AGREEMENT FOR SERVICES #10254
Disability Benefits Advocacy Agreement

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 US Services, Inc., a Virginia Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1600 Tysons Boulevard, 14th Floor, Tysons, Virginia 22102, and whose Agent for Service of Process is CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Sacramento, California 95833 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain Contractor to provide disability benefit application assistance services to HHSA clients in the Housing and Disability Advocacy Program (HDAP), California Work Opportunities and Responsibility to Kids (CalWORKs) and Home Safe programs;

WHEREAS, County's Health and Human Services Agency (HHSA) receives funding from federal and state entities to carry out the activities in accordance with this Agreement;

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;

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

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: Adults and children with disabilities in need of support/assistance navigating disability-based income applications, renewals, appeals, and other services through Social Security. Populations will include those referred from within County HHSA CalWORKs Housing Support Program (HSP) and Welfare-To-Work (WTW), HDAP and the Adult Protective Services (APS) Home Safe (HS) Program.
B. Authorization of Services: The following services, as applicable, may only be provided if County refers a client to Contractor via a written authorization from the HDAP, CalWORKs or HS

program.

C. Contractor Responsibilities:
   1. Review hard copy and electronic files and reports of existing disabled individuals, including older and dependent adults who are experiencing homelessness, or at risk of homelessness and those referred from within HHSA (hereinafter referred to as "Clients") to identify those Clients that may be eligible to receive Supplemental Security Income (SSI)/State Supplementary Payment (SSP) administered by the Social Security Administration (SSA) or Veterans Affairs (VA).
   2. Create and maintain several options for referrals, including internet-based, with the capacity to provide reports and tracking of applications, approvals, appeals, denials, and reassessments for eligibility.
   3. Coordinate and complete the application process on behalf of Clients deemed potentially eligible based upon the screening process for 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 IA counties to recover from an individual's initial retroactive SSI payment. IA 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 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 A marked "Form SSP-14," incorporated herein and made by reference a part hereof
   4. Provide support options to facilitate completion of SSI/SSP applications with input from the care provider is unable to complete forms or portions of the applications. Assistance shall include electronic, and telephone assistance options.
   5. Collect and copy information and documentation, including medical records, needed to support SSI/SSP applications.
   6. Track medical appointments related to SSI/SSP applications as follows:
      a) Call and mail, or email Clients, care providers, and HHSA staff to remind them of appointments; and
      b) Assist care provider, HHSA staff, and Clients to reschedule appointments timely and within SSA regulations.
   7. Maintain records on each Client referred relative to the application, benefit maintenance, and/or appeals process for SSI/SSP 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; and
      b) Contractor shall maintain Client confidentiality in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), privacy and security rules, and all applicable program regulations.
   8. Provide direction and pursue appropriate appeals and submit necessary documentation on all SSA benefits overpayments and underpayments.

9. Provide appropriate legal support at any stage of an application process, and/or benefit administration, e.g., addressing policies, denials, reconsiderations, hearings, overpayments, underpayments, etc.
10. Contractor shall gather all additional medical or other information requested by SSA. 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.
11. 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;
    b) Provide SSA information and documentation for all reconsideration meetings; and
    c) Attend all reconsideration meetings and hearings, whether formal or informal.
12. Provide recommendations to County on all cases requiring additional examination and testing.
13. Research and problem-solve, including through direct contact with SSA, to resolve underpayment or overpayments of SSI benefits.
14. Coordinate with HHSA staff in recommending appropriate actions to ensure accurate benefits.

D. Contractor Systems Coordination and Liaison Services

Contractor shall:

1. Work with the County to design, implement, train, coordinate, prioritize, and maintain a system of application reviews.
2. Document processes and assist with the development and maintenance of written guidelines and HHSA policies and procedures.
3. In conjunction with the County, ensure its activities integrate with County financial and applicable 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 related matters. This may include site visits and collaborative meetings with SSA. Consult and problem-solving may include Retirement Social Security Disability Insurance (SSDI) and SSI benefits and/or other benefits administered by SSA.
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. Monitor and research emerging SSA benefit and related Welfare regulations, policies and procedures, and best practices to advise County of any changes that impact the current caseload. Contractor shall be available to consult with County on cases and activities related to SSA regional or district offices, or on general Social Security issues.
6. Facilitate and attend weekly meetings with County to validate progress, communication, reconcile SSI/SSP application filings and approvals, discuss and plan for emerging SSI/SSP changes and County needs.
7. Coordinate submission meetings with SSA and HHSA staff and provide a detailed list of applicants and SSA forms requiring an electronic signature from a County staff dedicated representative.
8. Design, coordinate, and deliver training to County staff, and produce training and informational materials, including brochures, flyers, handouts, articles, and others deemed appropriate, on an as needed basis two (2) times per year.

