

GARFIELD COUNTY

DEPARTMENT OF HUMAN SERVICES

BOARD OF HUMAN SERVICES REPORT

Monday, April 20, 2026

I. EFT/EBT Disbursement

For the month of March 2026 client and provider disbursements for allocated programs totaled \$368,183.84. Client benefits for Food Assistance and LEAP totaled \$711,840.08. Total EFT/EBT disbursements for March came to \$1,080,023.92.

A copy of the certification summary has been included in the Board packet, and the Department is requesting Board approval and signature.

II. Consideration and Approval of the Memorandum of Understanding (MOU) Amendment 3 Between The Colorado Department of Early Childhood and Garfield County Department of Human Services.

The Board of County Commissioners acting as the board for Garfield County Human Services, through this MOU agrees to the duties and responsibilities while working collaboratively to administer the Colorado Child Care Assistance Program. This amendment extends the contract by one year. The MOU extends from January 1, 2023 through June 30, 2027.

III. Program Reports

Program reports are attached for the Board's review.

Respectfully Submitted By

Sharon

Longhurst Pritt

Director

DHS

**GARFIELD COUNTY
DEPARTMENT OF HUMAN SERVICES**

This is to certify that the payments, as set forth below, are payments made on behalf of the respective programs opposite their names and totaling as indicated for the period so noted.

Disbursement Period: **March 2026**

Total EFT/EBT Disbursements: **\$1,080,023.92**

ALLOCATED PROGRAMS

ELIGIBILITY

Aid to Needy Disabled	5,423.99
Basic Cash Assistance - TANF	47,057.46
Child Care Assistance Program	192,304.57
Food Assistance Job Search - EF	341.54
Home Care Allowance	0.00
Old Age Pension	43,890.39
	<hr/> \$289,017.95

CHILD WELFARE

Child Welfare Related Child Care	2,128.50
Case Services	5,245.00
Core Services	17,736.83
Out of Home Placements	37,151.88
Subadopt and Relative Guardianship	16,903.68
	<hr/> \$79,165.89

NON-ALLOCATED PROGRAMS

Food Assistance and Benefits	694,251.74
Energy EBT (E-EBT)	1,345.39
LEAP	16,242.95
	<hr/> \$711,840.08

Signed:

Tom Jankovsky, BOCC Chairman Date
Garfield County Board of Human Services

Sharon Longhurst Pritt Digitally signed by Sharon Longhurst Pritt
Date: 2026.04.09 13:01:33 -06'00'

Sharon Longhurst-Pritt, DHS Director Date

Jade Flowers Digitally signed by Jade Flowers
Date: 2026.04.09 13:05:39 -06'00'

Jade Flowers, DHS Accounting Analyst Date

GARFIELD COUNTY
DEPARTMENT OF HUMAN SERVICES
PROGRAM EFT/EBT DISBURSEMENTS

2026	January	February	March	April	May	June	July	August	September	October	November	December	Average
Aid to Needy Disabled	5,301.07	5,248.83	5,423.99										5,324.63
Basic Cash Assistance - TANF	64,737.24	50,942.87	47,057.46										54,245.86
Child Care Assistance Program	207,361.97	184,694.88	192,304.57										194,787.14
Food Assistance Job Search- EF	600.00	549.00	341.54										496.85
Home Care Allowance	0.00	0.00	0.00										0.00
Old Age Pension	46,672.72	42,130.96	43,890.39										44,231.36
Child Welfare Related Childcare	792.53	1,616.10	2,128.50										1,512.38
Case Services	1,630.00	1,948.00	5,245.00										2,941.00
Core Services	17,760.59	18,850.82	17,736.83										18,116.08
Out of Home Placements	36,167.64	32,700.24	37,151.88										35,339.92
Subadopt and Relative Guardianship	18,678.36	18,798.36	16,903.68										18,126.80
Food Assistance and Benefits	728,949.41	722,529.96	694,251.74										715,243.70
Energy EBT (E-EBT)	469.92	1,075.23	1,345.39										963.51
LEAP	11,827.86	59,522.96	16,242.95										29,197.92
Total	1,140,949.31	1,140,608.21	1,080,023.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,120,527.15

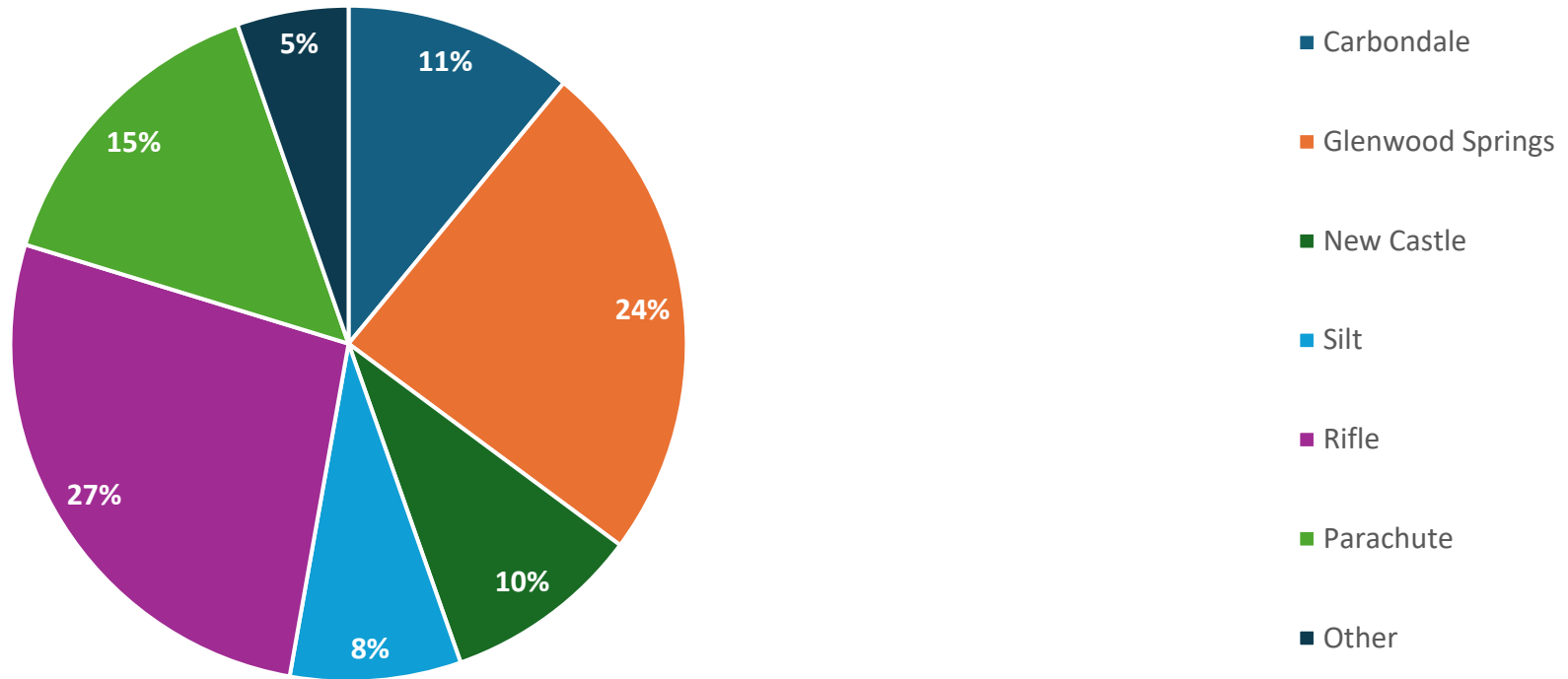
2025	January	February	March	April	May	June	July	August	September	October	November	December	Average
Aid to Needy Disabled	5,571.76	5,309.25	5,290.96	5,845.22	5,607.77	5,345.65	5,152.53	4,958.21	4,717.00	4,742.71	5,362.35	5,370.50	5,272.83
Basic Cash Assistance - TANF	84,200.14	72,814.84	63,347.11	85,167.16	69,366.55	55,447.73	43,697.84	54,729.30	48,366.14	61,768.39	54,247.97	58,796.53	62,662.48
Child Care Assistance Program	162,691.64	130,881.60	148,376.69	157,765.51	204,398.20	147,226.03	124,501.28	150,250.11	125,299.22	208,030.31	200,731.90	202,144.83	163,524.78
Food Assistance Job Search- EF	7,328.86	4,681.31	7,461.22	6,376.98	7,606.01	4,121.00	294.85	549.58	350.00	535.15	589.59	700.00	3,382.88
Home Care Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Old Age Pension	32,060.17	32,023.53	33,838.12	30,997.55	34,785.54	72,555.07	33,320.06	31,562.04	30,303.78	30,789.28	31,030.33	39,655.09	36,076.71
Child Welfare Related Childcare	4,286.18	6,224.05	1,736.81	3,177.55	4,126.17	5,371.29	3,920.30	6,691.80	5,347.81	6,239.22	-878.57	672.78	3,909.62
Case Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,770.00	0.00	147.50
Core Services	11,604.74	15,516.07	21,415.65	16,183.24	23,823.48	17,719.66	18,000.84	34,283.44	21,761.40	23,198.64	21,279.23	16,410.32	20,099.73
Out of Home Placements	79,112.11	79,813.97	79,698.36	89,021.37	62,879.48	56,852.22	51,856.98	57,887.66	32,540.94	28,222.20	34,397.81	38,438.67	57,560.15
Subadopt and Relative Guardianship	13,858.38	18,358.82	15,062.88	16,404.77	16,706.10	16,924.43	14,930.70	14,766.41	19,773.79	17,296.14	17,715.41	17,803.95	16,633.48
Food Assistance and Benefits	726,278.66	362,069.23	798,837.10	772,054.27	1,534,302.84	769,420.85	781,255.14	770,576.55	766,639.17	757,119.23	444,788.02	737,723.79	768,422.07
Energy EBT (E-EBT)	0.00	3,738.00	33,915.00	5,460.00	3,171.00	2,772.00	1,953.00	2,583.00	1,995.00	1,470.00	777.00	523.16	4,863.10
LEAP	15,740.11	72,262.35	11,475.07	11,821.61	8,321.68	105,565.36	0.00	0.00	0.00	0.00	41,135.66	19,593.08	35,739.37
Total	1,142,732.75	803,693.02	1,220,454.97	1,200,275.23	1,975,094.82	1,259,321.29	1,078,883.52	1,128,838.10	1,057,094.25	1,139,411.27	852,946.70	1,137,832.70	1,178,294.67

