

AGREEMENT FOR SERVICES #10173

Social Security Administration Income Screening, Application Assistance,
Benefit Maintenance and Retention Services

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., 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, Suite 150N, Sacramento, California 95833, (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, County has determined that it is necessary to obtain Contractor to provide Social Security Income screening, application assistance, benefit maintenance and retention services;

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 Government Code Section 31000;

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

ARTICLE I

Scope of Services: Contractor shall provide personnel and services necessary to provide Social Security Income (SSI)/State Supplementary Payment (SSP) and/or Social Security Retirement, Survivors, Disability Insurance (RSDI) screening, application assistance, benefit maintenance and retention services, and related services (Service) on an "as requested" basis to clients (Client) referred by County's Health and Human Services Agency (HHS).

A. Target Population: Children, youth, non-minor dependents (NMDs), or wards under the County's juvenile court jurisdiction, and adults referred from within the County of El Dorado HHS, Social Services Division.

Location: Contractor staff providing the services identified herein shall work remotely and shall be made remotely available to serve HHS, as needed. Contractor shall be responsible to track personnel hours to stay compliant with ARTICLE IV, Maximum Obligation for the duration of the Agreement.

B. Contractor Responsibilities:

1. Provide remote staff to review existing children, youth, NMDs, wards, and adults referred from within HHSA (hereinafter referred to as "Clients") hard copy and electronic files and reports to identify those Clients that may be eligible to receive SSI/SSP and/or RSDI benefits administered by the Social Security Administration (SSA).
2. Create and maintain several options for SSI/SSP and RSDI referrals, including internet-based, with the capacity to provide reports and tracking of applications, approvals, appeals (stages of appeals include request for reconsideration, hearing before an Administrative Law Judge, Appeals Council, and Federal District Court), 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 and/or RSDI benefits. Applications should be submitted as soon as reasonably practicable after screening, ideally within two (2) months, but no later than six (6) months after the child, youth, or NMD has been screened as likely eligible for SSI/SSP and/or RSDI benefits.
4. Provide remote, electronic, and telephone support options to facilitate completion of SSI/SSP and/or RSDI applications with input from the care provider, foster care personnel, or the NMD where the care provider or the NMD is unable to complete forms or portions of the applications.
5. Collect and copy information and documentation needed to support SSI/SSP and/or RSDI applications and reassessments, coordinate data collection with care providers, probation officers, HHSA staff, or outside providers as necessary.
6. Track medical appointments related to SSI/SSP applications as follows:
 - a. Call, mail, and/or email Clients, care providers, and HHSA staff to remind them of appointments;
 - b. Assist care provider, HHSA staff, and Clients to reschedule appointments timely and within SSA regulations.
7. Ensure that all Clients maintain SSI/SSP and/or RSDI eligibility and are not discontinued, as deemed appropriate, in conjunction with County review.
8. Process all payee changes in a timely manner.
9. Provide placement updates.
10. Resolve medical and non-medical redeterminations;
11. Provide fiscal management of benefit funds including, but not limited to dedicated accounts, maintenance accounts, special needs trusts/trust funds, California Achieving a Better Life Experience (CalABLE) accounts, savings accounts, Spend Down accounts, and overpayment waivers.
12. Monitor and maintain eligibility for N01 (Excess Income) suspended accounts;
13. Process SSI/SSP Title XVI claims and RSDI benefit Title II claims.
14. Train HHSA staff upon request by County.
15. Keep records for audit purposes for the duration of the contract.
16. Maintain records on each Client referred relative to the application, benefit maintenance, and/or appeals process for SSI/SSP and/or RSDI benefits and make the files available to County staff upon County request. Contractor shall not have any proprietary interest in the records maintained.
 - a. All records maintained by Contractor for County will be turned over to County upon completion or termination of services.
 - b. Contractor shall maintain Client confidentiality in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), privacy and security rules, and

Child Welfare Services (CWS) regulations.

17. Provide direction and pursue appropriate appeals and submit necessary documentation on all SSI/SSP and/or RSDI benefits overpayments and underpayments.
18. Provide appropriate legal support at any stage of a SSI/SSP and/or RSDI application process, and/or benefit administration (i.e. addressing policies, denials, reconsiderations, hearings, overpayments, underpayments, etc.).
19. Gather all additional medical or other information requested by the SSA. Payment of exams and testing shall go through the appropriate payees, including State Department of Developmental Services (DDS) for evaluations. Medi-Cal retains final spending authority for each case by providing approval of exams, if necessary.
20. 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 the SSA;
 - b. Attend all reconsideration meetings and hearings, whether formal or informal.
 - c. Provide the SSA with information and documentation for all reconsideration meetings.
21. Provide recommendations to County on all cases requiring additional examination and testing.
22. Research and problem-solve, including through direct contact with the SSA, to resolve underpayment or overpayments of SSI/SSP and/or RSDI benefits.
23. Coordinate with HHSA staff in recommending appropriate actions to ensure accurate SSI/SSP and RSDI benefits.

