

**SUPPLEMENTAL SECURITY INCOME FOR THE  
AGED, BLIND, AND DISABLED**

**Agreement for Reimbursement to California's Interim Assistance Agencies  
for Interim Assistance Payments  
Pursuant to Section 1631(g)  
of the Social Security Act**

**Between**

**The California Department of Social Services**

**and**

**The County of**

**EI Dorado**

The California Department of Social Services, hereinafter referred to as "the State" and the County of EI Dorado, on behalf of a County agency, hereinafter referred to as the "IA (Interim Assistance) agency" which is providing interim assistance to individuals for the purpose of ensuring the availability of assistance to meet basic needs of applicants for benefits under the Supplemental Security Income (SSI) program, Title XVI of the Social Security Act, hereby agree to enter into this Agreement to replace Agreement #19011, dated July 1, 1989.

This Agreement is entered into in accordance with the Agreement between the State and the Commissioner of the Social Security Administration, hereinafter referred to as the "Commissioner", to implement the provisions of U.S. Public Law 93-368, and subsequent amendments, and Section 10553 of California Welfare and Institutions Code, for the purpose of assuring the availability of reimbursement by the Commissioner to the IA agency for interim assistance paid.

## ARTICLE I

### SCOPE

This Agreement covers reimbursement by the Commissioner to the Interim Assistance (IA) agency for assistance furnished by the IA agency to individuals during (a.) the months their Supplemental Security Income (SSI)/State Supplementary Payment (SSP) applications are pending and (b.) during the months their SSI/SSP benefits have been suspended or terminated, if said individuals are subsequently found to be eligible for SSI/SSP payment of benefits for those months. However, an IA agency may be reimbursed only for months in which the Commissioner determines an SSI/SSP benefit is due an individual pursuant to (United States Code) 42 USC 1383 (g) (2) and was paid an interim assistance (IA) dollar amount payment pursuant to 42 USC 1383 (g) (3) (A) and (B).

## ARTICLE II

### DEFINITIONS

For purposes of this Agreement:

- A. The term "Commissioner" means the Commissioner of the Social Security Administration (SSA) or his/her delegate.
- B. The term "State" means the California Department of Social Services.

For purposes *other* than this agreement, (example: IA authorizations, IA payment documents from SSA, notices from SSA) the term "State" means an entity that the Commissioner deems to be a political subdivision and that such political subdivision is administratively feasible to include for participation in the Interim Assistance Reimbursement (IAR) Program. In California, these political subdivisions are County IA agencies.

- C. The term "interim assistance" (IA) means assistance furnished to an individual or on behalf of an individual, financed totally from the State of California's and/or local funds, for meeting basic needs and furnished (1) during the period beginning with the month following the month in which the individual filed an application for benefits, for which he/she was found eligible to receive benefits, and ending with (and including) the month the individual's benefits began, and (2) during the period beginning with the day the individual's benefits were reinstated after a period of suspense or termination, and ending with (and including) the month the individual's benefits were resumed.

- D.** The term "IA agency" means any county agency providing interim assistance, as defined in "C." above, to an individual or on behalf of an individual, to meet basic needs during the months the individual's application for benefits pursuant to the SSI/SSP program, Title XIV of the Social Security Act, is pending or during the period the individual's SSI benefits have been either suspended or terminated.
- E.** The term "Act" means the Social Security Act.
- F.** The terms "benefits", "SSI benefits", and "SSI/SSP benefits" mean Supplemental Security Income (SSI) benefits under Title XVI of the Act and any State Supplementary Payment (SSP) benefits under Section 1616 thereof, or mandatory minimum supplementary payments under section 212 of Public Law 93-66, which the Commissioner makes on behalf of the IA agency.
- G.** The terms "initial payment" and "initial posteligibility payment" mean the first payment with respect to the IA period discussed in C. above, but does not include any emergency advance payments authorized under section 1631(a)(4)(A) of the Act, any presumptive disability/blindness payment authorized under section 1631(a)(4)(B), or any immediate payments authorized under section 1631(a)(1).
- H.** The phrase "amount equal to the amount of initial payment or initial posteligibility payment available to the IA agency as IA reimbursement" means that portion of the initial (or initial posteligibility) payment that the IA agency can claim as reimbursement. In certain situations, the Commissioner is required by the Act to control the release of an individual's retroactive payment. In these situations, if SSA were to release the initial payment or initial posteligibility payment to the IA agency and the IA agency released a residual amount to the individual, the individual might be paid in a manner contrary to the Act. To prevent this, when SSA identifies such a situation, SSA will ask the IA agency to determine the amount it is entitled to be reimbursed, and SSA will then release that amount to the IA agency.
- I.** The term "Supplemental Security Income (SSI) Program" means the Federal assistance program authorized under title XVI of the Social Security Act.
- J.** The term "State Supplementary Payment (SSP) Program" means California's assistance program which is authorized under Title XVI of the Social Security Act and Welfare and Institutions Code Sections 12000 through 12205 and 13910 through 13922.
- K.** The term "authorization" means the form used by the IA agency to obtain an SSI/SSP applicant's written permission for the Commissioner to withhold the individual's initial payment or initial posteligibility payment and to send such payment to the IA agency. This form must be approved by the State and the Commissioner and must, at a minimum, provide language which advises the individual that:

1. For initial SSI/SSP claims, the period for the life of the authorization is twelve (12) months if the individual does not apply for SSI/SSP within the 12 month period. The 12 month period begins with the date SSA receives the signed authorization (in the case of a manual IA agency) or the date that the IA agency notifies SSA by an automated system that it has received a signed authorization (in the case of an automated IA agency) and ends twelve months later. In addition, if the IA agency does not notify the Commissioner within thirty (30) calendar days of the date the individual signed the authorization, the authorization is not binding on the applicant or the IA agency.

However, if the individual applies for SSI/SSP before the end of the 12 month life of the authorization period or has already applied for SSI/SSP before the period for the life of the authorization begins, the period for the life of the authorization will be extended beyond the 12 month period, until such time as:

- The Commissioner makes the first payment of retroactive SSI/SSP benefits on the individual's claim; or
- The Commissioner makes a final determination on the claim and no timely request for review is filed; or
- The IA agency and the individual agree to terminate the authorization.

If one of the events listed above occurs before the expiration of the 12 month period, the authorization will cease to be in force as of the date of the occurrence of such an event.

2. For initial posteligibility cases, the period for the life of the authorization is twelve (12) months. The 12 month period begins with the date SSA receives the signed authorization (in the case of a manual IA agency) or the date that the IA agency notifies SSA by an automated system that it has received a signed authorization (in the case of an automated IA agency) and ends twelve months later. In addition, if the IA agency does not notify the Commissioner within thirty (30) calendar days of the date the individual signed the authorization, the authorization is not binding on the applicant or the IA agency. The life of the authorization will remain in effect for that 12 month period, or until the end of the maximum period permitted under regulations at Subpart N of 20 CFR 416 (Code of Federal Regulations) within which to request administrative or judicial review of the Commissioner's determination to suspend or terminate the individual's SSI/SSP benefits, whichever period of time is longer, unless the individual files a request within the time for such review, or one of the following events occurs earlier, in which case the authorization will cease to have effect as of the date of such event:

- The Commissioner makes the first posteligibility payment of retroactive SSI/SSP benefits following the suspension or termination of the individual's benefits; or
- The Commissioner makes a final determination on the claim and no timely request for review is filed; or
- The IA agency and the individual agree to terminate the authorization.

If one of the events listed above occurs before the expiration of the 12 month period, the authorization will cease to be in force as of the date of the occurrence of such event.

3. After deducting from the individual's initial payment or initial posteligibility payment received from the Commissioner an amount sufficient to reimburse the IA agency for IA paid the individual or after receiving from the Commissioner an amount sufficient to reimburse the IA agency for IA paid the individual, the IA agency shall promptly provide to the individual a written notice (copies attached hereto at Appendices B or C) explaining the amount of the initial payment or initial posteligibility payment it received from the Commissioner and the excess amount (if any) due the individual and shall pay the excess amount (if any) to such individual within **ten (10) working days** of the date of the receipt of said payment from the Commissioner.
  4. Such individual shall have the right to a State Hearing from the State respecting any matter for which the individual believes he or she has been aggrieved by action taken by the IA agency under section 1631(g) of the Act.
- L. The term "protective filing" means a written Statement by an individual indicating his/her intent to claim SSI/SSP benefits received at an SSA office or another Federal office designated by the Commissioner to receive applications on behalf of the Commissioner, or by a person so authorized. For purposes of this Agreement, the term "protective filing" is limited to and means the written authorization defined in Article II, Paragraph K.

### ARTICLE III

#### FUNCTIONS TO BE PERFORMED BY THE COMMISSIONER

In accordance with the Memorandum of Understanding between SSA and the State (MOU#06-6002, effective August 10, 2006), the Commissioner shall:

- A. Send to the IA agency or the IA agency's designated financial institution (when feasible for both parties) the initial payment or initial posteligibility payment (or "an amount equal to the amount of initial payment or initial posteligibility payment

available to the IA agency as IA reimbursement" as defined in Article II), in situations where the Commissioner is required to control the release of the individual's retroactive payment) for any such individual for whom a signed copy of an authorization, as defined in Article II, Paragraph K., has been received by the Commissioner, or by a Federal office designated by the Commissioner to receive applications, prior to the date of payment.

- B.** Provide information to the State or the IA agency in order to assist the IA agency in complying with the terms of MOU# 06-6002.
- C.** Perform such other functions as may be required by the terms of MOU# 06-6002.