9. 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 shall periodically perform ad hoc system reviews to ensure County is maintaining high quality standards and make procedural or policy recommendations to enhance outcomes.
10. Provide Information Technology tools and/or data maintenance techniques and solutions to assist in the continual improvement in identifying, maintaining, and monitoring SSI/SSP benefits.
11. Contractor staff shall coordinate with APS staff to enter disability and application data into Adult Protective Services/Case Management (APS/CMS).

E. Contractor Service Objectives
Contractor shall meet the following services objectives:
1. One hundred percent (100%) of 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 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 within one-hundred and twenty (120) days of the referral date.

F. Contractor Outcome Objectives
Contractor shall meet the following outcome objectives:
1. Using a HHSA-provided training survey, ninety percent (90%) of participants in Contractor provided training will rate the training as effective or useful.
2. Contractor shall 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 will 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.
2. County will require Contractor staff to execute Exhibit B, marked "Homeless Management Information System (HMIS) Access Agreement" (or subsequent replacement system) incorporated herein and made by reference a part hereof, prior to access being granted. In addition, Contractor shall execute any and all acknowledgements and forms contained within Exhibit C, marked "Privacy & Confidentiality," incorporated herein and made by reference a part hereof. References to employee or 'employees" in Exhibit C shall be read and understood to mean the Contractor for purposes of this Agreement.
   a) County will be responsible for retaining originals of referenced exhibits signed by Contractor staff.
   b) County will make signed originals available upon request.

ARTICLE II
Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of July 1, 2026 through June 30, 2029.

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, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

A. **Rates:** 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
Disability benefit advocacy as outlined in Section B, Contractor Responsibilities.	$1,600/per submission
Successful Award of Benefits to Client	$750/per client
New Appointed Representative Case	$1,600/per case

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

Rate change requests are subject to written approval by the County Contract Administrator or designee. Contractor shall submit rate change requests in writing to County at least thirty (30) days in advance of a rate change request to include the reason for the change which may include:

1. Increases to Contractor's cost of doing business (no more than once per 12 months);
2. Rate changes due to state or federal rate changes or billing methodology;
3. Changes to staffing levels;
4. Changes to billing units or budget modifications; or
5. Other reason which is substantiated by County staff based on the Contractor justification provided.

County acceptance or denial of rate changes will be submitted to Contractor via written notice in accordance with the Article titled "Notice to Parties." In no event shall the maximum obligation of the Agreement be exceeded.

B. **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://ElDoradoCounty.ca.gov/HHSA-Contractor-Resources and shall reference this Agreement number on their faces.

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

Email (preferred method):	*U.S. Mail:*
SSCWSinvoice@edcgov.us Please include in the subject line: "Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location as County directs.

Supplemental Invoices: For the purpose of this Agreement, supplemental invoices shall be defined as invoices submitted for additional services, previously disallowed services, or inadvertently not submitted services rendered during a month for which a prior invoice has already been submitted to County. Supplemental invoices should include the standard invoice format with description of services rendered. Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by County after July 31st of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31st of the subsequent year, must be submitted in writing, and must be approved by the Health and Human Services Agency's Chief Fiscal Officer.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or financial reports are received, or proceed as set forth below in the Article titled "Default, Termination, and Cancellation," herein.

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement as stated herein below:

Program	**Not To Exceed**
HDAP	$120,000
CalWORKs	$90,000
Home Safe (HS)	$75,000
Total Not to Exceed	**$285,000**

Total Maximum Contractual Obligation: $285,000, inclusive of costs, taxes and expenses for the term of the Agreement.

ARTICLE V

Federal Funding Notification: Contractor agrees to comply with federal procedures in accordance with 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to County.

An award/subaward or contract associated with a covered transaction may not be made to a subrecipient or contractor who has been identified as suspended or debarred from receiving federal funds. Contractor shall submit certification of compliance consistent with Article XXXIX (E), below (Debarment and Suspension Certification). Additionally, counties must annually verify that the subrecipient and/or contractor remains in good standing with the federal government throughout the life of the agreement/contract. Consistent with 2 CFR 180.300(a), County has elected to verify whether Contractor has been suspended from using the federal System for Award Management (SAM). The federal SAM is an official website of the federal government through which counties can perform queries to identify if a subrecipient or contractor is listed on the federal SAM excluded list and thus suspended or debarred from receiving federal funds.

