
- B. to clients-of PHI about them as set forth in 45 C.F.R. Section 164.502;

- C. pursuant to a client authorization as provided in 45 CFR Section 164.508;
- D. to persons involved in the individual's care as set forth in 45 C.F.R. Section 164.510
- E. for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2)
- F. to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5)

10. Member access

Members have the right to request a full accounting of how **Huerfano County** has disclosed their PHI. If a request for an accounting of disclosures is received by a representative of the county, the request must be forwarded to HCPF County Relations Team (HCPF_CountyRelations@state.co.us) within five (5) business days of the request receipt.

If a request for accounting disclosures is sent from HCPF to **Huerfano County**, the **Huerfano County Director** is required to provide this information to HCPF within ten (10) business days of the request.

11. Governmental Access to Records

If **Huerfano County** receives a request, made on behalf of the Secretary of the U.S. Department of Health and Human Services (HHS/CMS), the **Huerfano County Director** shall notify HCPF of the request within five (5) business days. If instructed by HCPF, **Huerfano County** shall make its internal practices, books and records available to HHS. A copy will be provided to HCPF at the same time.

**Huerfano County Department of Human Resources
Medical Assistance Program Integrity Policy**

Policy Title: Medical Assistance Program Integrity Policy	Effective Date: 12/17/2024 Revision Date:
Policy Program Area Assistance Payments Adult Services Fraud Investigations	Authorizing Signature

PURPOSE

The policy details the standards by which Huerfano County employees shall administer benefits programs for county residents by providing internal controls for fraud prevention.

Pursuant to rule 8.065.1, an “overpayment” includes any medical assistance payments, including capitation payments, paid on behalf of a recipient who was not lawfully entitled to receive the benefits for which the payments were made. The rule further states that the County Department of Social Services shall recover all overpayments, **except that no recovery shall be made where the overpayment occurred through no fault of the recipient.**

Additionally, Huerfano County will not collect overpayment claims which occurred during the Public Health Emergency (PHE) period, including after the PHE has officially ended (HCPF PM 21-002).

As of May 11, 2023, HCPF issued a temporary prohibition on administrative recovery of overpayment from current and former Health First Colorado/Medicaid members. No overpayment recovery is permissible unless ordered by a criminal court (HCPF OM 23-046).

POLICY STATEMENT

Huerfano County management staff is responsible for preventing and detecting fraud and providing the necessary training to all staff in preventing and detecting fraud. **Huerfano County** does not have an investigation unit; therefore, **Assistance Payments Unit Supervisor and/or the HCDHS Director** are responsible for initiating the initial investigation.

In the event possible fraud has occurred, the **Huerfano County Child Support Services Technician** will complete an investigation (see Procedures below). In the event that the **Huerfano County** received an anonymous phone call, mail, email or in person report of fraud, the **Assistance Payments Unit Supervisor** will inform the direct supervisor of the situation, and the direct supervisor will provide assistance and monitoring as needed.

During county investigations, members cannot be coerced into providing information or cooperating with the investigations. A member's willingness or refusal to speak with a county investigator or otherwise cooperate with a county investigation is an entirely voluntary decision to be made by the member. **A member's eligibility cannot be terminated for not complying with an investigation, nor can a member be threatened with eligibility termination for failure to comply.**

PROCEDURE

All reported internal fraud or misconduct will be thoroughly investigated by **Huerfano County**. Any employee who suspects dishonest or fraudulent activity will notify the **Assistance Payments Unit Supervisor or the HCDHS Director** in writing immediately and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act without reporting it first to the **Assistance Payments Unit Supervisor**.

Fraudulent acts committed by employees of **Huerfano County** and/or clients (applicants and members) may include theft, misuse, and/or misrepresentation of data for use in determining eligibility and grant amounts.

Common methods and types of internal fraud include, but are not limited to, the following:

- Creating false persons and applications
- Reporting false information on behalf of the customer data intentionally entered for incorrect sums (expenses, income, etc.)
- Intentionally altering amounts and details on client documents/cases
- Overriding denial/fail decisions to approve benefits
- Misappropriation of funds
- Unauthorized transactions
- Using false identification
- Creating false addresses
- Inappropriately reversing claims and overpayments
- Falsifying documents
- Forging signatures
- Claiming mileage for destinations not traveled
- Deliberately omitting documents/resources/case information
- Intentionally accessing personally known individual(s) case information
- Failing to disclose a conflict of interest.

Huerfano County management will resolve situations related to an employee's ethical, behavioral conduct and/or fraudulent activity consistent with **Huerfano County** human resources employee conduct policy.

If a member is suspected of fraud, a fraud report may be submitted in person, by phone, or may arrange with **Huerfano County** staff to submit it by email or by mail to:

Assistance Payments Unit Supervisor

Address: 121 W. 6th Street

City, State ZIP: Walsenburg, CO 81089

Phone: 719-738-2810

Email: infodhs@huerfano.us

Huerfano County staff discovering or suspecting fraudulent activity will:

- Report the suspected fraud activity to the **Assistance Payment Unit Supervisor, 719-738-2810 or infodhs@huerfano.us**
- The **Assistance Payments Supervisor** will review the received complaint and investigate the suspected fraud
- Establish a recovery for the over issuance period, if applicable and allowable by program rule
 - No recovery is allowed for any period of time falling within the PHE Period.
 - As of May 2023, there is a temporary prohibition on recovery of administrative overpayments for members
 - Due to the prohibition, no recovery may be made on overpayments unless established by a criminal court
- Document the recovery in CBMS case comments
- **Huerfano County** will maintain a record of all fraud referrals, investigations and outcomes.

Conflict of Interest

See **Huerfano County Personnel Manual** for nepotism/conflict of interest policies.

Investigation Process

The **Assistance Payments Unit Supervisor** will review statements and verify documentation provided by the applicant on the application (and request additional information as necessary according to program rule) to determine program eligibility. In addition, **the Assistance Payments Unit Supervisor** will use system resources and other collateral contacts to review the eligibility determination. A complete review will be conducted of the eligibility worker's processing of cases, including review of data entry by the worker, and documentation provided by members to ensure accuracy.

Collateral Contact

When necessary and as allowed by program area rule, **Assistance Payments Unit Supervisor** will ensure verification of member information, including addresses, Social Security Numbers, and other case information; **Huerfano County** verifies customer information through any of, but not limited to, the following:

- Google, and/or other search engines such as Clear/Accurient
- County Assessor, including direct contact and/or website Social Security Administration records
- Landlord and/or mortgage company records
- Family members
- Employers: past and/or present
- School records
- DMV records
- Bank records

Confidentiality

Huerfano County staff and others involved in the fraud investigation process will treat all information received as confidential. Investigation results will only be disclosed or discussed on a "need to know" basis. The names of reporting parties, as well as the information they provide, shall be kept confidential to the extent possible. Should administrative or legal proceedings result, it may not always be possible to maintain the confidentiality of the person reporting or the information they provide.

Although investigators find it helpful to know as much detail as possible, including the name and position of the reporting party, employees who choose to remain anonymous may call the fraud hotline at **719-738-2810**. Internal investigation resulting in administrative proceedings, legal proceedings, or a criminal investigation, the anonymous reporter may be asked to identify themselves.

Additional Prevention Controls

The Assistance Payments Unit Supervisor or HCDHS Director may run various reports to review casework for abnormalities and payments over a specific threshold limit, including restoration payments, diversions, supportive services, and other activities indicating potential fraud. Reports reviewed may include, but are not limited to:

- Security Profiles in the Colorado Benefit Management System

- Supervisory authorization as specified levels of benefit approval
- Death Match Report
- PARIS
- Duplicate Social Security Number (SSN)
- IEVS
- High Balance Reports
- Verification of multiple residents/household members within a singular residence

The **Assistance Payments Unit Supervisor** may pull a percentage of case actions for each worker. This process is instrumental in preventing and detecting fraud, enhancing our ability to find errors, target training and staffing needs, and ensuring that our customers receive appropriate benefits and services. **Assistance Payments Unit Supervisor** actions can include, but are not limited to:

- Determination no fraud was committed
- Determination of the amount of overpaid benefits
- Referral back to the eligibility worker or supervisor for review and correction
- Termination of assistance
- Establishment of a claim
- Referral to the District Attorney (DA) for prosecution
- The state Fraud Hotline with the Colorado Department of Human Services is maintained to encourage the public to report suspected fraud 24 hours daily by telephone at 1-877-934-6361.
- The OSA's Fraud Hotline is maintained to encourage the public to report on state employee or contracted individual fraud 24 hours daily by telephone, 303-869-3020, via email at osafraudhotline@state.co.us or <https://leg.colorado.gov/agencies/office-state-auditor/report-fraud-concern>

Referral for Criminal Charges

If upon investigation, **HCDSH Director** determines a case should be referred for criminal proceedings, he/she will complete the referral process by notifying the **Huerfano County District Attorney** of the case, and providing the **Huerfano County District Attorney** with any additional information needed. All information shared with the District Attorney will follow privacy, confidentiality, and protected health information sharing restrictions including ensuring all communication is encrypted and that paper copies of documents are properly disposed of. The District Attorney will notify either the HCDHS Director OR the Huerfano County Administrator of outcomes.

As of May 11, 2023, HCPF issued a temporary prohibition on administrative recovery of overpayment from current and former Health First Colorado/Medicaid members unless recovery

is established by a criminal court. The **Huerfano County District Attorney** will work with **the HCDHS Director** to collect any criminal court ordered recovery.