#### **ARTICLE IV**

##### **FUNCTIONS TO BE PERFORMED BY THE STATE**

The State shall:

- A.** Designate a staff member to have primary responsibility for the liaison and coordination of activities to carry out this Agreement.
- B.** Maintain responsibility for conducting any negotiations with SSA pursuant to this Agreement.
- C.** Provide the IA agency, in a timely manner, with access to all current IA regulations and to any subsequently amended regulations.
- D.** Provide the IA agency with those administrative and supervisory actions necessary to insure that the IA agency carries out the provisions of this Agreement.
- E.** Provide the individual with the opportunity for a State Hearing regarding the amount deducted from the retroactive payment or the payment of any excess within the 10 day period.
- F.** When requested by an automated IA agency, provide the IA agency with an extract of pending SSI/SSP records for each month, or,
- G.** For automated IA agencies, maintain an automated data processing method whereby the information required by Article V, Paragraph A. will be forwarded to the Commissioner within thirty (30) working days of an IA agency's match or the State's match on behalf of the IA agency of an individual's interim assistance record with the pending SSI/SSP record.

## ARTICLE V

### FUNCTIONS TO BE PERFORMED BY THE IA AGENCY

- A. The IA agency shall obtain a written, signed, and dated authorization for the reimbursement of IA (see Appendix A and Article II, Paragraph K.), for each individual who has received or will receive IA, and whose initial payment or initial posteligibility payment or "amount equal to the amount of the initial payment [and/or initial posteligibility payment] available to the IA agency as IA reimbursement" is to be sent to the IA agency or the IA agency's designated financial institution pursuant to Article III, Paragraph A.
1. Manual IA agencies will furnish a hard copy of the authorization to the Commissioner.
  2. Automated IA agencies will notify the Commissioner of the receipt and date of receipt of the authorization via the IA agency's approved electronic data transfer process.
- B. The IA agency may receive on the Commissioner's behalf, the authorization as intent by the individual to claim SSI/SSP benefits (a protective filing).
- C. Manual IA agencies will forward the authorizations to the Commissioner within **thirty (30) calendar days** of obtaining the authorizations and shall retain copies of such authorizations in accordance with the provisions of Article IX.
- D. Automated IA agencies will forward to the State via an automated data processing method acceptable both to the Commissioner and the State information: (1) that the IA agency has received such authorization and (2) the date that the IA agency and the claimant signed the authorization. (For automated IA agencies that receive an extract pursuant to Article IV, Paragraph F, transmit the IAR information within five (5) days of receiving the extract. These IA agencies shall retain copies of such authorizations in accordance with the provisions of Article IX.
- E. For situations in which the Commissioner is not required by law to restrict the manner in which the residual amount of retroactive SSI/SSP payments may be paid to the individual, the IA agency shall:
1. Deduct from the initial payment or initial posteligibility payment received from the Commissioner, with respect to an individual, an amount sufficient as reimbursement for IA furnished on behalf of such individual in months during which the individual was found eligible for SSI/SSP, from the first month in which such individual was found eligible for SSI/SSP benefits, and ending with and including the month payment of such individual's SSI/SSP benefits

began and/or from the day of the month such individual's payment of SSI/SSP benefits were subsequently reinstated after a period of suspense or termination, and ending with and including the month such individual's SSI/SSP benefits were resumed.

2. Pay any residual amount of the initial payment or initial posteligibility payment received from the Commissioner to the individual within **ten (10) working days** from the date the IA agency receives the initial payment or initial posteligibility payment.
- F. For situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI/SSP payments may be paid to the individual, the IA agency shall:
1. Inform the Commissioner, according to Article VI, Paragraph B, of the amount of reimbursement claimed for IA the IA agency furnished on behalf of such individual in months during which the individual was found eligible for SSI/SSP, from the first month in which such individual was found eligible for SSI/SSP benefits, and ending with and including the month payment of such individual's SSI/SSP benefits began, and/or from the day of the month such individual's payment of SSI/SSP benefits were subsequently reinstated after a period of suspense or termination, and ending with and including the month such individual's SSI/SSP benefits were resumed.
- G. Provide to the individual within **ten (10) working days** from the date the IA agency receives the initial payment or the initial posteligibility payment, a written notice (Appendixes B or C) explaining:
- a. The amount of the initial payment or initial posteligibility payment received from the Commissioner for IA;
  - b. The excess amount (if any) due the individual; and
  - c. The opportunity for a State Hearing with respect to any action taken by the IA agency pursuant to the implementation of this Agreement by which the individual believes he or she has been aggrieved.

If an individual dies after executing an authorization, but before receiving the written notice and payment of the excess amount required by E.1., above, the IA agency shall, within the prescribed time limit, provide such explanation and pay such balance to the Commissioner rather than to anyone else on behalf of the individual.

- H. The IA agency shall submit a report on Form SSA-L8125/SSA-8125 or other SSA approved accounting form to a designated SSA office for each initial payment and initial posteligibility payment received from the Commissioner **within thirty (30) calendar days** from the date the IA agency received such payment.



For situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI/SSP payments may be paid to the individual, the IA agency shall complete and return the SSA accounting form to a designated SSA office within **10 working days** from the date the IA agency received the accounting form. If an IA agency does not forward the accounting form to SSA within **10 working days** of the date it was forwarded or transmitted to the IA agency, SSA will forward the IA agency a follow-up request for the completion and return of that form. If an IA agency fails to return the form to the designated SSA office within **15 working days** of the follow-up request, SSA will release the retroactive amount to the individual through its applicable processing procedures to protect the individual from hardship that may arise from the IA agency's failure to comply with SSA's IAR processing requirements. In these situations, the IA agency may choose to ask the individual for any IAR the IA agency may be due. However, the Commissioner will not be a party to or be responsible for participating in the IA agency's efforts to recover any IAR due the IA agency under these circumstances.

- I. The IA agency shall comply with such other rules as the Commissioner finds necessary to carry out the purposes of the SSI/SSP program and to achieve efficient and effective administration of IAR procedures.
- J. The IA agency shall perform such other functions as may be required by the terms of this Agreement.
- K. The IA agency shall designate a staff member to have primary responsibility for the liaison and coordination of activities to carry out this Agreement.
- L. The IA agency shall agree to hold harmless the State, its officers, agents, and employees from any direct losses incurred by the IA agency occurring or resulting from the State's failure to take appropriate action.
- M. The IA agency shall abide by the State regulations set forth in Chapter 46-300, Section 46-337, of the Eligibility and Assistance Standards of the State's Manual of Policies and Procedures, pursuant to the IAR Program. If said regulations are amended and the IA agency continues its participation in the IAR Program, after receipt of such amended regulations, such continuation shall be considered unqualified acceptance of the amended regulations and agreement to abide by such regulations.
- N. The IA agency shall agree to accept responsibility for receiving federal and state audit agencies directly related to provisions of this Agreement.
- O. The IA agency shall maintain responsibility for drafting and implementing procedures to operate the IAR Program at the IA agency level.

The County officer or employee with responsibility for administering this Agreement is Janet Walker-Conroy, Acting Director, Department of Human Services, or successor.

## ARTICLE VI

### ACCOUNTING REPORTS

- A.** For situations in which the Commissioner is not required by law to restrict the manner in which the residual amount of retroactive SSI/SSP payments may be paid to the individual:
1. The IA agency shall submit a report on Form SSA-L8125/SSA-8125 or other SSA approved accounting form for each initial payment and initial posteligibility payment received from the Commissioner **within thirty (30) calendar days** from the date the IA agency received such payment.
  2. The report shall account to the Commissioner (on an individual case basis) for the total IA paid, the total amount of the initial payment or initial posteligibility payment received by the IA agency (for such individual), the amount retained by the IA agency as reimbursement, the amount (if any) due the individual, and the date said amount (if any) was sent to the individual.
- B.** For situations in which the Commissioner is required by law to restrict the manner in which the residual amount of retroactive SSI/SSP payments may be paid to the individual:
1. The IA agency shall submit a claim on Form SSA-L8125/SSA-L8125-F6 or other SSA approved accounting form for each report of a pending initial payment and initial posteligibility payment received from the Commissioner **within ten (10) working days** from the date the IA agency receives such report.
  2. The report shall account to the Commissioner (on an individual case basis) for the total IA paid to the individual and the amount of reimbursement claimed by the IA agency for IA furnished on behalf of such individual in months for which the individual was found eligible to receive SSI/SSP or SSI/SSP benefits were subsequently reinstated after a period of suspense or termination.
- C.** The aggregate of all reports referred to in Paragraphs A. and B. above received by the Commissioner in each fiscal year shall constitute the IA agency's report for such fiscal year.
- D.** The IA agency shall submit a written report each month to the State (Appendix D) by the twentieth (20) day of the month accounting for the preceding month's assistance paid, the amount of retroactive payments received, and the apportionment thereof.

## **ARTICLE VII**

### **RESOLUTION OF DISPUTES**

- A.** If SSA and the IA agency are unable to agree on any item in dispute arising under this Agreement, the IA agency may request the Commissioner to make a determination. Within 90 days from the receipt of such request, the Commissioner, or his/her designee, shall make a determination in writing with a full explanation thereof, or provide written notification of the reason such determination cannot be made, what further information or action by the parties may be required, and within what time period a determination is expected to be made. This determination shall be final and conclusive. Pending the decision of the Commissioner, the IA agency and the Commissioner shall proceed diligently with performance of this Agreement.
- B.** Nothing in this Agreement shall be construed to waive the IA agency's right to seek judicial review by a court of competent jurisdiction of both findings of fact and conclusion of law contained in the Commissioner's decision or to enforce its rights under this Agreement by any available remedy. Nothing in this Agreement shall be construed as waiving the Commissioner's rights to assert lack of jurisdiction with respect to any suit brought under this Agreement or to enforce the Commissioner's rights under this Agreement by available remedies.