2024	January	February	March	April	May	June	July	August	September	October	November	December	Average
Aid to Needy Disabled	5,854.00	5,662.85	4,757.58	5,899.68	5,516.35	6,591.83	5,252.49	5,516.39	5,508.67	5,743.34	6,437.07	5,396.09	5,678.03
Basic Cash Assistance - TANF	58,830.18	58,097.09	62,673.16	67,088.37	84,782.63	63,263.42	65,374.08	70,148.03	71,601.15	85,432.22	71,864.89	54,019.03	67,764.52
Child Care Assistance Program	85,741.67	144,394.81	112,625.76	102,944.12	154,716.68	104,163.60	84,772.29	115,920.01	101,492.10	143,664.98	114,791.81	113,273.17	114,875.08
Food Assistance Job Search- EF	3,132.00	764.45	5,911.83	5,346.56	5,969.44	7,274.00	11,542.15	7,721.17	11,969.00	14,429.96	8,792.80	4,995.03	7,320.70
Home Care Allowance	0.00	0.00	0.00	-1,330.00	0.00	0.00	0.00	-1.04	0.00	0.00	0.00	0.00	-110.92
Old Age Pension	19,909.76	23,598.06	18,026.38	22,015.30	23,009.85	97,918.79	25,496.85	25,894.67	25,472.73	40,204.05	32,749.82	38,204.84	32,708.43
Child Welfare Related Childcare	1,123.41	720.31	1,727.41	2,821.86	3,361.76	2,766.30	3,453.63	4,328.80	2,432.10	3,528.60	5,463.99	4,028.16	2,979.69
Case Services	12,506.88	12,164.01	24,316.33	16,072.08	22,809.33	13,022.94	13,839.29	16,265.68	13,615.29	18,587.94	15,632.48	14,739.32	16,130.96
Out of Home Placements	36,843.30	33,740.80	32,731.57	43,499.57	48,215.01	44,935.81	51,148.59	61,872.99	60,050.16	48,512.36	54,607.16	53,197.63	47,446.25
Subadopt and Relative Guardianship	12,719.30	14,401.80	11,800.10	12,566.47	12,161.10	13,145.02	12,851.40	13,279.78	14,351.58	12,851.40	13,871.53	15,310.84	13,275.86
Food Assistance and Benefits	697,113.67	699,488.67	709,345.01	609,824.58	703,496.16	708,300.90	1,616,672.10	705,992.09	727,018.21	721,973.13	710,759.66	714,014.22	776,999.87
LEAP	23,021.38	93,347.83	25,431.16	16,043.16	16,621.81	3,143.13	0.00	0.00	0.00	0.00	41,613.91	20,283.90	29,938.29
Total	956,795.55	1,086,380.68	1,009,346.29	902,791.75	1,080,660.12	1,064,525.74	1,890,402.87	1,026,938.57	1,033,510.99	1,094,927.98	1,076,585.12	1,037,462.23	1,115,006.75

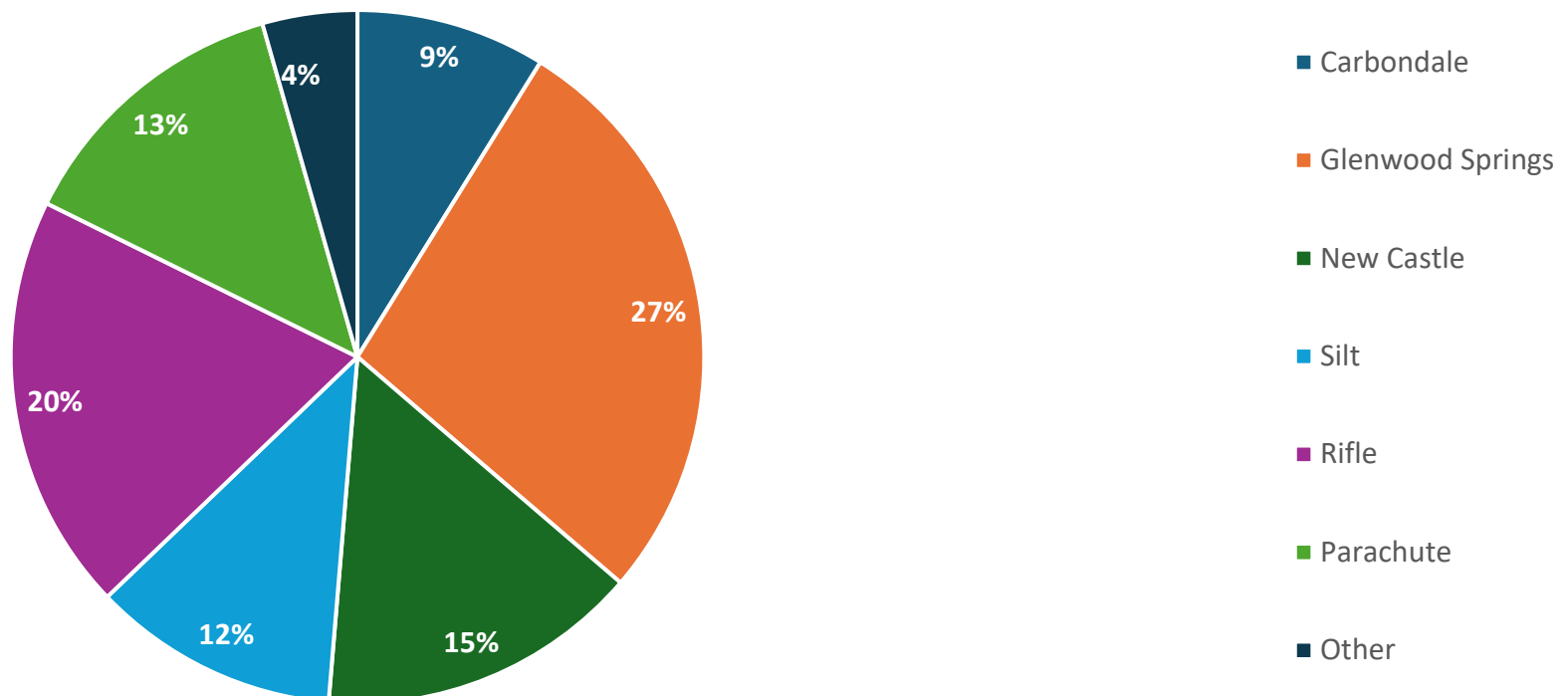
Economic Security

Program/Client Count/Excludes Basalt and DeBeque

Programs Per Household								
	Carbondale	Glenwood Springs	New Castle	Silt	Rifle	Parachute	Other	Total
Adult Financial	10	31	15	12	22	15	4	109
TANF/Co Works	3	13	4	4	21	19	0	64
Food Assistance	208	498	205	166	606	430	115	2228
Medical Assistance	792	1690	649	572	1838	914	373	6828
TOTAL	1013	2232	873	754	2487	1378	492	9229



