

DIRECTOR
Steven A. Clifton
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FREMONT COUNTY
Department of Human Services
172 Justice Center Road
Canon City, Colorado 81212

COUNTY BOARD
Tim Payne Dist. 1
Debbie Bell Dist. 2
Edward H. Norden Dist. 3

November 26, 2013

ELEVENTH MEETING

The Fremont County Board of Social Services (BOSS) met in Regular Session on Tuesday, November 26, 2013, in Conference Room 208 at the Fremont County Administration Building, 615 Macon, Canon City, Colorado. Chairman Norden called the meeting to order at 2:30 p.m. Those present included:

Edward H. Norden	Chairman / Treasurer	Present
Debbie Bell	Chairman Pro Tem	Present
Tim Payne	Board Member	Present

Also present: Brenda Jackson, Fremont County Attorney, George Sugars, Fremont County County Manager, Sunny Bryant, Fremont County Budget & Finance Officer, Steve Clifton, Director Department of Human Services (DHS), and Linda Smith, DHS.

MINUTES: Board Member Payne moved, duly seconded by Board Member Bell to accept the minutes of the October 29, 2013 meeting as presented. Upon vote: Board Member Payne, aye; Board Member Bell, aye; Board Member Norden, aye. The motion carried.

AGENDA: Board Member Bell moved, duly seconded by Board Member Payne, to approve the agenda for the November 26, 2013 meeting with no additions or deletions. Upon vote: Board Member Bell, aye; Board Member Payne, aye; Board Member Norden, aye. The motion carried.

CONSENT AGENDA: Board Member Bell moved, duly seconded by Board Member Payne, to approve the Consent Agenda:

1. Warrant Log and Electronic Benefit Transaction Listings
2. Canceled Warrants, Current and Prior Period
3. Administrative Expense
4. Administrative Travel
5. Medical Examinations
6. Account Receivable Write-offs

Upon vote: Board Member Bell, aye; Board Member Payne, aye; Board Member Norden, aye. The motion carried.

FINANCIAL/CASELOAD REPORT: Following review of the financial reports, Board Member Payne moved, duly seconded by Board Member Bell, to accept the October 2013 financial and caseload reports. Upon vote: Board Member Payne, aye; Board Member Bell, aye; Board Member Norden, aye. The motion carried.

DIRECTOR'S REPORT: Steve Clifton provided a written report for the Board detailing his monthly activities, as well as responded to questions. Items discussed included:

1. Telephone maintenance contract termination; Brenda Jackson will write a letter
2. National Adoption Day Celebration
3. Meeting with Chief of Police Schultz regarding CIRT, training, and Bike Program

Following discussion, Board Member Bell moved, duly seconded by Board Member Payne, to accept the November director's report. Upon vote: Board Member Bell, aye; Board Member Payne, aye; Board Member Norden, aye. The motion carried.

SALIDA SINGLE ENTRY POINT / OPTIONS FOR LONG-TERM CARE 2014 LEASE AGREEMENT: After review and discussion, Board Member Payne moved, duly seconded by Board Member Bell, to approve the lease agreement and authorize signature by the chairman. Upon vote: Board Member Payne, aye; Board Member Bell, aye; Board Member Norden, aye. The motion carried.

DIRECTOR'S CONTRACT: Following discussion current contract and contract extension, Board Member Bell moved, duly seconded by Board Member Payne, to approve the 2014 Employment Agreement extending director's contract through December 2014 . Upon vote: Board Member Bell, aye; Board Member Payne, aye; Board Member Norden, aye. The motion carried.

The meeting adjourned at 2:57 p.m.



Chairman, Fremont County Board of Social Services

12/31/2013

Date



Secretary

12/31/2013

Date

DIRECTOR
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Department of Human Services
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NET EXPENSES AND AUTHORIZATIONS

November

Administration	75,882.40	
Old Age Pension	55,039.55	
Temporary Aid to Needy Families	140,907.34	
Aid to the Needy Disabled	24,898.70	
Child Care	30,345.52	
LEAP Basic	241,681.54	
LEAP CIP	0.00	
Foster Care Placements	183,059.80	
Food Assistance	678,494.00	
Medicaid Transportation	4,500.68	
General Assistance	0.00	
Core Services/Family Preservation	22,551.65	
State Sponsored Travel	0.00	
Employment First - Warrants	260.00	
Employment First - EBT	2,580.00	
Medical Exams	180.00	
Promoting Safe & Stable Families	0.00	
WRAP Grant	0.00	
Workfare Incentives	0.00	
Alive/E Program	148.28	
Total Expenses		\$ 1,460,529.46

sent to Finance Office 12/10/2013

FREMONT COUNTY DEPARTMENT OF HUMAN SERVICES

STATEMENT OF UNRESTRICTED CASH

November 2013

TOTAL CASH:

HUMAN SERVICES FUND	1,875,722.57	
PETTY CASH, Admin & Alive/E	150.00	
TRUST ACCOUNTS	<u>15,214.55</u>	
	\$	1,891,087.12

RESTRICTIONS:

DUE TO STATE	659,643.29	
TRUST ACCOUNTS	15,214.55	
ACCOUNTS PAYABLE	5,791.64	
COMPENSATED ABSENCES	23,985.39	
IV-E SPECIAL REVENUES	6,119.15	
PARENTAL FEES	455,376.02	
HB-1451 - COLLABORATIVE MANAGEMENT	417,887.04	
DEF. COUNTY, RETURN OF WORKFARE	145,644.30	
ALIVE/E STIPEND	0.00	
Fund Balance, Designated for Budget	85,035.00	
Fund Balance, Designated Resolution	-	
	\$	<u>1,814,696.38</u>

UNRESTRICTED CASH:	\$	76,390.74
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RECEIVABLES:

DUE FROM STATE	163,163.94	
DUE FROM OTHERS	11,904.94	
ACCOUNTS RECEIVABLE	21,077.63	
	\$	<u>196,146.51</u>

UNRESTRICTED CASH AND RECEIVABLES:	\$	<u><u>272,537.25</u></u>
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FREMONT COUNTY DEPARTMENT OF HUMAN SERVICES

DIFFERENCE IN YEAR TO DATE EXPENSE AND EARNED REVENUE

DATE: November 2013 91.67%

	YEAR TO DATE EXPENSE	EARNED REVENUE	COUNTY SHARE	COUNTY BUDGET	PERCENT SPENT
Administration	1,161,120.63	943,056.88	218,063.75	148,681.00	146.7%
TANF Block	562,293.17	295,951.09	266,342.08	426,535.00	62.4%
Child Care Allocation	125,759.32	59,337.14	66,422.18	71,021.00	93.5%
Child Welfare Allocation	1,990,973.02	1,451,202.43	539,770.59	682,837.00	79.0%
Chafee Admin (formerly Alive/E)	64,278.43	64,278.43	0.00	0.00	0.0%
Child Support Enforcement Administration	430,095.55	354,067.80	76,027.75	116,987.00	65.0%
Core Services Administration	488,969.87	437,794.73	51,175.14	58,000.00	88.2%
Employment First Administration	97,533.92	97,533.90	0.02	0.00	0.0%
Fatherhood Grant	0.00	0.00	0.00	0.00	0.0%
Fraud Administration	32,180.65	25,744.50	6,436.15	4,333.00	148.5%
HB-1451 Collaborative Management	113,039.72	113,039.72	0.00	0.00	0.0%
LEAP Administration	29,417.91	29,345.23	72.68	0.00	0.0%
LEAP Outreach	2,740.21	2,812.89	(72.68)	0.00	0.0%
Options for Long Term Care Administration	594,006.82	594,006.82	0.00	0.00	0.0%
Parental Fees Administration	71,799.46	71,799.46	0.00	0.00	0.0%
Promoting Safe and Stable Families	38,961.53	38,961.53	0.00	0.00	0.0%
Miscellaneous Programs & Expense	50,110.38	61,606.72	(11,496.34)	(23,267.00)	49.4%
Chafee Program (formerly Alive/E)	8,049.42	8,049.42	0.00	0.00	0.0%
AND Program	43,856.51	0.00	43,856.51	42,600.00	102.9%
Core Services Program	12,787.74	12,787.74	0.00	0.00	0.0%
Employment First Program	18,349.80	15,461.00	2,888.80	4,785.00	60.4%
General Assistance	0.00	0.00	0.00	0.00	0.0%
Leap Program	0.00	0.00	0.00	0.00	0.0%
Medicaid Transportation	56,606.80	56,606.81	(0.01)	0.00	0.0%
OAP Program	28.00	28.00	28.00	0.00	0.0%
5% OAP Home Care	1,932.05	0.00	1,932.05	2,500.00	77.3%
State Sponsored Meetings	0.00	0.00	0.00	0.00	0.0%
TOTAL EXPENSE:	\$5,994,890.91	\$4,733,444.24	\$1,261,446.67	\$1,535,012.00	82.18%
Less Other Financing Sources			67,770.58		
EXPENSE Less Other Financing Sources			\$1,193,676.09		77.76%

COUNTY SHARE 2013

	COUNTY SHARE	COUNTY BUDGET	PERCENT RECEIVED
Current Property Tax	1,174,033.66	1,179,539.00	99.5%
Other Local Tax	140,758.44	147,073.00	95.7%
Countywide Cost Allocation	48,150.60	55,042.00	87.5%
Other Rev., Holcim Rebate	0.00	0.00	0.0%
Other Rev., Misc-includes TANF Wk Participation	0.00	68,323.00	0.0%
Prior Year Revenue	0.00	0.00	0.0%
County Contingency	79,667.47	0.00	0.0%
Other Financing Sources	67,770.58	80,000.00	84.7%
TOTAL COUNTY REVENUES:	\$1,510,380.75	\$1,529,977.00 *	98.7%

1,179,539.00	7,877,869.00	total budget
80,000.00	(6,262,857.00)	state rev
270,438.00	1,615,012.00	Total needed
0.00	(80,000.00)	other fin. Ret ct
City share	1,529,977.00 *	Total city & func
fund bal. used	85,035.00	
Total needed	1,615,012.00	