## **ARTICLE VIII**

### **ADMINISTRATIVE COSTS**

- A.** Neither the IA agency, the State, nor the Commissioner, in performing their functions and duties under this Agreement or under MOU#06-6002, shall pay to the other, any costs of administration incurred by the other.
- B.** The IA agency shall agree that there are no State-mandated local costs in this Agreement that require reimbursement under Sections 17500 et. seq. of the California Government Code since participation by the IA agency is voluntary.
- C.** The IA agency shall agree to reimburse the State for any and all costs incurred by the State as a result of Federal audit exceptions or claims made pertaining to the IA agency arising from the IAR Program. The responsibility set forth in this clause shall remain in effect even if the IAR Program is cancelled by State or Federal action.

## **ARTICLE IX**

### **EXAMINATION AND RETENTION OF RECORDS**

- A.** The IA agency agrees that the State, the Commissioner, and the Comptroller General of the United States (including their duly authorized representatives) have access to and the right to examine any pertinent books, documents, papers, and records of the IA agency for purposes of verifying transactions with respect to matters covered by this Agreement.
- B.** The IA agency shall retain each authorization it receives (or a copy thereof) for a total of three (3) years from the date said authorization is signed and for such longer period as is required for completion or resolution of the audits, litigation, or other actions involving such records of which the IA agency has actual notice and which are commenced before the end of the three (3) year period.
- C.** The IA agency shall retain a copy of each Form SSA-L8125, SSA-8125, SSA-8125-F6, or other SSA approved accounting form it completes for three (3) years from the end of the Federal fiscal year for which the form pertains and for such longer period as is required for completion or resolution of the audits, litigation, or other actions involving such records of which the IA agency has actual notice and which are commenced before the end of the three (3) year period.
- D.** The IA agency shall retain a copy of each written notice furnished to an individual as set forth in Article V, Paragraph G. for three (3) years from the end of the Federal fiscal year for which the notice pertains and for such longer period as is required for completion or resolution of the audits, litigation, or other actions involving such records of which the IA agency has actual notice and which are commenced before the end of the three (3) year period.

## **ARTICLE X**

### **CONFIDENTIAL NATURE AND LIMITATION ON USE OF INFORMATION AND RECORDS**

- A.** The purpose of this Article is to set forth the procedures for safeguarding the confidentiality of IAR data exchanged between the Commissioner, State, and the IA agency, and imposing limitations on the use of that data. IAR data includes the authorization form as defined in Article II, Paragraph J.; the data that the IA agency transmits or sends to the Commissioner pursuant to Article V, Paragraphs C. and D.; the notice provided to individuals pursuant to Article V, Paragraph G.; the Forms SSA-L8125, SSA-8125, SSA-8125-F6, or other SSA approved accounting form completed by the IA agency pursuant to Article VI, the extract of pending SSI/SSP records transmitted from the State to the IA agency,

as described in Article IV, Paragraph F, and any other information provided to the State or IA agency by the Commissioner pursuant to Article III, Paragraph B.

- B.** In accordance with MOU# 06-6002, the Commissioner will adopt policies and procedures to ensure that it will use the IAR data obtained from the IA agency under this Agreement only for purposes of carrying out this Agreement and will disclose such data only as permitted by Federal law (e.g., 42 U.S.C. subsection 1306(a), 5 U.S.C. subsections 552 and 552a, and implementing regulations 20 CFR Part 401).
- C.** The IA agency will adopt policies and procedures to ensure that it will use the IAR data obtained from either the State or the Commissioner under this Agreement only for purposes of carrying out this Agreement and will disclose such data for other purposes only with the prior approval of the State and the Commissioner.
- D.** The State will adopt policies and procedures to ensure that it will use the IAR data obtained from the IA agency under this Agreement only for purposes of carrying out this Agreement and will disclose such data for other purposes only with the prior approval of the IA agency.
- E.** The following minimum safeguards will be afforded by the Commissioner (in accordance with MOU# 06-6002), the State, and the IA agency to IAR data exchanged under this Agreement:

  - 1. Access to the data will be restricted to only those authorized employees and officials who need it to perform their official duties in connection with the intended use of the data;
  - 2. The data will be stored in an area that is physically safe from access by unauthorized persons during duty hours as well as nonduty hours or when not in use;
  - 3. The data will be processed under the immediate supervision and control of authorized personnel in a manner which will protect the confidentiality of the data, and in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal or other means; and
  - 4. All personnel who will have access to the data will be advised of the confidential nature of the information, the safeguards required to protect the information and the sanctions for noncompliance with those safeguards contained in the applicable Federal and State statutes.
- F.** The State and the Commissioner reserves the right to make onsite inspections or to make other provisions to ensure that adequate safeguards are being maintained.

## **ARTICLE XI**

### **TERMS OF AGREEMENT**

This Agreement shall begin on July 1, 2008 and will be automatically renewed for successive periods of five (5) years thereafter (commencing on July 1st of each such year), unless the IA agency or the State gives written notice not to renew at least thirty (30) days before the end of the then current period.