Total Individuals								
	Carbondale	Glenwood Springs	New Castle	Silt	Rifle	Parachute	Other	TOTAL
Adult Financial	10	31	17	13	22	15	5	113
TANF/Co Works	8	31	9	9	59	59	11	186
Food Assistance	340	833	378	319	1211	921	0	4002
Medical Assistance	1303	2843	1190	1064	3611	1858	729	12598
TOTAL	1661	3738	1594	1405	4903	2853	745	16899



Medicaid Member Caseload by County
Colorado Department of Health Care Policy and Financing
Medicaid Caseload Without Retroactivity by County
Quarter Ending 02/28/2026

Age Group	Total Member Count by Age Group
Members Age 20 and Under (EPSDT)	503,416
Members Age 21 and Over	727,995
Total Members - All Ages	1,231,411

County	Members Age 20 and Under (EPSDT)	Members Age 21 and Over	Total Member Count (All Ages)
	Member Count by Age Group	Member Count by Age Group	
Adams	68922	77218	146140
Alamosa	2607	3781	6388
Arapahoe	63723	83736	147459
Archuleta	1321	1792	3113
Baca	491	651	1142
Bent	556	1073	1629
Boulder	16325	29881	46206
Broomfield	3226	4976	8202
Chaffee	1094	2338	3432
Cheyenne	231	275	506
Clear Creek	352	847	1199
Conejos	1092	1667	2759
Costilla	594	1225	1819
Crowley	432	848	1280
Custer	366	580	946
Delta	3016	4681	7697
Denver	72632	125739	198371
Dolores	203	325	528
Douglas	12736	17460	30196
Eagle	2861	3246	6107
El Paso	68403	93796	162199
Elbert	1434	1670	3104
Fremont	4148	7829	11977
Garfield	6127	6461	12588
Gilpin	283	664	947
Grand	625	991	1616
Gunnison	850	1535	2385
Hinsdale	56	85	141
Huerfano	707	1713	2420
Jackson	70	105	175
Jefferson	29037	51175	80212
Kiowa	215	243	458
Kit Carson	862	896	1758
La Plata	3778	6535	10313
Lake	606	797	1403
Larimer	22654	38838	61492

Medicaid Member Caseload by County
Colorado Department of Health Care Policy and Financing
Medicaid Caseload Without Retroactivity by County
Quarter Ending 02/28/2026

Las Animas	1604	3136	4740
Lincoln	554	751	1305
Logan	1926	2981	4907
Mesa	15867	23862	39729
Mineral	45	102	147
Moffat	1310	1683	2993
Montezuma	3344	5211	8555
Montrose	4522	6186	10708
Morgan	3954	4195	8149
Otero	2702	4193	6895
Ouray	183	394	577
Park	903	1840	2743
Phillips	417	554	971
Pitkin	338	762	1100
Prowers	1861	2488	4349
Pueblo	23685	38024	61709
Rio Blanco	528	639	1167
Rio Grande	1405	2310	3715
Routt	793	1392	2185
Saguache	919	1544	2463
San Juan	43	92	135
San Miguel	295	504	799
Sedgwick	217	404	621
Summit	1416	2101	3517
Teller	1633	2879	4512
Unknown			
Washington	523	632	1155
Weld	38489	42176	80665
Yuma	1305	1288	2593

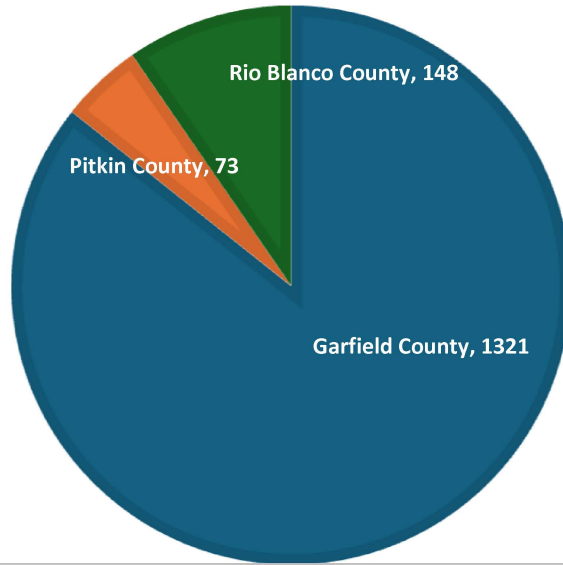
Source for all caseload data provided is the EDW table: Client Monthly Snapshot

*Data have been suppressed for the select counties with smaller populations per the Department's threshold rule to comply with HIPAA regulations

