

**AGREEMENT FOR SERVICES #6410**  
**MAXIMUS Disability Benefits Advocacy Agreement**

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**THIS AGREEMENT** is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and MAXIMUS Human Services, a Virginia Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1600 Tysons Blvd, #1400 McLean, VA 22102, doing business locally at 170 Otis Street, San Francisco, CA 94120 and whose agent for service of process is CSC Lawyers Incorporating Service, 2710 Gateway Oaks Drive Suite 150N Sacramento, CA 95833 (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a contractor to provide Housing and Disability Advocacy Program (HDAP) services related to disability benefit application assistance to include Social Security and Veterans Affairs income screening, application assistance, document readiness and reconsideration hearings/disability reviews.

**WHEREAS**, The Housing and Disability Advocacy Program (HDAP) was established by Assembly Bill 1603 (Chapter 25, Statutes of 2016) to assist disabled individuals including elderly and dependent adults who are experiencing homelessness (24 CFR 578.3), apply for disability benefit programs while also receiving housing support; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in Article I, "Scope of Services;" that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

**NOW, THEREFORE,** County and Contractor mutually agree as follows:

## **ARTICLE I**

### **Scope of Services:**

- A. Target Population: Housing and Disability Advocacy Program and Housing Support Program participants to include eligible youth and adults referred from County of El Dorado Health and Human Service Agency, Self Sufficiency division.
  
- B. Co-Location: The Contractor shall have an area available to co-locate with HHSA, and make personnel providing the services identified herein available to serve HHSA locations in Placerville and South Lake Tahoe.
  
- C. Contractor Responsibilities:
  - 1) Contractor is responsible for the disability based income application process. This includes Social Security Administration (SSA) and Veterans Affairs (VA) disability based income application process, reconsideration, hearings/appeals, and disability reviews as outlined in the flow chart attached hereto as Exhibit A “HDAP Benefits Advocacy Process” Contractor will create and maintain options for referrals, including internet-based, with the capacity to provide reports and tracking of applications, approvals, appeals, denials, and reassessments for eligibility.
  - 2) Contractor shall coordinate and complete the application process on behalf of Clients deemed potentially eligible based upon the screening process for Supplemental Security Income/State Supplemental Payment (SSI/SSP) benefits, including applications for Interim Assistance Reimbursement (IAR) per Public Law 93-368 for General Assistance/General Relief. Public Law 93-368 provides for reimbursement for Interim Assistance (IA) payments made to SSI/SSP applicants whose applications are subsequently approved for SSI benefits. Individual authorizations must be signed by the applicants or their representatives and forwarded either manually or electronically to SSA. The IAR provisions of the Social Security Act permit Interim Assistance Counties to recover from an individual’s initial retroactive SSI payment. Interim Assistance is the amount the county gives the individual for meeting basic needs while the individual’s SSI application is pending or SSI benefits are suspended or terminated and subsequently reinstated. IAR is the amount of IA recovered by El Dorado County from the clients' retroactive SSI/SSP payments once approved or reinstated. Contractor will assist County in recouping these retroactive benefits, whenever warranted, by completing Exhibit B “form SSP-14”, attached hereto and incorporated by reference herein.
  - 3) Contractor shall provide support options to facilitate completion of SSA and VA applications. Assistance shall include in-person, electronic, and telephone assistance options.
  - 4) Contractor shall collect and copy information and documentation needed to support applications, coordinate data collection with HHSA staff, or outside providers as necessary.
  - 5) Contractor shall track medical appointments related to applications as follows:
    - a. Call, mail, or email Clients and HHSA staff to remind them of appointments;
    - b. Assist HHSA staff and Clients to reschedule appointments timely and within SSA or VA regulations.

- 6) Contractor shall maintain records on each Client referred relative to the application and/or appeals process for disability benefits, and make the files available to County staff upon request. Contractor shall not have any proprietary interest in the records maintained and, upon County's request:
  - a. All records maintained by Contractor for County shall be turned over to the County upon completion or termination of services;
  - b. Contractor shall maintain Client confidentiality in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), privacy and security rules, and CWS regulations.
- 7) Contractor shall provide direction and pursue appropriate appeals. Provide appropriate legal support at any stage of the application process, e.g. addressing policies, denials, reconsiderations, hearings, etc.
- 8) Contractor shall gather all additional medical or other information requested by SSA or VA. Payment of exams and testing shall go through the appropriate payees, including State Department of Developmental Services for evaluations. Medi-Cal retains final spending authority for each case by providing approval of exams if necessary.
- 9) Contractor shall review all denied cases, in conjunction with the County, and:
  - a. Pursue all appropriate appeals, including preparing and filing required information and presenting materials to SSA or VA;
  - b. Provide information and documentation for all reconsideration meetings;
  - c. Attend all reconsideration meetings and hearings, whether formal or informal.
- 10) Contractor shall provide recommendations to County on all cases requiring additional examination and testing.
- 11) Contractor shall coordinate with HHSA staff in recommending appropriate actions to ensure accurate benefits.

D. County and Systems Coordination and Liaison Services - Contractor will:

- 1) Work with the County to design, implement, train, coordinate, prioritize, and maintain a system of application reviews.
- 2) In conjunction with the County, ensure its activities integrate with County financial and social services programs. This includes orientation and/or training of staff to identify potential recipients and availability to consult and problem-solve with County staff on SSA or VA related matters. This may include site visits and collaborative meetings with SSA or VA. Consult and problem-solving may include Retirement SDI and SSI benefits and/or other benefits administered by SSA or VA.
- 3) Upon written approval, accept referrals from the Self Sufficiency Division for adult clients, to include General Assistance, CalWORKs and Caldor Fire victim relief efforts as deemed appropriate and approved by a Self Sufficiency Manager.
- 4) In conjunction with the County, ensure its activities and county policies/practices align and enhance fiscal processes and policies related to the tracking and maintenance of interest-bearing dedicated accounts, interest-bearing maintenance accounts, and/or personal needs allowance (P&I) accounts based upon SSA rules.

- 5) Facilitate and attend (as required) regular meetings with the County to validate progress, communication, reconcile application filings and approvals, discuss and plan for emerging SSA or VA changes and County needs. Contractor shall coordinate, facilitate, and take minutes for project meetings as needed a minimum of two (2) times per year. This includes creation and distribution of an agenda for meetings.
- 6) Conduct a full system review one (1) time per year to ensure optimal alignment, accuracy, and efficiency, and provide a written report and analysis detailing strengths and weaknesses, and make recommendations for improvements. In addition, Contractor will periodically perform ad hoc system reviews to ensure the County is maintaining high quality standards, and make procedural or policy recommendations to enhance outcomes.
- 7) Enter disability and application data directly into HMIS, or subsequent replacement systems.

E. Service Objectives. Contractor will meet the following services objectives:

- 1) One-hundred percent (100%) of HDAP clients will be screened for potential eligibility within thirty (30) days of referral.
- 2) Seventy-five percent (75%) of potentially eligible Clients will have applications completed and submitted to SSA or VA within ninety (90) days of the referral date. The remaining twenty-five (25%) of potentially eligible Clients will have applications completed and submitted to SSA or VA within one-hundred and twenty (120) days of the referral date.
- 3) A minimum of two (2) trainings to County staff will be designed and delivered each contract year.
- 4) One-hundred percent (100%) of disability application HMIS fields, as deemed necessary by the County, will be entered by the Contractor within fourteen (14) days of actions or acquiring relevant information. Contractor, in conjunction with the County, will complete a minimum of four (4) data matches each year of the contract.