A. System for Award Management: Contractor is required to obtain and maintain an active Universal Entity Identifier (UEI) No. in the System for Award Management (SAM) system at https://sam.gov/content/home. Noncompliance with this requirement shall result in corrective action, up to and including termination pursuant to the provisions contained herein this Agreement under the Article(s) titled "Fiscal Considerations" or "Default, Termination, and Cancellation."
B. Catalog of Federal Domestic Assistance: Pursuant to the Office of Management and Budget (OMB) Uniform Grants Guidance, all recipients and sub-recipients of federal funds must be provided the Assistance Listing Numbers (ALN) number at the time the contract is awarded. The following are ALN numbers, award specific information, and program titles for programs administered by the County on behalf of California Department of Social Services that may apply to this contract:

Federal Funding Information			
Contractor:	**Maximus US Services, Inc.**		**UEI#: KAMBG3KEKMH3**
Award Term:	**7/1/26-6/30/29**		**EIN #:**
Total Federal Funds Obligated: Up To $285,000			
Federal Award Information			
ALN Number	**Federal Award ID Number (FAIN)**	**Federal Award Date / Amount**	**Program Title**
93.558	2101CATANF 2201CATANF	10/01/20,01/05/21, 04/01/21,07/02/21, 10/27/21,01/03/22, 04/05/22	Temporary Assistance for Needy Families (TANF)
Project Description:	Disability benefit advocacy		
Awarding Agency:	State of California –Health and Human Services Agency Department of Social Services		
Pass-through Entity	County of El Dorado, Health and Human Services Agency		
Indirect Cost Rate or de minimus	Indirect Cost Rate: ___________	De minimus ☒	
Yes ☐ No ☒	Award is for Research and development.		

ARTICLE VI

Lobbying Certification: The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions. A copy of Form SF-LLL can be downloaded and completed at https://grants.gov/forms/forms-repository/post-award-reporting-forms.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE VII
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.
D. 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 the Article titled "Default, Termination, and Cancellation."
E. 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 VIII
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, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, section 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 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. 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 executing this Agreement 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 D, marked "Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs," incorporated herein and made by reference a part hereof. Contractor shall acknowledge compliance by signing and returning Exhibit D upon request by County.

ARTICLE IX
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 X
Executive Order N-6-22 – Russia Sanctions: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, if this Agreement is funded by state funds and County determines Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The County shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the County.

ARTICLE XI

Generative Artificial Intelligence: For the purposes of this provision, "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

A. Contractor shall immediately notify County in writing if it: (1) intends to provide GenAI as a deliverable to the County; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State or County system ("System"), (ii) risk to the State or County, or (iii) performance of this Agreement. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

B. Notification shall be provided to the County's Contract Administrator identified in this Agreement.

C. At the direction of County, Contractor shall discontinue the provision to County of any previously unreported GenAI that results in a material impact to the functionality of a System, risk to the State or County, or performance of this Agreement, as determined by County.

D. If the use of previously undisclosed GenAI is approved by County, the Parties will amend the Agreement accordingly, which may include updating the description of deliverables and incorporating GenAI Special Provisions into the Agreement, at no additional cost to the County.

E. County, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this Agreement when such failure results in a material impact to the functionality of the System, risk to the State or County, or performance of this Agreement. County is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the Agreement.

ARTICLE XII

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 XIII

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 XIV

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 XV

Health Insurance Portability and Accountability Act (HIPAA) Compliance: As a condition of Contractor performing services for County, Contractor shall execute Exhibit E, marked "HIPAA Business Associate Agreement," incorporated herein and made by reference a part hereof.

ARTICLE XVI

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 XVII

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 understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

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 Contractor shall not make any agreements or representations on the County's behalf.

ARTICLE XVIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIX

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 XX

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; and
    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.

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 Consultant, 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 the 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, in accordance with the Article titled "Notice to Parties." 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.

E. Funding Unavailable: County may terminate this Agreement immediately, without prior notice, at any time upon giving written notice to Contractor that County has been notified the grant/allocation funds from the State of California, federal government, or other entity, or any portion thereof, for the purposes of carrying out this Agreement, are not available, to County, including if distribution of such funds are suspended or delayed.

ARTICLE XXI
Notice to Parties: All notices to be given by the parties hereto shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

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
Email: hhsa-contracts@edcgov.us

with a copy to:

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent
Email: procon@edcgov.us

or to such other location or email as County directs.