C. County and 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. Maintain and further develop a system in conjunction with County to screen all children/youth in care at the age of at least age sixteen (16) years old and not older than seventeen (17) years old for SSI/SSP eligibility per Welfare and Institution Code (WIC) 13757(a)(2). The above-mentioned age range does not preclude screening foster children/youth at an earlier age. Contractor shall process and complete applications on behalf of this population.
3. Maintain and further develop a system in conjunction with County to screen all NMDs for SSI/SSP eligibility in which any of the following are true, and Contractor shall process and complete applications on behalf of this population:
 - a. NMD was not screened before their 18th birthday, as required;
 - b. NMD has had a change in circumstance, including a medical condition that is expected to last more than one (1) year;
 - c. NMD has been approved for Regional Center services since the last screening;
 - d. NMD, their court-appointed attorney, or a member of their Child and Family Team (CFT) requests screening;
 - e. Juvenile court orders the county to screen the NMD; or
 - f. County determines a screening is appropriate based on the NMD having a physical or mental impairment that limits their ability to work.
4. Maintain and further develop a system in conjunction with County to screen all children, youth, and NMDs in foster care, regardless of age, for potential SSI/SSP and RSDI eligibility no later than three (3) months after entering foster care and on an annual basis thereafter.
 - a. Re-screening for SSI/SSP for youth and NMDs should occur at least annually to avoid missing instance of later onset impairments. Re-screening for SSI/SSP should occur no

- later than three (3) months following the occurrence of any of the following:
- i. Reentry into foster care placement;
 - ii. Change in circumstances impacting eligibility (placement type, immigration status, asset/property valuation);
 - iii. IP-CANS assessment results in a change of tier to Tier 2, Tier 3, or Tier 3+ under the Tiered Rate Structure once implemented;
 - iv. Court order to screen for SSI eligibility; and/or
 - v. Child/Youth/NMD sustains any new or worsening injury, illness, and/or symptoms of other conditions.
- b. Re-screening for RSDI for children, youth, and NMDs should occur at least annually to avoid missing instances of later triggering events such as the death or disability of a parent. Re-screening for RSDI benefits should occur no later than three (3) months following the occurrence of any of the following:
- i. Being made aware that a parent has died, turned 62 years old, or has become disabled;
 - ii. At the time of adoptive placement and/or prior to adoption finalization;
 - iii. Once disabled children who receive RSDI reach age 18, they can receive Disabled Adult Child (DAC) benefits without proving their relationship to the qualifying parent. The DAC benefits provide stable income throughout the disabled person's lifetime and establish ongoing eligibility for Medicare.
- c. Re-screening for SSI/SSP and/or RSDI should coincide with already existing procedures such as annual reviews, CFT meetings, updated Integrated Practice-Child and Adolescent Needs and Strengths (IP-CANS) assessment, or case plan updates.
5. Maintain and further develop a system in conjunction with County to prioritize SSI/SSP eligibility screening for the following groups:
- a. Child/Youth/NMD who are likely to exit care within one (1) year;
 - b. Child/Youth/NMD who are parents;
 - c. Child/Youth/NMD with presumptive disabilities (i.e. leg amputation, deafness, use of a wheelchair, confinement to bed, Cerebral Palsy, Down Syndrome, intellectual disability, dialysis, or HIV/AIDS);
 - d. Child/Youth/NMD who receive a Level of Care (LOC) rate of two (2) or above, Specialized Care Increment (SCI), Dual Agency Lanterman rate, or Dual Agency Early Intervention rate; and
 - e. Child/Youth/NMD who are determined to be in Tiers 2, 3, or 3+ under the Tiered Rate Structure once implemented.
6. Maintain and further develop a system in conjunction with County so that the following information is provided at least six (6) months before the youth turns 18 years old to each youth receiving SSI/SSP benefits:
- a. Inform youth receiving SSI benefits of the federal requirement to establish continuing disability as an adult for SSI benefits to continue beyond their 18th birthday
 - b. Inform youth on the process of becoming their own payee and steps necessary to maintain the SSA benefits or designate an appropriate representative payee if benefits continue beyond the age of 18.
 - c. Inform youth about any SSA benefits that have accumulated on their behalf, and the effect their foster care benefits may have on the amount of their SSI benefits.
 - d. Assist the youth, as appropriate, in fulfilling these requirements.
7. Maintain and further develop a system in conjunction with County to capture SSI/SSP and RSDI screening data, application data, and post-entitlement data.