COUNTY REPORTING

Huerfano County will report medical assistance member/client fraud investigations to the State, which reports it to the General Assembly as outlined in [HCPF OM 21-029](#). **The HCDHS Director** [will use the form attached to HCPF OM 21-029](#), Annual Activities Report (Attachment A), to report county fraud investigations and recovery activity to HCPF electronically. This form is to be submitted by **Huerfano County** annually; **a report is due even if no activity occurred in the year**. The report is due to HCPF on July 31st of each year. The report is to be submitted to hcpf_report.clientfraud@state.co.us. A full list of definitions is included in the [Operation Memo](#) to assist in completing this report.

STAFF TRAINING

New **Huerfano County** assistance payments technicians, adult services case managers, child support technicians, director, and supervisors are trained on HCPF and county values and code of ethics. The training covers fraud awareness and prevention. Training provides examples of suspected fraud and stresses the expectations for all employees to communicate and report suspected instances.

The **Assistance Payments Unit Supervisor** will train staff annually and/or when new guidance is issued by HCPF. Documentation that the training took place will be filed **with Huerfano County**.

Eligibility staff will be trained as needed based on fraud referrals and investigation outcomes. This training could include data entry, case file documentation, customer service, etc. Individual training will be tracked in the employee's file. If necessary **the HCDHS Director** may work with Human Resources to address employee performance concerns.

**Huerfano County Department of Human Resources
Quality Assurance and Quality Control Plan**

Policy Title: Quality Assurance and Quality Control Plan	Effective Date: 12/17/2024 Revision Date:
Policy Program Area Assistance Payments	Authorizing Signature

POLICY STATEMENT

This policy is necessary to be compliant with State rules and regulations pertaining to Medical Assistance (MA) state fair hearings and dispute resolution conferences.

Responsible staff include: HCDHS Director, Assistance Payments Unit Supervisor, Operations Manger, Call Center Technician

DISPUTE RESOLUTION CONFERENCES PROCEDURE

A member/applicant may request a Dispute Resolution Conference (DRC) verbally or in writing including through email, no later than 60 calendar days after the date of the Notice of Action.

When a request for a DRC is received, it is forwarded to the HCDHS Director. The Assistance Payments Unit Supervisor and the Director are responsible for reviewing the request for a Dispute Resolution Conference.

The Assistance Payments Unit Supervisor will pull all case documentation and review it. The Assistance Payments Unit Supervisor will present the information to the director as needed on a case-by-case basis when additional information is needed.

The Assistance Payments Unit Supervisor is required to review the case for accuracy and completeness. HCDHS best practice is to have a second party review and confirm the accuracy of the outcome of the review; however, with limited staff, this may not always be possible.

Within 10 calendar days after receipt of the request for the DRC, the Assistance Payments Unit Supervisor or Director is required to notify the member/applicant of the date, time, and location of the DRC. The notification must also include the member/applicant's right to a state fair hearing and the date deadline to request a state fair hearing. This notification must be in writing and sent via US Mail to the member/applicant address on file.

The Assistance Payments Unit Supervisor will review the case and all pertaining documents with the technician who worked the case. The Assistance Payments Unit Supervisor will create facts of the dispute for the conference with the member/applicant.

The DRC must be held no more than 25 calendar days from the date the request was received, unless both parties agree to extend the deadline. This agreement must be in writing. The applicant/member must be provided a choice to have the DRC held in-person, virtually, or by phone.

Language Services:

- Interpretation Services: HCDHS shall provide qualified interpretation services, free of charge, to individuals with limited English proficiency who require language assistance to access services. Interpretation services will be provided in-person, telephonically, or through video conferencing, as appropriate.
- Translation Services: Written materials essential to accessing County programs and services must be translated into language of member by LanguageLine Solutions.

ADA Accommodations:

- Request Process: Individuals with disabilities shall have the right to request reasonable accommodations to ensure equal access to County programs and services. Requests for ADA accommodations may be made verbally or in writing and shall be promptly addressed.
- Provision of Accommodations: HCDHS shall provide reasonable accommodations, including but not limited to auxiliary aids and services, modifications to policies, procedures, and practices, and accessible facilities, as necessary to facilitate meaningful participation by individuals with disabilities.

After the conference, the Assistance Payments Unit Supervisor will present the outcome to the Director for final approval.

The Assistance Payments Unit Supervisor will notify the member/applicant of the finding from the DRC within 3 business days of the conference. This notification must be in writing and sent via US Mail to the member/applicant address on file. The Assistance Payments Unit Supervisor will also enter Corrective Action (if any) into CBMS within 3 business days of the conference.

If the finding is that the dispute has been resolved and the member has already filed an appeal, the Assistance Payments Unit Supervisor shall inform the applicant or recipient of the process for dismissing the appeal.

Dispute Resolution Tracking:

HCDHS Director will track each dispute resolution conference held by completing and submitting the dispute resolution tracking Excel spreadsheet to HCPF monthly. The report is to be completed and sent in via email to hcpf_eligibilityappeals@state.co.us no later than the 5th calendar day of each month, with the submission reflecting data from the prior month. If the site does not have any dispute resolution conferences for the month, the Director will indicate this on the spreadsheet.

STATE FAIR HEARINGS PROCEDURE

When a request for a State Fair Hearing is received, it is forwarded to the Assistance Payments Unit Supervisor, who will pull the case and all supporting documents to create the hearing packet. The Eligibility Technician that took the appealed action on the case may be asked to attend on a case-by-case basis or as deemed necessary by the Assistance Payments Unit Supervisor. Notification of the Decision is pursuant to 10 CCR 2505-10 8.057.11.

1. Members or applicants may request a State Level Hearing in writing no later than sixty (60) calendar days after the date of the Notice of Action.
 1. If the member/applicant sends the request for a State Fair Hearing to HCDHS, the request will be forwarded to the Office of Administrative Courts (OAC) within one (1) business day from receipt.
 2. If the member or applicant makes a verbal request for a hearing, Assistance Payments Unit Supervisor shall prepare a written request for the individual's signature or have the individual prepare a written request.
 1. The request should include:
 1. The member or applicant's name, address and State ID (if applicable).
 2. The action, denial, or failure to act promptly that the request for an appeal is based on
 3. The reason for the appeal of the action.
2. Members or applicants will have the opportunity to examine the complete case file and documents to be used at the hearing at a reasonable time prior to or during the hearing. Documents and information that are confidential are exempt from this unless they are used as evidence during the hearing.
 1. The Assistance Payments Unit Supervisor shall provide access to the file via a computer in the private, partner office of the HCDHS office.
3. Members or applicants may request an Expedited Hearing. The process for requesting an Expedited Hearing is the same as above.

4. Upon notice of the scheduled hearing, Assistance Payments Unit Supervisor will secure a private hearing room that will accommodate all persons, including witnesses, expected to attend.
 1. The HCDHS Office Manager will arrange for language and/or auxiliary services for members or applicants who require them.
 2. HCDHS shall provide reasonable accommodations, including but not limited to auxiliary aids and services, as necessary to facilitate meaningful participation by individuals with disabilities, in the same manner as described in the DRC section of this procedure.
5. The hearing will be attended by Assistance Payments Unit Supervisor who will present evidence and testify to factual issues of the case when called upon.
6. When the Initial Decision is issued by the OAC, it will be served to all parties by first class mail.
 1. Upon receipt of the Initial Decision, Assistance Payments Unit Supervisor will review and determine whether exceptions will be filed.
 1. Exceptions must be filed with the HCPF Office of Appeals within fifteen (15) calendar days, plus three (3) calendar days for mailing, from the date the Initial Decision was mailed.
 2. The request for exceptions must be in writing and include the specific grounds for the request for reversal, modification, or remand of the Initial Decision.
 1. Specific grounds for the request must be based on the evidentiary findings in the Initial Decision. New evidence or oral arguments may not be presented.
 2. If asserting that the findings of evidentiary fact in the Initial Decision are not supported by the weight of the evidence, a written transcript of the hearing is required.
 3. A copy of the written transcript may be requested from the OAC but should be requested prior to filing an exception.
 1. If the written transcript is not filed with the exceptions, if applicable, the exceptions shall state that a written transcript has been requested.
 4. An extension of time to file exceptions, or the transcript, may be requested in writing with the HCPF Office of Appeals prior to the due date for filing exceptions.
 5. A copy of any exceptions filed will be served on all parties by first class mail.
 6. Each party may file a response to an exception within ten (10) calendar days from when the exceptions were mailed.

7. The HCPF Office of Appeals will issue a Final Agency Decision in writing to all parties within ninety (90) calendar days unless there has been an extension granted to the member or applicant.
8. If the Final decision is favorable to the member or applicant, Assistance Payments Unit Supervisor will take corrective action within three (3) business days after the effective date of the Final Agency Decision, retroactive to the date the incorrect action was taken. The effective date of the Final Agency Decision must be the third day after the date the decision is mailed to the parties, even if the third day falls on Saturday, Sunday or a legal holiday.
 1. A motion for reconsideration for the Final Decision may be filed with the HCPF Office of Appeals within fifteen (15) calendar days of the date the Final Decision was mailed.
 1. The motion for reconsideration must state the specific grounds for reconsideration.
 2. A copy of the motion for reconsideration will be served to all parties by first class mail. Parties have ten (10) calendar days from when the motion was mailed to file a written response.
 3. A copy of the decision on the motion will be mailed to all parties by first class mail.

MONITORING:

The HCDHS Director is responsible for monitoring requests for Dispute Resolution Conferences. Requests for State Fair Hearing are received by the Office Manager and forwarded to the Assistance Payments Unit Supervisor.

When the process is complete, Assistance Payments Unit Supervisor then signs off with the HCDHS Director.

TRAINING

Staff are trained upon hire, upon error, and at least bi-annually on the policy and procedure. When/if a new rule or memo is issued, staff receive an email communication that updates them on the new rule or memo. Current HCDHS have all received a copy of the policy and procedure. All training records are maintained by HCDHS.