	BUDGET	NET MONTHLY EXPENSE	YEAR TO DATE EXPENSE	% OF BUDGET SPENT	EARNED REVENUE	YEAR TO DATE EARNED REVENUE	COUNTY SHARE OF EXPENSE	COUNTY BUDGET	% OF COUNTY BUDGET SPENT	LAST MONTH CASELOAD	THIS MONTH CASELOAD	CHANGE FROM PRIOR MO	AVERAGE MONTHLY CASELOAD
Regular Administration	1,246,896.00	90,612.84	1,115,778.51	89.48%	67,228.66	906,783.27	208,995.24	148,681.00	140.57%	144	136	0	141
Program Administrations	5,183,512.00	366,089.59	3,981,052.20	76.80%	318,127.97	3,672,149.41	308,902.79	356,752.00	86.59%	144	136	-8	141
Total Administration	6,430,408.00	456,702.43	5,096,830.71	79.26%	385,356.63	4,579,073.70	517,898.03	505,433.00	102.47%	144	136	-8	141
PROGRAMS:													
Aid to the Blind	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0	0	0	0
Aid to the Needy Disabled	42,600.00	4,977.54	43,856.52	102.95%	0.00	0.00	43,856.52	42,600.00	102.95%	144	136	-8	141
Charter (ALLVEE) Program	13,000.00	148.28	8,049.42	61.92%	148.28	8,049.42	0.00	0.00	0.00%	80	76	-4	94
Child Care	54,530.00	5,213.60	51,587.90	94.60%	0.00	0.00	51,587.90	54,530.00	94.60%	80	76	-4	94
Child Welfare Foster Care Program	583,711.00	36,706.21	437,721.98	74.99%	0.00	0.00	437,721.98	583,711.00	74.99%	169	171	2	174
Core Services	17,000.00	1,225.40	12,787.74	75.22%	1,225.40	12,787.74	0.00	0.00	0.00%	257	245	-12	234
Employment First Program	36,315.00	776.00	18,349.80	50.53%	208.00	15,461.00	2,888.80	4,785.00	60.37%	257	245	-12	234
General Assistance	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0	0	0	0
Low Income Energy Assistance Program	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0	0	0	0
Medicaid Transportation	62,000.00	4,500.68	56,606.81	91.30%	4,500.68	56,606.81	0.00	0.00	0.00%	54	60	6	61
Old Age Pension	2,500.00	155.65	1,932.05	77.28%	0.00	0.00	1,932.05	2,500.00	77.28%	273	271	-2	283
State Sponsored Meetings	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%	0	0	0	0
Temporary Assistance to Needy Families	364,720.00	15,768.58	150,233.27	41.19%	0.00	0.00	150,233.27	364,720.00	41.19%	335	327	-8	293
Misc. Programs & Expense	186,300.00	6,886.34	50,110.38	26.90%	7,941.59	61,606.73	(11,496.35)	(23,267.00)	49.41%	335	327	-8	293
Contingency	0.00	0.00	0.00	0.00%	0.00	79,667.47	(79,667.47)	0.00	0.00%	0	0	0	0
TOTAL:	7,793,084.00	533,060.71	5,928,066.58	76.07%	399,380.58	4813252.87	1,114,954.73	1,535,012.00	72.63%	2676	2641	-35	2619
FOOD STAMPS	0.00	678,494.00	8,117,370.00	8.11%	8,117,370.00	8,117,370.00	0.00	0.00	0.00%	2676	2641	-35	2619
TOTAL:	7,793,084.00	1,211,554.71	14,045,436.58	107.78%	1,077,874.58	12,930,622.87	1,114,954.73	1,535,012.00	102.02%	1	1	0	1
COUNTY SHARE RECEIVED													
	RECEIVED IN MONTH	RECEIVED YTD	COUNTY BUDGET	PERCENT RECEIVED	Total State Diversion Payments for Month								
Current Property Tax	11,938.31	1,174,033.66	1,179,539.00	99.53%	Total County Diversion Payments for Month								
Other Local Tax	15,691.14	151,818.18	147,073.00	103.23%	1st payment								
Countywide Cost Allocation	0.00	15,226.80	55,042.00	27.66%	2nd payment								
Other Civ. Rev., Holcim Rebate	0.00	0.00	0.00	0.00%	3rd payment								
Other Rev., Misc.-incl TANF Work Partic.	0.00	0.00	68,323.00	0.00%	4th payment								
Prior Year Revenue	0.00	0.00	0.00	0.00%	Non-assistance								
County Contingency	0.00	79,667.47	0.00	0.00%									
Other Fin., Rtn of Only Share (TANF)	0.00	58,525.59	0.00	0.00%									
TOTAL COUNTY REVENUES RECEIVED	27,629.45	1,479,271.70	1,449,977.00	102.02%									
	sum of tax, cost alloc & other rev		1,449,977.00										
	fund balance		85,035.00										
			1,535,012.00										

REGULAR ADMINISTRATION

PERSONAL SERVICES:

	BUDGET	NET MONTHLY EXPENSE	YEAR TO DATE EXPENSE	% OF BUDGET SPENT	EARNED REVENUE	YEAR TO DATE EARNED REVENUE	COUNTY SHARE OF EXPENSE	COUNTY BUDGET	% OF COUNTY BUDGET SPENT	LAST MONTH CASELOAD	THIS MONTH CASELOAD	CHANGE FROM PRIOR MO	AVERAGE MONTHLY CASELOAD
Salaries	1,332,856.00	86,116.09	1,074,805.49	80.64%									
Social Security	101,964.00	6,206.99	77,968.34	76.47%									
Retirement	39,986.00	2,378.18	29,412.49	73.56%									
Health & Life Insurance	231,608.00	17,956.59	199,877.48	86.30%									
Unemployment	3,998.00	258.36	3,224.46	80.65%									
Worker's Comp.	8,570.00	258.36	4,108.18	47.94%									
ADP Contract	0.00	0.00	0.00	0.00%									
Attorney	20,000.00	531.30	14,290.86	71.45%									
Psychological Exams	0.00	0.00	0.00	0.00%									
Travel, Meals, Registration	7,000.00	242.78	3,989.96	57.00%									

Indirect Cost Removal (764,899.00) (46,520.98) (513,152.25) 67.09%

TOTAL PERSONAL SERVICES 981,083.00 67,427.67 894,525.01 91.18% 54,311.75 785,762.38 108,762.63 23,251.00 467.78%

OPERATING:

Advertising	750.00	0.00	387.82	51.71%									
Books/Subscriptions	2,000.00	425.00	972.95	48.65%									
Cost Allocation	7,300.00	0.00	7,240.00	99.18%									
Dues/Memberships	0.00	0.00	500.00	0.00%									
EBT Costs	17,328.00	1,375.00	15,125.00	87.29%									
Destruction of Records	0.00	0.00	1,582.33	0.00%									
Equip. Maintenance	22,930.00	890.59	6,079.18	26.51%									
Equip. Rental	6,780.00	612.36	7,798.50	115.02%									
Office Supplies/Expense	19,000.00	3,175.17	14,137.62	74.41%									
Photography	0.00	0.00	0.00	0.00%									
Postage	7,200.00	427.03	6,369.78	88.47%									
Printing & Forms	500.00	0.00	0.00	0.00%									
Telephone	14,000.00	1,151.51	15,165.72	108.33%									
Expert Witness & Fingerprinting	0.00	0.00	224.00	0.00%									
Miscellaneous	0.00	0.00	158.50	0.00%									
Capital Outlay, Equipment	0.00	0.00	0.00	0.00%									

Sub-Total Operating: 97,788.00 7,856.66 75,741.40 77.45% 4,978.22 48,257.76 27,483.64 48,413.00 56.77%

BUILDING:

Building Rent	65,475.00	5,405.15	59,892.93	91.47%									
Building Repair	0.00	0.00	0.00	0.00%									
Custodial Services	36,000.00	2,945.00	29,205.16	81.13%									
Maintenance, Building	3,200.00	852.44	5,165.75	161.43%									
Maintenance, Grounds	150.00	0.00	67.57	45.05%									
Utilities	63,200.00	6,125.92	51,180.69	80.98%									

Sub-Total Building: 168,025.00 15,328.51 145,512.10 86.60% 7,938.69 72,763.13 72,748.97 77,017.00 94.46%

TOTAL OPERATING 265,813.00 23,185.17 221,253.50 83.24% 12,916.91 121,020.89 100,232.61 125,430.00 79.91%

TOTAL REGULAR ADMIN. 1,246,896.00 90,612.84 1,115,778.51 89.48% 67,228.66 906,783.27 208,995.24 148,681.00 140.57%

	BUDGET	NET MONTHLY EXPENSE	YEAR TO DATE EXPENSE	% OF BUDGET SPENT	EARNED REVENUE	YEAR TO DATE EARNED REVENUE	COUNTY SHARE OF EXPENSE	COUNTY BUDGET	% OF COUNTY BUDGET SPENT	LAST MONTH CASELOAD	THIS MONTH CASELOAD	CHANGE FROM PRIOR MO	AVERAGE MONTHLY CASELOAD
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PROGRAM ADMINISTRATIONS

CHAFEE (Allive/E) Administration													
Salaries	58,616.00	4,294.74	45,182.54	77.08%									
Attorney	0.00	0.00	0.00	0.00%									
Social Security	4,484.00	301.45	3,198.42	71.33%									
Retirement	1,721.00	128.84	1,355.39	78.76%									
Health & Life Insurance	9,367.00	802.05	7,634.63	81.51%									
Unemployment	172.00	12.88	135.49	78.77%									
Worker's Comp	1,148.00	85.47	897.65	78.19%									
Travel	3,500.00	305.28	3,811.16	108.89%									
Rent	0.00	0.00	0.00	0.00%									
Operating	1,200.00	73.49	2,063.15	171.93%									
Contract Services	0.00	0.00	0.00	0.00%									
Indirect Costs	0.00	0.00	0.00	0.00%									
Total Chafee Admin.	80,208.00	6,004.20	64,278.43	80.14%	6,004.20	64,278.43	0.00	0.00	0.00%				

Child Care Administration

Salaries	44,909.00	3,339.51	39,823.86	88.68%									
Attorney	0.00	0.00	0.00	0.00%									
Social Security	3,435.00	237.57	2,846.32	82.86%									
Retirement	1,347.00	100.18	1,194.62	88.69%									
Health & Life Insurance	8,432.00	708.47	7,734.92	91.73%									
Unemployment	135.00	10.01	119.45	88.48%									
Worker's Comp	180.00	10.01	133.33	74.07%									
Travel	100.00	0.00	0.00	0.00%									
Rent	0.00	0.00	148.27	0.00%									
Operating	1,200.00	88.01	1,113.95	92.83%									
Contract Services	0.00	0.00	0.00	0.00%									
Indirect Costs	22,718.00	1,195.60	21,056.71	92.69%									
Total Child Care Admin.	82,456.00	5,689.36	74,171.43	89.95%	4,551.50	59,337.18	14,834.25	16,491.00	89.95%				

Child Support Enforcement Admin.

Salaries	380,202.00	23,055.76	266,707.99	70.15%									
Attorney	22,000.00	2,166.00	13,788.50	62.68%									
Social Security	29,085.00	1,635.25	19,126.22	65.76%									
Retirement	11,406.00	607.84	6,825.14	59.84%									
Health & Life Insurance	100,062.00	7,291.67	74,332.92	74.29%									
Unemployment	1,141.00	69.37	805.27	70.58%									
Worker's Comp	1,521.00	69.37	805.44	52.95%									
Travel	1,000.00	5.58	19.01	1.90%									
Rent	24,420.00	2,073.03	22,395.51	91.71%									
Operating	30,520.00	2,297.54	22,591.55	74.02%									
Blood Tests	4,500.00	0.00	2,698.00	59.96%									
Indirect Cost/Fed Inc. Exp	0.00	0.00	0.00	0.00%									
Total CSE and Incentives	605,857.00	39,271.41	430,095.55	70.99%	29,092.12	354,067.80	76,027.75	116,987.00	64.99%				

Child Welfare 100% (ACLU) Admin.