8. Maintain and further develop a system in conjunction with County to manage eligibility for SSI/SSP benefits during periods of SSA suspense until court dismissal.
9. Document processes and assist with the development and maintenance of written guidelines and HHS policies and procedures.
10. Based on information received during reviews and screening, evaluate foster care cases for financial implications to the County related foster care funding and SSA rules, and provide County with SSA funding documentation on a case-by-case basis. Create quarterly reports detailing SSA funding and coordinate with the County financial implications of applying for all potential SSA benefits.
11. With the assistance of County, provide a clear accounting of net benefits of SSA-administered awards and applications. This includes providing a financial impact report based on the availability of SSA and foster care funding on a monthly basis and by case.
12. In conjunction with the County, ensure Contractor activities integrate with County financial and Social Services programs. This includes orientation and/or training of staff to identify potential recipients, and availability to consult and problem-solve with County staff on SSA-related matters. This may include collaborative meetings with the SSA. Consult and problem-solving may include SSI/SSP, RSDI benefits, and/or other benefits administered by the SSA.
13. In conjunction with the County, ensure Contractor 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.
14. Monitor SSA dedicated and maintenance accounts for all Clients receiving SSA administered benefits or in suspense, and assist the County, care providers, and NMDs with tracking and notifications to identify eligible SSA items to expend funds on ensuring that balances remain below SSA requirements.
15. Monitor and research emerging SSA benefit and related Child 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 the SSA regional or district offices, or on general Social Security issues.
16. Facilitate and attend (as required) regular meetings with the County to validate and communicate progress, reconcile SSI/SSP and/or RSDI application filings and approvals, and discuss and plan for emerging SSI/SSP and/or RSDI changes and County needs. Contractor shall coordinate, create and distribute agendas, facilitate, and take minutes for meetings on an as-needed basis.
17. Coordinate monthly submission meetings with SSA and CWS Contract Administrator. Provide a detailed list of applicants and SSA forms requiring a wet signature from a County staff dedicated representative.
18. 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.
19. Conduct a full system review one (1) time per year to ensure optimal alignment, accuracy, and efficiency, and provide a written report and analysis to County's Contract Administrator 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.
20. Provide Information Technology (IT) tools and/or data maintenance techniques and

solutions to assist in the continual improvement in identifying, maintaining, and monitoring SSI/SSP and/or RSDI benefits.

21. Enter disability and applications data directly into Child Welfare Services/Case Management System (CWS/CMS), CalSAWS, or subsequent replacement system including but not limited to the Child Welfare Services-California Automated Response and Engagement System (CWS-CARES) meant to replace or update the system.

D. Contractor Service Objectives: Contractor shall meet the following:

1. One hundred percent (100%) of CWS 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 percent (25%) of potentially eligible Clients will have applications completed and submitted to SSA within one-hundred and twenty (120) days of the referral date.
3. Trainings to County staff will be designed and delivered on an as-needed basis.
4. One hundred percent (100%) of care providers or NMDs requesting assistance in completing an application will receive that assistance no later than fourteen (14) business days from the date of request.
5. One hundred percent (100%) of SSI CWS/CMS, or subsequent replacement system including but not limited to the CWS-CARES meant to replace or update the system, data fields, as deemed necessary by the County, will be entered by the Contractor.
6. One hundred percent (100%) of all currently open cases previously reviewed and deemed ineligible through the screening process will be re-screened for potential SSI eligibility within twelve (12) months of the last review date.
7. One hundred percent (100%) of all youth age sixteen (16) years or older, shall be screened annually for Title XVI disability benefits.

E. Contractor Outcome Objectives: Contractor shall meet the following:

1. One hundred percent (100%) of cases eligible for SSI in suspended status will have their SSI eligibility maintained until court dismissal.
2. One hundred percent (100%) of youth seventeen (17) years of age or older, who are receiving SSI, will have no lapses in SSI eligibility when adult SSI is available.
3. 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.

F. County Responsibilities: County will:

1. Provide a computer for Contractor staff to use in accessing the internet, as necessary and required in the performance of the duties described herein.
2. Provide Contractor staff with an annual list of holidays observed by County.
3. 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 a 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.
4. Require Contractor staff to execute the following statement and agreement documents

attached hereto and incorporated by reference herein:

- a. Exhibit A, marked “Health and Human Services Agency Confidentiality Statement”
 - b. Exhibit B, marked “CWS/CMS and CWS-CARES Access Agreement”
 - c. Exhibit C, marked “County User Agreement, El Dorado County Computer and Network Policies Agreement”
 - i. County will retain originals of referenced exhibits signed by Contractor staff.
 - ii. County will make signed originals of referenced exhibits available upon request.
 - iii. County will ensure appropriate Access Agreements are maintained if updated for subsequent replacement systems.
5. Require Contractor staff adhere to the following policy and procedure documents attached hereto and incorporated by reference herein:
- a. Exhibit D, marked “A-19 General Network Usage Policy”
 - b. Exhibit E, marked “County of El Dorado, General Network Usage and Access Procedures and Guidelines”

At its sole option, County may delay payment until such time as the outcome and service objectives have been met; in addition, County may proceed as set forth herein the Article titled “Default, Termination, and Cancellation”.