F. Outcome Objectives. Contractor will meet the following outcome objectives:

- 1) HHSA personnel will monitor the Contractor to achieve a ninety percent (90%) data match between HMIS and Contractor data collection systems.
- 2) Contractor will maintain a staff approval rating of no less than seven (7) on a scale of one (1) through ten (10); ten (10) being the highest/best rating possible from an annual survey of HHSA staff conducted regarding Contractor performance.

G. County Responsibilities:

- 1) County shall provide Contractor staff with one (1) each of the following: building security access fob, pod or desk at both the Placerville and South Lake Tahoe Self Sufficiency locations.
- 2) County shall provide a computer in each pod or desk for Contractor staff to use in accessing the internet, as necessary and required in performance of the duties described herein.
- 3) County will provide telephone equipment, at each designated pod or desk to be used in the course of business in support of Clients.
- 4) County shall provide Contractor staff with access to a copy and fax machine, staff restrooms, and break rooms.

- 5) County shall make available adequate office space that protects both Contractor staff and Client confidentiality.
- 6) County shall provide janitorial services for the office space assigned to said Contractor staff.
- 7) County shall provide Contractor staff with an annual list of holidays observed by County.
- 8) County shall provide Contractor staff with assistance to the extent reasonable and appropriate, with special processing circumstances, including language differences and access to relevant client information. County agrees to make either a qualified interpreter or access to qualified interpreter via telephone translation services available for interpreter services, at County expense. A “qualified interpreter” is defined as an interpreter who is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary.
- 9) County shall require Contractor staff to execute the Exhibit C “County Network User Guide” and Exhibit D “HMIS (or subsequent replacement system) Access Agreement”, both attached hereto and incorporated by reference herein.
  - a. County shall be responsible for retaining originals of referenced exhibits signed by Contractor staff.
  - b. County shall make signed originals available upon request.
  - c. County shall be responsible for ensuring appropriate Access Agreements are maintained if updated for subsequent replacement systems.

## ARTICLE II

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall continue through June, 30 2024, unless earlier terminated pursuant to the provisions under Article titled, “Fiscal Considerations” and Article titled, “Default, Termination and Cancellation” herein.

## ARTICLE III

**Compensation for Services:** For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County’s acceptance of work, monthly in arrears and within forty-five (45) days following the County’s receipt and approval of itemized invoice(s) identifying services rendered.

Contractor will be compensated a set fee for staff assigned to perform the services outlined in this Agreement at the rate of per case worked as outlined below:

Service	Rate
<b>Disability benefit advocacy as outlined in Section C Contractor Responsibilities.</b>	\$1,400/per submission
<b>Successful Award of Benefits to Client</b>	\$500/ per client

Travel expenses, including but not limited to travel time, meals, lodging, and mileage shall not be paid by County.

**Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the following sample available at: [https://www.edcgov.us/Government/hhsa/Pages/hhsa\\_contractor\\_resources.aspx](https://www.edcgov.us/Government/hhsa/Pages/hhsa_contractor_resources.aspx). Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

<b><i>Email (preferred method):</i></b>	<b><i>U.S. Mail:</i></b>
<p data-bbox="310 499 678 533"><u>SSWTWinvoice@edcgov.us</u></p> <p data-bbox="280 537 708 571">Please include in the subject line:</p> <p data-bbox="228 575 760 642">“Contract #, Service Month, Description / Program</p>	<p data-bbox="992 499 1263 533">County of El Dorado</p> <p data-bbox="894 537 1360 571">Health and Human Services Agency</p> <p data-bbox="1008 575 1247 609">Attn: Finance Unit</p> <p data-bbox="967 613 1287 646">3057 Briw Road, Suite B</p> <p data-bbox="948 651 1307 684">Placerville, CA 95667-5321</p>

In the event that Contractor fails to deliver the documents or other deliverables pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in Article titled, “Default, Termination, and Cancellation.”

**ARTICLE IV**

**Maximum Obligation:** The maximum obligation for services performed pursuant to this Agreement shall not exceed \$50,000.

**ARTICLE V**

**Audits, Compliance, and Monitoring:**

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the Federal government, State government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.

- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with Article titled, "Default, Termination, and Cancellation."
- D. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

#### **ARTICLE VI**

**Taxes:** Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE VII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VIII**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

#### **ARTICLE IX**

**Confidentiality:** Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Contract Administrator for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

#### **ARTICLE X**

**HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor shall execute that Business Associate Agreement which is attached hereto as Exhibit E and incorporated by reference herein.

(CM/DDP)

## ARTICLE XI

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

In the event Contractor receives written consent to subcontract services under this Agreement, Contractor is required to ensure subcontractor remains in compliance with the terms and conditions of this Agreement. In addition, Contractor is required to monitor subcontractor's compliance with said terms and conditions, and provide written evidence of monitoring to County upon request.

## ARTICLE XII

**Independent Contractor:** The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.



### **ARTICLE XIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

### **ARTICLE XIV**

**Audit by California State Auditor:** Contractor acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Contractor shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

### **ARTICLE XV**

#### **Default, Termination, and Cancellation:**

A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:

1. The alleged default and the applicable Agreement provision.
2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

(CM/DDP)

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
4. A violation of Article titled "Conflict of Interest."

B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

**ARTICLE XVI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit  
HHSA-Contracts@edcgov.us

Or to such other location as the County directs.

With a copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
330 Fair Lane  
Placerville, CA 95667  
ATTN: Purchasing Agent

Notices to Contractor shall be addressed as follows:

MAXIMUS Human Services  
1600 Tysons Blvd, #1400  
McLean, VA 22102

Or to such other location as the Contractor directs.

**ARTICLE XVII**

**Change of Address:** In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing pursuant to the provisions contained in this Agreement under Article titled, "Notice to Parties." Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

## **ARTICLE XVIII**

**Indemnity:** To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## **ARTICLE XIX**

### **Litigation:**

- A. County, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the County or State of California or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the County to give such notice, information, authorization, or assistance shall not relieve the Contractor of its indemnification obligations.
- B. Contractor, promptly after receiving notice thereof, shall immediately notify the County in writing of any claim or action against it which affects, or may affect, this Agreement, the terms and conditions hereunder, or the County or State of California, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the County and State.

## **ARTICLE XX**

**Insurance:** Contractor shall provide a certificate of insurance satisfactory to the County of El Dorado Risk Manager including required endorsements evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation Insurance at statutory limits and Employer's Liability Insurance with a limit of \$1,000,000 covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company or companies with an A.M. Best rating of A- VII or higher and reasonably acceptable to Risk Management, or be provided through partial or total self-insurance likewise reasonably acceptable to Risk Management.

Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, a renewal or new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year shall be provided. New certificates of insurance are subject to the reasonable approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. Contractor's insurers shall, according to each insurance policy's provisions, provide at least 30 days prior written notice of cancellation or non-renewal to the certificate holder on file with insurers. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- G. The certificate of insurance must include the following provisions stating that:  
According to each insurance policy's provisions, the insurer will not cancel the insured's coverage without 30 days prior written notice to County, and; [HBA note: the ACORD form certificate of insurance changed back in 2010 and so did the cancellation notice section; the exact words on the ACORD form after 2010 states: "Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."] The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insureds on the Commercial General and Automobile Liability insurance policies and an additional insured endorsement attached to the certificate of insurance, but only insofar as the Contractor's operations under this Agreement are concerned.
- H. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- I. Any deductibles or self-insured retentions must be shown on the certificate of insurance. The Contractor may be asked to provide audited financial statements as evidence of its ability to pay the deductible or self-insured retention.
- J. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- K. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- L. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of its performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- M. Certificate of insurance shall be issued on a standard ACORD form certificate of insurance.