	BUDGET	NET MONTHLY EXPENSE	YEAR TO DATE EXPENSE	% OF BUDGET SPENT	EARNED REVENUE	YEAR TO DATE EARNED REVENUE	COUNTY SHARE OF EXPENSE	COUNTY BUDGET	% OF COUNTY BUDGET SPENT	LAST MONTH CASELOAD	THIS MONTH CASELOAD	CHANGE FROM PRIOR MO	AVERAGE MONTHLY CASELOAD
Salaries	330,461.00	10,389.04	207,621.57	62.83%	0.00								
Attorney	0.00	0.00	0.00	0.00%	0.00								
Social Security	25,280.00	712.17	15,632.37	61.84%	0.00								
Retirement	9,675.00	232.62	4,009.87	41.45%	0.00								
Health & Life Insurance	33,563.00	3,093.58	42,526.59	126.71%	0.00								
Unemployment	968.00	31.18	655.89	67.76%	0.00								
Worker's Comp	5,669.00	134.48	3,455.44	60.95%	0.00								
Travel	9,000.00	720.45	5,975.28	66.39%	0.00								
Rent	0.00	0.00	0.00	0.00%	0.00								
Operating	4,000.00	218.64	3,525.84	88.15%	0.00								
Contract Services	0.00	0.00	0.00	0.00%	0.00								
Indirect Costs	4,819.00	221.83	5,234.09	108.61%	0.00								
Total Child Welfare 100% (ACLU)	423,435.00	15,753.99	288,636.94	68.17%	15,753.99	288,636.94	0.00	0.00	0.00%				

Child Welfare 80/20 Admin.

Salaries	531,153.00	52,752.17	527,122.23	99.24%	0.00								
Attorney	165,000.00	12,225.25	186,771.50	113.19%	0.00								
Social Security	40,633.00	3,783.81	36,928.52	90.88%	0.00								
Retirement	15,549.00	1,007.28	10,557.09	67.90%	0.00								
Health & Life Insurance	100,531.00	13,514.10	108,030.95	107.46%	0.00								
Unemployment	1,555.00	158.18	1,535.08	98.72%	0.00								
Worker's Comp	7,756.00	975.79	9,224.05	118.93%	0.00								
Travel	30,800.00	4,422.89	38,047.46	123.53%	0.00								
Rent	0.00	0.00	0.00	0.00%	0.00								
Operating	14,580.00	3,331.31	20,161.54	138.28%	0.00								
Contract Services	0.00	0.00	3,925.00	0.00%	0.00								
Indirect Costs	463,070.00	28,813.96	323,284.90	69.81%	0.00								
HB 1414-Salaries	0.00	0.00	0.00	0.00%	0.00								

IV-E Special Revenue			0.00			150,094.70							
Total Child Welfare 80/20	1,370,627.00	120,984.74	1,265,588.32	92.34%	96,787.79	1,012,470.68	103,022.94	99,126.00	103.93%				

Core Services Admin

Salaries	509,204.00	32,190.77	344,137.03	67.58%	0.00								
Attorney	0.00	0.00	0.00	0.00%	0.00								
Social Security	38,954.00	2,353.71	25,241.60	64.80%	0.00								
Retirement	14,289.00	888.25	10,331.46	72.30%	0.00								
Health & Life Insurance	78,826.00	5,847.89	55,587.30	70.52%	0.00								
Unemployment	1,505.00	96.71	1,103.33	73.31%	0.00								
Worker's Comp	9,644.00	641.20	6,644.55	68.90%	0.00								
Travel	22,000.00	1,691.74	19,616.52	89.17%	0.00								
Rent	0.00	0.00	0.00	0.00%	0.00								
Operating	20,000.00	773.79	17,771.59	88.86%	0.00								
Contract Services	22,000.00	0.00	8,536.49	38.80%	0.00								
Indirect Costs	0.00	0.00	0.00	0.00%	0.00								

Total Core Services / FPP	716,422.00	44,484.06	488,969.87	68.25%	39,233.92	437,794.65	51,175.22	58,000.00	88.23%				
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Employment First Admin.

	BUDGET	NET MONTHLY EXPENSE	YEAR TO DATE EXPENSE	% OF BUDGET SPENT	EARNED REVENUE	YEAR TO DATE EARNED REVENUE	COUNTY SHARE OF EXPENSE	COUNTY BUDGET	% OF COUNTY BUDGET SPENT	LAST MONTH CASELOAD	THIS MONTH CASELOAD	CHANGE FROM PRIOR MO	AVERAGE MONTHLY CASELOAD
Salaries	120,267.00	4,820.38	62,772.92	52.19%									
Attorney	0.00	0.00	0.00	0.00%									
Social Security	9,200.00	357.43	4,572.82	49.70%									
Retirement	3,608.00	144.62	1,780.35	49.34%									
Health & Life Insurance	19,902.00	636.91	10,110.32	50.80%									
Unemployment	361.00	14.44	188.29	52.16%									
Worker's Comp	481.00	51.24	404.58	84.11%									
Travel	500.00	0.00	504.28	100.86%									
Rent	0.00	0.00	0.00	0.00%									
Operating	11,710.00	371.70	17,200.35	146.89%									
Contract Services	0.00	0.00	0.00	0.00%									
Indirect Costs	0.00	0.00	0.00	0.00%									
Total Employment First	166,029.00	6,396.72	97,533.91	58.75%	6,396.72	97,533.96	(0.05)	0.00	0.00%				

APS Admin

Salaries	0.00	5,767.96	22,242.65	0.00%									
Attorney	0.00	1,821.00	5,467.61	0.00%									
Social Security	0.00	410.78	1,607.05	0.00%									
Retirement	0.00	166.26	631.19	0.00%									
Health & Life Insurance	0.00	1,143.16	3,574.60	0.00%									
Unemployment	0.00	17.31	66.76	0.00%									
Worker's Comp	0.00	110.96	422.30	0.00%									
Travel	0.00	150.76	671.64	0.00%									
Rent	0.00	0.00	0.00	0.00%									
Operating	0.00	228.47	1,313.30	0.00%									
Contract Services	0.00	0.00	245.07	0.00%									
Indirect Costs	0.00	1,614.34	9,099.96	0.00%									
Total Fatherhood Grant	0.00	11,431.00	45,342.13	0.00%	9,144.81	36,273.73	9,068.40	0.00	0.00%				

Fraud Administration

Salaries	14,142.00	2,131.74	24,049.70	170.06%									
Attorney	0.00	0.00	0.00	0.00%									
Social Security	1,082.00	157.95	1,787.16	165.17%									
Retirement	424.00	63.95	721.50	170.17%									
Health & Life Insurance	3,095.00	468.11	4,756.58	153.69%									
Unemployment	42.00	6.41	72.16	171.81%									
Worker's Comp	283.00	39.97	390.45	137.97%									
Travel	1,700.00	25.60	215.49	12.68%									
Rent	0.00	0.00	0.00	0.00%									
Operating	900.00	9.35	140.52	15.61%									
Contract Services	0.00	0.00	0.00	0.00%									
Indirect Costs	0.00	0.00	47.09	0.00%									
Total Fraud	21,668.00	2,903.08	32,180.65	148.52%	2,322.47	25,744.55	6,436.10	4,333.00	148.54%				

	BUDGET	NET MONTHLY EXPENSE	YEAR TO DATE EXPENSE	% OF BUDGET SPENT	EARNED REVENUE	YEAR TO DATE EARNED REVENUE	COUNTY SHARE OF EXPENSE	COUNTY BUDGET	% OF COUNTY BUDGET SPENT	LAST MONTH CASELOAD	THIS MONTH CASELOAD	CHANGE FROM PRIOR MO	AVERAGE MONTHLY CASELOAD
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HB-1451 Collaborative Mgmt

Salaries	49,036.00	3,772.54	44,145.02	90.03%									
Attorney	0.00	0.00	0.00	0.00%									
Social Security	3,751.00	266.30	3,165.57	84.39%									
Retirement	1,471.00	113.18	1,328.73	90.33%									
Health & Life Insurance	11,398.00	1,276.24	12,740.31	111.78%									
Unemployment	147.00	11.32	132.90	90.41%									
Worker's Comp	196.00	11.32	227.03	115.83%									
Travel	1,000.00	127.50	1,558.84	155.88%									
Travel - N/R	0.00	0.00	0.00	0.00%									
Operating	2,500.00	0.00	98.35	3.93%									
Contract Services	53,200.00	4,302.65	49,642.97	93.31%									
Program Expense	15,000.00	0.00	0.00	0.00%									
Total HB-1451 Collaborative Mgmt	137,699.00	9,881.05	113,039.72	82.09%	9,881.05	113,039.72	0.00	0.00	0.00%				

LEAP Admin & Outreach

Salaries	47,174.00	5,901.07	17,954.39	38.06%									
Attorney	0.00	0.00	0.00	0.00%									
Social Security	3,609.00	448.47	1,352.29	37.47%									
Retirement	1,415.00	20.10	75.07	5.31%									
Health & Life Insurance	3,171.00	138.19	1,179.43	37.206%									
Unemployment	141.00	17.68	53.81	38.16%									
Worker's Comp	189.00	17.68	80.11	42.39%									
Travel	300.00	0.00	304.96	101.65%									
Rent	0.00	0.00	0.00	0.00%									
Operating	5,000.00	715.91	2,173.86	43.48%									
Contract Services	0.00	0.00	0.00	0.00%									
Indirect Costs	56,297.00	31.05	8,984.20	15.96%									
Total LEAP Admin. / Outreach	114,442.00	7,290.15	32,158.12	28.10%	7,290.15	32,158.12	0.00	0.00	0.00%				

Options for Long Term Care Admin.