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 services rendered.

- A. **Rates:** For the purposes of this Agreement, the billing rate shall be as defined in Exhibit F marked “Rates”, incorporated herein and made by reference a part hereof. Rates may be updated annually upon written approval, to include electronic communication, from County’s Contractor Administrator or designee.

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 Contractor justification provided.

County acceptance or denial of rates changes will be submitted to Contractor via written notice in accordance with the Article titled “Notice to Parties”. Upon the County’s written confirmation of a revision to the rates, the revised rates shall be incorporated by reference as

if fully set forth herein. In no event shall the maximum obligation of the Agreement be exceeded.

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

- B. **Invoices:** It is a requirement of this Agreement that Contractor shall submit an original invoice, similar in content and format with the Health and Human Services (HHS) invoice template linked online at <https://ElDoradoCounty.ca.gov/HHS-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:

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

Or to such other location or email 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. Contractor shall submit all supplemental invoices for services rendered in a fiscal year before July 31st of the following fiscal year. The County will not accept nor pay any supplemental invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement that are received by County after July 31st of the subsequent fiscal year, unless Contractor requests an exception. Contractor may submit in writing, including electronic communication, to the County Contract Administrator, a request for an exception to pay an invoice received after July 31st of the subsequent year. The Health and Human Services Agency’s Chief Fiscal Officer may approve the request in his/her sole discretion.

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 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 shall not exceed \$289,000, inclusive of all costs, taxes, and expenses.

ARTICLE V

Audits, Compliance, and Monitoring:

- A. Contractor shall provide a copy of any Audit to County within thirty (30) days of completion of said audit.
- B. Audits and compliance monitoring by any representative of the federal government, state government, or County may include the review of any and all terms related to this Agreement. Audits or monitoring by the County may be performed by way of annual Contract Monitoring Surveys. Contractors receiving a Contract Monitoring Survey shall, within thirty (30) 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 or requested follow up compliance documentation within sixty (60) days 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 VI

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 G, 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 G upon request by County.

ARTICLE VII

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 VIII

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 will provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination will be at the sole discretion of the County.

ARTICLE IX

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 X

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 XI

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 XII

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 XIII

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

ARTICLE XIV

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 XV

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 XVI

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 will 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 County's 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 XVII

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 XVIII

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 will 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 will 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 XIX

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
 170 Otis Street
 San Francisco, CA 94120
 ATTN: Project Manager, Benefits
 & Eligibility Assessment Services,
 or successor

with a copy to:

MAXIMUS, Inc.
 Contracts Department
 RE: CA Co El Dorado SSI Contract
 1600 Tysons Blvd., Suite 1400
 McLean, VA 22102
 AATN: Vice President, or successor

or to such other location or email as Contractor directs.

ARTICLE XX

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 XXI

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 XXII

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. Workers' Compensation Insurance with statutory limits as required by the laws of any and all states in which Contractor's employees are located, and Employer's Liability Insurance on a per occurrence basis with a limit of not less than \$1,000,000.
- 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 included 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. Sexual Abuse and Molestation (SAM) Liability: if the Commercial General Liability policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- O. 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.

- P. 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 XXIII

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 XXIV

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 XXV

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 consultant 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 I, 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 XXVI

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

ARTICLE XXVII

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

ARTICLE XXVIII

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

ARTICLE XXIX

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

ARTICLE XXX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, Assistant Director of Human Services, Social 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 XXXI

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

ARTICLE XXXII

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

ARTICLE XXXIII

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

ARTICLE XXXIV

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

ARTICLE XXXV

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

ARTICLE XXXVI

Additional Terms and Conditions:

- A. **Mandated Reporter Requirements:** Contractor acknowledges and agrees to comply with mandated reporter requirements pursuant to the provisions of Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the California Penal Code, also known as “The Child Abuse and Neglect Reporting Act,” and the Welfare and Institutions Code Section 15630 et seq., related to elder and dependent adults, as applicable.
- B. **HIPAA Compliance:** As a condition of Contractor performing services for the County of El Dorado, Contractor agrees to fully comply with all terms and conditions of County’s Business Associate Agreement, attached hereto as Exhibit G (incorporated herein and made by reference a part hereof).
- C. **Confidentiality and Information Security Provisions:** Contractor shall comply with applicable Federal, State, and local laws and regulations, including but not limited to the Code of Federal Regulations Title 45, parts 160-164,-regarding the confidentiality and security of Individually Identifiable Health Information (IIHI).

Individually Identifiable Health Information means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver’s license or State identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial

information.