## **ARTICLE XXI**

**Force Majeure:** Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control; and
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, “cause that is beyond its control” includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

## **ARTICLE XXII**

**Waiver:** No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

## **ARTICLE XXIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in Article titled, “Default, Termination and Cancellation.”

## ARTICLE XXIV

### **Nondiscrimination:**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.
- D. Contractor shall comply with Exhibit F, "Vendor Assurance of Compliance with the County of El Dorado Health and Human Services Agency Nondiscrimination in State and Federally Assisted Programs," attached hereto, incorporated by reference herein, and thus made a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit F upon request by County.

## ARTICLE XXV

**California Residency (Form 590):** If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

## **ARTICLE XXVI**

**Nonresident Withholding:** If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

## **ARTICLE XXVII**

**County Payee Data Record Form:** All independent Contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

## **ARTICLE XXVIII**

**County Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

## **ARTICLE XXIX**

**Licenses:** Contractor hereby represents and warrants that Contractor and any of its subcontractors employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subcontractors to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subcontractors shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

## **ARTICLE XXX**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Timalynn Jaynes, Program Manager, or successor.

## **ARTICLE XXXI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.



## **ARTICLE XXXII**

**Electronic Signatures:** Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

## **ARTICLE XXXIII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

## **ARTICLE XXXIV**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

## **ARTICLE XXXV**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.


## **ARTICLE XXXVI**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**ARTICLE XXXVII**

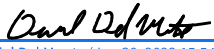
**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**Requesting Contract Administrator Concurrence:**

By:   
Timalynn Jaynes (Jun 30, 2022 14:14 PDT)  
\_\_\_\_\_  
Timalynn Jaynes  
Program Manager  
Health and Human Services Agency

Dated: 06/30/2022

**Requesting Department Head Concurrence:**

By:   
Daniel Del Monte (Jun 30, 2022 15:54 PDT)  
\_\_\_\_\_  
Daniel Del Monte  
Acting Director  
Health and Human Services Agency

Dated: 06/30/2022

IN WITNESS WHEREOF, the parties hereto have executed this Agreement #6410 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Laura Schwartz  
Laura Schwartz (Jul 22, 2022 14:58 PDT)

Purchasing Agent  
Chief Administrative Office  
"County"

Dated: 07/22/2022

MW  
MW

-- CONTRACTOR --

MAXIMUS Human Services  
A VIRGINIA CORPORATION

By: Kyle Gregory  
Kyle Gregory (Jun 30, 2022 19:51 EDT)

Kyle A. Gregory  
Counsel  
"Contractor"

Dated: 06/30/2022

## Exhibit A– HDAP Benefits Advocacy Process

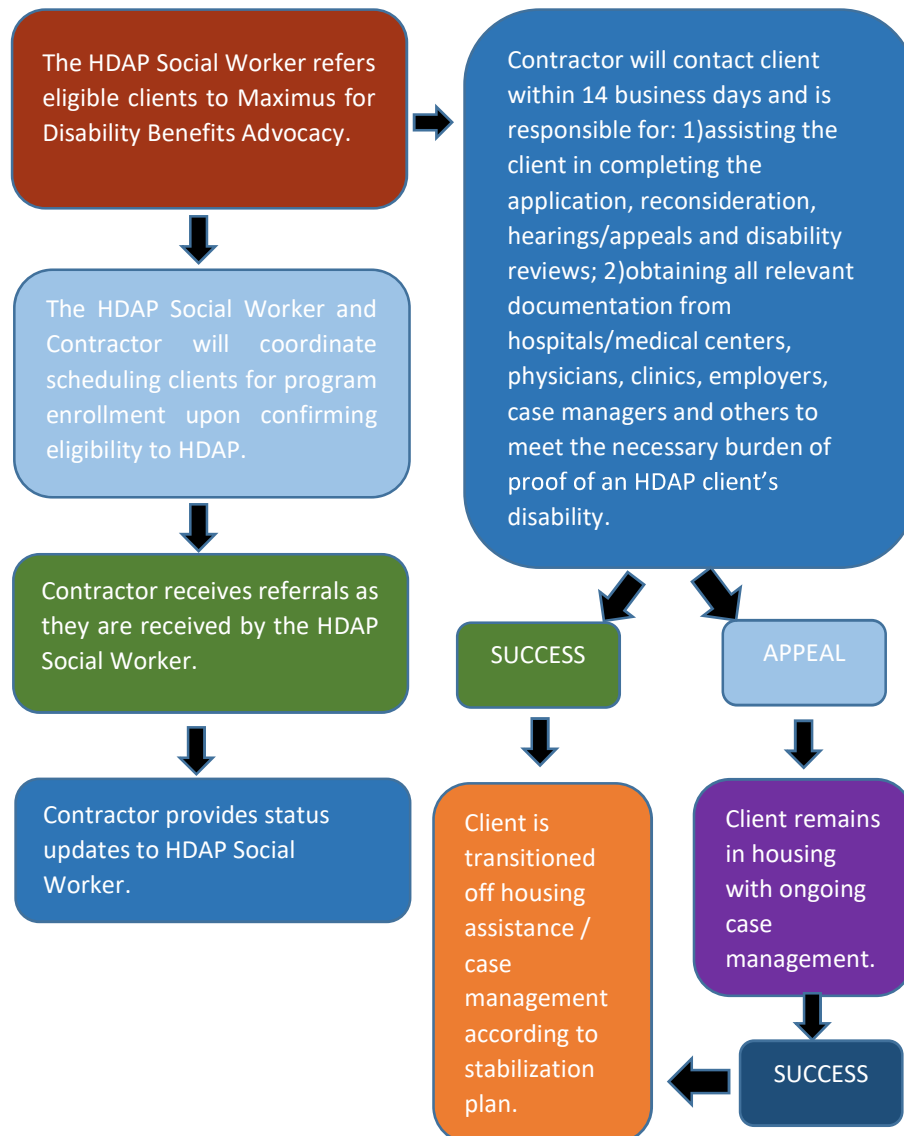
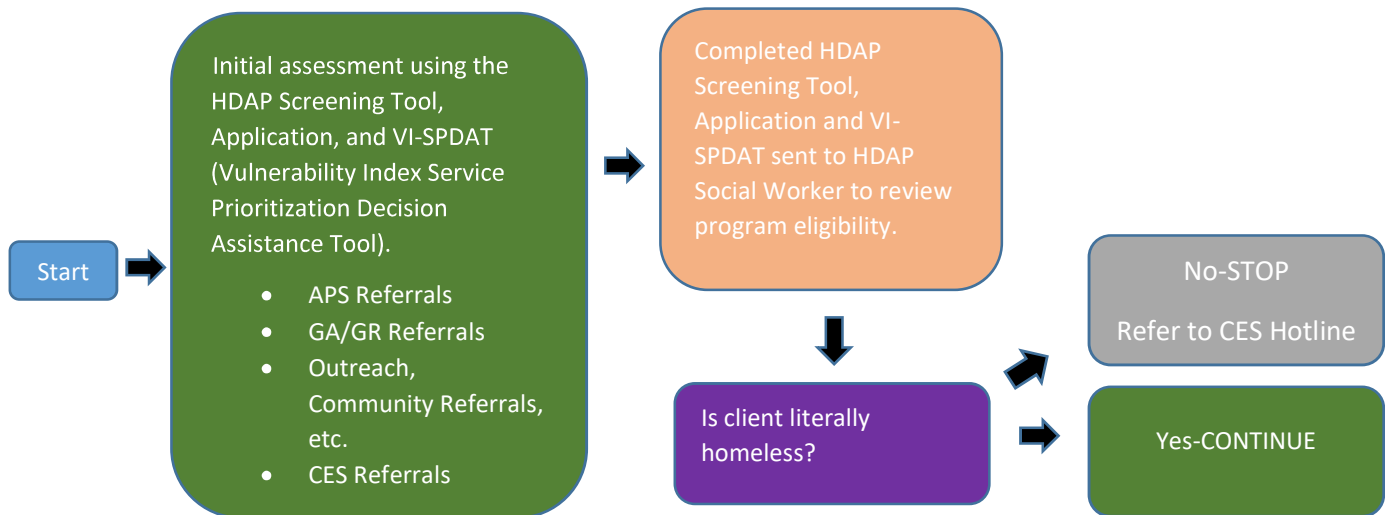