Salaries	447,339.00	34,391.70	321,112.10	71.78%									
Attorney	0.00	0.00	0.00	0.00%									
Social Security	34,221.00	2,466.56	23,235.06	67.90%									
Retirement	13,420.00	875.76	8,307.40	61.90%									
Health & Life Insurance	83,286.00	3,894.28	53,153.70	63.82%									
Unemployment	1,342.00	103.47	967.44	72.09%									
Worker's Comp	8,874.00	659.80	6,084.52	68.57%									
Travel	9,500.00	2,563.03	11,005.44	115.85%									
Rent	5,160.00	439.61	4,749.25	92.04%									
Operating	7,000.00	7,933.77	16,600.17	237.15%									
Contract Services	189,000.00	0.00	148,791.74	78.73%									
Indirect Costs	0.00	0.00	0.00	0.00%									
Total OLTC Admin.	799,142.00	53,327.98	594,006.82	74.33%	53,327.98	594,006.82	0.00	0.00	0.00%				

	BUDGET	NET MONTHLY EXPENSE	YEAR TO DATE EXPENSE	% OF BUDGET SPENT	EARNED REVENUE	YEAR TO DATE EARNED REVENUE	COUNTY SHARE OF EXPENSE	COUNTY BUDGET	% OF COUNTY BUDGET SPENT	LAST MONTH CASELOAD	THIS MONTH CASELOAD	CHANGE FROM PRIOR MO	AVERAGE MONTHLY CASELOAD
Parental Fees Administration													
Salaries	59,448.00	2,340.11	24,709.43	41.56%									
Attorney	0.00	365.00	365.00	0.00%									
Social Security	4,548.00	185.81	2,083.48	4.581%									
Retirement	1,783.00	79.50	880.64	4.939%									
Health & Life Insurance	9,836.00	567.78	5,745.63	5.841%									
Unemployment	178.00	7.95	88.06	4.947%									
Worker's Comp	1,044.00	52.75	583.00	5.584%									
Travel	0.00	5.16	1,665.03	0.00%									
Rent	0.00	0.00	355.61	0.00%									
Operating	54,414.00	1,214.38	9,008.44	16.56%									
Contract Services	29,186.00	1,790.26	22,014.19	75.43%									
Indirect Costs	0.00	0.00	4,300.95	0.00%									
Total Parental Fees Admin.	160,437.00	6,628.70	71,799.46	44.75%	6628.70	71,799.46	0.00	0.00	0.00%				

Promoting Safe & Stable Families Grant													
	BUDGET	NET MONTHLY EXPENSE	YEAR TO DATE EXPENSE	% OF BUDGET SPENT	EARNED REVENUE	YEAR TO DATE EARNED REVENUE	COUNTY SHARE OF EXPENSE	COUNTY BUDGET	% OF COUNTY BUDGET SPENT	LAST MONTH CASELOAD	THIS MONTH CASELOAD	CHANGE FROM PRIOR MO	AVERAGE MONTHLY CASELOAD
Salaries	46,281.00	3,304.76	25,132.34	54.30%									
Attorney	0.00	0.00	0.00	0.00%									
Social Security	3,541.00	245.84	2,170.18	61.29%									
Retirement	1,352.00	99.14	873.00	64.57%									
Health & Life Insurance	6,704.00	558.68	4,472.23	66.71%									
Unemployment	135.00	9.92	87.37	64.72%									
Worker's Comp	901.00	65.76	577.87	64.14%									
Travel	5,900.00	914.50	5,648.54	95.74%									
Rent	0.00	0.00	0.00	0.00%									
Operating	0.00	0.00	0.00	0.00%									
PSSF/Caseworker Training Grant Matk	0.00	0.00	0.00	0.00%									
Contract Services	0.00	0.00	0.00	0.00%									
Total PSSF Grant	64,814.00	5,198.60	38,961.53	60.11%	5,198.60	38,961.53	0.00	0.00	0.00%				

TANF Administration													
	BUDGET	NET MONTHLY EXPENSE	YEAR TO DATE EXPENSE	% OF BUDGET SPENT	EARNED REVENUE	YEAR TO DATE EARNED REVENUE	COUNTY SHARE OF EXPENSE	COUNTY BUDGET	% OF COUNTY BUDGET SPENT	LAST MONTH CASELOAD	THIS MONTH CASELOAD	CHANGE FROM PRIOR MO	AVERAGE MONTHLY CASELOAD
Salaries	154,494.00	10,430.53	128,291.51	83.04%									
Attorney	0.00	0.00	0.00	0.00%									
Social Security	11,819.00	755.08	9,304.61	78.73%									
Retirement	4,635.00	312.89	3,848.95	83.04%									
Health & Life Insurance	31,021.00	2,436.57	28,343.73	91.37%									
Unemployment	464.00	31.30	384.77	82.92%									
Worker's Comp	853.00	49.42	758.65	88.94%									
Travel	2,800.00	6.40	620.38	22.16%									
Rent	0.00	0.00	0.00	0.00%									
Operating	6,500.00	107.61	2,075.72	31.93%									
Contract Services	34,400.00	2,070.55	25,215.70	73.30%									
Indirect Costs	193,290.00	14,644.20	145,445.30	75.25%									
Total TANF Admin.	440,276.00	30,844.55	344,289.32	78.20%	26,513.97	295,951.14	48,338.18	61,815.00	78.20%				
TOTAL PROGRAM ADMINISTRATIONS	5,183,512.00	366,089.59	3,981,052.20	76.80%	318,127.97	3,672,149.41	308,902.79	356,752.00	86.59%				

	BUDGET	NET MONTHLY EXPENSE	YEAR TO DATE EXPENSE	% OF BUDGET SPENT	EARNED REVENUE	YEAR TO DATE EARNED REVENUE	COUNTY SHARE OF EXPENSE	COUNTY BUDGET	% OF COUNTY BUDGET SPENT	LAST MONTH CASELOAD	THIS MONTH CASELOAD	CHANGE FROM PRIOR MO	AVERAGE MONTHLY CASELOAD
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MISCELLANEOUS PROGRAMS AND EXPENSE

Medical Exams	5,400.00	180.00	3,780.00	70.00%	144.00	3,024.00	756.00	1,080.00	70.00%				
Case Services/Protective	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%				
Grant Exp -CCQuality-Tanf Transfer	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%				
Grant Exp -CW don & Ad Serv don	2,650.00	0.00	1,285.19	48.50%	0.00	1,285.19	0.00	0.00	0.00%				
Grant Exp -misc-Adoption	450.00	0.00	238.00	52.89%	0.00	238.00	0.00	0.00	0.00%				
Grant Exp - DR, FTDC exp.	162,200.00	6,706.34	41,050.82	25.31%	6,706.34	41,050.82	0.00	0.00	0.00%				
IV-E First Year Expense	1,000.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%				
IV-E Non-First Year Expense	1,500.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%				
Workfare Incentives	5,000.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%				
Collaborative Mgmt-see admin	0.00	0.00	0.00	0.00%	0.00	0.00	0.00	0.00	0.00%				
N/R Administration	1,300.00	0.00	25.88	1.99%	0.00	0.00	25.88	1,300.00	0.00%				
Training, A/P-C/S	500.00	0.00	0.00	0.00%	0.00	0.00	0.00	335.00	0.00%				
Training, Title XX	4,500.00	0.00	3,730.49	82.90%	0.00	2,984.39	746.10	900.00	82.90%				
TANF Burials	1,800.00	0.00	0.00	0.00%	0.00	0.00	0.00	1,800.00	0.00%				
Other, Spec. Needs, Fraud Inc.	0.00	0.00	0.00	0.00%	1,091.25	13,024.33	(13,024.33)	(28,682.00)	45.41%				
Total Misc. Programs & Expense	186,300.00	6,886.34	50,110.38	26.90%	7,941.59	61,606.73	(11,496.35)	(23,267.00)	49.41%				

FREMONT COUNTY DEPARTMENT OF HUMAN SERVICES

TRIAL BALANCE

DATE: November 2013

CASH:

Cash, Human Services Fund	1,875,722.57	
Petty Cash, ALIVE-E Funds	100.00	
Petty Cash	50.00	
Cash, Trust Accounts	15,214.55	

OTHER ASSET ACCOUNTS:

Comp. for L/T Debt, Comp. Absences	312,388.61	
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ACCOUNTS RECEIVABLE:

Human Services Programs	348,028.77	
Medicaid Program Recoveries	339,121.30	
Food Stamp Program Recoveries	206,881.17	
LEAP Program	3,851.17	
DISREGARD Recoveries	-	
DAYCARE Program	17,619.06	
FOSTER CARE Program	8,562.90	
MED. TRANS. Program	-	
General Assistance	-	
Old Age Pension	79,339.70	
Child Support Due From Parents	4,594,465.02	
Erroneous Disbursements	21,077.63	
State, FSR Refunds	-	
Fremont County, Specific Ownership Tax	-	
Empty	-	

DUE TO DUE FROM:

Administration	92,029.12	-
TANF Block	10,580.40	-
Child Care Allocation	-	4,116.12
Child Welfare Allocation	9,332.47	-
Fraud Administration	2,322.46	-
State Sponsored Meetings	-	-
Medical Examinations	144.00	-
Other Case Services	-	-
LEAP Administration	5,946.64	-
LEAP Outreach	1,343.51	-
LEAP 047	-	47.77
LEAP CIP	-	-
IV-D Administration	9,470.10	-
IV-D Incentives	3,122.02	-
IV-D Intercounty Transfer	-	-
State, FSR	-	4,476.07
EMPTY	-	-
Core Services Admin & Program	12,459.34	-
SEP Administration	-	621,536.17
Aid to Needy Disabled	-	7,801.76
Old Age Pension	-	203.65
Medicaid Transportation	112.90	-
County Contingency	-	16,000.00
Chafee Admin & Program	6,152.48	-
Employment First Admin & Program	6,088.72	-
Training, Title XX	-	-
Training, A/P-C/S	-	-
OAP RMS Admin	1,127.66	-
County Only Pass Thru	-	86.75
EBT Admin	-	1,375.00
Non-allocated, TANF Burials	-	-
Fraud Incentives	507.45	-
Collaborative Mgmt - County Only P/T	1,840.87	-
Grants, CJA	-	-
Alternative to Long Term Care	583.80	-
Grants, DYC-JAG	-	-
Grants, Promoting Safe & Stable Families	5,198.60	-
Grants, SB94 - IV-E Waiver	6,706.34	-
Grants, Fatherhood	-	4,000.00
Grants, DR	-	-

FREMONT COUNTY DEPARTMENT OF HUMAN SERVICES

TRIAL BALANCE

DATE: November 2013

ACCOUNTS PAYABLE:		
To Fremont County	-	-
IV-D Prepay	-	-
IV-D Collections N/A & P/A	-	-
FSR, Fiscal Agent	-	-
FIOG YOUTH ADVISORY COUNCIL	-	86.59
Adult Services Donation	-	30.90
Child Welfare Donation	-	4,790.67
Victim Assistance Fund	-	-
Adams County Medicaid Error	-	-
School District RE-1, Bag Prevention funds	-	-
WRAP Grant	-	16.28
State of Colorado, Food Stamp Recoveries	-	857.20
State of Colorado, Medicaid Recov.	-	10.00
Suspense, IV-D Collections	-	-
Suspense, OTC	-	-
IV-D Clearing Account	-	-
LIABILITIES:		
Human Services Programs		348,028.77
Medicaid Program Recoveries		339,121.30
Food Stamp Program Recoveries		206,881.17
LEAP Program		3,851.17
Empty		-
DAYCARE Program		17,619.06
FOSTER CARE Program		8,562.90
MED. TRANS. Program		-
General Assistance		-
Old Age Pension		79,339.70
Absent Parent Arrearages		4,594,465.02
Deferred Rev. SB-80, IV-E Spec., 1st year		6,119.15
Def. Rev. SB-80, IV-E Spec. NOT 1st year		-
Deferred Rev. SB-94, IV-E Parental		455,376.02
Deferred Rev., HB-1451 Collaborative Mgmt		417,887.04
Deffered Rev. County (return of workfare)		145,644.30
Deferred Rev. Workfare Incentives Designated		-
Empty		-
Reserve for Trust Accounts		15,214.55
Compensated Absences		23,985.39
L/T Debt, Compensated Absences		312,388.61
FUND BALANCE:	-	23,603.18
PRIOR YEAR REVENUE ADJUSTMENTS:	-	-
FIXED ASSETS:	130,502.40	
INVESTMENTS:		130,502.40
ESTIMATED EARNED REVENUE:	7,792,834.00	
APPROPRIATIONS:		7,877,869.00