1. Permitted Uses and Disclosures of PII by Contractor.
 - a) Permitted Uses and Disclosures. Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, Contractor, may use or disclose PII to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate Federal or State laws or regulations.
 - b) Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, Contractor shall:
 - i. Use and disclose only PII for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that such use and disclosures are permitted by law; and
 - ii. Take all reasonable steps to destroy, or arrange for the destruction of a client's records within its custody or control containing personal information that is no longer to be retained by Contractor by (1) shredding, (2) erasing, or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.
2. Responsibilities of Contractor.
 - a) Contractor agrees to safeguards:
 - i. To prevent use or disclosure of PII other than as provided for by this Agreement. Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time; and
 - 1) Contractor shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - 2) Contractor shall implement a system to identify appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), Contractor shall implement strong password controls on all compatible computing systems that are consistent with SANS Institute Password Protection Policy.
 - b) Contractor shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - i. Network based firewall or personal firewall; and
 - ii. Continuously updated anti-virus software; and
 - iii. Patch-management process including installation of all operating system/software vendor security patches.
 - c) Mitigation of Harmful Effects. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PII by Contractor or its subcontractors.
 - d) Agents and Subcontractors of Contractor. The same restrictions and conditions that apply through this Agreement to Contractor, shall also apply to Contractor's

subcontractors and agents.

- e) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of PII or data, where the information or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, without unreasonable delay and in no case later than five (5) days of discovery, at (530) 621-5852. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the investigation to County Privacy Officer, postmarked within thirty (30) working days of the discovery of the breach.
- D. **Access to Records:** The Contractor shall provide access to the federal, state or local Contractor agency, the Controller General of the United States, or any of their duly authorized federal, state or local representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts and transcriptions.
- E. **Compliance with All Federal, State, and Local Laws and Regulations:** Contractor shall comply with all federal, state and local laws including, but not limited to, the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101 et. seq.) and California Government Code Sections 11135-11139.5, and all regulations, requirements, and directives pertinent to its operations. Contractor shall abide by manuals, directives and other guidance issued by the State of California. All appropriate manuals and updates shall be available for review or reference by Contractor from the County Health and Human Services Agency.

Contractor shall further comply with all applicable laws relating to wages and hours of employment and occupational safety and to fire, safety, health, and sanitation regulations. Such laws shall include, but not be limited to, the Copeland “Anti-Kickback” Act, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Clean Air Act and amendments, the Clean Water Act and amendments, and the Federal Water Pollution Control Act.

Contractor further warrants that it has all necessary licenses, permits, notices, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, the State of California, the County of El Dorado, and all other appropriate governmental agencies and shall maintain these throughout the term of the Agreement.

- F. **Accounting Systems and Financial Records:** Contractor shall be required to establish and maintain accounting systems and financial records that accurately account for and reflect all federal funds received, including all matching funds from the State, County and any other local or private organizations. Contractor’s records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” More particularly, Contractors are responsible for complying with the Uniform Grants Guidance and 45 CFR Part 92, and the allowability of the costs covered therein. Contractor must obtain written approval from a member of the HHSA Executive Management prior to” the expenditure of any “special” or unusual costs in order to avoid possible disallowances or disputes based on any potential

unreasonableness or unallowability of expenditures as detailed under the specific cost principles of the Uniform Grants Guidance. In order to obtain the most current regulations, the user should consult not only the latest version of the CFR, but also the List of (CFR) Sections Affected (LSA) issued in the current month. The Federal Register home page offers links to both the Federal Register and the CFR. Electronic CFR (e-CFR) versions are available online via the U.S. Government Printing Office (GPO) website. Please note that documents on e-CFR, although updated daily, are unofficial editorial compilations of CFR material and Federal Register amendments and on-line versions may not be the most current version available.

- G. **Lobbying Certification:** The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:
1. 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.
 2. 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.

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.

- H. **Conflict Prevention and Resolution:** The terms of this Agreement shall control over any conflicting terms in any referenced document, except to the extent that the end result would constitute a violation of Federal or State law. In such circumstances, and only to the extent the conflict exists, this Agreement shall be considered the controlling document.
- I. **Continuous Operation:** Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff required to meet applicable Federal, State, and County requirements, and which are necessary for the provision of services hereunder.
- J. **Drug-Free Workplace:** Contractor agrees to maintain a drug-free workplace and remain in compliance with the Federal Drug-Free Workplace Act of 1988 (41 U.S.C. Chapter 10) and the California Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and any subsequent amendments to either Act thereto. A "drug free workplace" means the site(s) for the performance of work done by Contractor at which Contractor and employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of any controlled substance. A list of controlled substances can be found in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in Regulation 21 Code of Federal Regulations (CFR) 1308.11 – 1308.15.