Master Service Agreement

Customer Name ("Customer"): Huerfano County Social Services	Client # (if applicable) 536224
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Language Line Services, Inc. ("LanguageLine") and Customer (together, the "Parties" and each a "Party") agree that the terms and conditions below apply to the Services selected by Customer under this Agreement.

TERMS OF SERVICE

1. TERM OF AGREEMENT. This Agreement is the Master Services Agreement for all the services currently offered by LanguageLine as individually identified below (the "Services"). This Master Services Agreement will apply to Services requested now or in the future by Customer. For each Service requested now or in the future by Customer, the fees and additional terms and conditions for the Service are set out in the applicable Statement of Work for the Service, which, when fully executed, is made a part of this Agreement. If Customer continues to request and receive Services after this Agreement has expired or has been terminated for any reason, this Agreement and the applicable Statement(s) of Work will continue in full force and effect until terminated as provided in Section 12 of this Agreement.

Available LanguageLine Services:

On-demand interpretation 240+ languages 24/7/365, in seconds Via phone, video and mobile Click for On Demand Interpreting Services	LanguageLine InSight Video Interpreting® LanguageLine Phone SM Interpreting LanguageLine Mobile SM LanguageLine Direct Response Telehealth and Virtual Meetings
Face-to-face interpretation 130+ languages via onsite or video Click for Onsite Interpreting Services	Onsite Interpreting Virtual Onsite Interpreting
Translation and Localization 380+ languages Via human, machine translation, automation and other technologies Click for Translation Services	Translation Localization Transcription Clarity®
Testing and Training 57 languages Click for Testing & Training	Testing Training

Please note that by signing this Agreement, Customer is not agreeing to receive all of the above Service(s), but is only agreeing to receive the specific Service(s) that have been requested from its LanguageLine account executive and made a part of this Agreement in an applicable Statement of Work.

2. PAYMENT TERMS. Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Payment can be made by check, ACH, wire, debit card or credit card. Any fees charged by a credit card provider for use of the card will be paid for by Customer. Any disputed charges in an invoice must be identified to LanguageLine within thirty (30) days of the invoice issue date or the right to dispute will be waived by Customer. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer) or added to the next invoice (if resolved in favor of LanguageLine) or (ii) as otherwise mutually agreed upon. Invoices will be sent to the most current address or e-mail provided by Customer to LanguageLine, which may be updated by Customer upon written request to CustomerCare@languageline.com.

3. USE OF SERVICES. Customer warrants that it will **not** (i) resell the Services to any third Parties; however, Customer may charge its own customers, clients or patients for the Services; or (ii) use the

Master Service Agreement

Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering Services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.

- 4. CONFIDENTIALITY AND PRIVACY.** The Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information to any third Party and each Party will use the other's Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either Party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that Party so compelled may disclose such information without liability after giving reasonable notice to the other Party promptly to assert whatever objections the other Party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "**Confidential Information**" includes (a) information (including data) identified by a Party as being Confidential Information, (b) personally identifiable personal, financial, health or other personal information protected under a law or regulation, including without limitation HIPAA, Gramm-Leach-Bliley, US federal and state privacy laws, the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), and the UK Data Protection Act, (c) the terms and conditions of this Agreement, (d) LanguageLine pricing for its Services, and (e) all of the information provided in any invoices or other non-public documents or in oral communications between the Parties relating to the Services. LanguageLine will not record or monitor any interpretation calls except that some calls may be monitored for training and quality assurance purposes.
- 5. LANGUAGELINE PERSONNEL.** Customer understands and acknowledges that in providing the Services, LanguageLine's linguist workforce consists of its own employees, individual independent contractor linguists and linguists provided through trusted professional linguist staffing agencies (collectively, "LanguageLine Personnel"). All LanguageLine Personnel are subject to LanguageLine's stringent quality control standards, confidentiality and privacy obligations and certification criteria, and LanguageLine is solely responsible for ensuring that the terms and conditions of this Agreement are met by LanguageLine Personnel. Customer hereby consents to the use of all LanguageLine Personnel by LanguageLine.
- 6. RELATIONSHIP OF PARTIES.** The Parties are independent contractors, and nothing in this Agreement will be deemed to place the Parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each Party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, employee benefits (if applicable) and other similar taxes, benefits or charges.
- 7. LIMITED WARRANTIES AND LIABILITY.** (a) LANGUAGELINE WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. LANGUAGELINE MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND LANGUAGELINE SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. (b) EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE GREATER OF THE AMOUNT INVOICED TO CUSTOMER BY LANGUAGELINE WITHIN THE PREVIOUS 12 MONTHS, AND (c) EXCEPT AS IS PROHIBITED BY LAW AND SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT

Master Service Agreement

OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

- 8. INDEMNIFICATION.** The Parties each agree to hold harmless and indemnify the other Party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third Party claim for an intellectual property violation or a breach of Section 4 of this Agreement (“Confidentiality”), (b) a claim by an employee, vendor or agent of one Party asserted against the other Party, or (c) the grossly negligent, fraudulent, or intentionally wrongful act of any kind by an employee or agent of one Party resulting in damages to the other Party. LanguageLine will not be liable for intellectual property infringement arising merely from LanguageLine’s interpretation or translation of Customer communications or documents, respectively. LanguageLine maintains extensive global insurance coverage for all its Services and all of its personnel. A copy of the Certificate of Insurance will be supplied to Customer upon request.
- 9. PUBLICITY.** Customer agrees that LanguageLine may use Customer’s name and/or corporate logo on LanguageLine’s website and marketing materials and upon LanguageLine’s reasonable request will provide a testimonial regarding LanguageLine’s Services for use in LanguageLine’s marketing of its Services.
- 10. ASSIGNMENT.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that LanguageLine may assign its right to payment to an affiliated company and, either Party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other Party, provided, however, that Customer may not assign this Agreement to any other language services company or portfolio company that owns a 5% or more interest in a language services company.
- 11. ACQUISITION OR MERGER OF CUSTOMER.** If Customer is (a) acquired by or merged into or with an existing LanguageLine customer, or (b) acquires an existing LanguageLine customer, the terms and conditions of this Agreement and that of the other LanguageLine customer, including pricing as set out in the applicable Statements of Work, shall remain unaffected unless the Parties otherwise agree in a signed, written amendment to this Agreement.
- 12. TERMINATION.** Either Party may terminate this Agreement (a) on one hundred twenty (120) days’ notice for any reason, or (b)(i) on thirty (30) days’ written notice of breach if the other Party has not cured the breach in thirty (30) days from receipt of the notice of breach, or (ii) if the breach cannot be cured in thirty (30) days, on the date agreed to by the Parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from LanguageLine within thirty (30) days of its receipt of the final invoice (the “30-day period”). Any disputed charges must be identified by Customer within the 30-day period and the Parties shall use good faith efforts to resolve any disputed charges within the 30-day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
- 13. ADDITIONAL TERMS.**

 - (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
 - (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Party under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
 - (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of LanguageLine to any third parties, including, without limitation, any persons participating in or the subject of communications for which Services are provided, and except as provided by law, does not provide any third party with any right, privilege, remedy, claim or cause of action against LanguageLine, its affiliates or their respective successors.
 - (d) **CHOICE OF LAW.** Any action arising out of this Agreement, as well as the validity, construction and

Master Service Agreement

interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

- (e) **BINDING EFFECT.** This Agreement shall be binding upon the Parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction.
 - (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed against either Party based on the attribution of drafting by either Party.
 - (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all Parties. The Headings have no substantive effect and are used merely for convenience.
 - (h) **FORCE MAJEURE.** A Party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that Party's control if the Party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments when due.
 - (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to LanguageLine at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to CustomerCare@languageline.com with a copy to Contracts@languageline.com, and (b) to Customer at the most current address or e-mail provided by Customer to LanguageLine. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day.
 - (j) **COMPLIANCE.** Language Line Services, Inc. is an equal opportunity employer and federal contractor. Consequently, as and if applicable, the Parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If and as applicable, the Parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
- 14. ENTIRE AGREEMENT.** This Agreement, including all addenda, Schedules and Statements of Work, constitute the Parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

Master Service Agreement

The person signing this Agreement on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed Agreement by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

Statement of Work

LanguageLine® PhoneSM and InSight Video Interpreting®

Client Name ("Customer"): Huerfano County Social Services	Client # (if applicable): 536224
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This Statement of Work is subject to the Master Service Agreement between Customer and Language Line Services, Inc. ("LanguageLine"). This document is the sole document that reflects pricing for these services and must be signed by an authorized representative from the Customer. Pricing is only approved upon a signature by an authorized officer of LanguageLine. Pricing changes, if any, will be reflected on next month's invoice.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- (a) **INITIAL ENROLLMENT** including Client Identification ("CID") service accounts Waived
- (b) **ADDITIONAL SERVICE ACCOUNTS** after initial enrollment, per CID Waived
- (c) **MONTHLY MINIMUM** per CID Waived
- (d) **PLATFORM ACCESS FEE** per call Waived
- (e) **THIRD PARTY DIAL OUT FEE** per call Waived
- (f) **TELECOMMUNICATION SURCHARGE** in accordance with the Telecommunications Act of 1996 Waived
- (g) **OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME.** See 1.2(h) for Per Minute Usage Fees. No additional fees apply to schedule an interpreter appointment. Cancellation fee for any cancelled or missed appointment Waived
- (h) **PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.82
2	Chinese (Mandarin and Cantonese), French, Japanese, Korean, Russian, and Vietnamese	\$0.82
3	Armenian, German, Haitian Creole, Italian, Cambodian (Khmer), Polish, and Portuguese	\$0.82
4	Farsi, Tagalog, Thai, Urdu, and all other languages	\$0.82