## **ARTICLE XII**

### **TERMINATION AND MODIFICATION OF AGREEMENT**

- A.** The IA agency or the State may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B.** This Agreement may be modified in writing at any time by mutual consent of the parties hereto.
- C.** If this Agreement is terminated in any manner (including nonrenewal), the accounting requirements described in Article VI shall continue to apply for all initial payments and initial posteligibility payments received by the IA agency from the Commissioner prior to such termination.
- D.** If this Agreement is terminated by any party, the State and the IA agency agree that all cases for which the IA agency has obtained an authorization as required by Article V, Paragraph A., shall be processed in accordance with the provisions of this Agreement.
- E.** Neither this Agreement nor any subsequent amendments are in effect or enforceable until approved and signed by the County Board of Supervisors and the State.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

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Signature \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name and Title of Person Signing  
Ron Briggs, Chairman  
El Dorado County Board of Supervisors

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Additional Signature (If Required) \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name and Title of Additional Person Signing

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Additional Signature (If Required) \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name and Title of Additional Person Signing

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Additional Signature (If Required) \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name and Title of Additional Person Signing

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**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES:**

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Carleen Kistler, Chief \_\_\_\_\_ Date \_\_\_\_\_  
Contracts and Financial Analysis Bureau

## **APPENDICES**

**Appendix A** - State IAR Authorization Form (Form SSP 14, Authorization for Reimbursement of Interim Assistance)

**Appendix B** – State Hearing form for non-payment pending IAR cases (Form SSP 17, Notice of Action and Right to Request a State Hearing on Interim Assistance)

**Appendix C** – State Hearing form for payment-pending IAR cases (Form SSP 18, Notice of Action and Right to Request a State Hearing on Interim Assistance for Payment Pending Cases)

**Appendix D** – IAR Statistical Report for County Welfare Agencies (Form GR 237, General Relief and Interim Assistance to Applicants for SSI/SSP Monthly Caseload and Expenditure Report)



## AUTHORIZATION FOR REIMBURSEMENT OF INTERIM ASSISTANCE INITIAL PAYMENT OR INITIAL POSTELIGIBILITY PAYMENT

NAME	SOCIAL SECURITY NUMBER
ADDRESS	CITY
ZIP CODE	

**For the purposes of this authorization form:**

**The term "State" means the \_\_\_\_\_, which is the California county Interim Assistance (IA) agency 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 benefits under Title XVI of the Social Security Act and State Supplementary Payment benefits, also under Title XVI of the Social Security Act.**

**What am I authorizing by signing this authorization form if I checked the block called Initial Payment Only?**

**Initial Payment Only**

If I am found eligible to receive SSI/SSP benefits, I understand that I am authorizing the Commissioner of the Social Security Administration (SSA) to send to the State:

- The first retroactive payment of SSI/SSP benefits on my initial claim, or
- An amount equal to the amount of reimbursable public assistance the State and any other California IA agency paid me when law restricts the manner in which my SSI/SSP money can be released to me.

**What am I authorizing by signing this authorization form if I checked the block called Initial Posteligibility Payment Only?**

**Initial Posteligibility Payment Only**

If I am found eligible to receive SSI/SSP benefits, I understand that I am authorizing the Commissioner of SSA to send to the State:

- The first retroactive posteligibility payment of SSI/SSP benefits following a suspension or termination of my SSI/SSP benefits, or
- An amount equal to the amount of reimbursable public assistance the State and any other California IA agency paid me when law restricts the manner in which my SSI/SSP money can be released to me.

**How will the State be paid for the reimbursable public assistance it gave me if I checked the block called Initial Payment Only?**

If I am found eligible to receive SSI/SSP money, SSA will send the State my first retroactive SSI/SSP payment or an amount equal to the amount of reimbursable public assistance the State paid me when law restricts the manner in which my SSI/SSP money can be released to me. The State may:

- Deduct from my first retroactive SSI/SSP payment an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law does not restrict the manner in which my SSI/SSP money can be released to me, or
- Have SSA send the State an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law restricts the manner in which my SSI/SSP money can be released to me,

for months beginning with:

- the first month for which I am eligible to receive an SSI/SSP payment

and ending with, and including:

- the month my SSI/SSP payments begin, or
- the following month if the State cannot promptly stop making its last public assistance payment to me.

The State cannot be reimbursed for public assistance it paid me if that public assistance was financed wholly or partly from Federal dollars.

**How will the State be paid for the reimbursable public assistance it gave me if I checked the block called Initial Posteligibility Payment Only?**

If I am found eligible to receive SSI/SSP money, SSA will send the State my first retroactive posteligibility SSI/SSP payment or an amount equal to the amount of reimbursable public assistance the State paid me when law restricts the manner in which my SSI/SSP money can be released to me. The State may:

- Deduct from my first retroactive posteligibility SSI/SSP payment an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law does not restrict the manner in which my SSI/SSP money can be released to me, or
- Have SSA send the State an amount equal to the amount of reimbursable public assistance the State paid to me, or on my behalf, when law restricts the manner in which my SSI/SSP money can be released to me,

for months beginning with:

- the day of the month I again become eligible to receive an SSI/SSP payment following a period of suspension or termination,

and ending with, and including:

- the month my SSI/SSP payments resume, or
- the following month if the State cannot promptly stop making its last public assistance payment to me.