- K. **Fingerprinting:** Pursuant to California Penal Code Section 11105.3(a), “Notwithstanding any other law, a human resource agency or an employer may request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in subdivision (1) of Section 15660 of the Welfare and Institutions Code of a person who applies for a license, employment, or volunteer position, in which they would have supervisory or disciplinary power over a minor or any person under their care.” Therefore, Contractor warrants that its employees, subcontractors, assignees, volunteers and any other persons who, while providing services under this Agreement, have or may have supervisory or disciplinary power over any person or minor under his or her care, have been fingerprinted in order to determine whether they have a criminal history that would compromise the safety of persons or minors with whom they have contact in the course of provision of services under this Agreement. Contractor further warrants that said employees, subcontractors, assignees, volunteers and other persons have been cleared by Contractor to perform the services described in this Agreement. All fingerprinting services shall be at Contractor’s sole expense. More specifically, Contractor agrees that:
1. Each applicant for paid or volunteer employment by Contractor who shall or may have a supervisory or disciplinary power over a minor or any person under his or her care shall be fingerprinted in order to determine whether they have a criminal history, which would compromise the safety of such minor, or person(s) under his or her care. All fingerprinting shall be at Contractor’s sole expense.
 2. The fingerprinting process as set forth above shall be completed and the results of the process shall be obtained before any of the Contractor’s employees, subcontractors, assignees or volunteers are assigned or permitted to work with any minor or person referred to Contractor by County. Alternatively, the Contractor may set a hire date prior to obtaining fingerprinting results contingent on the applicant certifying that: (1) his or her employment application truthfully and completely discloses whether he or she has ever been convicted of a felony or misdemeanor or been on parole or probation and (2) that the applicant understands that a background check shall be conducted and that he or she shall be immediately dismissed from employment if he or she has failed to provide information regarding convictions, has provided incomplete information regarding convictions, has omitted information regarding convictions or if the fingerprinting results reveal any conviction incompatible with employment with Contractor.
 3. Contractor shall maintain, and make immediately available to County upon request, a written fingerprint certification for each employee, volunteer or applicant for paid or volunteer employment for whom fingerprinting is required as detailed above. Such certification shall state that the individual has been fingerprinted, shall provide the date of said fingerprinting, and shall state whether the process has disclosed any criminal history of the individual, which may compromise the safety of minors or other persons with whom that individual has contact. Fingerprint information received from Department of Justice (DOJ) by Contractor shall be retained or disposed of pursuant to current DOJ directives.
- L. **Release of Information:** Contractor shall ensure that the County of El Dorado Health and Human Services Agency is included as a receiving party on all Release of Information forms used in the performance of services under this Agreement.
- M. **Transfer of Records:** In the event that Contractor ceases operation, all physical and electronic files that are subject to audit shall be transferred to the County for proper storage of physical records and electronic data. Contractor shall notify County of impending closure as soon as such closure has been determined, and provide County with a complete list of records in its possession pertaining to County Clients and operational costs under this Agreement. County will promptly

advise Contractor which records are to be transferred to the custody of County. Contractor shall properly destroy records not transferred to custody of County, and Contractor shall provide documentation of proper destruction of all such records to County.

- N. **Waivers:** Failure of County to enforce any provision of this Agreement shall in no event be considered a waiver of any part of such provision or any other provision contained herein. No waiver by County of any breach or default by Contractor shall operate as a waiver of any succeeding breach of the same terms in the Agreement or other default or breach of any of Contractor's obligations under the Agreement. No waiver shall have any effect unless it is specific, irrevocable, and in writing.

ARTICLE XXXVII

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 XXXVIII

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 \$275,000.


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 XXXIX


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: 
Leslie Griffith (May 15, 2026 13:46:19 PDT)
Leslie Griffith
Assistant Director, Social Services
Health & Human Services Agency

Dated: 05/15/2026

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (May 17, 2026 19:17:50 PDT)
Olivia Byron-Cooper, MPH
Director
Health & Human Services Agency

Dated: 05/17/2026

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- MAXIMUS US SERVICES, INC. --

By: Tameisha Moore
Tameisha Moore (May 18, 2026 11:28:39 EDT)
Tameisha Moore
Senior Specialist – Contracts
"Contractor"

Dated: 05/18/2026

Maximus US Services, Inc.
Exhibit A
Health and Human Services Confidentiality Statement

COUNTY OF EL DORADO



I understand that in connection with my position as a guest worker with County of El Dorado Health and Human Services Agency, I may have access to confidential information. I understand that the confidentiality of this information is protected by law and that any breach of confidentiality is a misdemeanor punishable by up to six months in jail, or by a fine of \$500, or both.

In signing this document, I certify that I will not give information to unauthorized persons and to do so would be serious violation of my responsibility. I understand the conditions of confidentiality and will comply with Health and Human Services Agency policies with regard to client information.