Notices to Contractor shall be addressed as follows:

MAXIMUS US SERVICES, INC.
1600 Tysons Blvd, #1400
McLean, VA 22102
ATTN: Edward Mirza, Project Manager
EdwardMirza@maximus.com

With copy to:
Attn: Kyle A. Gregory, Counsel - Contracts
contracts@maximus.com

or to such other location or email as Contractor directs.

ARTICLE XXII
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 herein above under the 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 XXIII
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.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXIV

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

A. Full Worker's Compensation and Employer's Liability Insurance 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 combined single limit per occurrence for bodily injury and property damage and a $2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on Insurance Services Office (ISO) form CG 2010 1185, or its equivalent.
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/contractor, 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.
E. Contractor shall furnish a certificate of insurance satisfactory to the County's Risk Management Division as evidence that the insurance required above is being maintained.
F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
G. 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, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a 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. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. 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.

H. The certificate of insurance must include the following provisions stating that:
    1. The insurer will not cancel the insured's coverage without prior written notice to County; and
    2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.

I. Contractor's insurance coverage shall be primary insurance in respect to 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 Contractor's insurance and shall not contribute with it.

J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.

L. 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.

M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of County.

ARTICLE XXV

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:

A. 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

B. 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 XXVI
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 XXVII
Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be a Contractor within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are Consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

A. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
B. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
C. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice as detailed in the Article titled "Default, Termination and Cancellation."

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit F, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXVIII
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 XXIX
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 XXX
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 XXXI
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 XXXII
Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Jennifer Rogers, Deputy Director of Housing and Homelessness, Community Services, Health and Human Services Agency (HHSA), or successor. In the instance where the named Contract Administrator no longer holds this title with County and a successor is pending, or HHSA has to temporarily delegate this authority, County Contract Administrator's Supervisor shall designate a representative to temporarily act as the primary Contract Administrator of this Agreement and HHSA Administration shall provide the Contractor with the name, title and email for this designee via notification in accordance with the Article titled "Notice to Parties" herein.

ARTICLE XXXIII
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 XXXIV
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 XXXV
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 XXXVI
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 XXXVII
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 XXXVIII
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 XXXIX
Limit of Liability: County agrees that Contractor's total liability to County for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed $1,000,000.

In no event shall Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by County against Contractor relating to this Agreement must be made in writing and presented to Contractor within sixty (60) days of the County receiving notice of the claim.

ARTICLE XL
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: Jennifer Rogers
Jennifer Rogers (May 11, 2026 11:50:47 PDT)

Dated: 05/11/2026

Jennifer Rogers
Deputy Director, Community Services
Health and Human Services Agency

Requesting Department Head Concurrence:

By:
Olivia Byron-Cooper (May 12, 2026 08:31:13 EDT)

Dated: 05/12/2026

Olivia Byron-Cooper, MPH
Director
Health and Human Services Agency

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

-- COUNTY OF EL DORADO --

Dated: 6/23/26

By: ______________________
Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: ______________________ Dated: 6/23/26
Deputy Clerk

-- MAXIMUS US SERVICES, INC. --

By: Tameisha Moore
Tameisha Moore (May 21, 2026 13:19:10 EDT)

Dated: 05/21/2026

Tameisha Moore
Sr. Specialist
"Contractor"

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY | CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

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 overs 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

Maximus US Services, Inc.
Exhibit B
Homeless Management Information System Access Agreement

User Name Printed: ______________________________ Agency Name: ______________________________

EDOK
EL DORADO OPPORTUNITY KNOCKS

El Dorado County CoC

Working to End Homelessness in El Dorado County

COORINATED 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 Name Printed: ______________________________ Agency Name: ______________________________

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.

Self Sufficiency

Privacy & Confidentiality

Policies & User Agreements

The following documents and use agreements describe the scope of responsibility of all El Dorado County HHSA employees in the Income Support Division, each form is REQUIRED to be read and understood prior to accessing client information:

- El Dorado County HHSA - Privacy and Confidentiality of Client Information Policy (A-HH-012)
- El Dorado County Computer and Network Policies Agreement
  - El Dorado County General Network Usage Policy (A-19)
- Computer Policy and Ethics Statement
  - El Dorado County HHSA Computer Usage Policy (A-HH-006)
- User Agreements
  - CalSAWS
  - MEDS
  - CalHEERs
- Confidentiality Statement
- EDD Confidentiality Agreement
- EDC Employee Privacy and Security Acknowledgement
- Privacy and Security Training Completion Acknowledgement and Compliance Agreement
- Medi-Cal Privacy and Security Agreement (DHCS)
- ACL 19-65(CDSS Privacy and Security Agreement)

Required Training

El Dorado County HHSA; Income Support - Privacy & Confidentiality Training

→ Conducted within 30 days of employment and annually thereafter.