FREMONT COUNTY DEPARTMENT OF HUMAN SERVICES

TRIAL BALANCE

DATE: November 2013

EARNED REVENUE:

Current Property Taxes	1,174,033.66
Specific Ownership Tax	131,564.56
Delinquent Taxes	4,387.06
Penalties & Interest on Taxes	4,806.82
Other County Revenue	-
Other Revenue, Empty	-
Other Revenue, Miscellaneous	-
Other Revenue, Cntywide Cost Alloc	48,150.60
Other Financing Sources, Return of Cnty Share	67,770.58
Grants, DR	8,708.00
Grants, Misc., - Adoption	-
Grants, PSSF CW Visitation	1,438.00
Grants, IV-E Waiver	26,373.49
Grants, SB-94	-
Grants, Quality CC Expansion	-
Grants, Adult Services Donation	-
Grants, Child Welfare Donation	1,285.19
Grants, Promoting Safe & Stable Fam, State Grt	38,961.53
Grants, CJA	4,769.33
Administration	892,128.62
APS Admin	36,273.70
TANF Block	295,951.09
Child Care Allocation	59,337.14
Child Welfare Allocation	1,301,107.74
Fraud Administration	25,744.50
State Sponsored Meetings	-
Medical Examination	3,024.00
Other Case Services	-
LEAP Administration	29,345.23
LEAP Outreach	2,812.89
LEAP 047	-
LEAP CIP	-
IV-D Administration	302,931.56
IV-D Incentives	51,136.24
Core Services Administration	437,794.73
Core Services Program	12,787.74
OLTC Administration	594,006.82
Medicaid Transportation	56,606.81
County Contingency	79,667.47
Chafee Admin	64,278.43
Chafee Program	8,049.42
Employment First Admin	97,533.90
Employment First Program	15,461.00
Training, Title XX	2,984.39
Training, A/P-C/S	-
OAP Admin RMS	15,477.56
County Only Pass Thru	823.00
Fraud Incentives	8,760.63
Collaborative Mgmt - County Only P/T	113,039.71
Expedited Permanency Planning	-
Misc. Adjustment	-
Alternative to Long Term Care	4,263.69
SB-80, IV-E Special Rev	-
SB-80, IV-E Special Rev - toward CW 80/20 exp	78,092.56
SB-80, IV-E Special Rev - Chafee/AE close-out	-
SB-94, IV-E Parental Fees	71,799.46
SB-94, IV-E Parental Fees, CW 80/20 exp	72,002.13
Workfare Incentives	-
Alive/E Stipend	-

FREMONT COUNTY DEPARTMENT OF HUMAN SERVICES

TRIAL BALANCE

DATE: November 2013

EXPENSE:

Administration	1,006,413.46		
APS Admin	45,342.13		
Non-Alloc Program, TANF Burials	-		
EBT Administration	15,125.00		
OAP RMS Admin	15,477.56		
County Only Pass Thru	-	2,493.99	
Attorney	14,807.70		
Fraud Administration	32,180.65		
State Sponsored Meetings	-		
Medical Examinations	3,780.00		
Other Case Services	-		
LEAP Administration	29,417.91		
LEAP Outreach	2,740.21		
LEAP 047	-		
LEAP CIP	-		
CSE Administration	416,307.05		
CSE Attorney	13,788.50		
CSE Bad Debt Write-off	-		
Core Services Admin	488,969.87		
Core Services Program	12,787.74		
Core Services Program, EBT	-		
OLTC Administration	594,006.82		
TANF/Colorado Works Administration	344,289.32		
TANF Program	218,003.85		
Aid to Needy Disabled	43,856.51		
Child Care	51,587.89		
CWEST Foster Care	436,747.76		
Old Age Pension	28.00		
5% OAP Special Needs	1,932.05		
Medicaid Transportation	56,606.80		
Grant Expense, Misc.	1,438.00		
Grant Expense, DR	8,708.00		
Grant Expense, Child Care, TANF Transfer	-		
Grant Expense, IV-E Waiver	26,373.49		
Grant Expense, CJA	4,769.33		
Grant Expense, SB-94	-		
Grant Expense, Child Welfare Donation	1,285.19		
Grant Expense, Adult Services Donation	-		
Grant Expense, PSSF, state grant	38,961.53		
Child Care Administration	74,171.43		
Child Welfare 80/20 Administration	1,265,588.32		
Child Welfare 100%- Administration	288,636.94		
General Assistance	-		
Chafee Administration	64,278.43		
Chafee Program	8,049.42		
Non-Reimbursable	25.88		
Non-Reimb. Other Agencies, Nursing, Voc Reh,t	-	335.84	
Non-Reimb. Rent	54,632.29		
Petty Cash	38.32		
Employment First Administration	97,533.92		
Employment First Travel	14,300.00		
Employment First Travel - EBT Prog	4,049.80		
Employment First Child Care	-		
Training, Title XX	3,730.49		
Training, A/P-C/S	-		
Medicaid Admin - RMS	12,114.00		
SB-80,IV-E Special Rev	-		
SB-80,IV-E Special Rev, NOT 1st year	-		
SB-94, Parental Fees	71,799.46		
Collaborative Management	113,039.72		
Workfare Incentives	-		
Workfare Incentives Designated for Client Serv	-		
TRIAL BALANCE TOTAL:	\$ 21,919,371.47	\$ 21,919,371.47	0.00

MONTHLY DIRECTOR'S REPORT

To: Board of Social Services

From: Steve Clifton

Month: December 2013

The Director's activities for the month are as follows:

12/02/13	<p>Attended Administrators Meeting to discuss internal issues Meeting with Jim Berg regarding weekly supervision Attended works allocation meeting at CCI Works Allocation session to discuss changes to the TANF allocation and mitigation Attended Canon City Council Meeting for Police Department certification</p>
12/04/13	<p>Attended CHSDA conference which covered a variety of topics</p>
12/05/13	<p>Telephone contact with Legislative Audit staff regarding visit scheduled for Friday, December 6, 2013 Telephone contact with CCI regarding possible assistance to Archuleta County for a director vacancy</p>
12/06/13	<p>Meeting with Legislative Audit Committee to review various aspects of Child Welfare Services</p>
12/09/13	<p>Attended Administrators Meeting to discuss interagency issues and review of 2013 budget status Meeting with Jim Berg for weekly supervisory conference regarding various issues Telephone contact with Alamosa County regarding Works Allocation and HB-1451 discussions</p>
12/10/13	<p>Telephone contact with Rocco Meconi regarding legal issues Telephone contact with Chaffee County to go over HB-1451 issues as well as long-term care in their county and behavioral health changes</p>
12/11/13	<p>Meeting with community individual regarding adult services and update on child welfare statistics</p>
12/12/13	<p>Attended BOSS Mid-Month to discuss various issues Meeting with George Sugars to go over county –department issues including digitization and other capital expenditures for the next year</p>
12/13/13	<p>Attended CEOs Meeting to discuss inter-agency coordination, collaboration and updates</p>
12/16/13	<p>Attended Administrators Meeting to discuss interagency issues Meeting with Stacie Kwitek to review child welfare updates Meeting with Linda Smith to review various processes and budget Telephone contact with CCI regarding follow-up on Archuleta County</p>
12/17/13	<p>Telephone contact with Pastor Jim Thulson to discuss Human Trafficking workshop scheduled for January 2014</p>
12/18/13	<p>Chaired HB-1451 FIOG Meeting Attended agency Christmas Party and Years of Service Recognition by the BOCC</p>
12/19/13	<p>Superintendent Meeting to discuss interagency interface between department and two school districts</p>

	Meeting with Child Literacy Program folks to discuss future of program in 2014 Meeting with Joe Kost to discuss economic development and other shared issues
12/20/13	Meeting with Jennifer Herman for an update and discussion of Mentoring Program Office visit with Stacie Kwitek regarding Single Entry Point staffing
12/23/13	Meeting with Joe Wilner regarding interagency issues with DHS and Southern Peaks
12/30/13	Will attend Administrators Meeting to discuss inter-agency concerns and orientation of new staff
12/31/13	Will attend BOSS Regular Meeting

This concludes the Director's Report for the month. I will be happy to answer any questions at your convenience.

Thank you.

2013 D&N's

Rocco Meconi [rm24@bresnan.net]

Sent: Tuesday, December 31, 2013 10:18 AM

To: Stacie Kwitek

Since we won't be filing any D&N's today, I have, at your request, the filings for 2013, to-wit: 59 D&N's and five adult protection cases.

Rocco F. Meconi
Rocco F. Meconi, P. C.
P. O. Box 1540
Cañon City, CO 81215
Office: 719-275-7551
Fax: 719-275-8879
rm24@bresnan.net

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Human Trafficking 101

Free Informational Training

Presented by Anne Schomaker, LCSW

Anne is a licensed clinical social worker with a Master's from Jane Addams School of Social Work at University of Illinois in Chicago. Anne currently is an advocate and an educator with the Set Free Movement, tasked to fight human trafficking. Anne is also the Chairperson of the Bond County Set Free Human Trafficking Task Force. Anne provides education and training about human trafficking to a variety of audiences, including but not limited to: health departments, medical personnel, social workers, victim advocates, educators, students, churches, college universities, business owners, law enforcement and other community organizations working with vulnerable populations. Anne also serves on the Southern Illinois Rescue and Restore Coalition.

When: Wednesday, January 22, 2014 8:00 am to 12:00 noon

Or

Thursday January 23, 2014 1:00 pm to 5:00 pm

Location: Evangelical Free Church, 3000 E. Main Street, Canon City

Cost: No cost to attend - RSVP is requested

Contact James Berg, 719-269-2047 or james.berg1@state.co.us

Training Objectives:

- Define Human Trafficking
- Recognize and identify vulnerable populations
- Recognize indicators of human trafficking cases
- Recognize the different types of human trafficking
- Understand the scope of human trafficking, both locally and nationally
- Develop prevention, rescue and restoration plans
- Respond to cases of human trafficking with proper protocol
- Understand our role and responsibility in response to this issue



Hosted by the Fremont Interagency Oversight Group

MEMORANDUM OF UNDERSTANDING
The State of Colorado Department of Human Services
and
The Board of County Commissioners or other elected governing body of
Fremont County, Colorado

This Memorandum of Understanding (or "MOU") is made this 31st day of December, between the State of Colorado Department of Human Services (the "CDHS") and the Board of County Commissioners or other elected governing body of Fremont County, Colorado (the "County").