Signature

Date

Printed Name

Organization Employing Guest Worker

Maximus US Services, Inc.
Exhibit B
CWS/CMS and CWS-CARES Access Agreement

Requestor Name (please print): _____ **Date:** _____

This agreement is specific to the Child Welfare Services/Case Management System (CWS/CMS), Child Welfare Services-California Automated Response and Engagement System (CWS-CARES), Safe Measures, and/or Structured Decision Making (SDM) applications. Access is granted based on a business need to complete Child Welfare Activities. Users shall access CWS/CMS and CWS-CARES through their County issued computer or through remote access.

User Responsibilities:

1. Only authorized personnel may access CWS/CMS, CWS-CARES, Safe Measures, and/or SDM.
2. Access to CWS/CMS, CWS-CARES, Safe Measures, and/or SDM is to be used for work-related activities only. Users must not use CWS/CMS, CWS-CARES, Safe Measures, and/or SDM or other applications for purposes other than those that support official County business.
3. Users should not access CWS/CMS and/or CWS-CARES in settings where confidential CWS information would be in public view.
4. Each individual is responsible for maintaining security of their password in adherence to the County's Information Technology (IT) Security Policy "Password Construction Guidelines."

I recognize and understand the purpose of the County's IT systems and services is to support County business. I agree not to use any application, access any file, retrieve or share any client records of information other than where authorized. I am aware that if I violate this policy or the laws regarding the confidentiality of Child Welfare Services (CWS) records, I will be subject to discipline.

I acknowledge that I have read and understand the County's Information Technology Security Policy and am aware of the other pertinent policies and guidelines related to confidentiality: Penal Code §11167 and 11167.5 Confidentiality of CWS Reports; Welfare and Institutions Code §827 Disclosure of Records without a Court Order; Welfare and Institutions Code §10850 Privileged or Confidential Records not subject to informal release under Welfare and Institutions Code §827; Evidence Code §1040 Official Information held in Confidence, and County Policy 7-8 Incompatible Activities.

By signing this Agreement for access to CWS/CMS and/or CWS-CARES, user agrees to be bound by this Agreement and to use the services in compliance with this Agreement.

Signature

Date Signed

El Dorado County Computer and Network Policies Agreement

COUNTY USER AGREEMENT

I have read and understand that:

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

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

User Name: _____

Signature: _____

Date: _____

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

Exhibit D

Subject: GENERAL NETWORK USAGE POLICY	Policy Number: A-19	Page Number: Page 1 of 7
	Date Adopted: 12/08/2020	Effective Date: 12/08/2020

I. PURPOSE

The purpose of this policy is to:

- A. Define the acceptable use of computer equipment and network resources for all Users of El Dorado County (EDC) network resources.
- B. Protect both the User and El Dorado County from risk of exposure to litigation or other consequences resulting from misuse or an unauthorized breach of government information systems.

II. POLICY

A. INTRODUCTION

The Information Technologies (IT) Department has primary responsibility for establishing policies, procedures and standards for the overall management and administration of information technology programs for the County. This General Network Usage Policy applies to all Users (defined below) of El Dorado County information systems. This document specifies policies that serve to protect and preserve the integrity, security, and privacy of County data, network resources and computing systems. The intent of this document is to assist Users in understanding their responsibilities when using County issued computer workstations or any other computing resources, to access El Dorado County networks, applications, or information repositories.

Agreement to the "County Computer Use Acknowledgement" statement presented to Users when logging on to the County network constitutes an explicit understanding and acceptance of this policy in its entirety, by the User. See Section D.2 of this policy for more information regarding the County Computer Use Acknowledgement statement.

B. DEFINITION OF TERMS

Definitions of terminology used within this document:

Electronic Messaging - any communications (email, SMS text messages, instant message, etc.) sent or received by Users via the use of County network resources. This definition also includes any transactional information and any attachments associated with such messages, as well as the content of the message itself.

Subject: GENERAL NETWORK USAGE POLICY	Policy Number: A-19	Page Number: Page 2 of 7
	Date Adopted: 12/08/2020	Effective Date: 12/08/2020

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

IOT Devices - The Internet of Things (IoT) describes the network of physical objects—“Things”—that are embedded with sensors, software, and other technologies for the purpose of connecting and exchanging data with other devices and systems over the internet.

Network Resources – collective term for the capabilities and services provided within the County information domain. Examples of network resources include:

1. Virtual workstations;
2. Desktop computer systems;
3. Data storage devices, appliances, or media;
4. Peripheral devices (printers, scanners, cameras, etc.);
5. Computer Servers;
6. Local area network facilities (LANs)
7. Wide area network facilities (WANs)
8. Internet connection facilities;
9. Mobile devices (laptops, tablets, smartphones);
10. Voice telephony devices;
11. Internet Of Things (IOT) devices; and
12. Any other electronic information services or devices utilized or accessed by Users in performance of official duties.