EXHIBIT B

**AUTHORIZATION FOR REIMBURSEMENT OF INTERIM ASSISTANCE INITIAL CLAIM OR POSTELIGIBILITY CASE**

NAME		SOCIAL SECURITY NUMBER
ADDRESS	CITY/TOWN	ZIP CODE
COUNTY IA AGENCY	GR CODE	

**For the purpose of this Authorization Form:**

The term "State" means the California county interim assistance (IA) agency (s) that the California Department of Social Services has an interim assistance reimbursement agreement with and that paid you public assistance.

The term "SSI/SSP benefits" means "Supplemental Security Income/State Supplementary Payment" benefits under Title XVI of the Social Security Act.

What actions am I authorizing when I sign this authorization and I check the "Initial Claim Only" block?

**Initial Claim Only**

You are authorizing the Commissioner of the Social Security Administration (SSA) to reimburse the State for some or all of the money the State gives you while SSA decides if you are eligible to receive SSI/SSP benefits. If you become eligible, SSA pays the State from the retroactive SSI/SSP benefits due you. The reimbursement covers the time from the first month you are eligible to receive SSI/SSP benefits through the first month your monthly SSI/SSP benefit begins.

If the State cannot stop the last payment made to you, SSA can reimburse the State for this additional payment amount.

What actions am I authorizing when I sign this authorization and I check the "Posteligibility Case Only" block?

**Posteligibility Case Only**

You are authorizing the Commissioner of the Social Security Administration (SSA) to reimburse the State for some or all of the money the State gives you while SSA decides if your SSI/SSP benefits can be reinstated after being terminated or suspended. If your SSI/SSP benefits resume, SSA pays the State from the retroactive SSI/SSP benefits due you. The reimbursement covers the time from the day of the month the reinstatement is effective through the first month your monthly SSI/SSP benefit resumes.

If the State cannot stop the last payment made to you, SSA can reimburse the State for this additional payment amount.

**How can the State use this form when blocks for initial claims and posteligibility cases are part of the form?**

The State can use this form for one case situation at a time, either an initial claim or a posteligibility case. If both blocks are checked the form is not valid. You and the State must sign and date a new form with only one block checked.

**What kind of State payment qualifies for reimbursement by SSA?**

SSA can reimburse a State for a payment that is paid only from State or local funds. The State cannot be reimbursed for payments made wholly or partially from Federal funds.

**How does SSA determine how much of my SSI/SSP money to pay the State?**

SSA decides the amount of payment based on two considerations. First, SSA looks at the amount of money claimed by the State, and second, SSA looks at the amount of your retroactive SSI/SSP money available to pay the State. SSA can reimburse the State for a payment made in a month only when you receive a State payment and an SSI/SSP payment for the same month. SSA will not pay the State more money than you have for the SSI/SSP retroactive period.

**How long is this authorization effective for the State and me if I checked the "Initial Claims Only" block?**

This authorization is in effect for you and the State for twelve (12) months. The 12 months begin with the date SSA receives the authorization from the State and end 12 months later. However, for a State using an electronic system, the 12 months begin with the date the State notifies SSA through an electronic system that the State has received the authorization and end 12 months later. You and a State representative must sign and date the authorization for the authorization to be valid.

Exceptions apply to this rule. The State must send SSA the authorization within a certain time frame. SSA must receive the form within 30 calendar days of the date you signed the authorization. If the form is late, SSA will not accept the form as a valid authorization. For the State using an electronic system, SSA must receive the authorization information within 30 calendar days of the state matching your SSI record with your state record. If the information is late, SSA will not accept the information sent by the State. SSA will not pay any of your retroactive SSI/SSP benefits to the State. SSA will send you any SSI/SSP money that may be due you, based on SSA's regular payment rules.

**Can the authorization stay effective longer than the 12-month period? Can the authorization end before or after the 12-month period ends?**

The authorization can stay effective longer than the 12-month period, if you

- apply for SSI/SSP benefits before the State has the authorization form, or
- apply within the 12-month period the authorization is effective, or
- file a valid appeal of SSA's determination on your initial claim.

The period of the authorization can end before the 12-month period ends, or end after the 12-month period ends when any of these actions take place:

- SSA makes the first SSI/SSP payment on your initial claim; or
- SSA makes a final determination on your claim; or
- the State and you agree to terminate this authorization.

The authorization period will end with the day of the month any of these actions take place.

**How long is this authorization effective for the State and me if I check the "Posteligibility Case Only" block?**

This authorization is in effect for you and the State for twelve (12) months. The 12 months begin with the date SSA receives the authorization from the State and end 12 months later. However, for a State using an electronic system, the 12 months begin with the date the State notifies SSA through an electronic system that the State has received the authorization and end 12 months later. You and a State representative must sign and date the authorization for the authorization to be valid.

Exceptions apply to this rule. The State must send SSA the authorization within a certain time frame. SSA must receive the form within 30 calendar days of the date you signed the authorization. If the form is late, SSA will not accept the form as a valid authorization. For a State using an electronic system, SSA must receive the authorization information within 30 calendar days of the State matching your SSI record with your State record. If the information is late, SSA will not accept the information sent by the State. SSA will not pay any of your retroactive SSI/SSP benefits to the State. SSA will send you any SSI/SSP money that may be due you, based on SSA's regular payment rules.

**Can the authorization stay effective longer than the 12-month period? Can the authorization end before or after the 12-month period ends?**

The authorization can stay in effect longer than the 12-month period if you file a valid appeal. You must file your appeal within the time frame SSA requires.

The period of the authorization can end before the 12-month period ends, or can end after the 12-month period ends when any of these actions take place:

- SSA makes the first SSI/SSP payment on your posteligibility case after a period of suspension or termination; or
- SSA makes a final determination on your appeal; or
- the State and you agree to terminate this authorization.

The authorization period will end with the day of the month any of these actions take place.

**Can SSA use this authorization form to protect my filing date for SSI/SSP benefits?**

SSA can use this form to protect your filing date if you checked the "Initial Claims Only" block. When you sign this form, you are saying that you have the intention of filing for SSI/SSP benefits if you have not already applied for benefits.