Colorado Department of Health Care Policy and Financing
Data Analysis Section

Child Support Services

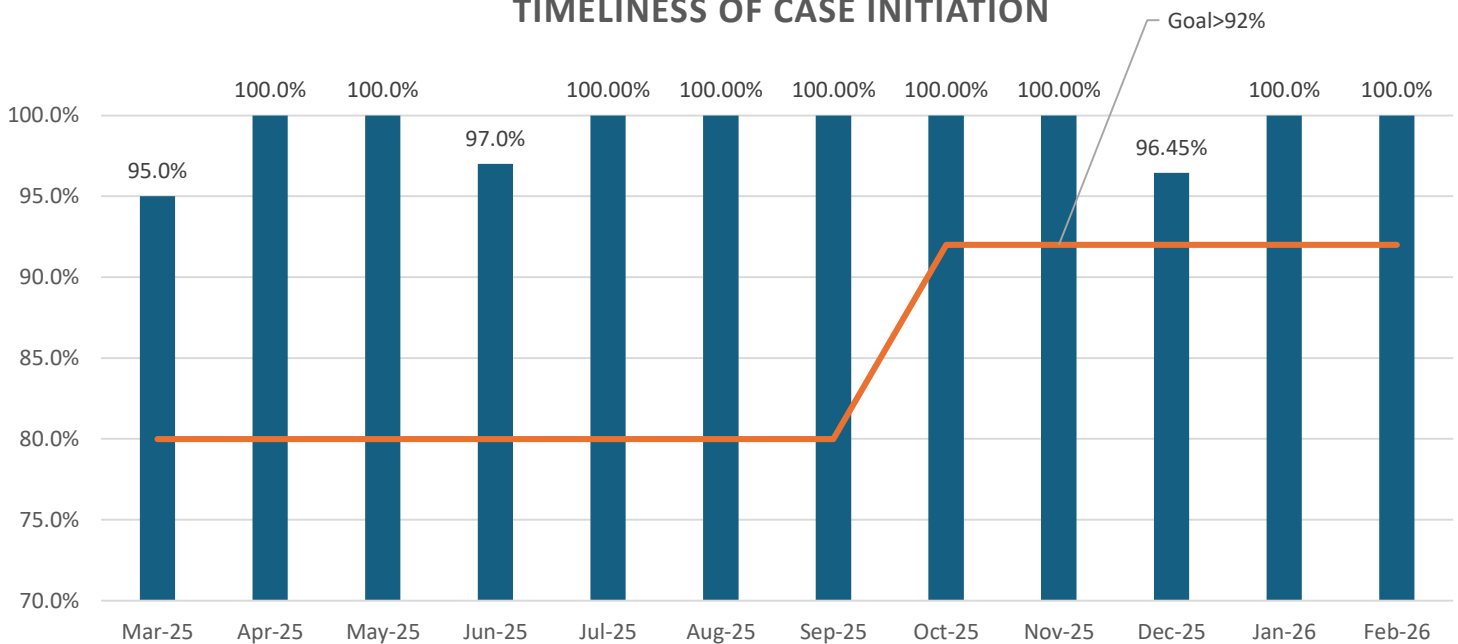
MARCH 2026



CASE INITIATIONS

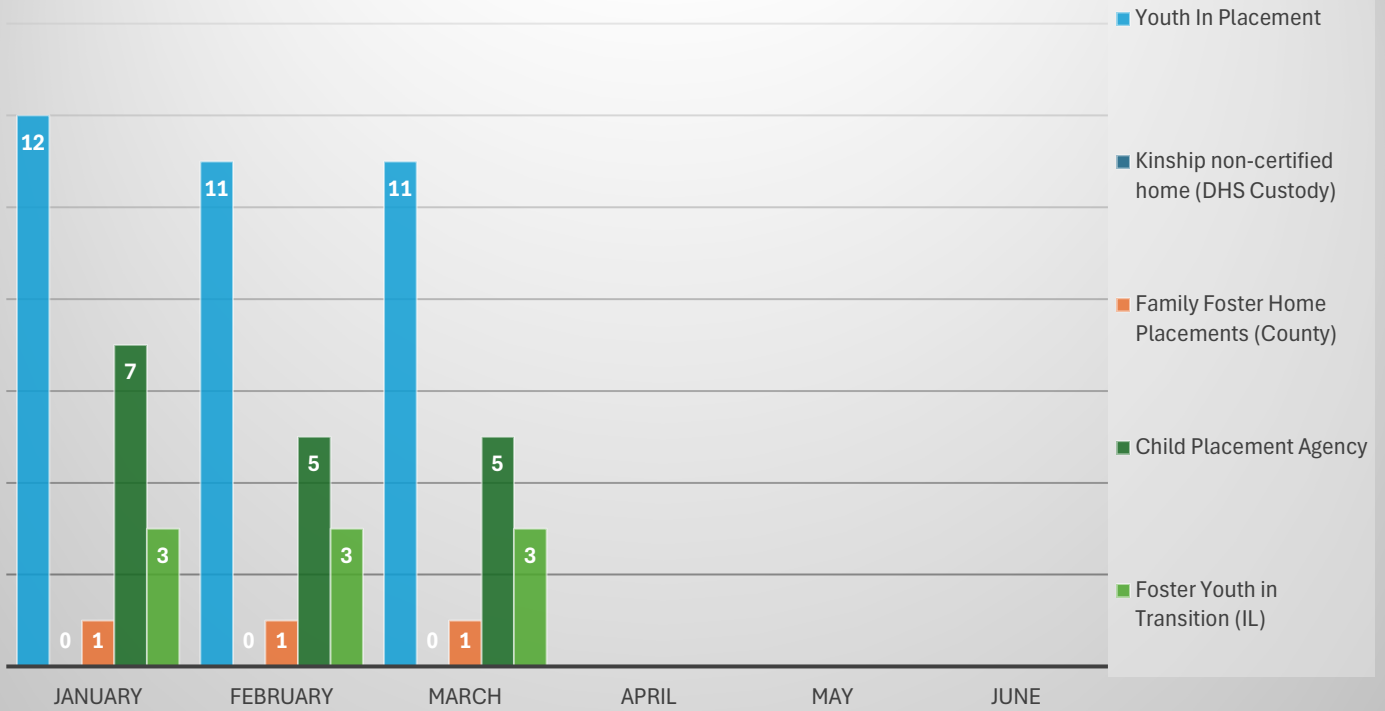


TIMELINESS OF CASE INITIATION

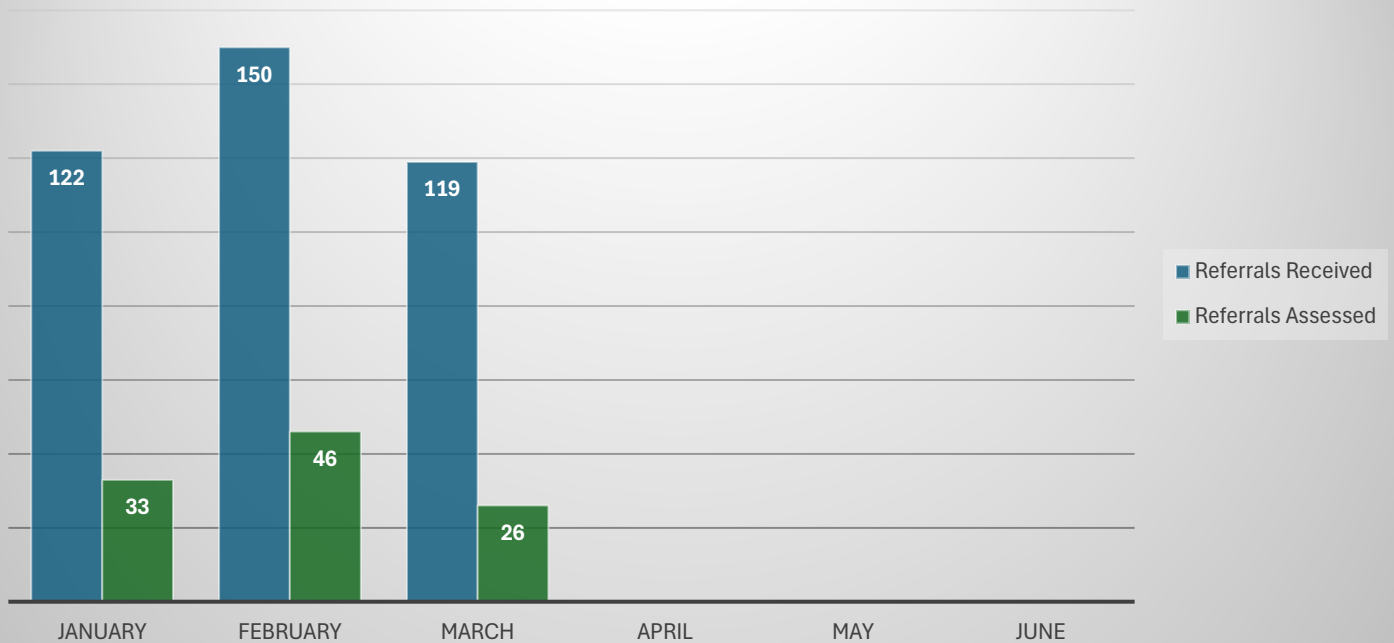


Child Welfare

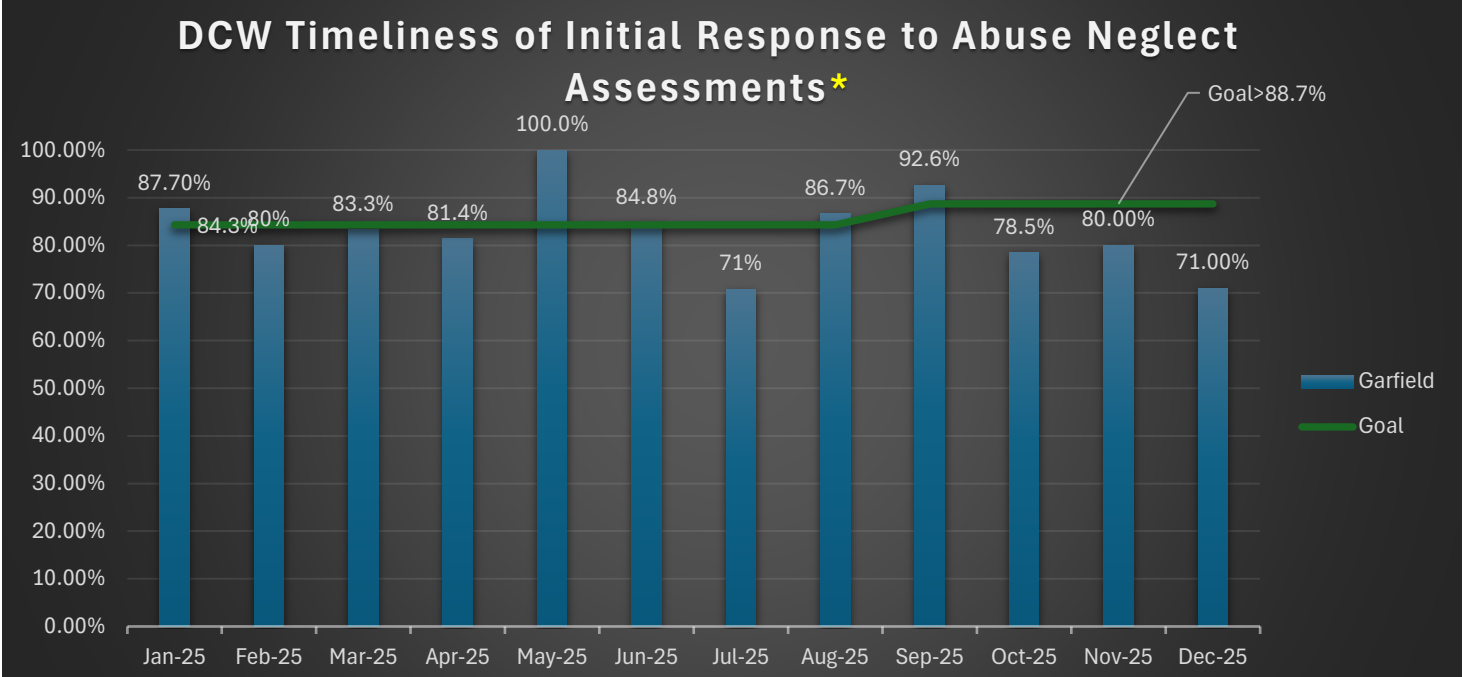