1.3. PHONE INTERPRETING EQUIPMENT

- (a) **OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- (b) **PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.
 - 1Solution™ Analog Dual Handset Phone \$4.50
 - 1Solution Dual Handset IP Phone \$12.50

Statement of Work

LanguageLine® PhoneSM and InSight Video Interpreting®

- (c) Panasonic® Cordless Phone with Dual Handsets \$10.50
PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS. Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement. If Customer fails to return the Equipment to Language Line Services within the 30-day period, Language Line Services may invoice Customer \$175.00 per each equipment item not returned and Customer agrees to pay that invoice within thirty (30) days of the invoice date.
- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.
 - 1Solution Analog Dual Handset Phone \$60.00
 - 1Solution Dual Handset IP Phone \$150.00
 - Panasonic Cordless Phone with Dual Handsets \$85.00
 - Panasonic Headset \$25.00
 - Handsets \$10.00
 - Handset Splitters (price per unit) \$6.00
 - Wall Splitters (price per unit) \$6.00

2. LANGUAGELINE INSIGHT VIDEO INTERPRETING

2.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer’s service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the “App”) or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

2.2. INSIGHT VIDEO INTERPRETING FEES

- (a) **ACTIVATION** Waived
 - Monthly Service Fee applied per Client Identification (“CID”) service account based on the total number of activated devices:
 - Up to 10 Activated Devices \$30.00/month
 - Up to 100 Activated Devices \$75.00/month
 - 101+ Activated Devices \$200.00/month
 - OR**
 - One-time Activation Fee applied per Customer for unlimited activated devices \$2,500.00/one-time fee
- (b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting

Language Tiers	Languages	Per Minute Charge
1	Sign Language	\$2.95
2	Spanish	\$1.85

LanguageLine® PhoneSM and InSight Video Interpreting®

Language Tiers	Languages	Per Minute Charge
3	Other Spoken Languages	\$1.95

2.3. INSIGHT VIDEO INTERPRETING EQUIPMENT

(a) **OPTIONS AND DEFINITIONS.** Equipment purchase (“Customer-Owned”) and lease (“LanguageLine-Owned”) options are available for the equipment identified below for use with InSight Services (collectively, the “Equipment”). All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.

LanguageLine-Owned: Leased by the Customer from LanguageLine.

Customer-Supplied: Purchased by the Customer from a supplier other than LanguageLine.

Customer-Owned: Purchased by the Customer from LanguageLine.

(b) **INSIGHT EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine (“LanguageLine-Owned”).

iPad and LanguageLine Rolling Cart \$75.00/month

iPad and Table Top Stand..... \$45.00/month

(c) **INSIGHT EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement (“Customer-Owned”). Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased Equipment is covered by the following replacement warranties from the manufacturers: (i) iPads: 1-year; (ii) LanguageLine Rolling Cart: 3 years standard warranty, plus an additional 1 year on all mechanical items except wheels; and (iii) Table Top Stands: 1-year. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and Activations@languageline.com. Details will be available from your Account Executive.

32GB 8th Generation iPad (10.2-inch, Wi-Fi Only) with Screen Protector (iPad Model:

MHNG3LL/A or MYLA2VC/A)..... \$425.00

128GB iPad Pro (12.9-inch, Wi-Fi Only) with Screen Protector (iPad Model: MY2J2LL/A)

..... \$1,250.00

10.2-inch Screen Protector (Model: SP-AGF-APL-ID2019-2 or AWV102GL) \$15.00

12.9-inch Screen Protector (Model: AWV330GL) \$40.00

LanguageLine Rolling Cart with 10.2-inch LanguageLine TrueSoundSM (Model: 478-00197)

..... \$1,195.00

Table Top Stand with Enclosure (Models: 303W75-LL/185-01065, 303W299PSENW-LL or 303W290SEW-LL) \$275.00

Table Top Stand without Enclosure (Models: 303W-LL or 303W75-LL) \$145.00

LanguageLine TrueSound® Enclosure for 10.2-inch iPad (Models: 185-00999 or 185-01064)..... \$195.00

12.9-inch Non-TrueSound iPad Enclosure (Models: 290SEW-LL or 299PSENW-LL)

..... \$130.00

2.4. ADDITIONAL TERMS AND CONDITIONS FOR INSIGHT VIDEO INTERPRETING

(a) **TERMS REGARDING SOFTWARE APPLICATION.** The InSight video interpretation Services (the “Services”) are provided by LanguageLine through a proprietary desktop and/or tablet Application owned by LanguageLine (the “App”). The App must be downloaded by Customer to Customer-Supplied or Customer-Owned devices to use the Services (see Subsection (g) below for additional terms). The App is pre-installed and configured on LanguageLine-provided leased Equipment (see Subsection (h) below for additional terms). Customer agrees (a) that it will not make any copies of the App or attempt to reverse engineer it or make any changes to it; (b) that it will only download the App onto any iPad, tablet, or other digital computer device that is (i) Customer-Owned, (ii) LanguageLine-Owned, or (iii) purchased by Customer from an authorized seller of such devices, excluding other language services providers. Further, Customer will not use any iPad, tablet, or other digital computer device on which the InSight App is installed with any equipment provided by other language service providers; and (c) that the following uses of the Services are prohibited: the

Statement of Work

LanguageLine® PhoneSM and InSight Video Interpreting®

- transmission of any message or other material which constitutes an infringement of any third party copyright or trademark; an unauthorized disclosure of a trade secret; the transfer of information or technology abroad in violation of any applicable export law or regulation; a violation of Section 223 of the Communications Act of 1934, as amended, 47 U.S.C. Section 223, or other criminal prohibitions regarding the use of telephonic or video devices to transmit obscene, threatening, harassing or other messages specified therein; a libelous or slanderous statement; or a violation of any other applicable statute or government regulation.
- (b) **INTELLECTUAL PROPERTY.** Customer acknowledges and agrees that all rights including copyright throughout the world in the App, in the LanguageLine TrueSound, Notepad™, InSight, and Interpreter on Wheels trademarks (collectively, the “Trademarks”), and in the issued patents and pending patents relating to the Equipment, are exclusively owned by LanguageLine, and that neither this Agreement, nor Customer’s use of the Services, the App or the Equipment grants to Customer any right, title, or interest in or to the Services, the Equipment, the App, the Trademarks, or any of the other technology, systems, processes or other aspect of the Services, including but not limited to any intellectual property rights therein (collectively, the “LanguageLine Properties”). Customer expressly agrees that it shall not assert any rights in any of the LanguageLine Properties, or challenge LanguageLine’s rights in or the validity of any of the LanguageLine Properties in any country, nation, or jurisdiction in the world, and Customer agrees that it shall not directly or through others copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the App, or any aspect thereof. Customer agrees that this Paragraph shall survive the expiration of this Agreement and will continue to apply after the Agreement ends.
- (c) **ENCRYPTION.** Encryption is built into the App and the Services platform, ensuring the security of the live video as it traverses the Internet. This encryption allows LanguageLine to fulfill its obligation under any Customer Business Associate Agreement (“BAA”) with respect to the Services. LanguageLine does not record any phone or video calls and therefore has no record of the call content. With respect to the App’s electronic Notepad™ function, written information relayed during the call is encrypted. As with the live video, no recording or storing is made of information written on the Notepad™ and therefore this information cannot be retrieved after the call’s completion.
- (d) **RESPONSIBILITY FOR UNAUTHORIZED USE.** Customer will safeguard its use of the Services against use by unauthorized persons and will be responsible for charges resulting from use of its Services, whether or not such use is authorized.
- (e) **AVAILABILITY OF SERVICES.** The Services may not be available at all times due to interruptions, technical problems, and/or system upgrades and maintenance. All interpreters provided in conjunction with the Services may not be available at all times and interpreters will be assigned solely by LanguageLine.
- (f) **QUALITY CONTROL.** Customer acknowledges that LanguageLine from time to time will monitor calls made through the Service for purposes of quality control.
- (g) **PURCHASED EQUIPMENT ADDITIONAL TERMS** (applies to the InSight App with Customer-Owned Equipment option only): Customer agrees that (a) the TrueSound patented technology and related audio equipment will not be used with any non-LanguageLine equipment/devices, and (b) the Equipment purchased from LanguageLine will not be used with or for any non-LanguageLine language interpretation services (including software and Apps).
- (h) **LEASED EQUIPMENT ADDITIONAL TERMS:** Under this option, LanguageLine will lease Equipment mutually agreed upon by LanguageLine and Customer for the duration of this Agreement for a monthly fee. The Parties acknowledge and agree that this Equipment remains the sole property of LanguageLine and will be returned to LanguageLine, undamaged, upon termination of this Agreement, unless superseded by a purchasing agreement. The Parties agree that the Equipment will be used for the sole and exclusive purpose of the Services and may not be configured, fixed and/or altered for any other purpose without express prior written consent from LanguageLine. Customer may not use any leased Equipment or the InSight App with any equipment, app, software or language services provided (through purchase, lease or otherwise) by a language services provider

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other than LanguageLine. LanguageLine will enroll LanguageLine-Owned iPads in LanguageLine’s MDM (Mobile Device Management) system. As a condition of the lease on LanguageLine-Owned Equipment, location services must be enabled “on” at all times, with “Always Allow Location Access” selected within the Hub application. Customer agrees that Equipment will be kept only at the Customer locations listed in this Agreement, or as otherwise mutually agreed by LanguageLine and Customer in writing. From time to time, upon twenty-four (24) hours’ notice to Customer, LanguageLine, during a Customer’s regular business hours, may enter the Customer’s premises where the Equipment is located to inspect and maintain Equipment. Customer hereby agrees to such inspection by LanguageLine and agrees to provide such support and cooperation as is requested by LanguageLine. Customer assumes and bears all risk of loss and/or damage of Equipment, other than normal wear and tear, from the time that Equipment is delivered until returned to LanguageLine following the expiration of this Agreement. Customer will be charged and agrees to pay for any lost, stolen, or damaged Equipment. LanguageLine reserves all rights and remedies to re-take possession of the Equipment if Customer fails to pay any undisputed invoiced amounts owed hereunder.