<u>Training purpose</u>:

1. **To understand Personally Identifiable Information (PII) and Protected Health Information (PHI)**
2. **To understand what is meant by "Assisting in the Administration of the Programs"**
3. **To understand what constitutes a secure area.**
4. **To understand Breaches, Security Incidents, and how to prevent them.**
5. **To understand what to report and how to report it.**
6. **To understand potential disciplinary actions for those who fail to follow privacy policies and procedures.**

All County Workers, who assist in the administration of County programs and use or disclose PII or PHI will understand the General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies.

After completing this training, workers may use or disclose PII or PHI only as permitted by the documents and policies listed above. PII is only to be used to perform administrative functions related to determining eligibility for individuals applying for any applicable programs. County Workers, who access, disclose or use PII or PHI in a manner or for a purpose not authorized by this training and accompanying documents may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

El Dorado County

EMPLOYEE
PRIVACY & SECURITY ACKNOWLEDGEMENT

While performing my official duties, I may have access to protected health information. I understand that:

- Protected health information (PHI)* is individually identifiable health information that is created, received, transmitted, maintained, or used within my department.
- PHI is not available to the public.
- Special precautions are necessary to protect this type of information from unlawful or unauthorized access, use, modification, disclosure, or destruction.

I agree to:

- Access, use, or modify PHI only for the purposes of performing my official duties.
- Never access or use PHI out of curiosity or for personal interest or advantage.
- Never show, discuss, or disclose PHI to or with anyone who does not have the legal authority to receive the information.
- Never retaliate, coerce, threaten, intimidate, or discriminate against or take other retaliatory actions against individuals or others who file complaints or participate in investigations or compliance reviews with regard to PHI.
- Never remove PHI from the work area without authorization.
- Treat passwords as confidential information. Assign and change them according to El Dorado County's Computer and Network Usage Policies.
- Exercise due care to preserve the integrity and confidentiality of electronic protected health information.
- Dispose of PHI by utilizing an approved method of destruction, which includes shredding. *I will not dispose of such information in open wastebaskets or recycle bins.*
- Notify my supervisor, the Privacy/Compliance Officer, and/or the Information Security Officer, as applicable, of a possible violation.

I understand penalties for violating any of the above limitations may include disciplinary action, and civil or criminal prosecution.

"I certify that I have read and understand the Privacy/Security Acknowledgement Statement printed above."

Print Full Name (first, middle initial, last)	Signature:
Department	Date Signed:

*Reference: Board of Supervisors Policy Manual Section L: Privacy Policy 8-5-11
Rev. 1/08

Confidentiality Agreement

General Use

California Welfare and Institutions Code Section 10850 and 45 CFR Section 205.50(a) are regulations that were created to protect the applicants and recipients against identification, exploitation or embarrassment that could result from the release of information identifying them as having applied for or having received public assistance. These regulations pertain to all records, papers, files and communications pertaining to the public social service programs.

"PII" is personally identifiable information that is obtained on behalf of the programs and can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. County staff may use PII to assist in the administration of programs. No county staff shall duplicate, disseminate or disclose PII.

Security and Privacy Safeguards

County staff shall ensure the privacy of clients is safeguarded from loss, theft or inadvertent disclosure. Identification badges should be worn at all times in areas where confidential information is stored. PII in paper form shall not be left unattended at any time. Unattended means the information may be observed by an individual not authorized to access the information. Visitors to areas where PII is contained shall be escorted and PII will be kept out of sight.

Unacceptable Use

Accessing these records for any reason, other than in the course of official duty, is punishable as a misdemeanor and using the information for personal gain is punishable as a felony. **Specifically, it is a violation of California State law and this confidentiality agreement to access any record without a business need.**

Entering a case of a friend, family member, co-worker or person otherwise known to you constitutes a conflict of interest, is strictly prohibited and subject to disciplinary and/or legal action. If a conflict of interest occurs, supervisory staff must be notified immediately.

Enforcement Policies

Employee negligence, repetitive or willful violation of County "Privacy and Confidentiality of Client Information" Policy may result in disciplinary action including and up to termination of employment as outlined in the County of El Dorado Personnel Rules and the HHSA Privacy Rule Mitigation and Sanctions Policy.