You have sixty (60) days from the date the State receives this form to file for SSI/SSP benefits. Your eligibility to receive SSI/SSP benefits can be as early as the date you sign this authorization if you file within the 60-day time period. If you file for SSI/SSP benefits after the 60-day time period, this form will not protect your filing date. Your filing date will be later than the date you sign this form.

**How do I appeal the State's decision if I do not agree with the decision?**

You can disagree with a decision the State made during the reimbursement process. You will receive the State notice telling you how to appeal the decision. You cannot appeal to SSA if you disagree with any State decision.

Within 10 working days after the State receives the reimbursement money from SSA, the State must send you a notice. The notice will tell you three things: (1) the amount of the payments the State paid you; (2) that SSA will send you a letter explaining how SSA will pay the remaining SSI/SSP money (if any) due you, and (3) about your right to a hearing with the State, including how to request the State hearing.

SIGNATURE OF INDIVIDUAL RECEIVING INTERIM ASSISTANCE	DATE
SIGNATURE OF STATE REPRESENTATIVE	DATE

**If the applicant signs this application with a mark, the signature must have two witnesses who provide their signatures, addresses, and the dates they signed below.**

WITNESSED BY:			WITNESSED BY:		
ADDRESS (#, STREET):			ADDRESS (#, STREET):		
CITY	STATE	ZIP	CITY	STATE	ZIP

# County of El Dorado

## Procedures and Guidelines

### Information Technologies



*Version 1.0*

*July 2017*

## *General Network Usage Procedures and Guidelines*

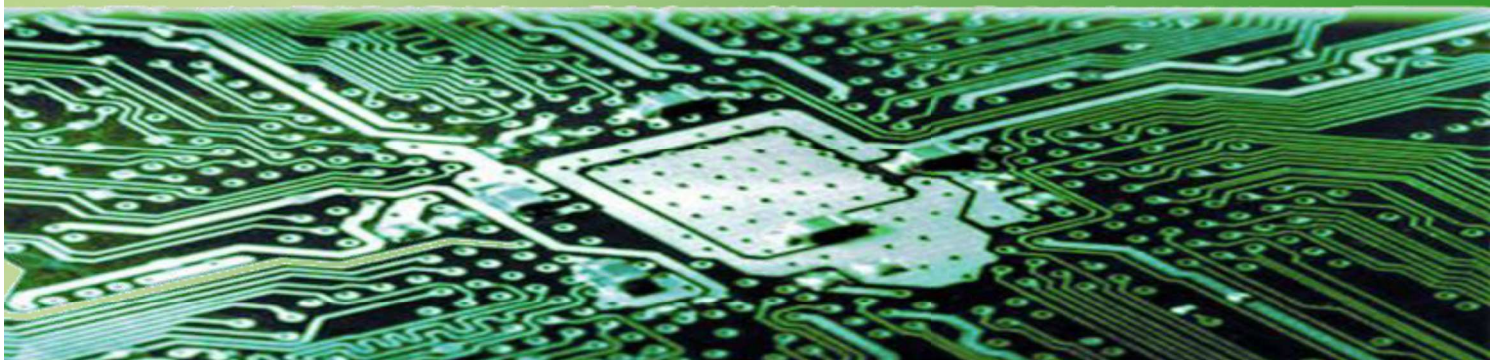


EXHIBIT C

**Document Change Record**

Effective Date	Section(s) Changed	Comments
<b>18 July 2017</b>		Initial publication



# EXHIBIT C

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# EXHIBIT C

## 1. PURPOSE

This document contains procedures and standards regarding the use of County network resources, in support of the General Network Usage Policy (published in compliance with Board Policy A-19).

## 2. DEFINITIONS OF TERMS

**Information Domain** – the entire communications infrastructure (hardware, software, and data) that comprises the County’s information technology network, excluding County communications infrastructure that is specifically for public use (such as the “EDC-Public-Wireless” WiFi network).

**Network Resources** – collective term for the capabilities and services provided within the County information domain. Examples of network resources include: virtual workstations; PCs; data storage; peripheral devices (printers, scanners, etc.); servers; internet connections; mobile devices (laptops, tablets, smartphones); voice telephony devices; and any other electronic information services accessed by Users in conducting their work.

**PHI (Protected Health Information)** – information about a person’s medical history or condition. PHI is protected from unauthorized disclosure by HIPAA and other Federal laws.

**PII (Personally Identifiable Information)** – information that can be used to verify the identity of an individual for purposes of conducting financial or other transactions. Disclosure of PII may lead to fraud or identity theft.

**User** – a person who is granted official access to the County’s information domain. This definition includes County employees, contractors, vendors, and other public agency employees such as fire departments, community services districts, and multi-jurisdictional or joint operating authorities.

## 3. GENERAL NETWORK USAGE PROCEDURES AND GUIDELINES

### 3.1. Use of Network Assets

Any computer or peripheral device connected to the El Dorado County information domain must be either owned by the County or approved by the Information Technologies Department. All devices must run approved versions of operating systems and applications, must have approved anti-virus protection, and must meet all other technical specifications as determined by the IT Department. Questions about these specifications should be directed to the IT Help Desk.

Users must submit an IT Help Desk ticket to add or delete any device from the network, whether personal or county-owned. This procedure applies to mobile devices and devices used for remote access.

## EXHIBIT C

The Help Desk can be reached at ext. 5696. Tickets can also be submitted via the County intranet at <http://helpdesk/portal>.

### 3.2. User Privacy

All County workstations display a “consent to monitoring” statement that must be acknowledged by Users when logging in to the workstation. In compliance with Public Records Act and other government transparency regulations, all data on the County information domain must be retained in accordance with the County records retention schedule and may be subject to disclosure. This pertains to all data in the information domain, and may include personal data or data not related to official County business.

The IT Department, with oversight and direction from the Chief Information Security Officer (CISO) will maintain tools and technology that allows search and discovery of County data. Any searches or discovery actions must be approved and directed by Human Resources, County Counsel, or—in the case of Public Records Act requests—the Clerk of the Board.

Users may request IT assistance in searching for or recovering their own files or files they have permission to access. Requests to access or recover files or data belonging to another employee, even if requested by the employee’s supervisor, manager, or department head, must be approved by Human Resources. In such cases, the files or data will be screened by Human Resources prior to granting access to the requester.

### 3.3. User Access Credentials

Access credentials are issued to all Users. These credentials are used to verify the identity and access levels of the User. There are three main types of credential used by the County:

- Something you **know** — Example: a password or personal Identification number (PIN)
- Something you **have** — Example: a building access card or key fob
- Something you **are** — Example: a fingerprint

Users will usually be required to use at least two of the above credential types for access, depending on their position and duties assigned.

#### 3.3.1. Multi-factor Authentication Procedures

Many Users will have an access badge reader attached to their desktop workstation. The proximity reader will sense the presence of a building access card or key fob. To log in, the User will be required to tap their badge or fob on the reader, and then enter a PIN to verify their identity.

NOTE: Although a password is not required for log-in when using the badge reader, the user is still required to create a new password every 60 days. However, the User does not have to use their password for access if they have a badge reader/PIN method.<sup>1</sup>

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<sup>1</sup> Some applications and privileged accounts may require passwords or other access credentials.

## EXHIBIT C

New Users will be required to follow a registration and PIN creation process upon first log-in. This process is relatively simple, and the log-in software will guide the User through the steps. Users that encounter any problems with registering or logging in should contact the IT Help Desk at extension 5696.