- (i) **LIMITED WARRANTIES FOR EQUIPMENT.** LanguageLine warrants that Equipment shall be free from defects in materials and workmanship, except that all warranties are waived if (i) the Equipment has been altered or modified or the App, Equipment or components thereof are used other than as authorized under this Agreement, or (ii) the Equipment has been used by a person or entity other than the Customer or other permitted users. LANGUAGELINE DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING ALL IMPLIED AND EXPRESS WARRANTIES OF EVERY KIND AND NATURE. Customer agrees that the sole and exclusive remedy for breach of warranty, damages or loss relating to Equipment is limited to the repair or replacement of the Equipment. Customer waives any and all legal claims for damages in connection with the Equipment.

3. OTHER FEES

3.1. FINANCE FEE. Finance fee is applied to any past due balance. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum permitted by applicable law.

3.2. OPTIONAL PAPER INVOICE. Electronic invoices are provided at no charge. Paper invoice fee is applied if a paper invoice is required by the Customer..... Waived

3.3. OPTIONAL CUSTOMIZATIONS

(a) Report configuration per hour	\$0.00
(b) Report maintenance per month	\$0.00
(c) Training assistance on site per day per training	\$0.00
(d) Training materials development per hour	\$0.00

LanguageLine® PhoneSM and InSight Video Interpreting®

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	LanguageLine
Date:	Date:
Signature:	Signature:
Name:	Name: Bonaventura A. Cavaliere
Title:	Title: CFO

**Huerfano County Department of Human Resources
 Medical Assistance Voter Registration & Inter-site Transfer Process**

Policy Title: Medical Assistance Voter Registration & Inter-site Transfer Process	Effective Date: 12/17/2024 Revision Date:
Policy Program Area Assistance Payments Adult Services Operations	Authorizing Signature

REASON FOR POLICY

To meet the requirements of 10 CCR 2505-10 8.100.3.C., 10 CCR 2505-10 8.100.3.D.6-7 and 11 CFR Part 9428 for processing, transferring and providing voter registration opportunities for medical assistance cases. Additionally, Section 7 of the National Voter Registration Act of 1993 requires States to offer voter registration opportunities in every agency and office in a State that administers or provides services or assistance under any public assistance programs.

DEFINITIONS [Site: add any other definitions you feel would be helpful]

Applicant-an individual who is seeking an eligibility determination for Medical Assistance through the submission of an application.

CBMS-Colorado Benefits Management System is the computer system that is utilized to determine an applicant or member’s eligibility for public assistance in the state of Colorado.

Eligibility Site-a location outside of the the Department of Health Care Policy and Financing that has been deemed by the the Department of Health Care Policy and Financing as eligible to accept applications and determine eligibility for applicants or members.

Eligibility worker-individual who is authorized to determine an applicant or member’s eligibility for public assistance in the state of Colorado.

HCPF-the Department of Health Care Policy and Financing. The single State agency designated to administer the Colorado Medical Assistance Program under Title XIX of the Social Security Act and Colorado statutes.

Initiating eligibility site-eligibility site who initiates an inter-Site transfer of a medical assistance case to another eligibility site.

Inter-Site-occurring between or involving two or more counties when a member moves residence from one Colorado Site to another Colorado Site.

Intra-Site-confined to one Site, when a member changes address within a Colorado Site.

Medical Assistance- all medical programs administered by the Department of Health Care Policy and Financing.

Member-a person who is eligible for or receiving a Medical Assistance Program. “Member” is used interchangeably with “recipient” and “client” when the person is eligible for the program.

NVRA-The National Voter Registration Act of 1993 that requires States to offer voter registration opportunities at certain State and local offices, including public assistance and disability offices (Section 7).

Originating Site-eligibility site who transfers a medical assistance case to another eligibility site.

Receiving Site-eligibility site who receives a medical assistance case from another eligibility site.

POLICY STATEMENT

In accordance with 10 CCR 2505-10 8.100.3.C, CCR 2505-10 8.100.3.D.6-7, 11 CFR Part 9428 and the National Voter Registration Act of 1993, members or applicants shall be provided the opportunity to register to vote by eligibility sites at application, renewal and change of address. Additionally, members who transfer their medical assistance case from one Site to another within Colorado will be provided the same opportunity in the new Site of residence.

Responsible staff include: Assistance Payments Unit Supervisor, Assistance Payments Unit Technicians, and Office Manager.

PROCEDURE for National Voter Registration Act (NVRA)

Eligibility sites are required to provide applicants and members the opportunity to register to vote in every agency that administers or provides services or assistance under any public assistance program. Records concerning registration and declination to register to vote are not part of the public assistance case record and are not to be stored in the case file or CBMS.

If an applicant moves during the application process and before an eligibility determination is made, HCDHS will complete the application before transferring the case to the receiving eligibility site. HCDHS will electronically transfer the case in CBMS and notify the receiving eligibility site of the transfer.

HCDHS will ensure the confidentiality of applicants or members registering and declining to register to vote. HCDHS will not:

- 1) Seek to influence the applicant's political preference or party registration;
- 2) Display any political preference or party allegiance;
- 3) Make any statement to the applicant or take any action, the purpose or effect of which is to discourage the applicant from registering to vote; and
- 4) Make any statement to an applicant which leads the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

Voter Registration Processing at Application, Renewal or Intra-Site Change of Address

HCDHS will provide the Voter Choice Form and the Colorado Voter Registration Form at initial application, renewal or change of address to the applicant(s) or member(s).

1. HCDHS Office Manager will review the Voter Choice Form.
 - a. If the member marked “No” on the Voter Choice Form
 - i. The Office Manager will make sure the form is signed.
 - ii. The Office Manager will complete the information in the upper right corner.
 - iii. The Office Manager will give a receipt of the form to the client.
 - b. If the member marked “Yes” on the Voter Choice Form:
 - i. The Office Manager will make sure the form is signed.
 - ii. The Office Manager will complete the information in the upper right corner of the form.
 - iii. The Office Manager will provide the applicant or member with the Colorado Voter Registration Form.
 - iv. The Office Manager will offer assistance in completing the Voter Registration form, if needed. The applicant or member can also choose to register or update information online at www.govotecolorado.com
 - v. **The Office Manager** will attach the Voter Choice Form to the completed Colorado Voter Registration Form and give them both to the Huerfano County Clerk and Recorder: 401 Main Street, Walsenburg, CO 81089
 - c. If the applicant or member chooses to take the registration form home and not complete it in the office:
 - i. In the ‘For office use only’ section of the form, the eligibility worker will make a note that the applicant chose to take the form home.

- ii. The Office Manager will advise them to mail, deliver, or scan the completed registration form to the Site Clerk and Recorder. Contact information can be found at www.govotecolorado.com

Or mail the completed form to:
 Colorado Department of State Elections Division
 1700 Broadway, Suite 200
 Denver, CO 80290

- d. If the applicant or member left the form blank:
 - i. No further action is required by the applicant or member.
 - ii. The Office Manager will complete the information in the upper right corner.
 - iii. The Office Manager will give the application to the appropriate technician.
- e. If the applicant or member refused or returned the form incomplete, **[Site Name or Identified Staff]** will mark the form as refused and write the applicant's name on the form.

Voter registration and Inter-Site Transfer

Members who transfer from one Colorado Site to another will be provided the same opportunity to register to vote in the new Site of residence. When an Inter-Site Transfer case is received, HCDHS will follow the above procedure. The Office Manager will notify HCDHS Site clerk and recorder of the member's change in address within five (5) days of receiving the information from the member.

If the household is transferring an active Medical Assistance case, HCDHS cannot mandate a new application, verification, or an office visit to authorize the transfer.

If the originating eligibility site closed a Medical Assistance case for the discontinuation reason of "Whereabout Unknown," the applicant shall reapply at HCDHS.

If the medical assistance case is closed for any reason other than "Whereabouts Unknown" and the member provides appropriate information to overturn the discontinuation with the originating eligibility site, then, upon transfer, HCDHS will reopen the case and enter case comments in CBMS.

Inter-Site Transfer for Long Term Care-Nursing Facility

When a member moves from his/her home to a nursing facility in another Site or when a member moves from one nursing facility to another in a different Site:

1. HCDHS will transfer the case electronically in the eligibility system to the eligibility site in which the nursing facility is located when the individual is determined eligible; and
2. The following items shall be furnished by HCDHS to the new eligibility site in hard copy format or via electronic transmission:
 1. 5615 that was sent to the nursing facility indicating the case transfer; and
 2. Identification and citizenship documents; and
 3. Long-Term Services and Supports Level of Care Eligibility Determination

When transferring a Long Term Care Nursing Facility case, the appropriate HCDHS technician will send an AP-5615 form to the nursing facility administrator of the new nursing facility showing the date of case closure and the current patient payment at the time of transfer. Should the Medical Assistance Program reimbursement be interrupted, the receiving eligibility site will have the responsibility to process the application and back date the Medical Assistance eligibility date to cover the period of ineligibility.

CBMS Inter-Site Transfer Access

Medical Assistance Inter-Site Transfers can be initiated by transferring to (PUSH) or transferring from (PULL) one Colorado Site to another by an eligibility site. Only two users are granted Push/Pull InterSite Transfer Access per Site. If a user has update access in CBMS, a second account will need to be requested with this access as this access cannot be granted to an update account in CBMS. The Site Security Administrator must grant profiles 030 and 071 which will allow update access to the Residency and Manage Inter Site Case Transfer pages in CBMS.