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

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal "Personal Responsibility and Work Opportunity Reconciliation Act of 1996" thereby adopting the Colorado Works Program ("Works Program") and the Colorado Child Care Assistance Program ("Child Care Program").

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

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

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

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

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

2. TERM

The term of this two-year MOU will be from July 1, 2013 through June 30, 2015.

3. REQUIRED DUTIES OF THE COUNTY

- a) The County will administer and implement the Works Program and the Child Care Program using fair and objective criteria, and in compliance with federal law.
- b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise provided by law.
- c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with Part 7 of Article 2 of Title 26, C.R.S., or the State Plan submitted by CDHS to the federal government.
- d) For the term of this MOU, the County agrees to meet work participation rates equal to the federally required participation rate less any employment credit, caseload reduction credit, or other possible credit that might subsequently be adopted. The percentages contained in this paragraph (d) represent the maximum work participation rates to which the County may be held during the term of this MOU. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.
- e) The parties acknowledge that the work participation rate is, as of the signing of this MOU, the only federally-mandated performance goal identified. This performance goal is in accordance with CRS 26-2-712 (4). The parties also acknowledge that, in an effort to help individuals prepare for and enter the

workforce, they may adopt alternate measures as outlined under “OPTIONAL OUTCOME MEASURES” below.

- f) The County will maintain sufficient records, and will permit CDHS, its duly designated agents and/or representatives of the federal government, to inspect the records and will make such records available to CDHS as specified in CRS 26-2-717. The County must also continue to report to CDHS as currently required by CRS 26-2-716, 717 and shall report to the Department 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 may be required by law.
- g) The County agrees to provide its adopted policies to CDHS, as required by CRS 26-2-716 (2.5). The County may, at its discretion, change the way in which it implements the Works and Child Care Programs in any manner that is still consistent with state and federal law. The County agrees to provide CDHS with updated written information, when or if, changes to these Programs are made. The County agrees to provide the information and policies specified in paragraph (g) herein to CDHS within thirty (30) days of their adoption.
- h) The parties agree that information and policies provided by the County to CDHS as described in paragraph (g) herein are for informational purposes, and are provided to assist CDHS in meeting its responsibilities with respect to these Programs. Nothing in this MOU gives CDHS the authority to approve, deny or require any County policies beyond what is required by statute or rule. The County acknowledges CDHS’s right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County department of social services director. The County maintains that it will consider such comments in its implementation of these Programs, but is not obligated to incorporate them.

4. OPTIONAL OUTCOME MEASURES

- a) Counties/regions of the state may submit a proposal as an attachment to this MOU, either at the time of execution or anytime throughout the duration of this MOU. The proposal is limited to issues regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contributing to the evidence base for effective programs focusing on employment and/or credential attainment that lead to employment. In addition, terms and conditions will require either interim targets for each performance measure or a strategy for establishing baseline performance on a set of performance measures and a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish consequences for failing to meet interim performance targets, including but not limited to, the implementation of an improvement plan and/or, termination of approved programs and strategies due to the county's or region's continued failure to meet performance targets.
- b) Upon approval of the proposal by CDHS, the county or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum and not the work participation rates outlined in Paragraph 3(d) above.

5. DUTIES OF CDHS

- a) In consultation with the Counties, CDHS will oversee the implementation of the Works Program statewide, and will develop standardized forms that streamline the application process, delivery of services, and track participants; and
- b) CDHS will monitor the County's provision of basic assistance grants, and if necessary, perform the duties outlined CRS 26-2-712(5)(e); and
- c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the Colorado Benefits Management System (CBMS) and its application relative to the Colorado Works Program. Because CBMS 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 counties shall be held harmless for erroneous decisions made by CBMS. Without limitation, this applies to erroneous eligibility decisions, erroneous determinations of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments or restorative benefits. Counties will also not be accountable for any legal or recovery actions resulting from erroneous, inaccurate, or inadequate CBMS controlled notices to Colorado Works households. The State will hold counties harmless, and will not take recovery action against a county for any claim, including a legal claim that is defined as a CBMS system caused error. This hold harmless provision does not apply to any errors, claims or issues caused by a county's inaccurate data entry into the system, the county's failure to follow clear, reasonable, and lawful instructions, or failure to follow program rules formally adopted by the State Board of Human Services. This hold harmless provision does apply to CBMS training and data entry rules and/or any rules that are part of the CBMS rules engine.

- d) CDHS will develop and provide CBMS training for Works Program staff as required by CRS 26-2-712(7) (training is available and provided by the Colorado Department of Healthcare Policy & Financing and CDHS); and
- e) The amount identified for a county's level of spending shall be identified annually in the Allocation Agency Letter as required by CRS 26-2-712 and pursuant to CRS § 26-2-715.

6. SANCTIONS

- a) Subject to limitations set forth herein, including those contained in paragraph 5(c) herein, if CDHS is subject to a federal sanction, CDHS may impose sanctions pursuant to this MOU. Regardless of whether CDHS is subject to any federal sanction, CDHS may develop a remediation plan, as provided in this MOU, if, during the term of this MOU, the County engages in any of the following actions:

- i. Misusing federal or state Works Program or Child Care Program funds, including receipts or recoveries that are not reported, where a federal or state law or regulation enacted before the use of the funds requires the funds to be spent in a different way. County Works Program and Child Care Program funds that are misused will not qualify toward meeting the County maintenance of effort or County share requirements.
 - ii. Failing to satisfy work participation rates as contained in this MOU and/or failing to meet other negotiated performance measures within a negotiated time frame.
 - iii. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan.
 - iv. Failing to comply with any other provision of the Colorado Works Program if such failure causes CDHS to incur a federal fiscal sanction.
- b) In any case where CDHS is considering a sanction or remediation plan for the County due to the County's failure to achieve its work participation rate or other agreed-upon performance measure, CDHS will first follow the procedures for determining whether the County made a good faith effort to achieve its work participation rate or other agreed-upon performance measure. In making its determination, CDHS, without limitation, shall consider documentation of the following:
- i. Implementation of an effective process for moving clients through programs and resources to obtain and maintain employment using the full range of countable federal work activities;
 - ii. Implementation of a County procedure for encouraging participation at the required number of hours, such as incentives for meeting individual responsibility contract (IRC) hour commitments, an assessment and an IRC for all Works Program participants;

- iii. Accurate and timely data entry in CBMS for all Works program participants, including proper coding and work participation data tracking, and any other documentation which may demonstrate a good faith effort;
 - iv. County identification of problems in performance and implementation of an action plan to improve performance;
 - v. The operational capacity of CBMS. The County will be held harmless for any CBMS programming irregularities, missing or incomplete functionality necessary to support work programs and work participation documentation and/or implementation problems attributed to CDHS that affects documentation for work participation.
- c) CDHS will not sanction or develop a remediation plan for the County's failure to meet its performance measure(s) unless it was determined that the County did not make a reasonable and good faith effort towards meeting its performance measure(s). The process for a sanction (fiscal or non-fiscal) against the County by CDHS will be as follows:
- i. CDHS will provide the County thirty (30) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Any corrective action contained in the notice shall be specific to the action giving rise to the sanction, and shall not extend beyond such violation. Upon receiving such notice, the County has thirty (30) days to contest, explain, offer evidence of mitigating factors, and/or submit a corrective action plan to correct the alleged failure before CDHS imposes the sanction. CDHS shall allow the County corrective action plan to be implemented unless it is manifestly insufficient.

- ii. If the County corrective action plan does not rectify the performance problem, CDHS will negotiate a remediation corrective action plan (RCAP) with the board of county commissioners within thirty (30) days of CDHS' determination that the County corrective action plan has failed, in an effort to further the mutual goal of the successful operation of MOU-related programs. The RCAP shall be agreed to within thirty (30) days of failure of the corrective action plan specified herein. If the RCAP includes deployment of fiscal resources, the County will determine the source of such resources. The County's utilization of financial resources does not necessarily constitute fiscal sanction as contemplated by CRS § 26-2-716(4)(b) and the amount of the fiscal resources committed shall be mutually agreed upon, adequate to meaningfully attempt to correct the performance problem.
 - iii. If the County fails to correct the action, and a sanction is imposed, the amount cannot be greater than that imposed by the federal government, and cannot exceed the amount expended by CDHS as a result of the County's failure to meet its obligation. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations, the County will only be sanctioned for its share of the sanction.
 - iv. CDHS agrees to provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that relate to the sanction process.
- c) If the County continues to deliberately or consistently fail to meet its obligation specified in this MOU, CDHS, at its sole discretion, may do the following:

- i. CDHS (or its duly designated agent) may assume the County's administration and implementation of the Works Program and the Child Care Program. In that event, CDHS will provide the County thirty (30) days written notice before assuming these duties. Upon receiving such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before the Department assumes the duties.
- ii. CDHS may allocate the amount of moneys that are provided to the County as part of the County's block grant for the purpose of its administration and implementation of the Works Program in accordance with the formulas described in CRS 26-2-714.
- iii. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717.

5. DISCRETIONARY MATTERS

The parties agree that all portions of Part 7 of Article 2 of Title 26, C.R.S., and Part 8 of Article 2 of Title 26, C.R.S. that grant discretion to either party regarding the administration of the Works or Child Care Programs in the County will not be affected by the execution of this MOU.

6. SEVERABILITY

To the extent that this MOU is executed, and 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 breach of term herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

7. INTEGRATION OF UNDERSTANDING

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

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

8. NO THIRD PARTY BENEFICIARY

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

9. DISPUTE RESOLUTION

Prior to the execution of this document, if the parties are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU, either party may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715(3).

Subsequent to the execution of this document, both parties will work in good faith to resolve a dispute arising from any provision of this executed MOU. If the parties are

unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties:

- a) Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party by certified mail. Decision by the Governor or his appointed third-party is non-binding.
- b) Mediation by a dispute resolution panel, to consist of one County-designated member, one CDHS-designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees, and will share equally in any fees paid to panel members. The panel's decision will be made by a majority vote of its members, and is non-binding.
- c) Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715(3) concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.

None of these options will be a jurisdictional prerequisite to legal action by either party.

REGGIE BICHA
STATE OF COLORADO
DEPARTMENT OF HUMAN SERVICES

Executive Director

COUNTY OF Fremont COLORADO,

by and through the BOARD OF COUNTY COMMISSIONERS



Chairman

ATTEST:

_____ County Clerk to the Board

DATE: _____

AGREEMENT FOR LEGAL SERVICES—2014

THIS AGREEMENT made and entered into this date by and between THE FREMONT COUNTY DEPARTMENT OF HUMAN SERVICES, hereinafter designated as "Department," and ROCCO F. MECONI, P. C., hereinafter designated as "Law Firm."