### **3.3.1.1. Password and PIN Rules**

These rules are based on federal and state guidelines and IT security best-practice.

- Users are required to change their passwords every 60 days.<sup>2</sup>
- Passwords must contain at least 8 characters.
- Passwords must contain all of the following:
  - At least one upper case letter
  - At least one lower case letter
  - At least one number
  - At least one special character
- Users may not re-use their 24 most recent passwords
- Users are required to change their PIN every 60 days
- The PIN must contain at least 6 digits

Users can contact the Chief Information Security Officer (CISO) or the IT Help Desk with any questions about password rules.

### **3.3.2. Shared Workstations**

Some workstations and mobile devices require access by multiple Users. (For example, a workstation in a conference room.) Users must log in to the shared workstation using their own credentials, as they normally do. Sharing workstation access is not permitted. Users are prohibited from logging in and allowing another person to use the workstation. Likewise, Users are prohibited from using any workstation that has been unlocked or logged into by another person.

Users should always log out of a shared workstation when they are finished using it.

Users who encounter problems or have questions about logging in to a shared workstation should contact the IT Help Desk at extension 5696.

### **3.3.3. Protection of Credentials**

Users are responsible for protecting all of their credentials (passwords or PINs) from disclosure or compromise. Disclosure of log-in credentials risks the integrity of the entire County information domain.

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<sup>2</sup> Regulations for certain classes of information may require Users to change their PIN or password more frequently.

## EXHIBIT C

Users shall not share or disclose log-in credentials to any other person, including other employees, managers, or County officials. Users should never allow any other person to use their workstation or mobile device while they are logged in to the County information domain.

Users should refrain from writing down their PIN or password and keeping it on or near the workstation. Users shall not transmit their credentials in any email message or by other means, including by phone.

(Note: The County IT Department will **NEVER** ask for your password or PIN over the phone or by email. If you receive such a request, it is likely a scam by an outside attacker, and you should report to IT. **Do not EVER give your password or PIN to someone over the phone or by email!**)

### 3.4. Use and Ownership of Data

#### 3.4.1. Data Storage Procedures

The County's network storage is closely monitored, and has been sized to meet our business needs. However, network storage capacity is not infinite, and Users should strive to manage their data efficiently. There are several steps Users can take to ensure they are not over-using network storage assets.

Network storage is backed up and protected by a number of IT Department processes, so Users should not make their own "back-up" copies of data that is already in network storage. This includes copying their "home" or H: directory into other network directories, or vice-versa.

Users are encouraged to use their H: (home) directory for data storage instead of storing files on their local hard drive. (Also, files stored in a User's H: drive will still be available if they log in to a different workstation.)

Users should avoid storing copies of files in multiple directories. Users are encouraged to periodically clean up and organize their files and directories.

Desktop and laptop operating systems and applications are managed by IT processes, so it is not necessary for the user to make copies of any operating system or application files.

Users should not use County network storage for personal data or files (including photos, music, video, etc.).

### 3.5. Use of Personally Owned Software and Equipment

#### 3.5.1. Software License Compliance

Users may not download any software from the Internet without prior authorization from the IT Department or designee. Requests for software installation should be submitted via the IT Help Desk. Requests for software that is not currently licensed for use by the County may require a departmental requisition or purchase.

## EXHIBIT C

### **3.5.2. Copyright Protection**

Use of copyrighted material is generally prohibited unless properly purchased or owned by the County. Users shall not install software or store any data on any County network resource (computers or storage) unless the county has licensed use or rights to the software or data.

Use of photos or text from copyrighted sources in County documents (including PowerPoint slides) is strongly discouraged. Users who have questions about use of copyrighted material should contact the IT Department.

### **3.5.3. Use of Personally Owned Equipment**

Users may not connect any personally owned external device to County workstations or networks under any circumstances, unless authorized by the IT Department. This includes USB drives, external hard drives, smartphones, iPads, and tablets. Employees must charge their personally owned devices by connecting directly to power outlets.

## **3.6. Use of Non-County Devices**

County email can be accessed from personal devices. For access from smartphones or tablets, the User will be required to install a remote device management app that will enable remote wiping of the device in the event of theft or loss. The IT Department will assist as necessary. If users choose to access County email through a web browser, remote device management app is not necessary.

Employees should be aware that communications and data, including text messages, related to the conduct of County business that are sent or received using private accounts or maintained on personally-owned devices are considered public records and may be subject to disclosure under the Public Records Act.

## **3.7. Remote Access**

Users may, with Department Head approval, request remote access to the County information domain from a non-County device or location. The IT Department will provide a method of access for all such approved requests via one of two options. The request form for Remote Access is available on the IT Department intranet page. Users can also contact the Help Desk for assistance.

Some cases may require a Virtual Private Network (VPN) connection. Users are required to abide by all County policy and procedures when connecting via VPN, including Section 3.3 and 3.4 of this document.

Most employees will be assigned a Virtual Desktop. Virtual desktops can be accessed securely from practically any device or location, and will be the preferred method of accessing County systems from remote locations or from personal devices.

The IT Department will assist Users in setting up remote access, but will not be responsible for any changes, damages, or loss of data on personal devices that are used for remote access.

## EXHIBIT C

### **3.8. Personal Use of Network Resources**

Reasonable use of County workstations and networks for personal communications is permitted. Department policies will vary, but in general, Users may not use County network resources for the conduct of commercial business or private activities that violate County policies on sexual harassment, hostile workplace, or offensive material.

The County IT Department uses a number of tools and systems that block some internet traffic and content from County Users. This is done to protect our networks from malicious attacks and to screen out patently offensive content. If Users have a legitimate need to access content that they believe is being blocked, they should contact the IT Department or CISO to discuss the matter.

Users should not use County network connections to stream video or audio unless it is for County business. Music streaming should be done via personal devices, using commercial carriers.

The County provides public WiFi in some locations. This service is for use by the public while they are conducting business with the County. Employees should not connect their personal devices to the County's public WiFi. This network has limited speed and capacity, and employees who use it for personal devices will impact the quality of service provided to the public.

### **3.9. Electronic Messaging**

Users have the ability to communicate by email, instant messaging (Google Chat), video and audio conferencing services, phone and voicemail. These services are to be used for County business only. Reasonable use of phones and email for personal communication is permitted, but with the same restrictions and guidelines noted in the previous section of this document. (Section 3.8)

All County email is retained by the IT Department for Public Records Act requests and litigation discovery. Users may not access email accounts belonging to other employees. Users are required to manage their own email, and all access credentials must be protected using the procedures in Section 3.3 and 3.4 of this document.

All privacy and security policies and procedures that apply to use of the County network also apply to County telephone system. Users should employ the same level of caution and care with voice communications as they do for email or other electronic messaging. Disclosure of sensitive information, including access credentials, to unauthorized persons is prohibited, regardless if by email or telephone.

## COUNTY USER AGREEMENT

### El Dorado County Computer and Network Policies Agreement

I have read and understand that:

- 1) As a user of the County's information technology resources, I may have access to sensitive resources that are connected through the County network. To assure security throughout the entire County network, it is critical that all users actively support and fully comply with the measures described in the Computer and Network Resource Usage Policies and Standards Guide. Failure to comply can place the entire County network at serious risk. Failure to comply may subject me to disciplinary action.
- 2) As a user of the County's information systems I shall at all times act in accordance with all applicable laws and County policies, rules or procedures. I shall not use County information technology resources in an improper or unauthorized manner.