Transferring a Medical Assistance case to another eligibility site (PUSH):

1. HCDHS must notify the receiving eligibility site of the member's transfer of Medical Assistance and electronically transfer the case to the new Site of residence in CBMS.
2. HCDHS] may notify the receiving eligibility site by telephone that a member has moved to the receiving Site and enter in case comments of the transfer notification.
 1. If the member wishes to apply for additional public assistance programs, they will need to submit a new application to the receiving eligibility site for those programs.
 2. The receiving eligibility site can request copies of specific case documents to be forwarded from the originating eligibility site to verify the data contained in CBMS.

Transferring a Medical Assistance case from another eligibility site (PULL):

1. Eligibility sites are required to verify the member's residency is within their Site prior to pulling a case to their eligibility site.

2. HCDHS must contact the previous eligibility site, via email or telephone, to request that the case be transferred (pushed). If there is no response, let the previous eligibility site know that the case will be transferred (pulled).
3. On the Residency page in CBMS, HCDHS will enter the Effective Begin Date as the 1st day of the following month, enter the new address, select a new Site of residence, complete the date reported, date verified and save.
4. HCDHS will repeat for all Household members that are transferring.

Site Coordinator Responsibilities

HCDHS will ensure compliance with NVRA requirements by maintaining voter choice forms for two (2) years and enter the statistics in the online survey from the Secretary of State on a monthly basis, by the 15th of each month using the Secretary of State survey link.

At the end of each day, HCDHS will collect all Voter Choice Forms and Colorado Voter Registration Forms from your agency.

1. Tally all of the Voter Choice Forms:
 - a. If marked 'Yes', count as a 'Yes'.
 - b. If marked 'No', count as a 'No'.
 - c. If refused or returned incomplete, count as a 'No', mark the form as refused, and write the applicant's name on the form.

The Office Manager will count the completed Voter Registration forms and send all completed voter registration forms to the HCDHS Site clerk and recorder within five (5) calendar days. If an election is going to be held in twenty-two (22) days or less, then all completed voter registration forms should be sent to the Site clerk and recorder by the next day.

The Office Manager will provide the completed voter registration application to the HCDHS clerk and recorder's office no later than ten (10) days after the date of acceptance; except that if a registration application is accepted within five (5) days before the last day for registration to vote in an election, the application shall be transmitted to the Site clerk and recorder for the Site no later than five (5) days after the date of acceptance.

The Office Manager will archive records concerning registration and declination to register to vote for two (2) years or twenty-four (24) months. All records are retained in the file box labelled Voter Registration in the Vault.

MONITORING

HCDHS compliance will be monitored through internal Quality Assurance case reviews and monthly Site Coordinator compliance reports.

STAFF TRAINING

New and existing HCDHS eligibility staff will be trained by The Assistance Payments Unit Supervisor, the Office Manager, or the Director on this procedure as part of the new hire process and refresher training for existing staff. In person training will be tracked through sign in sheets and signed acknowledgements of completion from staff. Web-based training will be tracked through individual transcripts in COLearn. Training records are maintained in employee files.

**Huerfano County Department of Human Resources
PARIS Research and Prior Aid Procedure**

Policy Title: PARIS Research and Prior Aid Procedure	Effective Date: 12/17/2024 Revision Date:
Policy Program Area Department of Human Services (All Units)	Authorizing Signature

REASON FOR POLICY

Federal Regulation 42 CFR 435.403(a) says a State must provide medical assistance to eligible residents, including residents who are absent from the State. Federal Regulation 42 CFR 435.403(m) prescribes that the State where the member is physically located is considered the State of residence. Federal Regulation 42 CFR §435.945(d) requires all State eligibility systems to review the Public Assistance Reporting Information System (PARIS) to check whether members may be receiving duplicate benefits in one or more states. Federal Regulation 42 CFR §433.400(d)(1)(ii) requires that States must take reasonable measures to determine residency before terminating medical assistance.

DEFINITIONS

Applicant-an individual who is seeking an eligibility determination for Medical Assistance through the submission of an application.

CBMS - Colorado Benefits Management System is the computer system that is utilized to determine an applicant or member's eligibility for public assistance in the state of Colorado.

Eligibility Site-a location outside of the the Department of Health Care Policy and Financing that has been deemed by the the Department of Health Care Policy and Financing as eligible to accept applications and determine eligibility for applicants or members.

Eligibility worker-individual who is authorized to determine an applicant or member's eligibility for public assistance in the state of Colorado.

HCPF-the Department of Health Care Policy and Financing. The single State agency designated to administer the Colorado Medical Assistance Program under Title XIX of the Social Security Act and Colorado statutes.

Medical Assistance- all medical programs administered by the Department of Health Care Policy and Financing.

Member-a person who is eligible for or receiving a Medical Assistance Program. “Member” is used interchangeably with “recipient” and “client” when the person is eligible for the program.

PARIS-Public Assistance Reporting Information System; federal matching program that checks if public assistance recipients may be receiving duplicate benefits in one or more states.

POLICY STATEMENT

A PARIS match is considered an indicator of a potential residency change but is not considered verification of a residency change. HCDHS must reach out to the individual to confirm continued residency in Colorado. When residency becomes questionable between two states that cannot determine where a member resides, the State where the member is physically located is considered the State of residence. HCDHS is not permitted to delay eligibility determination while researching a PARIS match.

PROCEDURE

PARIS

1. Assistance Payments Unit Technicians will review PARIS with every application, change report and renewal.
 - a. A member who has never received benefits will not appear on a PARIS match at application.
 - i. Members must be actively receiving assistance for the PARIS interface to match with an individual.
 - b. Project 7175 modified the PARIS interface process for all Medical Assistance categories to post to the Residency page in CBMS.
 - i. When the PARIS Interface process updates the Residency page, a VCL will be sent out to the member requesting residency verification.
 - ii. Residency can be self-attested by the member.
 - iii. If a member fails to provide verification for residency, the member will be terminated for failure to provide verification.
2. PARIS information is not considered verified upon receipt and must be manually verified before any adverse case action is taken. Verification of the information is required before any adverse action can be taken.
 - a. Pending eligibility determination is considered an adverse case action, HCDHS will not delay the eligibility determination and move forward while researching the match and allow CBMS to issue a Verification Checklist (VCL).

PRIOR AID

1. If an applicant or member indicates they have or may have had assistance in another state, HCDHS may not require proof of benefits closure as a condition of continuing the eligibility determination.
 - b. HCDHS may ask for clarification and should assist the client in resolving their prior aid status.

3. HCDHS will not manually enter, pend or close a case if prior aid information is reported by an applicant.
 - a. HCDHS will assist the member in closing their prior aid case and case comment on the prior aid.
4. When there is a PARIS match, CBMS will automatically generate a Verification Checklist (VCL) for residency.
 - a. If the applicant/member fails to respond to the residency VCL, the case will close via the automated CBMS process.

MONITORING

Monitoring will be completed through quality assurance and quality control case reviews.

STAFF TRAINING

New Assistance Payments Unit staff will be trained by the Assistance Payments Unit Supervisor. Current staff will be trained as needed in response to Case Reviews. All staff review procedures and policies annually. Records of training are kept in employee files.

**Huerfano County Department of Human Resources
Supplemental Accounting and Purchasing Controls Policy**

Policy Title: Supplemental Accounting and Purchasing Controls Policy	Effective Date: 12/17/2024 Revision Date:
Policy Program Area Accounting Operations All Units	Authorizing Signature

POLICY STATEMENT

This policy is created to detail the accounting and purchasing controls within the Huerfano County Department of Human Services. It is a supplement to Huerfano County Resolution 24-37. In areas where the policies conflict, Resolution 24-37 supercedes this policy. This policy sets spending limits, details spending procedures, and outlines internal controls for purchasing, accounts payable, and receiving cash payments.

PURCHASING

1. All requests for purchases must be filled out on the appropriate DSS-1 form.
2. The request for purchases is given to the unit manager for approval and signature.
 - a. The unit manager or designee brings the DSS-1 to the Director when required.
3. The form will then be given to the purchasing agent.
 - a. The Office Manager is HCDHS's designated purchasing agent.
4. The Office Manager will ensure the DSS-1 form is correctly filled out and that appropriate approvals are obtained. Spending thresholds are
 - a. Up to \$100 may be purchased with Unit Supervisor approval.
 - b. Purchases more than \$100 must be approved by the director unless made by Adult Services, who have a spending threshold of \$200 for client services.
5. All items are purchased through approved vendors and following the county procurement policy. The Office Manager is responsible for conducting a thorough search to find the best quality for the best price.
6. All receipts for purchases will be attached to the DSS-1 and remitted to the accounting department.
7. The accounting department will follow procedures ensuring the director reviews payments and signs off on coding.
8. All large purchases will follow the Huerfano County Procurement Procedures.