In addition to internal sanctions, individuals who purposely violate privacy policy may be subjected to both civil and criminal liability under the American Recovery and Reinvestment Act of 2009 (ARRA).

"I certify that I have read and understand the Confidentiality Statement printed above."

Signature: ______________________________ **Date:** ______________

COMPUTER POLICY AND ETHICS STATEMENT

El Dorado County has installed workstation propriety software such as CalSAWS, CWS/CMS, MEDS, CMIPS, and the El Dorado County Intranet System. Although workstations may be assigned to individuals, it is important to remember that they are the property of El Dorado County and should only be used for county business. If there is a problem with a workstation, please contact your system's Help Desk immediately. Please do not try to fix the problem yourself.

1. Each employee will be assigned a user (log-on) identification and password. Everyone will have the opportunity to change his/her password. Employees are responsible to maintain user identification and password integrity. To do this:
   - Do not put your password or identification code where others can easily locate it;
   - Use a password that is not obvious;
   - Never share your password;
   - Always log off the system when leaving any workstation.

2. Confidentiality must be maintained. The following is prohibited without prior authorization:
   - To look at case/person's information on any computer system, which is not required for your normal job;
   - To screen print or copy to a disk or storage device confidential information for any unauthorized reason;
   - To connect to any network not installed, approved, and authorized by the department;
   - To create a breach of security, such as:
     - "hack" into unauthorized areas;
     - Purposely cause information integrity to be in question;
     - Create and/or activate a computer virus or any other destructive operations;
     - Monitor any electronic function for the purpose of fraud, invasion of personal privacy, breach of confidentiality, personal use for exploitation in any form, or any other unlawful and or unauthorized purpose;
   - Use any electronic mechanism for personal use, such as running a business, gambling or estimating odds, or investment tracking.

3. No unauthorized software is to be installed on any workstation. This includes games, screensavers, and other software from home. All programs on a personal computer (PC) must be licensed. This means each program has been purchased from an authorized vendor and the PC running the program has its own licensed copy. An authorized, licensed version of the software is much less likely to engender problems than software obtained from other sources. The following is prohibited without prior authorization:
   - Use any variety of "shareware" or other unauthorized legally free software;
   - Bring in a disk or storage device from other sources which have not been checked for virus and approved for use;
   - Duplicate software for any personal, home or other use;
   - Use any software for violating copyright, licensing agreements or trade secrets;
   - Use any software for counterfeiting, fraud, breach of confidentiality or any other unlawful or unauthorized purpose;
   - Make copies of written user materials such as manuals for personal computers, printers, label makers, etc.

4. No one should change colors, backgrounds, etc., on any jointly shared workstation without supervisor approval.
5. Failure to abide by this computer policy and ethics statement may result in disciplinary action.

In addition to the above, I acknowledge receipt of a copy of the Health and Human Services Agency, Policy and Procedure A-HH-006 (Computer Usage).

____________________________________ ________________
Employee Signature   Date

COUNTY OF EL DORADO

HEALTH & HUMAN SERVICES
Olivia Byron-Cooper, MPH
Director

3057 Briw Road, Suite B
Placerville, CA 95667

AGENCY DIVISIONS
Administration & Finance
Behavioral Health
Community Services
Protective Services
Public Health
Self-Sufficiency

Privacy and Security Training

Training Completion Acknowledgement and Compliance Agreement

I, ______________________________, have completed the County of El Dorado Health and Human Services Agency (HHSA) Privacy and Security Awareness Training required as part of the Department of Health Care Services (DHCS) Medi-Cal Privacy and Security Agreement[1] and the California Department of Social Services (CDSS) Privacy and Security Agreement[2]. I agree to comply with the terms and requirements provided in the training, including protecting and safeguarding the privacy and security of Personally Identifiable Information (PII). I understand that violation of these requirements may result in disciplinary action, up to and including termination of employment, as well as civil and criminal liability.

______________________________ ______________________________
Signature Date

______________________________ ______________________________
Print Name Office Phone Number

[1]Medi-Cal Privacy and Security Agreement #24-09 (MOU #9050) entered into effective September 1st 2024 between the California Department of Health Care Services (DHCS) and HHSA.

[2]Privacy and Security Agreement #25-17 (MOU #9552) entered into effective August 26th 2025 between the California Department of Social Services (CDSS) and HHSA.