I have received, read and am fully aware of the El Dorado County Computer and Network Resource Usage Policies and Standards Guide. I agree to comply with the terms of this policy.

**User Name:** \_\_\_\_\_

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

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

**This form shall be signed on an annual basis and be retained in the department, district or agency file.**



## Exhibit D - HMIS User Agreement

User Name Printed: \_\_\_\_\_ Agency Name: \_\_\_\_\_



# El Dorado County CoC

Working to End Homelessness in El Dorado County

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## COORDINATED ENTRY USER POLICY, RESPONSIBILITY AGREEMENT, & CODE OF ETHICS *For HMIS Shared Database System*

### USER POLICY

Partner Agencies shall share information for provision of services to homeless persons through a networked infrastructure that establishes electronic communication.

Partner Agencies shall at all times have rights to the data pertaining to their clients that was created or entered by the agencies in the HMIS Shared Database System. Partner Agencies shall be bound by all restrictions imposed by clients pertaining to the use of personal data according to the agency's and/or HMIS Privacy Policy.

It is a client's decision which information, if any, entered into the HMIS Shared Database System shall be shared and with which Partner Agencies. The HMIS Shared Database System Consent/Release of Information shall be signed if the client agrees to share information with Partner Agencies.

Minimum data entry performed by partner agencies on each consenting client will be:

- 1) Record within the HMIS Shared Database System the date of the clients' signing of the HMIS consent/release.
- 2) Completing the baseline required data elements determined by the HUD/HMIS final notice and the current HUD Data Standards.
- 3) Each shelter bed reservation and service use shall be recorded.
- 4) Beginning and ending dates for each service provided to clients.
- 5) Data necessary for the development of aggregate reports of homeless services, including services needed, services provided, referrals and client goals and outcomes should be entered to the greatest extent possible.

The HMIS Shared Database System is a tool to assist agencies in focusing services and locating alternative resources to help homeless persons. Therefore, agency staff should use the client information in the HMIS Shared Database System to target services to the clients' needs.

USER RESPONSIBILITY

Your **User ID** and **Password** give you access to the countywide HMIS Shared Database System. Initial each item below to indicate your understanding and acceptance of the proper use of your User ID and password. Failure to uphold the confidentiality standards set forth below is grounds for immediate termination of your user account for the HMIS Shared Database System.

- \_\_\_\_\_ My User ID and Password are for my use only and must not be shared with anyone.
- \_\_\_\_\_ I must take all reasonable means to keep my Password physically secure.
- \_\_\_\_\_ I understand that the only individuals who can view information in the HMIS Shared Database System are authorized users and the client’s to whom the information pertains.
- \_\_\_\_\_ I may only view, obtain, disclose, or use the database information that is necessary to perform my job.
- \_\_\_\_\_ If I am logged into HMIS Shared Database System and must leave the work area where the computer is located, I must log-off of the HMIS Shared Database System before leaving the work area.
- \_\_\_\_\_ A computer that has HMIS Shared Database System “open and running” shall never be left unattended.
- \_\_\_\_\_ Failure to log off HMIS Shared Database System appropriately may result in a breach in client confidentiality and system security.
- \_\_\_\_\_ Hard copies of HMIS Shared Database System information must be kept in a secure file.
- \_\_\_\_\_ When hard copies of HMIS Shared Database System information are no longer needed, they must be properly destroyed to maintain confidentiality.
- \_\_\_\_\_ If I notice or suspect a security breach, I must immediately notify the Lead Agency Administrator for the HMIS Shared Database System or the System Administrator.

PASSWORD PROTOCOLS

The user account protocols used for access to the HMIS Shared Database System are configured to meet the minimum baseline requirement set by the HUD/HMIS Final Notice. User name and password must:

- 1) Include at least one or more **numbers**.
- 2) Include one or more **upper-case letters**.
- 3) Include one or more **lower-case letters**.
- 4) Passwords be a minimum of **eight characters or longer**.
- 5) Use symbols in place of some letters.
- 6) Not based on the user’s name, organization, or software name.
- 7) Must not be based on common words found in the common dictionary or any of the above spelled backwards.
- 8) Passwords are free of word or number patterns.

User Name Printed: \_\_\_\_\_ Agency Name: \_\_\_\_\_

USER CODE OF ETHICS

HMIS Shared Database System users must treat Partner Agencies with respect, fairness and good faith. Each HMIS Shared Database System user should maintain high standards of professional conduct in the capacity as a HMIS Shared Database System user. The HMIS Shared Database System user's primary responsibility is to his/her Client(s). HMIS Shared Database System users have the responsibility to relate to the client's of other Partner Agencies with full professional consideration.

I understand and agree to comply with all the statements listed above.

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
HMIS/System Administrator

\_\_\_\_\_  
Date

NOTE: The HMIS Administrator must sign all User Policy forms for the agency's HMIS Shared Database System users.

## **Exhibit E**

### **HIPAA Business Associate Agreement**

This Business Associate Agreement is made part of the base contract (“Underlying Agreement”) to which it is attached, as of the date of commencement of the term of the Underlying Agreement (the “Effective Date”).

#### **RECITALS**

**WHEREAS**, County and Contractor (hereinafter referred to as Business Associate (“BA”) entered into the Underlying Agreement pursuant to which BA provides services to County, and in conjunction with the provision of such services, certain Protected Health Information (“PHI”) and Electronic Protected Health Information (“EPHI”) may be disclosed to BA for the purposes of carrying out its obligations under the Underlying Agreement; and

**WHEREAS**, the County and BA intend to protect the privacy and provide for the security of PHI and EPHI disclosed to BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act, Pub. L. No. 104-191 of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the “HITECH” Act), and regulation promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws as may be amended from time to time; and

**WHEREAS**, County is a Covered Entity, as defined in the Privacy Rule and Security Rule, including but not limited to 45 CFR Section 160.103 ; and

**WHEREAS**, BA, when a recipient of PHI from County, is a Business Associate as defined in the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 USC Section 17938 and 45 CFR Section 160.103; and

**WHEREAS**, “Individual” shall have the same meaning as the term “individual” in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.202(g);

**WHEREAS**, “Breach” shall have the meaning given to such term under the HITECH Act under 42 USC Section 17921; and

**WHEREAS**, “Unsecured PHI” shall have the meaning to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to 42 USC Section 17932(h).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