The State cannot be reimbursed for public assistance it paid me if that public assistance is financed wholly or partly from Federal dollars.

**Can the State use this authorization for an Initial Payment of SSI/SSP benefits and an Initial Posteligibility Payment of SSI/SSP benefits?**

No. I am authorizing the State to use this form for **only one payment event**. If both payment blocks are checked, this form is not binding on me or the State. If both blocks are checked, the State and I must sign a new form with only one of the payment blocks checked.

**Does this authorization serve as a protective filing for SSI/SSP benefits?**

Yes. If I checked the Initial Payment Block, signing this form serves as a signed statement of my intention to claim SSI/SSP benefits if I have not filed an SSI/SSP application as of the date this authorization is received by the State. My eligibility for SSI/SSP benefits may begin as early as the date the State receives this signed form if I file an application for SSI/SSP benefits at a social security office within sixty (60) days after that date. This form also serves as a notice from SSA that I have sixty (60) days from the date the State receives this form to file for SSI/SSP benefits. However, if I do not file an application for SSI/SSP benefits at a social security office within sixty (60) days after that date, then I understand that I cancel my intention to claim SSI/SSP benefits and this authorization no longer protects my filing date for SSI/SSP benefits.

**How long is this authorization binding on me and the State if I checked the Initial Payment Block?**

If I checked the Initial Payment Block, this authorization is binding on me and the State for 12 months beginning with the date SSA received the signed authorization provided that SSA receives the authorization within thirty (30) calendar days of the date I sign it. If the interim assistance agency does not notify SSA within thirty (30) calendar days of the date that I sign this authorization, the authorization is not binding on me or the State. However, if it notifies SSA about this authorization electronically, the thirty (30) calendar days do not begin until the day of the month that SSA requires the State to transmit the electronic notification that it has obtained a signed authorization. Also, this form must be signed and dated by both a State representative and me to be a valid agreement that authorizes the State to receive interim assistance reimbursement from my SSI/SSP payments. Furthermore, if I applied for SSI/SSP before the State received this authorization or I apply for SSI/SSP within 12 months of the date described above or I file a timely request for an administrative or judicial review within the time permitted under SSA's regulations, this authorization will remain in effect, even if beyond the 12 month period until such time as:

- SSA makes the first retroactive payment of SSI/SSP benefits on my initial claim; or
- SSA makes a final determination on my claim; or
- The State and I both agree to terminate this authorization.

**How long is this authorization binding on me and the State if I checked the Initial Posteligibility Payment Block?**

If I checked the Initial Posteligibility Payment Block, this authorization is binding on me and the State for 12 months beginning with the date SSA receives the signed authorization provided that SSA receives the authorization within thirty (30) calendar days of the date I sign it. If the interim assistance agency does not notify SSA within thirty (30) calendar days of the date that I sign this authorization, the authorization is not binding on me or the State. However, if it notifies SSA about this authorization electronically, the thirty (30) calendar days do not begin until the day of the month that SSA requires the State to transmit the electronic notification that it has obtained a signed authorization. Also, this form must be signed and dated by both a State representative and me to be a valid agreement that authorizes the State to receive interim assistance reimbursement from my SSI/SSP payments. Furthermore, if I file a timely request for an administrative or judicial review within the time permitted under SSA's regulations, this authorization will remain in effect, even if beyond the 12 month period, until such time as:

- SSA makes the first retroactive posteligibility payment of SSI/SSP benefits following a suspension or termination of my SSI/SSP benefits; or
- SSA makes a final determination on my appeal; or
- The State and I both agree to terminate this authorization.

**What rights and appeals are available to me under this authorization?**

The State is required to:

1. Pay me any balance due from the retroactive SSI/SSP payment within 10 working days of their receipt of my SSI/SSP payment.
2. Give me a written notice explaining:
  - How much SSA repaid the State for interim assistance it paid me;
  - The balance, if any, due me unless the Social Security Act requires SSA to pay me such balance. (In such an event, SSA will notify me of the manner in which the balance will be paid to me.); and
  - That I will have an opportunity for a hearing with the California Department of Social Services if I disagree with its actions regarding repayment of interim assistance or any action the IA agency took regarding this authorization.

SIGNATURE OF APPLICANT		DATE
SIGNATURE OF STATE REPRESENTATIVE		DATE
		GR CODE

If the applicant signs this form 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

# YOUR HEARING RIGHTS

## To Ask For a State Hearing

The right side of this sheet tells how.

- You only have 90 days to ask for a hearing.
- The 90 days started the day after we mailed this notice.

## To Get Help

You can ask about your hearing rights or free legal aid at the state information number.

Call toll free: 1-800-952-5253  
 If you are deaf and use TDD call: 1-800-952-8349

If you don't want to come to the hearing alone, you can bring a friend, an attorney or anyone else. You must get the other person yourself.

You may get free legal help at your local legal aid office of welfare rights group.