Internal Control for Accounts Payable

1. All purchases, contracts, leases, and other operating costs are approved by a unit supervisor and the Director or Designee prior to authorization of the expenditure. For purchasing, the approval process is detailed above.
2. Invoices from outside sources are received through the front desk. Upon receipt
 - a. Invoices are logged in the Mail Log
 - b. Invoices are routed to the Accounting department for processing.
3. Unless specific instructions are provided, the accountant determines which program area is responsible for the expense and codes the bills accordingly based on the HCDHS chart of accounts.
4. Once invoices are verified and the correct accounting codes are determined, the accountant labels each invoice with the accounting code and signs that it has been verified.
5. The accountant then submits the invoices for approval by the Director or Designee who signs each invoice as being reviewed and appropriately coded.
6. Invoices are required for all payments within the accounting system.
 - a. Invoices are entered into the Accounts Payable module of the accounting software.
 - b. Once entered, a payroll proof is printed and balanced against the invoices and fund requests.
 - c. Following proofing, invoices are posted to the Accounts Payable Module in the accounting software.
 - d. Invoices are then selected for payment and balanced against the proof in the previous step.
 - e. A final payroll proof is printed and submitted to the Board of Human Services for their information and approval.
 - f. The accounting software then prints checks for the selected invoices which are signed automatically.
7. Once checks are printed, they are given to the office manager who posts them on the same day if received before 3:30 pm. If not received before 3:30 pm, they will be posted by 10 am the following business day.
8. Once the checks have been printed and routed for posting, the accounting department activates the posting feature of the accounting software, posting the disbursements into the Cash Disbursements Journal and the individual vendor ledgers. At the month end, the accounting department activates the automatic posting feature of the accounting software's general ledger module to post the Cash Disbursement Journal to the General Ledger.
9. The dollar amount of disbursements is tracked by the accounting department staff. Twice per month, the accounting department requests the Huerfano County Treasurer's Office to transfer cash to the Human Services bank account to cover the amount of disbursements.

10. After the last payroll of the month is processed, the accounting department prints the Invoice Register, a report that lists all the invoices paid for the month. A copy of the Invoice Register is given to the Director for review. The accounting department uses this report to balance against the funds transfer requests and to data enter expenditures in the the State's CFMS accounting software.
11. At the same time, the accounting department prints the monthly check register, which is kept on file and used to balance the Human Services checking account.
12. At month end, the accounting department closes the period in the accounting software Accounts Payable Module. End of period processing requires that all checks have been posted to the General Ledger and that the

Internal Controls for Accounts Receivable

1. Checks, cash, and money orders are the only forms of payment accepted by HCDHS. Checks may be denied if client has history of returned checks.
2. All payments are received by the Office Manager and logged in the mail log.
3. For all non-child support payments are then delivered to the accountant who logs the receipt of the payment in the correct account. Child support payments are routed to the child support technician who logs them in the system and then are routed to the accounting department.
4. The accounting department prepares the deposit.
5. The office manager delivers the deposit to the bank once per month.

CONTRACTS AND PROCUREMENT SUPPLEMENTAL PROCEDURE

Subrecipient vs. Contractor Determination

1. HCDHS uses the AGA's subrecipient vs. contractor checklist to determine if the organization is a subrecipient or contractor.
2. The HCDHS Director will use the instrument to determine the relationship.
3. The determination sheet will then be kept with the procurement file for the organization.

RECIPIENT CHECKLIST FOR DETERMINING IF THE ENTITY RECEIVING FUNDS HAS A CONTRACTOR OR SUBRECIPIENT RELATIONSHIP

This document is intended to help a recipient of federal funds make a judgment as to whether each agreement it makes, for the disbursement of federal program funds, casts the entity receiving the funds in the role of a subrecipient or a contractor. Based on 2 CFR Chapter I, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), issued by the U.S. Office of Management and Budget (OMB) on December 26, 2013, and effective for non-federal entities on December 26, 2014, the following information is intended for use by all non-federal entities.

Important Terms:

Recipient: A non-federal entity that receives a federal award directly from a federal awarding agency to carry out an activity under a federal program. The term recipient does not include subrecipients. (See 2 CFR 200.86 of the Uniform Guidance.)

Subrecipient: A non-federal entity that receives a subaward for the purpose of carrying out part of a federal award. The subaward creates a federal assistance relationship with the subrecipient. (See 2 CFR 200.93 & .330 (a) of the Uniform Guidance.)

Contractor: A non-federal entity that receives a contract for the purpose of providing goods and services for the awarding non-federal entity's own use. The contract creates a procurement relationship with the contractor. The Uniform Guidance replaced the term "Vendor" with "Contractor." (See 2 CFR 200.22 & .330 (b) of the Uniform Guidance.)

Instructions: The "Characteristics" column in this checklist is based on language in the Uniform Guidance. The column lists characteristics that support the classification of a non-federal entity as a subrecipient or contractor. Since all of the characteristics listed may not be present in all cases, the Uniform Guidance recognizes that the recipient "...must use judgment in classifying each agreement as a subaward or a procurement contract." (2 CFR 200.330 (c).) In the "Explanations" column, AGA provides additional information to assist in answering the questions under "Characteristics." Answer each question by checking "yes" or "no" where indicated. Based on responses to the questions, a key provided at the end of each section will help in making a judgment as to whether a subrecipient or contractor relationship exists. White space is provided in between the "Characteristics" column and the "Explanation" column so that users can tailor this checklist to accommodate the unique aspects of various programs or jurisdictions.

Note: One check in a subrecipient box does not necessarily mean the entity is a subrecipient. A judgment should be based on the totality of responses.

Office _____

Entity receiving funds _____

Funding Source(s) _____

Notes:



Decision Making Authority

200.330 a. 1 Determines who is eligible to receive what Federal assistance;

a. Does the entity determine who is eligible to participate in the federal program?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

200.330 a.3 Has responsibility for programmatic decision making;

a. Does the entity have the ability to make decisions about how services will be delivered to participants, in accordance with federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.4 Provides goods or services that are ancillary to the operation of the Federal program;

b. Does the entity provide goods or services for the recipient's own use?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Does the entity provide services designated by the recipient to serve the recipient's participants without regard to specific federal programmatic requirements?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to **EITHER** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity determines whether a participant meets a federal program's eligibility requirements for assistance, it is most likely a subrecipient.

A contractor may provide services to clients in a program after eligibility has been determined by the recipient.

If the entity has authority to make decisions regarding the delivery of service, operations, or types of assistance provided within the terms of the agreement, it is typically a subrecipient.

If the entity provides goods or services directly to the recipient or to program participants at the direction of the recipient and does not make programmatic decisions or adhere to program requirements, it is typically a contractor.

Nature of Award

EXPLANATIONS

200.330 a. 2 Has its performance measured in relation to whether objectives of a federal program were met;

a. Are the scope of work (or portion, if applicable) and terms and conditions of the agreement the same for the entity as they are for the recipient that received the federal funds?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Is the entity carrying out completion of the goal of the grant (or part, if applicable) as stated in the federal award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. Does the recipient develop the scope of work and terms and conditions of the agreement to meet the recipient's needs?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **EITHER** item **a**, this is an indicator of a subrecipient relationship.
If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity is providing a service for the recipient to meet the goal of the grant, it is a contractor; if the entity is providing a service that carries out a goal within the scope of the grant, it is a subrecipient. When a grant program contains multiple goals, it is possible for the recipient to complete part of the goals and for the entity to perform another part.

If the scope of the agreement is per the federal program terms/guidance, the entity is a subrecipient. A subrecipient may also provide programmatic or progress reports to ensure compliance with federal program requirements.

Conversely, if the scope of the agreement is per the recipient's terms and not federal program guidance, and if the recipient's oversight is governed only by the contract terms and conditions, it is a contractor.

200.330 a.4 Is responsible for adherence to applicable Federal program requirements specified in the Federal award;

a. Funding to the entity depends on the entity's ability to best meet the objectives of the award. Although performance is measured against federal award objectives, the entity assumes little risk if the objectives are not met.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.5 Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

b. The entity assumes financial risk if they fail to deliver the goods or services agreed upon.

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the funding is given to *Item 3j.* entity with a purpose of completing the goal of the grant, the recipient will be required to ensure the entity adheres to federal grant program guidance. The recipient will also be required to monitor the activities of the entity per Uniform Guidance section 200.331. The entity assumes little risk should federal grant guidance not be met. The risk falls with the recipient.

If the recipient directs specific activities to be completed by the entity, by providing goods or services, the risk falls on the entity to deliver, per the agreement terms. In this case, the entity would not be required to adhere to the federal grant program requirements, just the terms and conditions in the agreement with the recipient.

Criteria for Selection

EXPLANATIONS

200.330 a.5 In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

a. Does the entity demonstrate a financial or public need for funding to carry out a project or provide a service?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be contributing match or other non-Federal funding in support of the award?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

a. Will the entity be reimbursed for only actual costs incurred?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

OR

200.330 b.3 Normally operates in a competitive environment;

b. Were procurement policies applied in the selection of the entity?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Was the entity's proposed price a factor in the selection process?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

b. Will the entity derive a profit from the agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "yes" to **ANY** item **a**, this is an indicator of a subrecipient relationship. If you selected "yes" to **ANY** item **b**, this is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If the entity was chosen because it has the best widgets or service for the price, it has a contractor relationship with the recipient. Typically, a procurement method is followed, such as a competitive bid or RFP process. In this type of agreement, the entity usually makes a profit by delivering this good or service to the recipient. Payments to contractors are typically made based on contract terms.

Conversely, if the entity was chosen because it was already providing a service within the guidelines of the grant program and wants to partner with the recipient to expand the delivery or assist in meeting the goal of the grant, it may be a subrecipient. Typically, the entity may not make a profit and may provide its own non-federal funding as match or cost sharing. The entity may have been chosen through an application process or an announcement of funding, as opposed to the procurement process described above. Payment to a subrecipient is generally based on actual expenses unless awarded on a fixed amount subaward (2 CFR 200.332). It is typical of subrecipients to submit budgets, financial reports, or copies of invoices to the recipient, to document activity.



Entity's Business Environment

EXPLANATIONS

200.330 b.1 Provides the goods and services within normal business operations;

b. Is the entity's normal business to provide the goods or services being purchased in the agreement?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

200.330 b.2 Provides similar goods or services to many different purchasers;

b. Does the entity provide the same goods or services to other organizations?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If you selected "no" to **EITHER** item, it is an indicator of a subrecipient relationship.
If you selected "yes" to **BOTH** items, it is an indicator of a contractor relationship.

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

If a federal program provides funding to modify public buildings for handicapped accessibility and the recipient provides funds to an entity to update the entity's building, per the terms of the award, then a subrecipient relationship exists.