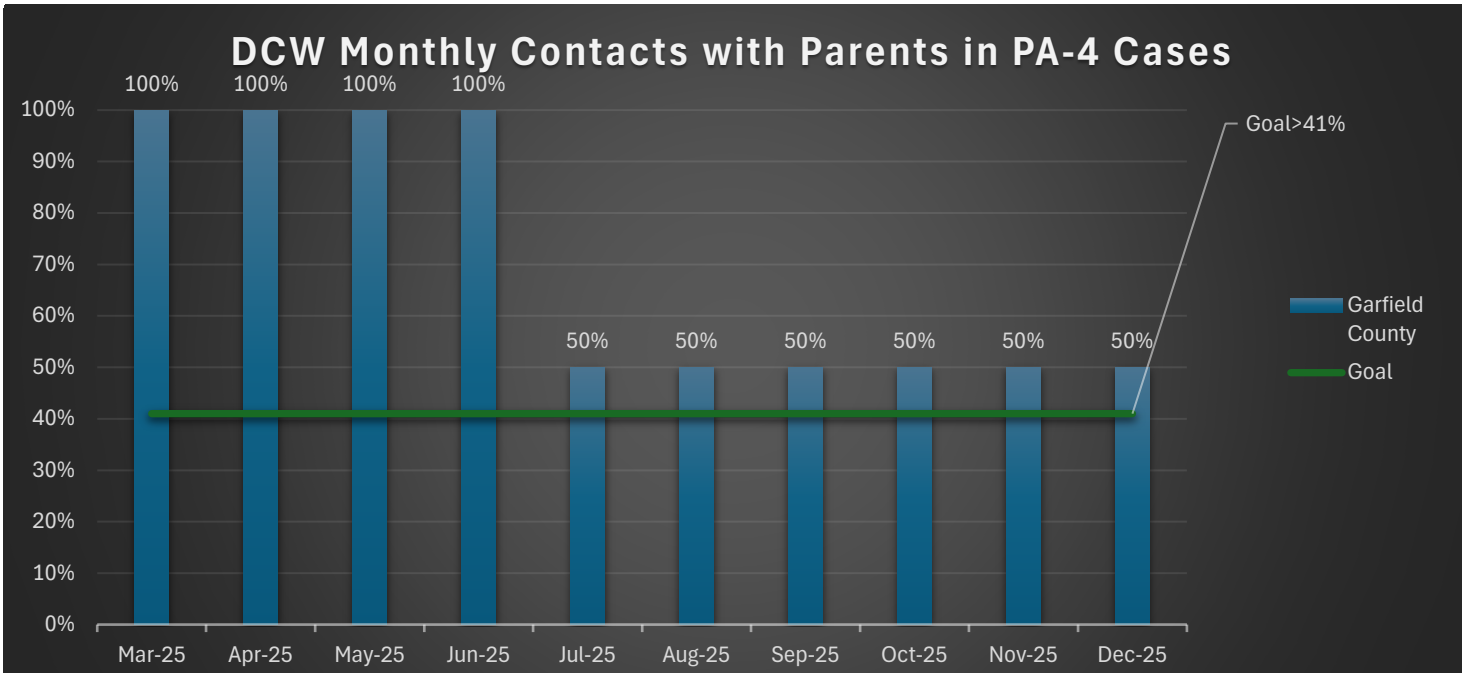
Types of Placements



Child Welfare Referrals Received & Assessed



COUNTY CSTAT MEASURES FOR SAFETY AND WELL BEING



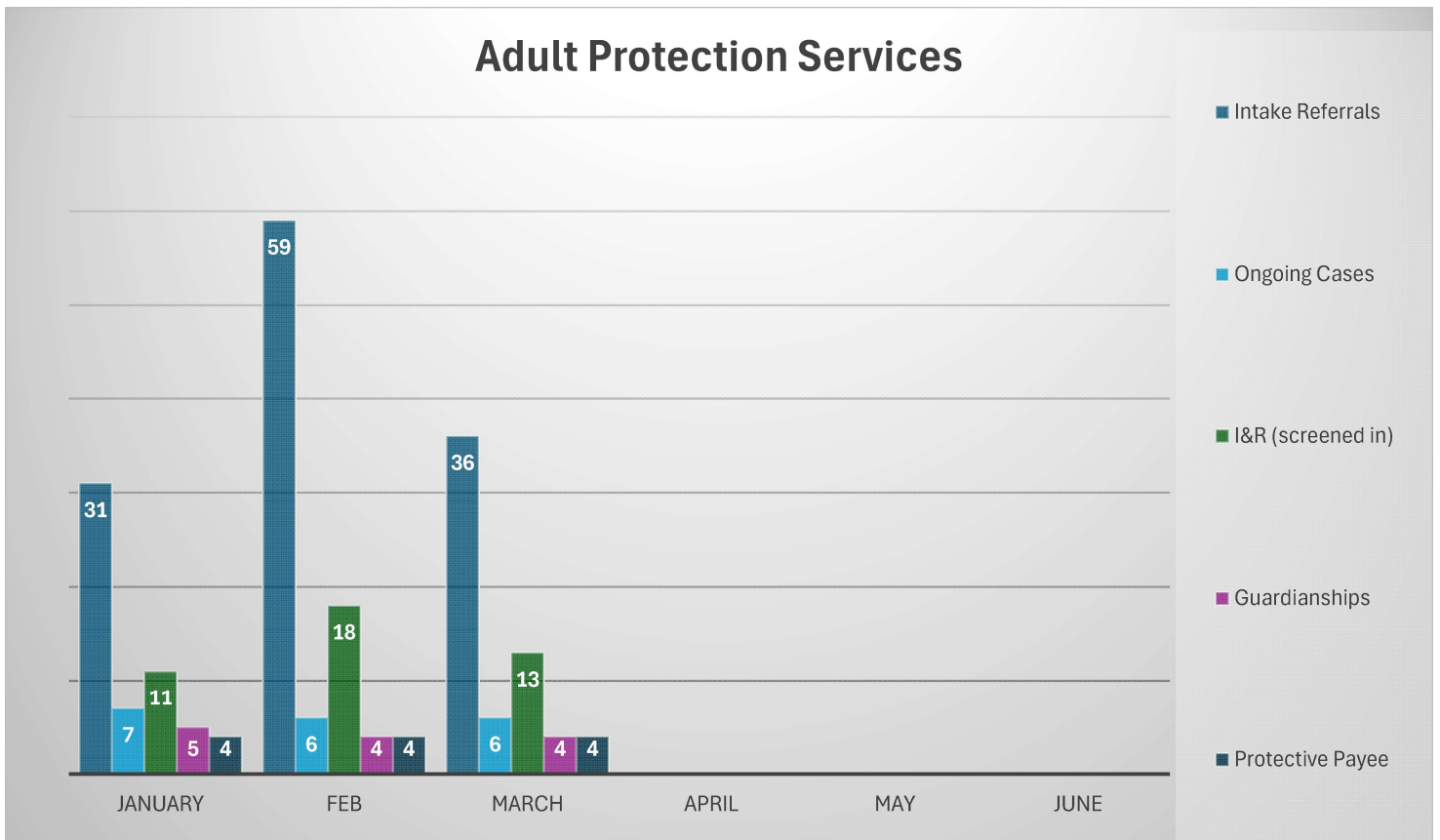
***DCW Timeliness of Initial Response to Abuse/Neglect Assessments: October through December operating with 33%-50% of Intake Caseworkers due to vacancies.**