## Other Information

The information you provide on this form is needed to process your request for a hearing, and processing may be delayed if your request is incomplete. A case file will be set up by the State Hearing Officer. You have a right to examine the materials that make up the file. Any information you provide may be shared with the departments whose action you are appealing and the U.S. Department of Health and Human Services. Authority: W&IC 10950.

I will bring this person to the hearing to help me (name and address, if known):

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I need an interpreter at no cost to me. My language or dialect is: \_\_\_\_\_

My name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

My signature: \_\_\_\_\_

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

# HOW TO ASK FOR A STATE HEARING

The best way to ask for a hearing is to fill out this page and send or take it to :

You may also call 1-800-952-5253.

## HEARING REQUEST

I want a hearing because of an action by \_\_\_\_\_ about the interim assistance said department deducted from my SSI/SSP payment.

Here's why: \_\_\_\_\_

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**NOTICE OF ACTION AND  
RIGHT TO REQUEST A STATE HEARING  
ON INTERIM ASSISTANCE FOR PAYMENT PENDING CASES**

<div style="border: 1px solid black; width: 100%; height: 100%;"></div>	State No.: _____ County No.: _____ Worker No.: _____ District: _____ Date: _____ Case Name: _____ Interpreter Needed: _____
	Language _____ Dialect _____

This office was notified of your initial SSI/SSP payment in the amount of \$ \_\_\_\_\_, for the period \_\_\_\_\_ through \_\_\_\_\_. As per your agreement, we billed the Social Security Administration (SSA) in the amount of \$ \_\_\_\_\_ to repay the Interim Assistance you received for that same period while SSA completed your application for Supplemental Security Income payments. This leaves a balance owed you of \$ \_\_\_\_\_ for this period. SSA will notify you of the manner in which the balance will be paid to you.

**SSI/SSP PAYMENT**

If you disagree with the amount of the initial SSI/SSP payment of \$ \_\_\_\_\_, contact your local Social Security Office. The amount of the initial SSI/SSP payment is subject to the SSA appeal process. Request for reconsideration must be filed within 60 days after the date the notice of the initial determination is received by you.

**INTERIM ASSISTANCE PAYMENT**

If you disagree with the amount billed to the SSA, please contact the California Department of Social Services. This action is subject to the state hearing provision described on the reverse side of this form.

**COMMENTS:**

The law and/or regulations governing this action are:

Department of Social Services Eligibility Assistance Standards Manual Section (EAS) 46-337  
 42 U.S. Code, Section 1383(g)  
 20 CFR 416.1910

If you have any questions please contact me.

COUNTY/STATE REPRESENTATIVE	AGENCY	
TELEPHONE	DATE:	

**GENERAL RELIEF AND INTERIM ASSISTANCE  
 TO APPLICANTS FOR SSI/SSP  
 MONTHLY CASELOAD AND EXPENDITURE  
 STATISTICAL REPORT**

SEND ONE COPY OF THIS REPORT TO:  
 California Department of Social Services  
 Data Systems and Survey Design Bureau, M.S. 9-081  
 P.O. Box 944243  
 Sacramento, CA 94244-2430  
 FAX: (916) 657-2074

VERSION: (Initial/Revised)	COUNTY	REPORT MONTH AND YEAR		
<b>PART A. CASELOAD (GENERAL RELIEF AND INTERIM ASSISTANCE)</b>			<b>CASES</b>	
Adjustment.....			1 CDSS Use Only	
1.	Cases brought forward from last month (Item 5 last month or explain).....	2		
2.	Cases added during month.....	3		
3.	Total cases available during the month (Item 1 plus Item 2).....	4		
4.	Cases discontinued during month.....	5		
5.	Cases carried forward to next month (Item 3 minus Item 4 above).....	6		
<b>PART B. CASELOAD AND EXPENDITURES</b>		<b>CASES A</b>	<b>PERSONS B</b>	
6.	Total General Relief [ (1)+(2); also (a)+(b) below ].....	7	10	
	(1) Amount in cash.....			
	(2) Amount in kind.....			
	(a) Family Cases.....	8	11	
	(b) One-person Cases.....	9	12	
<b>PART C. SSI/SSP INTERIM ASSISTANCE</b>				
7.	Cases added during month.....	18		
8.	Total SSA checks disposed of during month.....	19		
	a. Disposed of 1-10 working days of receipt from SSA.....	20		
9.	SSA sent SSI/SSP check directly to recipient.....	21		
10.	Denial notices received.....	22		
11.	Reimbursements during the month (a + b below).....	23		26
	a. SSA checks received.....	24		27
	b. Repaid by recipient.....	25		28
<b>PART D. (FOR USE ONLY UPON INSTRUCTIONS FROM DSS)</b>				
12.				
13.				
<b>PART E. NET GENERAL RELIEF EXPENDITURES</b>				
14.	Net General Relief expenditures (Item 6 minus Item 11).....	29		
COMMENTS:				
Contact Name		Telephone Number	Extension	
Title/Classification		E-Mail Address	Fax	
			Date	

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."



17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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