Conversely, if the recipient hires an entity to update their own building to be handicapped accessible, then a contractor relationship exists.

Determination

EXPLANATIONS

Final Determination

Subrecipient	Contractor
<input type="checkbox"/>	<input type="checkbox"/>

Review all the entries and make an overall determination of the relationship. **Check the appropriate box in this section.**

Determined by _____ (enter name of person initially making decision) _____ (date)

Approved by _____ (enter name of person reviewing) _____ (date)

*Based on the relationship determined above, see additional guidance on requirements governing agreements.
Section 200.331 - "Requirements for pass-through entities," for subrecipient agreements,
Section 200.317 through 200.326 - "Procurement Standards," for contractor agreements.*

Colorado Child Care Assistance Program (CCCAP) Overview

- Helps low-income families with financial assistance for childcare; for children ages 0-13
- Eligible families are working, homeless, involved in TANF, involved in child welfare, searching for work, attending secondary education
- Counties are required to enroll families on TANF and child welfare even when on a waitlist or freeze
- Families are eligible from 185%, 225% or 245% Federal Poverty Level (determined from HB18-1335) and become ineligible once they reach 85% state median income
- This program is not an entitlement; however, once a family is enrolled they cannot be removed from the program until they are no longer eligible
- Serve 28,730 children statewide/year

CCCAP Issue:

- There has always been insufficient funding for this program - estimates are that Colorado only serves 9-11% of eligible families
- There has been a significant infusion of pandemic related one time funding from 2020-2024; these funds were completely exhausted as of September 2024
- Significant program changes are being required:
 - CDEC has audit findings they have to come into compliance with for existing program requirements
 - HB24-1223 is requiring some program changes
 - Federal changes will be coming with implementation requirements between 2024-2026
 - [Draft CDEC Implementation Memo and Cost Estimates](#)

CCCAP Proposed Budget:

- The Governor's proposed budget includes a request for CCCAP for \$11,537,439
 - This increase is a refinancing of federal funding and increasing the county match requirements; no additional state funds requested
- With the loss of pandemic related funding, there will be a net loss to the program (\$1.6M)

Table 4. Total CCCAP Funds Requested with County Proportional Allocation

Fiscal Year	FY 2025-26	FY 2026-27	FY 2027-28 Ongoing
CCCAP Direct Services Required for Waiver	\$10,080,829	\$10,080,829	\$10,080,829
Infant/Toddler Payment Based on Enrollment	\$6,926,872	\$6,926,872	\$6,926,872
Parent Copays	\$3,153,957	\$3,153,957	\$3,153,957
<i>County Proportional Allocation (Cash Funds)</i>	<i>\$1,098,810</i>	<i>\$1,098,810</i>	<i>\$1,098,810</i>
<i>CDEC Share (Federal Funds)</i>	<i>\$8,982,019</i>	<i>\$8,982,019</i>	<i>\$8,982,019</i>
Additional CCCAP Request Items	\$1,456,610	\$1,456,610	\$2,763,220
Direct Services Increase	\$150,000	\$150,000	\$150,000
Base County Proportional Allocation Proposed Increase	\$1,306,610	\$1,306,610	\$2,613,220
Total CCCAP Request	\$11,537,439	\$11,537,439	\$12,844,049
<i>Total CDEC Share (Federal Funds)</i>	<i>\$9,132,019</i>	<i>\$9,132,019</i>	<i>\$9,132,019</i>
<i>Total County Proportional Allocation (Cash Funds)</i>	<i>\$2,405,420</i>	<i>\$2,405,420</i>	<i>\$3,712,030</i>

Adult Services Unit

STAFF

- The Unit is fully staffed.

CASELOAD

Adult Protection:

- 1 Cases received in November, the case was transferred to the appropriate home county.
- Guardianship: Hallie (3), Joanna (2)

Single Entry Point/Long Term Care Medicaid

- 151 clients, 7 intakes, 1 nursing home referrals, 2 denied
 - Hallie (74)
 - Joanna (77)

Commodities

- 105 Clients served in December distribution

ACTIVITIES

- On Call Policy: Request to match CW.
- State of Colorado HCPF recommends caseloads of 65.
 - Joanna and Hallie processed 37 referrals in four months.
- No outstanding PARs or untimely assessments despite continued systems issues.

STAFF

- The Unit is Fully Staffed

CASELOAD

New Applications

- Adult Financial (cash assistance): 15
- Colorado Works: 7
- Medicaid: 49
- SNAP: 29
- Expedited SNAP: 13

Redeterminations

- Adult Financial: 3
- Colorado Works: 10
- Medicaid: 37
- Behavioral Health: 0
- Snap: 73

Long-Term Care Nursing Facility cases

- 25 active cases

ACTIVITIES

- We reached 97% card in hand timeliness for November.
- Heather Pacheco completed her LTC training and passed the testing, receiving her certification to process LTC cases. She will begin shadowing our current LTC technician for more in depth, real world training.
- ME Review: We had 22 cures. We are nearly complete with all of them and expect all cures to be accepted.

STAFF

- New Case Aide to start December 30.

CASELOAD

- 15 open cases
- We have a total of 18 children
 - Foster care: 7 children
 - Kinship care: 9 children
 - Home with parents: 2 children
 - Youth in Office: 0
 - Medically fragile in hospital: 0
- Ashley Wilkins, Leadworker
 - 6 cases; 2 open assessments, 6 assessments pending closure
- April Romero, Caseworker I
 - 4 cases; 3 open assessments, 5 assessments pending closure
- Krista Cordova, Caseworker I
 - 5 Cases; 2 open assessments, 5 assessments pending closure
 - 2 County Foster Homes, 9 Kinship Homes

ACTIVITY UPDATES

- Referrals to FRC: 3
- We have 9 kinship homes which are being processed to begin receiving the new kinship provider payments.
- The unit is receiving on average 5-6 referrals per week and the weekend on-call has been busier.
- Having a contract family time supervisor has helped.
- We have had 100% permanency 5 months this year.

Family Resource Center

STAFF

- FRC is fully staffed.

CASELOAD

Referrals

- 7 - agency

Ongoing Case Management/Parent Support

- Huerfano: 8
- Las Animas: 4

Basic Needs/Services

- Huerfano: 1

Playgroup Participants

- 12 families

ACTIVITIES

Trainings and Meetings Held and/or Attended by FRC Director/Staff

- o PSSF Site Meeting – Financial Health Institute & University of Denver Fatherhood Survey Program
- o 2024 FRCA Fall Member Meeting
- o Chicanos Por La Causa Early Childhood Development Health and Mental Health Services Advisory Committee Meeting
- o TAP Family Support Team Meetings
- o CMP Southeastern Affinity Group Meeting
- o HULA Meeting
- o Empathy in Action Book Study
- o Weekly Staff and Supervisor Case Planning Check-Ins
- o CFN Peer Learning Session: Emotional Intelligence and Lived Experiences

- FRCA Fall Member Meeting and Annual Meeting 2024

Andrea Montoya attended the Family Resource Center Association Fall 2024 Member Meeting and FRCA Annual Meeting in Denver in the RiNo Art Park neighborhood in November. Despite the snowstorm, the meeting was well attended by Family Resource Centers across the state. Topics covered were: TBRI trainings and services, FRCA current funding, state and federal legislative updates and FRC advocacy, FRCA Annual Meeting, research and evaluation results for FRCA, Vroom updates, and the Benefit Recovery Fund. Attendees experienced meals provided by Comal Heritage Food Incubator, a culinary and business program that supports immigrant and refugee women, established by an FRCA member center, Focus Points.

- Financial Health Institute

One of the Promoting Safe and Stable Families Intensive Case Management services offered at the Family Resource Center is Financial Health. Financial Health is a program in which FRC staff has been trained by the Financial Health Institute to provide the program to Huerfano and Las Animas Counties communities! The FHI program aims to create and deliver effective, trauma-informed financial education for people experiencing economic stress. FRC staff is trained to work collaboratively with their participants about personal finance and economics. The approach is informed by the latest research in learning strategies, behavioral economics, psychology, and neuroscience, resulting in the award-winning educational program.

Organizational Report

STAFF

- Case-Aide begins December 30.
- We had a rash of illness in the office in late November and early December.
- Dr. Wellman will be out beginning December 20 and returning January 6.
 - Each department head is handling their department.
 - Hallie Coulter is the emergency department head.
 - All supervisors have been briefed on the plan.

OPERATIONAL MANAGEMENT

- ME Review is going well. Challenging but we believe all cures will be accepted.
- Dr. Wellman Attended CCI and learned more about upcoming budget issues.
- Our only 0-3 childcare provider has closed in the county.
- We will be entering a CCCAP freeze beginning on January 15.
- Starting new work flows in Child Welfare in January.
 - We would like to purchase tablets.
- 2025 goals are being developed will center on cleaning up our contracts and contracting process, developing and revising policies to align to current rule and requirements, professional development for all units, building in strong budget and finance processes, and improving office environment and communication.
- Come to our holiday celebration on Dec. 19 from 12-2 at the FRC. Bring a white elephant gift.
- LEAP advertising has started and materials are out. LEAP is open for applications. We are in the process of purchasing other advertising and support materials.
- We are beginning to refine some processes between Adult Services and Assistance Payments and are continuing to create a data driven, front of house process.
- Hunger Relief:

Care and Share

The Huerfano County DHS office runs a Care and Share distribution program one time per month. The program is run by Deah Weller with support from the HC Road and Bridge Department and with volunteers comprised of DHS family members.

November 2024

Total Households: 418 (added nearly 60 families)

Total Adults: 649 (added nearly 100 adults)

Total Children: 163 (added 110 new children)

Commodities

We distribute around 105 boxes per month.