WITNESSETH:

WHEREAS, Department desires to use and retain the professional services of Law Firm for other than the Colorado Child Support Program; and

WHEREAS, the parties desire to agree on the services to be performed and compensation to be paid for such services;

NOW, THEREFORE, IT IS AGREED:

1. Duties of Law Firm. Law Firm shall:

a. Represent Department in all juvenile proceedings, including, but not limited to, dependent and neglect proceedings and child relinquishment proceedings, attendance at Drug Court, EPP Court and attendance at Juvenile Delinquency hearings as requested by Department;

b. Represent Department in all juvenile and child protective proceedings that, in the opinion of the Department's director, or his designee, require legal representation;

c. Represent Department at all administrative hearings relating to dependency & neglect proceedings;

d. Advise and represent Department concerning adult protective services matters, to include representation of the Department concerning adult protective services matters, to include representation of Department before the district court in and for the County of Fremont sitting in probate and guardianship proceedings;

e. Advise and represent Department in other matters as requested by Department, the Board of County Commissioners sitting as the Board of Social Services or the county attorney; and

f. Represent Department, its director or designated employees, in other matters incidental to the Department's operations.

2. Extended Activities. Law firm will provide no services to Department in connection with its Colorado Child Support Program under this agreement but may contract to do so by separate contract.

3. Compensation. The Department shall pay said Law Firm monthly, after Law Firm submits reasonably requested billing information. If billing submitted by the 20th of the month, payment shall be made that month, if received after the 20th, it shall be paid the following month.

a. "Capped" expenses. The parties understand that litigation expenses are difficult to predict with any degree of accuracy and are not reasonably controllable given the Department's statutory duties vis-à-vis the protection of children. By the same token some of the duties to be undertaken by Law Firm are discretionary and may be controlled. Examples of such non-litigation or non-administrative duties include, but are not limited to, training of Department's staff, including caseworkers, general advise on contract issues or interpretation of law, and reviewing or writing Department's policies and procedures. Additionally the parties believe it to be desirable to encourage Department's employees to seek legal advice from Law Firm and to not be discouraged from doing so for fear of the cost involved. Therefore the parties believe it advisable to enter into a retainer basis for non-litigation and non-administrative hearing matters.

b. Litigation and Administrative Hearings. Law Firm will be compensated by Department for services performed by Law Firm in all matters involving litigation and administrative hearings, at the rate of \$100.00 per hour for attorney time, together with \$50.00 per hour for legal assistant time.

CHILD SUPPORT ENFORCEMENT PURCHASE OF LEGAL SERVICES AGREEMENT

How Agreement was procured:

1. {X} Competitive Sealed Bid or Competitive Negotiation
 2. { } Small Purchase, less than \$25,000
 3. { } Sole source (attach explanation)
 4. { } Public emergency (attach explanation)
-

This Agreement is executed as of 01/01/2014 by and between ROCCO F. MECONI, P.C. (hereinafter "Contractor") and the Fremont County Department of Human Services (hereinafter "Department"); This Agreement shall be in effect from 01/01/2014 through 12/31/2014 and shall not exceed twelve (12) months.

The Department, under Part D of Title IV of the Social Security Act, 45 CFR 92, 232, 301 through 307, and 26-13-101, et. seq., C.R.S., has been delegated responsibility for the development and implementation of a program to secure support and establish paternity for any person(s) eligible for IV-D services within the meaning of Federal regulations, and

The Department desires to enter into an agreement with the Contractor to: 1) assist the Department in providing the services necessary to establish paternity, establish support obligations, and secure support for any person(s) eligible for IV-D services within the meaning of Federal regulations, and 2) assist in other child support enforcement matters of common concern to the Department and the Contractor, and the Contractor desires to enter into such an agreement with the Department;

The Department and the Contractor therefore agree as follows:

1. Scope of Services

Services shall be provided by the Contractor to any person(s) eligible for IV-D services in compliance with Exhibit I "Scope of Services," hereby attached and incorporated by reference.

2. Personnel

The Contractor shall identify in Exhibit II "Computation of Personnel Costs for Services" all personnel by title who provide services pursuant to this agreement. Exhibit II is attached and incorporated by reference.

The addition or deletion of personnel listed in Exhibit II of this agreement must be accomplished by a memorandum with an updated Exhibit II submitted by the Contractor, within ten (10) days of any changes of positions, to the Department and subject to approval of the Executive Director, Colorado Department of Human Services, or designee. The new Exhibit II must comply with the requirements of this paragraph - two (2).

3. Payment

- a. Payment shall be made on the basis of Exhibit III, "Agreement Budget," hereby attached and incorporated by reference. The Agreement Budget shall establish the maximum reimbursement which will be paid from combined county and federal funds during the duration of this agreement.

- b. The Contractor shall submit an itemized monthly billing to the Department for all costs incurred pursuant to Exhibit I of this agreement in accordance with the rules and regulations of the Colorado Department of Human Services. The Contractor shall submit all itemized monthly billings to the Department prior to the sixth (6) day of the month following the month the cost was incurred. Billings must be signed by the Contractor.
 - c. Payments to the Contractor shall be made monthly by the Department upon receipt of such itemized billings as follows:
 - 1) **Personal Services** - Actual costs (wages or salaries and employee benefits) determined by multiplying the number of hours worked by the Attorney and his/her employees to provide services under this agreement by their actual hourly rates including employee benefits. For staff providing full-time services under the agreement current job descriptions of their responsibilities shall substantiate billings. For staff providing part-time services under the agreement, time sheets documenting all time used working on IV-D cases shall substantiate billings.
 - 2) **Travel** - Reimbursement for the Contractor and staff time spent in traveling shall be negotiated between the Contractor and the Department as described in Exhibit III. Costs shall be substantiated by records (such as bills, tickets, etc.) indicating the dates, purposes, destinations, and costs of such travel.
 - 3) **Training** - Reimbursement for the Contractor and staff for cost of and time spent in training shall be negotiated between the Contractor and the Department as described in Exhibit III. Costs shall be substantiated by records indicating the dates, training subjects, and costs of such training. In the event such training is made mandatory by the Department, such charges shall be reimbursed.
 - 4) **Specific actual expenses** - Other costs related to providing services under the agreement may include long distance telephone calls, genetic tests, polygraph tests, expert witness fees, transcripts, and services purchased from subcontractors. Costs shall be substantiated by records indicating the reasons and the dates of the charges.
 - d. Reimbursement of costs incurred pursuant to this agreement is expressly contingent upon the availability of federal funds to the Colorado Department of Human Services and the Department.
 - e. The Department shall not be billed for, and reimbursement shall not be made for, time involved in activities outside of those defined in Exhibit I.
4. Termination for Convenience or for Cause

This agreement may be terminated with or without cause by either party upon written notice of at least thirty (30) days, and if the termination is for cause the notice shall cite the reason(s) for termination. Upon such termination, the Contractor shall furnish to the Department, as property of the Department, all property, records and pertinent information which the Department provided under this agreement. Upon receipt of said items, the Department shall pay the Contractor for actual costs incurred through the date this agreement is terminated in accordance with section 3 "Payment" of this agreement.

5. Amendment

This agreement may be amended by mutual consent, provided that the amendment is written on Form CSE-4, properly executed and made a part of this agreement. All amendments are expressly made subject to the approval of the Executive Director, Colorado Department of Human Services, or designee; however, the State of Colorado, the Colorado Department of Human Services and the Executive Director, or designee, are not parties to this agreement.

6. Reports, Records, and Retention Periods

The Contractor shall maintain such records as are deemed necessary pursuant to the Colorado Department of Human Services' rules to assure a proper accounting for all costs and funds collected. These records shall be made available for audit purpose to the U.S. Department of Health and Human Services, the State Department, or the County Department, and shall be retained for three (3) years after the expiration of this agreement or after an audit is completed unless permission to destroy them is granted by the Colorado Department of Human Services. The Contractor shall submit financial, program progress and other reports as requested by the Department or the Colorado Department of Human Services.

7. Equipment Purchased with Federal, State and County Money

Title to all equipment acquired by the Contractor under this agreement at a cost of \$5000 or more for which the Contractor is reimbursed by the Department shall vest in the Department. Upon termination of this agreement, the Department may require the Contractor to deliver to the Department any such equipment acquired for the performance of this agreement.

8. Confidentiality

Information provided by the Department for purposes of this agreement shall be used only for the purpose intended and in accordance with federal and state laws and regulations.

9. Political Activities

None of the funds, materials, property, personnel or services contributed by the United States, the State of Colorado, the Colorado Department of Human Services or the Department under this agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office in a manner which would constitute a violation of five (5) U.S.C. Sections 1501 et. seq.

10. Safeguarding Information

The Contractor shall provide for the security of information collected pursuant to this agreement and as provided in the rules and regulations of the Colorado Department of Human Services. This includes protection of the confidentiality of all records, papers, documents, tapes and any other materials that have been or may hereafter be established which relate to this agreement.

11. Compliance with Applicable Laws

The Contractor shall at all times during the execution of this agreement strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. This includes, without limitation, Title IV-D of the Social Security Act (Title 45 Code of Federal Regulations), Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Education Amendments of 1972, and all regulations applicable to these laws prohibiting discrimination because of race, color, national origin, handicap, age, sex and religion.

The Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the

Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and the Contractor shall be liable for actual and consequential damages.

12. Studies and Investigations

All official reports of cases, recoveries, investigations, studies, etc., made as a result of this agreement shall acknowledge the support provided by the Department of Health and Human Services and the Colorado Department of Human Services.

13. Subcontracts

No subcontract shall be made by the Contractor with any other party for furnishing any services contracted for without the prior written consent and approval of the Department. For services provided under any subcontract, the Contractor shall be responsible for contract performance and compliance with the terms and conditions of this agreement. The Contractor shall select subcontractors on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this agreement.

14. Performance Standards/Independent Contractor

The Department and Contractor shall define standards of performance that will allow for an accurate display of the expected services being provided by the Contractor. In order to demonstrate that the Contractor is free from control and direction in the performance of the services under this contract and that the Contractor is customarily engaged in an independent trade, occupation, profession, or business related to the services performed pursuant to this Contract, the parties to this agreement acknowledge the following: The standards are agreed upon expectations and are not to be construed as control and direction from the Department, but, rather, as an understanding of the anticipated performance of the Contractor. Performance standards shall be provided pursuant to Exhibit IV "Performance Standards," hereby attached and incorporated by reference.

15. Responsibility for Conduct of Individuals

The Contractor is solely responsible for the conduct of individuals employed by and under the direct supervision or control of the Contractor, as identified in Exhibit II, "Computation of Personnel Costs for Services." Governmental functions provided in support of the child support enforcement program by individuals other than those identified in Exhibit II are not the responsibility of the Contractor except for acceptance or rejection of the work product of such individuals.