DCW Family Engagement Meetings (FEM) at Reunification

*Our goal is $\geq 66\%$

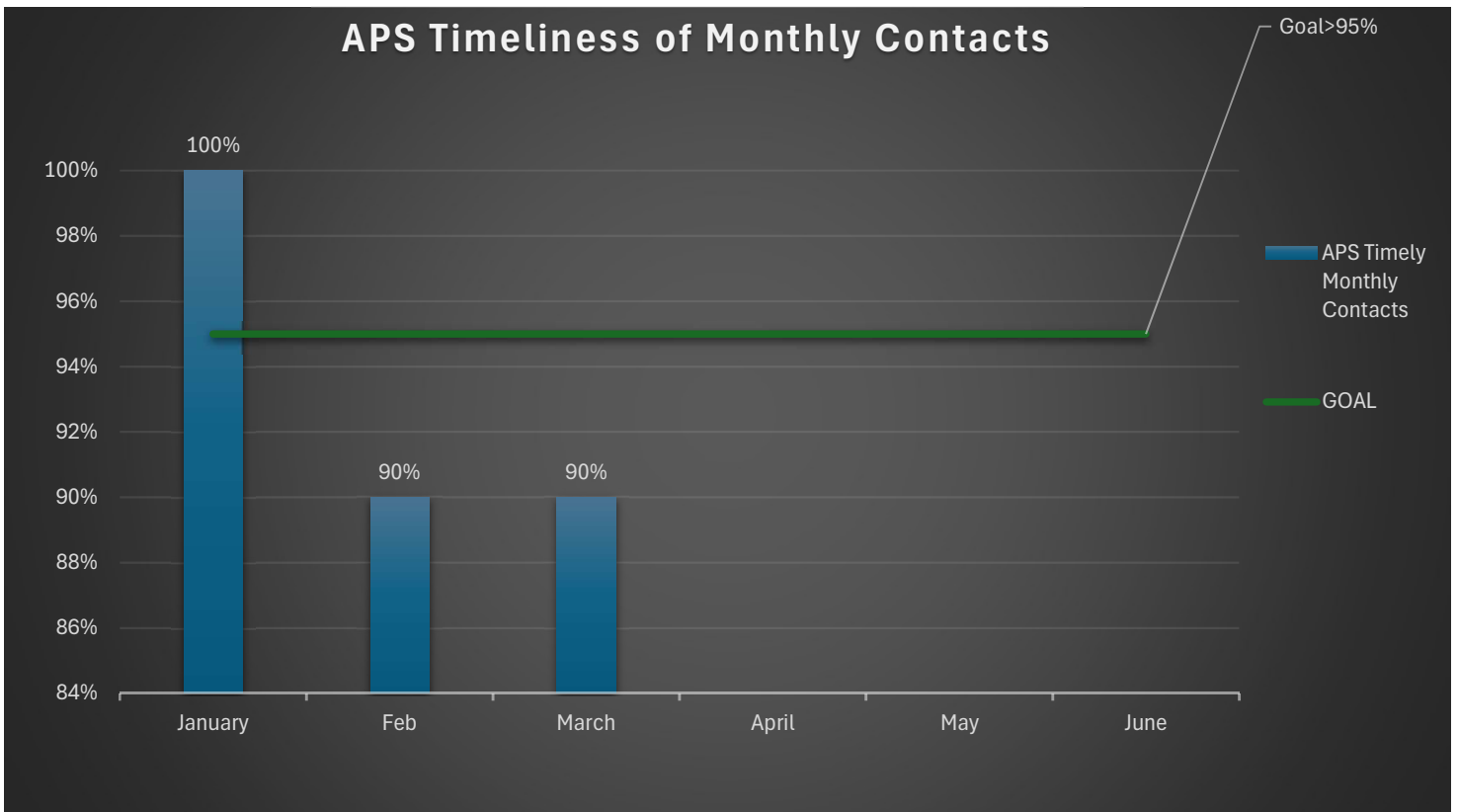
*For 2025 we averaged 87.5%

Adult Protection Services



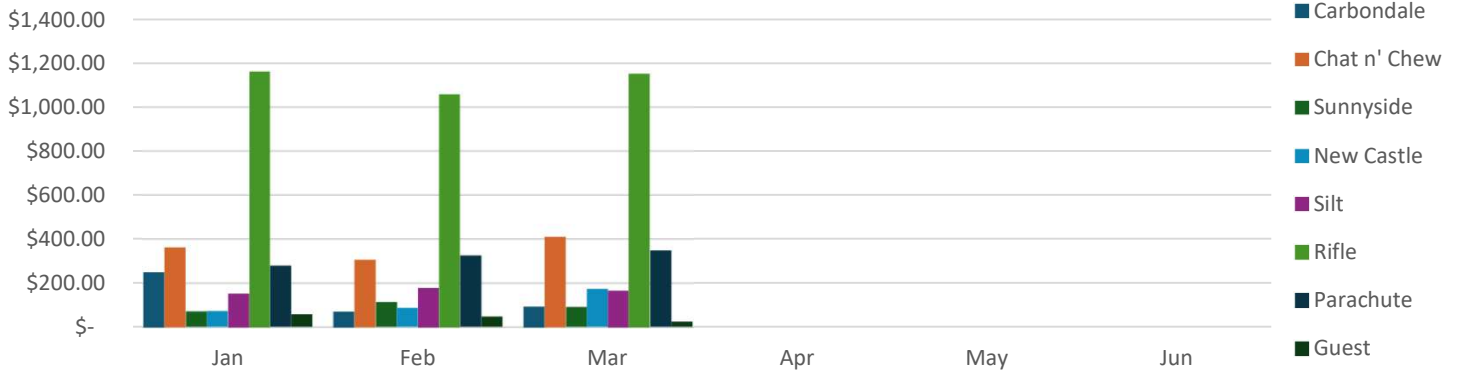
**Note: Guardianship & Protective Payee are subsets within the Ongoing Cases.*