El Dorado County Health and Human Services Agency Policy and Procedure			
COMPUTER USAGE		*Policy Number*	*A-HH-006*
		Date Adopted	*6/30/14*
		Date Revised	
Approved By	Donald Ashton, M.P.A., Director	*Page Number*	*1 of 2*

PURPOSE.

The purpose of this policy is to ensure that employees in the El Dorado County Health and Human Services Agency (HHSA) are appropriately using County computers and systems pursuant to the El Dorado County Computer and Network Resource Usage Policies and Standards Guide (General Use).

POLICY

All employees of HHSA are required to fully comply with El Dorado County Policy A-19 - Computer and Network Resource Usage Policies and Standards Guide.

Per Policy A-19, County computers and systems are County property and are intended to be used to conduct County business. These resources do not belong to individuals and are to be used by employees for the purpose of completing the work required for their position while employed or contracted by the County.

All data created or received on the County's computer systems remains the property of El Dorado County. There is no reasonable expectation of privacy regarding the confidentiality of information stored on any computer, terminal or network device belonging to El Dorado County, whether related to County business or to personal use. Employees are responsible for safeguarding confidential information from unauthorized disclosure or use, and must take all reasonable precautions to ensure privacy is maintained under the law when handling information in any form.

Employees may engage in reasonable incidental use of the County's computer system to the extent permitted by the department head. An example of incidental personal use of computers includes using computers to access the internet while on breaks and lunch periods. While using computers for personal use, employees are expected to use good judgment in accessing appropriate content or internet sites. Employees should not engage in any activities that may degrade overall system performance, detract from productivity, duties, or service to the public, violate any law, or any County policy, procedure, or regulation or tarnish the image of the County or contribute to disrepute of the County. Unallowable activities include downloading large files, accessing streaming media, music or video files, or engaging in other unpermitted or inappropriate activities.

PROCEDURE

1. Upon hire, and annually, all HHSA employees review County Policy A-19 and agree to comply with the policy by signing a County User Agreement or Policy Acknowledgement form.

2. Should an employee unintentionally access an inappropriate intemet site, or believe confidential client information may have been disclosed or handled in an unauthorized way, the employee notifies their supervisor immediately.

3. Supervisors of HHSA actively monitor computer usage by employees under their supervision and notify management staff immediately of any inappropriate or unauthorized activity.

REFERENCE

County Policy A-19, ***El Dorado County Computer and Network Resource and Usage Policies and Standards Guide***

Maximus US Services Inc.
Exhibit D
Contractor Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

CONTRACTOR 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; Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), and including 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, physical disability, mental health disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political affiliation, sexual orientation, gender identity, gender expression, genetic information, military and veteran status, or other applicable protected basis 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 CONTRACTOR 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 Contractor/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.

BY ACCEPTING THIS ASSURANCE, the Contractor agrees to give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

05/21/2026
Date

Tameisha Moore
Tameisha Moore (May 21, 2026 13:19:10 EDT)
Contractor Signature

1600 Tysons Blvd., Fl 14., Tysons, VA 22102
Address of Contractor

Maximus US Services, Inc.
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;

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;

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;

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;

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: Tameisha Moore
Tameisha Moore (May 21, 2026 13:19:10 EDT)

Dated: 05/21/2026

Tameisha Moore
Sr. Specialist
"BA Representative"

By: Jennifer Rogers
Jennifer Rogers (May 11, 2026 11:50:47 PDT)

Dated: 05/11/2026

Jennifer Rogers
Deputy Director, Community Services
El Dorado County Health and Human Services Agency (HHSA)
"HHSA Representative"

Maximus US Services, Inc.
Exhibit F
California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars ($500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than $500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☑ NO

If yes, please identify the person(s) by name:
If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than $500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☑ NO

If yes, please identify the person(s) by name:
If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

05/21/2026	Tameisha Moore Tameisha Moore (May 21, 2026 13:19:10 EDT)
Date	Signature of authorized individual
Maximus US Services	Tameisha Moore
Type or write name of company	Type or write name of authorized individual

Date Received

CHIEF ADMINISTRATIVE OFFICE
Procurement and Contracts Division

NON-COMPETITIVE PURCHASE REQUEST JUSTIFICATION

Required for all (non-emergency) sole source acquisitions in excess of $5,000.00 and sole source service requests in excess of $100,000.00.