16. Federal Tax Information

- a. In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
 - 1) All work will be done under the supervision of the contractor or the contractor's employees.
 - 2) Any Federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
 - 3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

- 4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 6) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria -functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- 7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- 8) The contractor will maintain a list of employees' authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- 9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

b. Criminal/Civil Sanctions

- 1) Each officer or employee or any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 2) Each officer or employee or any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect

to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

- 3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

c. Inspection

- 1) The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

17. Special Attorney

The Contractor or the Department may determine that the Contractor has a conflict of interest which will prevent the Contractor from fulfilling or completing all the terms of this agreement. Upon such a determination, the Department is authorized to hire a "special" attorney to fulfill and complete such duties. The special attorney shall be given and act under the same powers as the Contractor hired under this agreement. The special attorney shall receive payment for services from the Contractor under the terms of this agreement with the requirement that the Department reimburse the Contractor for the expense.

18. Attorney Appearance

To the extent reasonable and practicable, and consistent with applicable state regulations, the Contractor agrees to appear in proceedings before the courts of his county on behalf of other County Departments when authorized by the Department.

The Department and Contractor have therefore caused this agreement to be executed by their respective officers duly authorized to do so.

This agreement is expressly made subject to the approval of the Executive Director, Colorado Department of Human Services, or his/her designee; however, the State of Colorado, the Colorado Department of Human Services, the Executive Director, or his/her designee, are not parties to this agreement.

Robt J. Min 12-6-13
Contractor Date

[Signature]
County Director Date

Contractor Information:

Name:
ROCCO F. MECONI, P.C.

Edward G. Gordon 12/21/13
Member, County Board of Commissioners Date

Address:
P.O. BOX 1540
CANON CITY, CO 81215-1540

Tina Dwyer 12-31-13
Member, County Board of Commissioners Date

Telephone Number:
(719) 275-7551

Delphine Bell 12-31-13
Member, County Board of Commissioners Date

Fax Number:
(719) 275-8879

Member, County Board of Commissioners Date

Email Address:
RM24@BRESNAN.NET

Member, County Board of Commissioners Date

If the Board of County Commissioners resolves to empower the Chairperson of the Board of County Commissions to enter into this agreement for the County Commissioners, then a copy of the Board's resolution to do so must be attached.

**EXHIBIT I
SCOPE OF SERVICES**

Services which may be included in Purchase of Legal Services Agreements:

- A. {X} PARENTAGE DETERMINATION - activities related to determining the parentage of dependent children.
- B. {X} ESTABLISHMENT OF THE LEGAL OBLIGATION TO SUPPORT - activities related to determining a non-custodial parent's legal obligation, both financially and medically, to support his or her dependent children, including paternity determination when necessary and modification of court orders when appropriate.
- C. {X} ESTABLISHMENT OF THE AMOUNT OF SUPPORT - activities related to determining a non-custodial parent's support obligation, including methods and terms of payment.
- D. {X} UNREIMBURSED PUBLIC ASSISTANCE - activities related to establishing and collecting unreimbursed public assistance owed to the State of Colorado.
- E. {X} UIFSA (Colorado Initiating) - activities related to the initiation of child support enforcement reciprocal support actions.
- F. {X} UIFSA (Colorado Responding) - activities related to the processing of child support enforcement reciprocal support actions initiated by other jurisdictions.
- G. {X} ENFORCEMENT - activities to enforce the collection of support including, but not limited to, obtaining wage assignments, obtaining judgments, executing post-judgment remedies (such as continuing wage garnishments, and property liens).
- H. {X} REPORTING - activities related to providing statistical fiscal, and other records necessary for reporting and accountability as required by the State Department and U.S. Department of Health and Human Services.
- I. {X} FINANCIAL ASSESSMENT - activities related to determining a non-custodial parent's ability to provide support.
- J. {X} INVESTIGATION - activities related to investigation necessary to accomplish child support enforcement functions.

**EXHIBIT II
COMPUTATION OF PERSONNEL COSTS FOR SERVICES**

A. Supervisor

List the name and official title of the person who will set personnel policies, appoint new employees and will otherwise exercise supervisory authority for services to be provided under this agreement. Also include his/her actual hourly rate including employee benefits, estimated number of his/her hours to be charged under this agreement, and estimated expense. (Does not apply to non-legal services).

<u>Name and Title</u>	<u>Actual Hourly Rate</u>	<u>Estimated Hours</u>	<u>Estimated Expenses</u>
Rocco F. Meconi, Attorney	\$100.00		

B. Personnel

List the name and official title of all personnel who will be providing services under this agreement. Also list his/her actual hourly rate including employee benefits, estimated number of his/her hours to be charged under this agreement, and estimated expense. (Does not apply to non-legal services).

<u>Name and Title</u>	<u>Actual Hourly Rate</u>	<u>Estimated Hours</u>	<u>Estimated Expenses</u>
Rocco F. Meconi, Attorney	\$100.00		
Cheryl Stewart, Legal Assistant	\$ 50.00		
Mary Campbell, Legal Assistant	\$ 50.00		
Thomas Piltingsrud, Legal Asst	\$ 50.00		
		70 hours @ \$50.00 per hour	\$ 3,500.00
		265 hours @ \$100.00 per hour	26,500.00
TOTAL		392 hours	30,000.00

C. Total Personnel Expenses
(Transfer this total to Exhibit III, Line 1.)

\$30,000.00

**EXHIBIT III
AGREEMENT BUDGET**

FOR PERIOD OF 01/01/2014 THROUGH 12/31/2014

1.	Personnel Expenses, including employee benefits. (From Exhibit II - C)	\$30,000.00
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TOTAL EXPENSES		\$30,000.00
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**EXHIBIT IV
PERFORMANCE STANDARDS**

List standards of performance that will allow for an accurate evaluation of the services being provided by the Contractor.

1. All IV-D functions must be performed in accordance with the approved State Plan and all relevant Federal and State legislation and regulations.
2. Work will be generated by case referral, using attorney referral forms. No work will be performed on a case unless the case is referred either in writing or verbally from the Child Support Unit. If the Contractor receives phone calls or correspondence for which no referral from the Fremont County Child Support Unit exists, contact must be made with said unit before any work is performed.
3. The Contractor represents the People of the State of Colorado and is contracted for specific work by Fremont County Department of Human Services. Contractor may have direct client contact when deemed necessary and appropriate. If deemed necessary the Contractor will first confer with the Child Support Unit. If Fremont Social Services believes such client contact is not necessary it may disallow reimbursement for such expenditures. The decision of the Department will be final.
4. The Contractor will provide three copies of each order drawn by said Contractor to Fremont County Child Support Unit.
5. The Contractor will inform Fremont County Child Support Unit in advance of all court hearings obtained by the Contractor.
6. The terms of all orders reached through agreement with absent parents or other attorneys will be approved by Fremont County Child Support Unit before final signature. This section does not pertain to standard orders resulting from court hearing. Agreements shall be made in accordance with paragraph #2.
7. An hourly rate of \$50.00 will be charged for travel time for required meetings. Actual meeting time will be charged at \$100.00 per hour for required meetings. For any meetings that are attended on a voluntary basis and which provide CLE credits no charge will be assessed.
8. Meetings will be held between the Contractor and the Fremont County Child Support representatives, reasonably or upon request of either party to discuss unusual cases, adverse legal rulings, office procedures, etc.
9. In the event of a conflict, prior approval will be obtained for use of any backup attorney if the backup attorney changes after the initial contract.
10. Cases received in the attorneys office will initially be reviewed any appropriate action needed will begin within a reasonable time period. All cases referred will be reviewed at least three days prior to the court hearing for all appropriate documentation. Contact will be made with Fremont County Child Support Unit at least three days prior to the court hearing for any additional information needed. If the Fremont County Child Support Unit requires a written response or legal advice, response will generally be made within ten working days.

11. The Contractor will be responsible for tracking expedited process time frames and insuring orders are obtained and due process to clients is followed according to time frames.

12. The Fremont County Department of Human Services shall have on file Volume VI of the Colorado Department of Human Resources and Colorado Revised Statutes pertaining to child support which is accessible to the Contractor to copy upon request.

13. All IV-D functions must be performed in accordance with the approved State Plan and all relevant Federal and State legislation and regulations.

DIRECTOR
Steven A. Clifton
Phone: (719) 275-2318
Fax: (719) 275-5206

FREMONT COUNTY
Department of Human Services
172 Justice Center Road
Canon City, Colorado 81212

COUNTY BOARD
Tim Payne Dist. 1
Debbie Bell Dist. 2
Edward H. Norden Dist. 3

HUMAN SERVICES RESOLUTION # 6

SERIES 2013

WHEREAS, the Fremont County Board of Commissioners acting in their capacity as the Fremont County Board of Social Services pursuant to C.R.S. 26-1-101 et. seq. do desire to elect officers for the Board of Social Services to serve for the calendar year 2014;

NOW, THEREFORE, BE IT RESOLVED that the Fremont County Board of Human Services has elected the following officers:

Chairman Commissioner Bell

Chairman Pro Tem Commissioner Payne

Treasurer Commissioner Norden

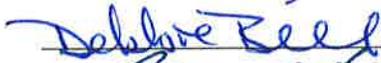
Commissioner NORDEN MOVED THE ADOPTION OF THE FOREGOING RESOLUTION;

SECOND, Commissioner PAYNE WHEREUPON THE FOLLOWING VOTE WAS TAKEN.

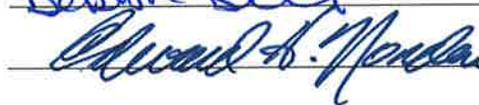
Commissioner Payne



Commissioner Bell



Commissioner Norden



The above resolution was duly adopted the 31st day of December, 2013.

DIRECTOR
Steven A. Clifton
Phone: (719) 275-2318
Fax: (719) 275-5206

FREMONT COUNTY

Department of Human Services

172 Justice Center Road
Canon City, Colorado 81212

COUNTY BOARD
Tim Payne Dist. 1
Debbie Bell Dist. 2
Edward H. Norden Dist. 3

HUMAN SERVICES RESOLUTION # 7

SERIES 2013

WHEREAS, the Fremont County Board of Commissioners acting in their capacity as the Fremont County Board of Social Services pursuant to C.R.S. 26-1-101 et. seq. do desire to establish a set meeting date, time and place for the Fremont County Board of Social Services;

NOW, THEREFORE, BE IT RESOLVED that, effective January 1, 2014, the Fremont County Board of Social Services will meet the last Tuesday of each and every month, at the hour of 2:30 P.M. in a designated conference room of the Fremont County Administration Building, 615 Macon, Canon City, Colorado with posting of the agendas, at least twenty-four (24) hours in advance, at the Fremont County Administration Building and the Fremont County Department of Human Service.

Commissioner BELL MOVED THE ADOPTION OF THE FOREGOING RESOLUTION;

SECOND, Commissioner PAYNE WHEREUPON THE FOLLOWING VOTE WAS TAKEN.

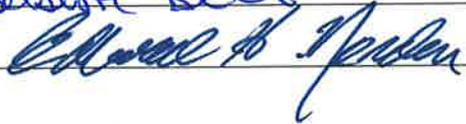
Commissioner Payne

Commissioner Bell

Commissioner Norden







The above resolution was duly adopted the 31st day of December, 2013.