COUNTY CSTAT MEASURES FOR SAFETY AND WELL BEING

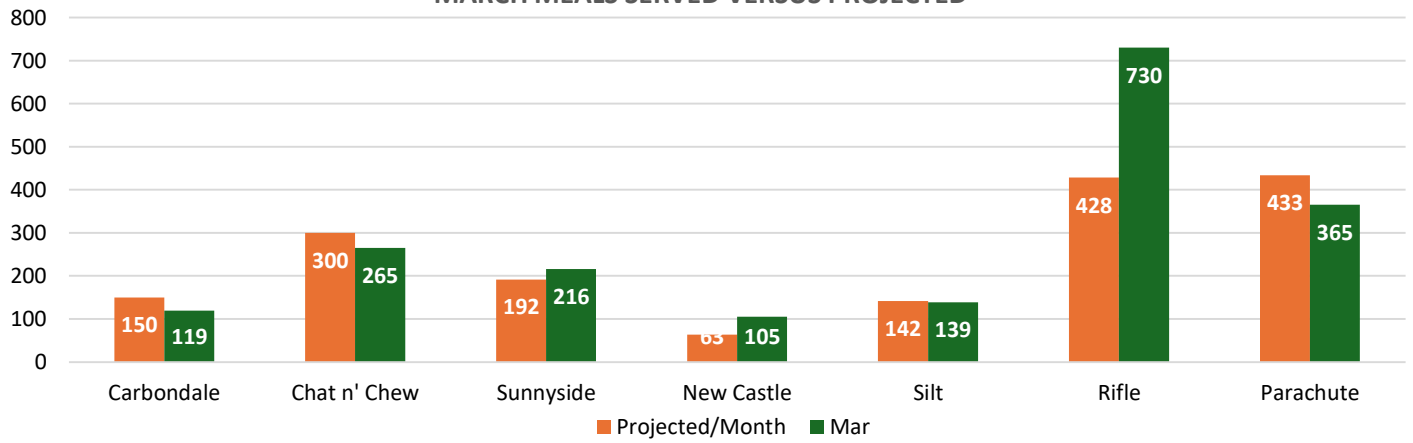


Older Adult Programs

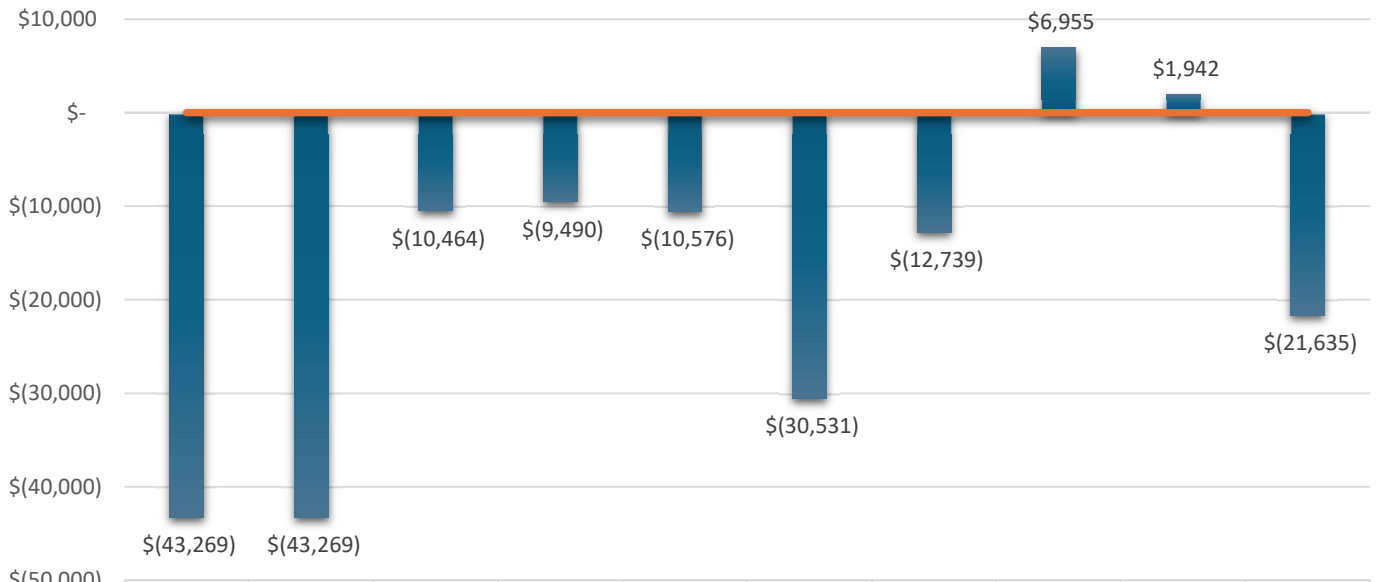
MONTHLY NUTRITION INCOME COMPARISON



MARCH MEALS SERVED VERSUS PROJECTED



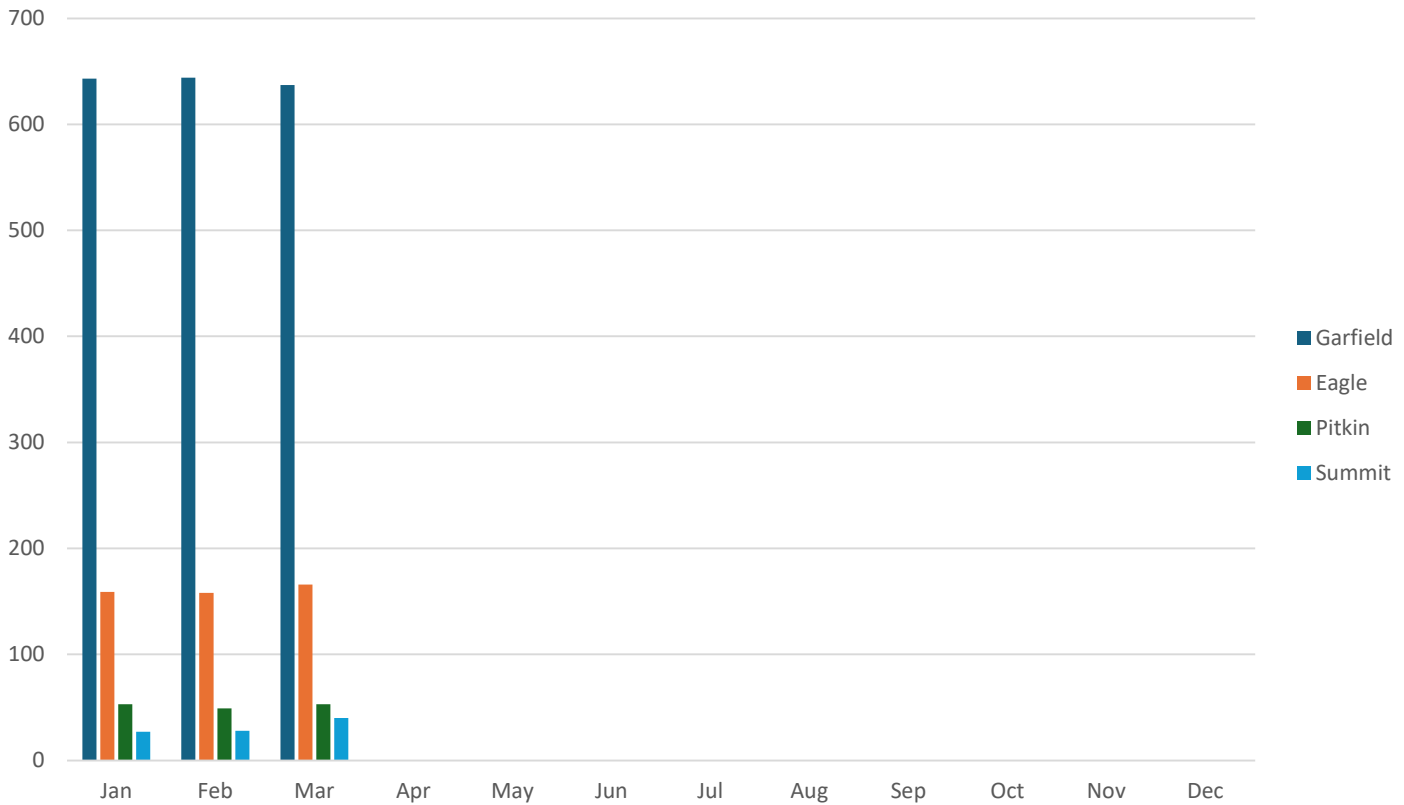
FEBRUARY TRAVELER COSTS ABOVE/BELOW BUDGET FORECAST



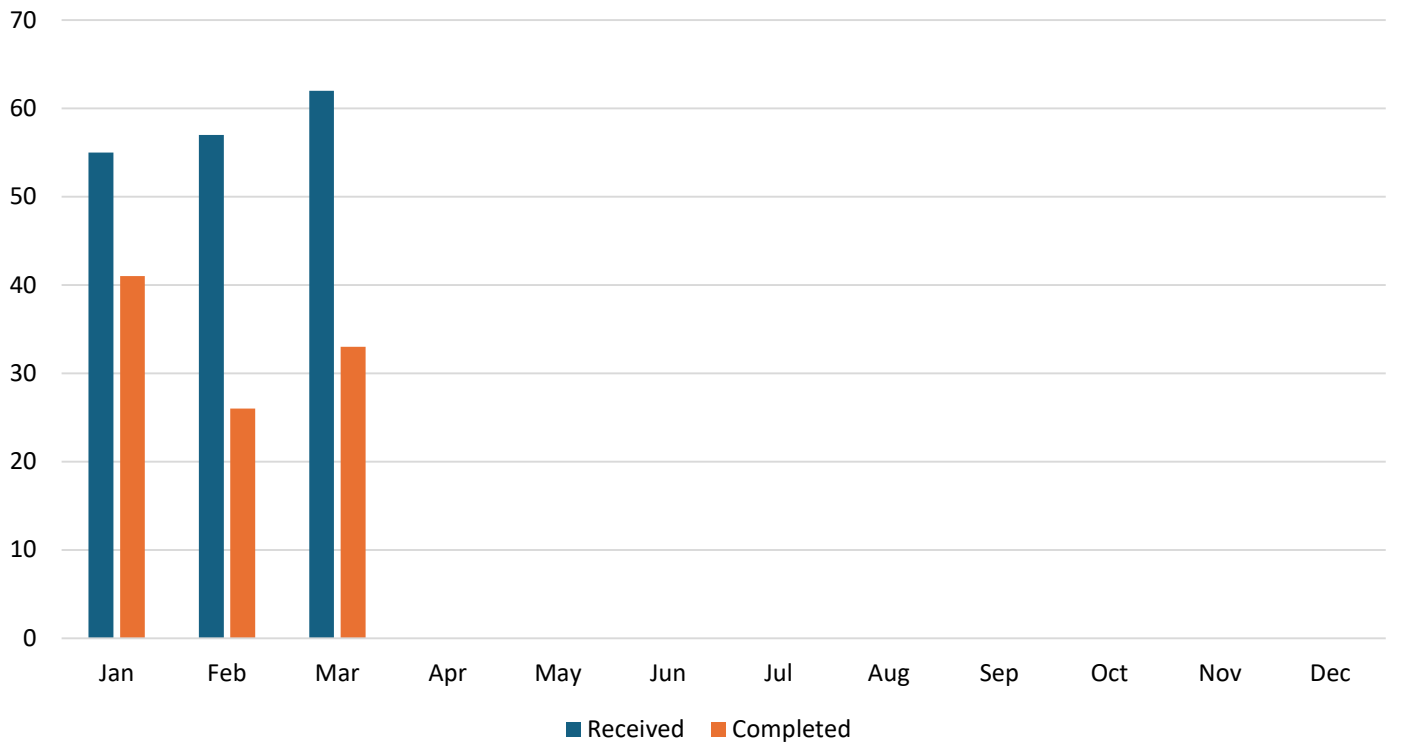
	Total Est. RFTA Traveler Cost	Net RFTA Traveler Cost	RFTA Carbondale Cost	RFTA Glenwood Cost	RFTA New Castle Cost	Net RFTA Cost	County Payment to RFTA	Silt Cost	Rifle Cost	Balance of County Funding
February	\$(43,269)	\$(43,269)	\$(10,464)	\$(9,490)	\$(10,576)	\$(30,531)	\$(12,739)	\$6,955	\$1,942	\$(21,635)
2026 Budget	\$857,423	\$827,423	\$10,463	\$123,961	\$57,398	\$191,823	\$635,600	\$3,895	\$158,818	\$472,866