- I. Definitions. Unless otherwise provided in this Business Associate Agreement, capitalized terms shall have the same meanings as set forth in the Privacy Rule, as may be amended from time to time.
- II. Scope of Use and Disclosure by BA of County Disclosed PHI
  - A. BA shall not disclose PHI except for the purposes of performing BA's obligations under the Underlying Agreement. Further, BA shall not use PHI in any manner that would constitute a violation of the minimum necessary policies and procedures of the County, Privacy Rule, Security Rule, or the HITECH Act.
  - B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Business Associate Agreement or required by law, BA may:
    1. Use the PHI in its possession for its proper management and administration and to fulfill any legal obligations.
    2. disclose the PHI in its possession to a third party for the purpose of BA's proper management and administration or to fulfill any legal responsibilities of BA, or as required by law
    3. Disclose PHI as necessary for BA's operations only if:
      - a) Prior to making a disclosure to a third party, BA will obtain written assurances from such third party including:
        - (1) To hold such PHI in confidence and use or further disclose it only for the purpose of which BA disclosed it to the third party, or as required by law; and,
        - (2) The third party will immediately notify BA of any breaches of confidentiality of PHI to the extent it has obtained knowledge of such breach.
    4. Aggregate the PHI and/or aggregate the PHI with that of other data for the purpose of providing County with data analyses related to the Underlying Agreement, or any other purpose, financial or otherwise, as requested by County.
    5. Not disclose PHI disclosed to BA by County not authorized by the Underlying Agreement or this Business Associate Agreement without patient authorization or de-identification of the PHI as authorized in writing by County.
    6. De-identify any and all PHI of County received by BA under this Business Associate Agreement provided that the de-identification conforms to the requirements of the Privacy Rule, 45 CFR and does not preclude timely payment and/or claims processing and receipt.
  - C. BA agrees that it will neither use nor disclose PHI it receives from County, or from another business associate of County, except as permitted or required by this Business Associate Agreement, or as required by law, or as otherwise permitted by law.
- III. Obligations of BA. In connection with its use of PHI disclosed by County to BA, BA agrees to:
  - A. Implement appropriate administrative, technical, and physical safeguards as are necessary to prevent use or disclosure of PHI other than as permitted by the Agreement that reasonably and appropriately protects the confidentiality, integrity, and

availability of the PHI in accordance with Title 45 of the Code of Federal Regulations, Part 160 and Part 164, Subparts A and C (the “HIPAA Privacy Rule” and the “HIPAA Security Rule”) in effect or as may be amended, including but not limited to 45 CFR 164.308, 164.310, 164.312, and 164.504(e)(2) . BA shall comply with the policies, procedures, and documentation requirements of the HIPAA Security Rule.

B. Report to County within 24 hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

C. Report to County in writing of any access, use, or disclosure of PHI not permitted by the Underlying Agreement and this Business Associate Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than five (5) days. To the extent the Breach is solely a result of BA’s failure to implement reasonable and appropriate safeguards as required by law, and not due in whole or part to the acts or omissions of the County, BA may be required to reimburse the County for notifications required under 45 CFR 164.404 and CFR 164.406.

D. BA shall not use or disclose PHI for fundraising or marketing purposes. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. BA shall not directly or indirectly receive remuneration in exchange of PHI, except with the prior written consent of the County and as permitted by the HITECH Act, 42 USC Section 17935(d)(2); however, this prohibition shall not affect payment by County to BA for services provided pursuant to the Agreement.

IV. PHI Access, Amendment, and Disclosure Accounting. BA agrees to:

A. Provide access, at the request of County, within five (5) days, to PHI in a Designated Record Set, to the County, or to an Individual as directed by the County. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 USC Section 17935(e).

B. Within ten (10) days of receipt of a request from County, incorporate any amendments or corrections to the PHI in accordance with the Privacy Rule in the event that the PHI in BA’s possession constitutes a Designated Record Set.

C. To assist the County in meeting its disclosure accounting under HIPAA:

1. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosure from Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At the minimum, the information collected shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed and; (iv) a brief

statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.

2. Within in 30 days of notice by the County, BA agrees to provide to County information collected in accordance with this section to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI.

- D. Make available to the County, or to the Secretary of Health and Human Services (the "Secretary") , BA's internal practices, books and records relating to the use of and disclosure of PHI for purposes of determining BA's compliance with the Privacy Rule, subject to any applicable legal restrictions. BA shall provide County a copy of any PHI that BA provides to the Secretary concurrently with providing such information to the Secretary.

V. Obligations of County.

- A. County agrees that it will promptly notify BA in writing of any restrictions on the use and disclosure of PHI agreed to by County that may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- B. County agrees that it will promptly notify BA in writing of any changes in, or revocation of, permission by any Individual to use or disclose PHI, if such changes or revocation may affect BA's ability to perform its obligations under the Underlying Agreement, or this Business Associate Agreement.
- C. County agrees that it will promptly notify BA in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect BA's use of disclosure of PHI.
- D. County shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by County, except as may be expressly permitted by the Privacy Rule.
- E. County will obtain any authorizations necessary for the use or disclosure of PHI, so that BA can perform its obligations under this Business Associate Agreement and/or the Underlying Agreement.

VI. Term and Termination.

- A. Term. This Business Associate Agreement shall commence upon the Effective Date and terminate upon the termination of the Underlying Agreement, as provided therein when all PHI provided by the County to BA, or created or received by BA on behalf of the County, is destroyed or returned to the County, or, or if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- B. Termination for Cause. Upon the County's knowledge of a material breach by the BA, the County shall either:
  1. Provide an opportunity for the BA to cure the breach or end the violation and terminate this Agreement if the BA does not cure the breach or end the violation within the time specified by the County.
  2. Immediately terminate this Agreement if the BA has breached a material term of this Agreement and cure is not possible; or

3. If neither termination nor cures are feasible, the County shall report the violation to the Secretary.

C. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, the BA shall, at the option of County, return or destroy all PHI that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI.
2. In the event that the County determines that returning or destroying the PHI is infeasible, BA shall provide to the County notification of the conditions that make return or destruction infeasible, and BA shall extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as the BA maintains such PHI. If County elects destruction of the PHI, BA shall certify in writing to County that such PHI has been destroyed.

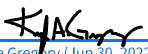
VII. Indemnity

- A. BA shall indemnify and hold harmless all Agencies, Districts, Special Districts and Departments of the County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (collectively "County") from any liability whatsoever, based or asserted upon any services of BA, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to BA's performance under this Business Associate Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever including fines, penalties or any other costs and resulting from any reason whatsoever to the extent arising from the performance of BA, its officers, agents, employees, subcontractors, agents or representatives under this Business Associate Agreement. BA shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards against the County in any claim or action based upon such alleged acts or omissions.
- B. With respect to any action or claim subject to indemnification herein by BA, BA shall, at its sole cost, have the right to use counsel of its choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes BA's indemnification of County as set forth herein. BA's obligation to defend, indemnify and hold harmless County shall be subject to County having given BA written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at BA's expense, for the defense or settlement thereof. BA's obligation hereunder shall be satisfied when BA has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Business Associate Agreement shall in no way limit or circumscribe BA's obligations to indemnify and hold harmless the County herein from third party claims arising from the issues of this Business Associate Agreement.




- D. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the BA from indemnifying the County to the fullest extent allowed by law.
  - E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Business Associate Agreement, this indemnification shall only apply to the subject issues included within this Business Associate Agreement.
- VIII. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.
- IX. Survival. The respective rights and obligations of this Business Associate Agreement shall survive the termination or expiration of this Business Associate Agreement.
- X. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- XI. Conflicts. Any ambiguity in this Business Associate Agreement and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, 45 CFR, and HIPAA generally.

**Approval and Signatures**

By:   
Kyle Gregory (Jun 30, 2022 19:51 EDT)  
 Name  
 "BA Representative"

Dated: 06/30/2022

By:   
Timalynn Jones (Jun 30, 2022 14:14 PDT)  
 Name  
 "HHSA Representative"

Dated: 06/30/2022

**EXHIBIT F**  
**VENDOR ASSURANCE OF COMPLIANCE WITH**  
**THE COUNTY OF EL DORADO HEALTH AND HUMAN SERVICES AGENCY**  
**NONDISCRIMINATION IN STATE**  
**AND FEDERALLY ASSISTED PROGRAMS**

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NAME OF VENDOR/RECIPIENT: MAXIMUS Human Services, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address of vendor/recipient

(08/13/01)