This justification document consists of three (3) pages. All information must be provided and all questions must be answered. **Department Head approval is required.**

Requesting Department Information

Department: 52-Community Services

Org Code: 5110100

Contact Name: Christopher Richardson

Subobject:

User Code:

Telephone: (530) 295-6931

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Required Supplier / Vendor Information

Vendor / Supplier Name: Maximus, Inc. (Maximus)

Vendor / Supplier Address: 1600 Tysons Boulevard, Fourteenth Floor, Tysons VA 22102

Contact Name: Edward Mirza

Estimated Purchase Price/Contract Amount: $120,000

Vendor / Supplier Email Address: edwardmirza@maximus.com

Telephone: (415) 699-6737

Fax: (844) 356-7500

Provide a brief description of the request, including all goods and/or services the vendor/supplier will provide and supporting exemption reference from Board Policy C-17 - Procurement Policy:

I am requesting a non-competitive purchase request for renewal Agreement with Maximus, Inc. for benefit advocacy services. The contract is paid for by the Housing and Disability Advocacy Program (HDAP) and fulfills the core program component of benefit advocacy services. This request meets the exemptions to competitive bidding by meeting the criteria outlined in Board Policy C-17 section 3.4.2, subclauses e and f. Disability benefits cases often take years, requiring several appeals before successful award. Should the County contract with an alternate provider after a competitive process the clients with open cases are likely to be negatively affected, potentially having their cases closed without award.

Department Head: Olivia Byron-Cooper (Mar 26, 2026 17:06:34 PDT)
Signature

Purchasing Agent: Michele Weimer (Apr 3, 2026 08:40:10 PDT)
Signature

Board of Supervisors:

Date:

Item: 26-0588

P&C Assignment:

Assigned To:

Date:

A. The good/service requested is restricted to one supplier for the reason stated below:

1. Why is the acquisition restricted to this goods/services supplier? (Explain why the acquisition cannot be competitively sourced. Explain how the supplier is the only source for the acquisition.)

Benefits advocacy is a specialized skill that is not covered by existing County job classifications, yet, is the most important component of the HDAP program. Clients enrolled in the program would be put at severe and unnecessary risk of losing their case should their benefit advocacy provider be changed during the prolonged process. Continuity of services from this provider is essential to the program's success and our ability to serve residents through the HDAP program.

2. Provide the background of events leading to this acquisition.

The County contracted with Maximus repeatedly since launching the HDAP program to provide benefit advocacy services. As of January 2026 maximus is actively engaged with 22 clients in the benefits advocacy process.

3. Describe the uniqueness of the acquisition. (Why was the goods/services supplier chosen?)

Benefits advocacy has historically been done by indpendent lawyers or firms who take a portion of the award as compensation. Because this program is tailored to unhoused poeple who are likely eligible for disability, they have additional barriers to completing the complex process of applying and submitting appeals to the Social Security Administration (SSA) without specialized assistance. For example, many are unable to collect vital medical documents and most do not have an address where they can recieve mail that often contains appeal deadlines and instructions. Lastly, they cannot afford to pay legal fees and need their full award to achieve housing stability. Maximus's expertise in this unique function and business model solves for both these issues to increase income and provide a pathway to sustainable housing.

4. What are the consequences of not purchasing the goods/services or contracting with the proposed supplier?

The program would have to close, prohibiting access for future clients and leaving current clients without the advocacy they need to gain an income and get into stable housing. Program participants are very likely to lose their case if the contract is not renewed or another provider was selected through a competitive process.

5. What market research was conducted to substantiate no competition, including the evaluation of other items or service providers? (Provide a narrative of your efforts to identify other similar or appropriate goods/services, including a summary of how the department concluded that such alternatives are either inappropriate or unavailable. The name and addresses of suppliers contacted and the reasons for not considering them must be included OR an explanation of why the survey or effort to identify other goods/services was not performed.)

Because continuity of services with this provider is paramount to the success of the program, no other providers have been evaluated since the program launched.

B. Price Analysis:

1. How was the price offered determined to be fair and reasonable? (Explain what basis was used for comparison and include cost analysis as applicable.)

A slight rate increase was determined to be fair and reasonable after a negotiation process with HHSA management. New rates were deemed to be comesurate with the scope of work and experience needed to complete the program objectives. Invoicing is tied to program activities and outcomes rather than a flat rate. Furthermore, the proposed NTE has been budgeted for with allocated State funds.

2. Describe any cost savings or avoidance realized (one-time or ongoing) by acquiring the goods/services from this supplier.

Witout contracting with Maximus the County would have to rovide these services in-house in order to continue the program. This would require altering existing classifications or creating a new classification to include these responsibilities. The contract provides a less expensive alternative than staffing, but offers up more flexibility for management to change course if needed.