Case Management Agency

Total Client Counts Month/County



Referrals





OPERATION MEMO

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

Intended recipients

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

Purpose

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

Action

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

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

OR mailing it to:



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

Background

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

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

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

Attachments

Colorado Child Care Assistance Memorandum of Understanding

Supersedes

OM-OES-2021-0002

Contact

For more information about this memo, please contact:

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

OR

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

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





MEMORANDUM OF UNDERSTANDING

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

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

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

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

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

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

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

1. MOU MEETS PERFORMANCE CONTRACT REQUIREMENT

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

2. TERM

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

3. REQUIRED DUTIES OF THE COUNTY

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

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

- b. The County will not restrict eligibility or the provisions of services, nor will it impose penalties that are inconsistent with State Statute or Federal law and applicable program regulations, including the process and penalties outlined in 9 CCR 2503-8, and 9 CCR 2503-9.
- c. The County will maintain sufficient records and will permit CDEC or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDEC as specified in CRS §§ 6-17-100 and CRS §§ 26.5-4-118. The County must also continue to report to CDEC in accordance with the Code of Federal Regulations (CFR), title 45 of the Public Welfare Code, parts 98 AND 99, and State regulations, to include 9 CCR 2503-8, 9 CCR 2503-9, 9 CCR 2501-1, and 11 CCR 2508-1, and must report to CDEC in the future, as required by law. In addition, counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- d. As specified by Program regulations and State statutes, counties shall have flexibility in determining the approaches needed to achieve federal and state requirements. The County agrees to provide CDEC with its adopted policies and any updated written information when, or if, changes to these policies are made in the Program. The County agrees to provide the information and policies as outlined in 9 CCR 2503-9 to CDEC prior to adopting the aforementioned policies and to update their Child Care Program County Plan when changes impact the administration of the Program.
- e. Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDEC, as described in paragraph (d) herein, are for informational purposes and are provided to assist CDEC in meeting its responsibilities, with respect to the Child Care Program. Nothing in this MOU gives CDEC the authority to require any county policies beyond what is required by statute, Program regulations, or the Child Care Program County Plan. The County acknowledges that CDEC has the right to review, comment upon, approve, or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- f. The County will utilize the technical assistance, training, and reporting or tracking resources offered by CDEC in order to administer the Program and will meet performance measures.
- g. The County will participate in formal vetting processes with CDEC through the Rule Advisory Committee (RAC) to review, draft and recommend policies or rule changes that would have a positive impact on performance measures and meet federal guidelines.
- h. The County will meet timely processing requirements as outlined in 9 CCR 2503-9.

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

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

4. DUTIES OF CDEC

- a. In consultation with the Counties, CDEC will oversee the implementation of the Child Care Program, statewide, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.
- b. CDEC will monitor the County's provision of child care services and, if necessary, perform the duties outlined in CRS §§ 26.5 Article 4, Part 1.
- c. CDEC exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Child Care Automated Tracking System (CHATS) and its application relative to the Child Care Program. Because the State Child Care Automated Tracking System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be penalized or required to follow a remediation plan for erroneous decisions made by the State Child Care Automated Tracking System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of the amount of benefits, erroneous decisions resulting in overpayments and subsequent recoveries, and erroneous decisions resulting in underpayments and subsequent supplemental payments of claims.

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

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

sources, as necessary, to accurately calculate the County's performance measures. Prior to submitting its calculation to the federal government, CDEC will provide the County with the individual data variables and supporting information used in the calculations, so that the County may review the data to ensure the accuracy, validity, and proper calculation of the accuracy rates.

- f. CDEC will develop and provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program and to meet performance measures.
- g. CDEC will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on child care services and meet federal and state guidelines.
- h. CDEC will develop and provide training for Child Care Program staff and provide timely and accurate reports on County performance.
- i. The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required by letter, et seq.

5. JOINT STATE AND COUNTY DUTIES

- a. The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the Federal Improper Payment Error Rate.
- b. As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federal and state performance requirements.
- c. The State and the Counties will work together to ensure that the information entered and reported in the State Child Care Automated Tracking System and the Colorado Benefits Management System (for the purposes of data matching and Colorado Works Child Care cases) are as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the applicable state systems.

6. REMEDIATION PLANS

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

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

7. PENALTIES

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

8. PROCEDURES FOR IMPOSING A REMEDIATION PLAN OR PENALTIES

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

- i. CDEC will provide the County with written notice of the County's failure to meet any performance measure outlined in this MOU. This notification will include all associated documentation that supports CDEC's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
 - ii. If the County's remediation plan does not rectify the performance problem, CDEC may determine the appropriate level of penalty. CDEC shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDEC will provide the County one hundred eighty (180) days written notice of the proposed penalty before imposing any penalty. This notification will include the rationale of imposing the penalty, as well as, all associated documentation, a calculation of the proposed penalty, and an indication of what constitutes a remedy or correction that will allow the County to avert the penalty, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, before CDEC imposes the penalty.
 - iii. If a penalty is imposed, the amount cannot be greater than that imposed by the federal government. If CDEC has incurred a penalty due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be penalized for its share of the penalty.
- b. CDEC will provide the County with all documents received from the federal government related to any proposed or imposed federal penalty within twenty (20) days of receipt, together with all CDEC documents related to the actions giving rise to that federal penalty, or that related to the penalty process. If CDEC fails to provide the required documentation within the twenty (20) days, CDEC may not hold the County liable for that penalty.

9. CIRCUMSTANCES FOR CDEC ASSUMING ADMINISTRATION

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

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

- b. If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion may ask CDEC to assume the County's administration and implementation of the Child Care Program. CDEC is under no obligation to accept or assume the administration of the Child Care Program.

If CDEC assumes the County's administration and implementation of the Child Care Program, it may retain the unused portion of the allocation that was provided to the

County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS §§ 26.5-4-110. CDEC will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS §§ 26.5-4-114.

10. DISCRETIONARY MATTERS

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

11. SEVERABILITY

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

12. INTEGRATION OF UNDERSTANDING

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

The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State Statutes, the State Plan, and Program regulations. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

13. NO THIRD-PARTY BENEFICIARY

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

14. DISPUTE RESOLUTION

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

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

DEPARTMENT DIRECTOR,

STATE OF COLORADO DEPARTMENT OF EARLY CHILDHOOD

Executive Director or Designee

COUNTY OF _____ COLORADO,

by and through the BOARD OF COUNTY COMMISSIONERS

Chairman

ATTEST:

County Clerk to the Board

Date: _____



Memorandum of Understanding Amendment #3
Between
The Colorado Department of Early Childhood
and
Garfield County Department of Human/Social Services

This Amendment No. 3 (“Amendment”) is effective as of July 1, 2026 or upon the date of execution, whichever is later, and amends the Memorandum of Understanding (MOU) executed by and between the State of Colorado Department of Early Childhood and the Board of County Commissioners or other elected governing body of Garfield County Department of Human/Social Services (the “County”) on April 20, 2026.

The purpose of this Amendment is as follows:

- Extend the term of the contract by 1 year

Item 2. TERM in the Memorandum of Understanding shall be replaced with the following:

2. TERM

The term of this MOU will be from January 1, 2023, through June 30, 2027.

By signing, both parties agree to the changes described in this Amendment.

Signature: _____ *Date:* _____

John Martin

BOCC Chair (or their designee)

Garfield County Department of Human/Social Services

Signature: _____ *Date:* _____

Mary Alice Cohen

Chief Program Officer

Colorado Department of Early Childhood