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

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

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

Subject: GENERAL NETWORK USAGE POLICY	Policy Number: A-19	Page Number: Page 3 of 7
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C. SCOPE OF THE POLICY

The policy applies to all network resources accessible by EDC Computer Users, as well as all authorized devices connected to the El Dorado County information domain. El Dorado County maintains an extensive communications infrastructure to supports network and computing resources that are required to administer and provide services to the public.

The County also provides communication infrastructure that is available for public use, in the form of open Wi-Fi access within many County buildings, and internet access from computers in the Public Library. The scope of this policy covers usage of Network Resources within the County’s information domain, inclusive of EDC Computer User’s usage of the public Wi-Fi segments of the EDC network infrastructure using County-provided or issued equipment or devices.

D. GENERAL USAGE POLICY

D.1 Use of Network Resources

The sole purpose of the County’s information domain is to support the ability of County staff to provide services for the public, in accordance with directives from the Board of Supervisors. Improper use of workstations or network resources can impede this ability, and result in lost or degraded services to the County residents. Furthermore, violation of laws, rules, or policies regarding the use of County information systems may result in disciplinary action, prosecution under the law, fines, and imprisonment. Users are responsible for understanding and following this and all other policies regarding the appropriate use of County equipment and the release of County data.

Although the County maintains equipment and software solutions that reduce the probability of occurrence and potential impact of computer viruses and other malicious software, it is still the responsibility of all EDC Computer Users to maintain security awareness and to follow all policies, procedures and standards in effect to protect County Network Resources.

No User shall willfully, or through negligence, introduce a malicious program into the County information domain, nor shall any User connect to the EDC network and/or employ any technology components (software or hardware) designed to monitor, scan, or otherwise evaluate network-computing resources. If any EDC computer User believes there is a specific need to

Subject: GENERAL NETWORK USAGE POLICY	Policy Number: A-19	Page Number: Page 4 of 7
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evaluate any portion of the EDC network, they are to make a request for such service in the form of a help desk ticket.

No EDC Computer Users shall engage in procuring, viewing or transmitting material that is inappropriate in nature or is in violation of sexual harassment or hostile workplace guidelines, unless said activity is directly in alignment with official job duties and specifically authorized by the responsible department head. In general, any material that may reasonably be considered offensive shall not be accessed via the County’s network.

D.2 User Privacy Policy

For security and network maintenance purposes, IT staff members may monitor and/or audit County-issued equipment, systems and network traffic at any time. EDC Computer Users are hereby notified that there is NO reasonable expectation of privacy in the use of any County network resources or any information stored on any County computer, terminal or network device.

Upon login to any County desktop, EDC Computer Users are presented with a monitoring statement and a prompt to acknowledge their consent to monitoring. Users must explicitly accept the statement before being presented with the login screen.

D.3 User Access Credentials

All Users must have credentials to authenticate the identity of the User when accessing the County’s information domain. These credentials may consist of any combination of: user name, password, a Personal Identification Number (PIN), the User’s fingerprint, a facility access card, or a key-code generator consisting of either a smartphone app or a physical device.

Regardless of the credential type(s), the User is responsible for proper protection of the credentials from unauthorized theft, use, or disclosure. Users who fail to comply with the foregoing provision shall immediately have their access suspended or revoked, and may be subject to disciplinary action. Additionally, in cases where detection of suspicious or anomalous behavior, user credentials may be suspended until further review or verification.

D.4 Non-County Laptops and PCs

If a non-County entity such as a vendor, contractor, or outside agency requires internet connectivity from within an EDC County facility, access will be provided through the Public Wi-Fi Network maintained by the County. Alternatively, an outside entity may use a mobile service provider or non-County Wi-Fi, if available. Non-County computing devices shall not connect to the County’s non-

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public network resources, unless specifically authorized and managed by the County IT department for official purposes.

If access to County network resources is required from a vendor, contractor, or outside agency device, the IT Department must be notified and will be responsible for establishing, maintaining, and monitoring the connection. All such connections will be immediately dismantled by the IT Department once they are no longer required.

D.5 Remote Access

Users who require frequent access from their home or other off-site locations must utilize an EDC issued and controlled device. If any EDC Computer User is issued an EDC County computing device for remote access, the User is obligated to protect the device in accordance with this policy.

D.6 Personal Use of Network Resources

To the extent permitted by the User’s department head, incidental personal use of the County’s Network Resources must not degrade or disrupt overall system performance, interfere with the User’s duties, interfere with County operations, nor violate any law or any County policy, procedure, or regulation.

Notwithstanding the above, any personal use of the non-public internet network and the County’s email network system is prohibited. As an alternative, Users may connect to and use the public Wi-Fi network from their personally-owned devices. Users are responsible for exercising sound judgment and sensitivity to others when exchanging personal messages in or from the workplace.

D.6.1 Email Disclaimer

All County e-mail messages sent from the EDCGOV.US domain shall include a disclaimer as part of the e-mail signature, and shall consist of the following language automatically inserted at the end of each message sent to a recipient outside the County email domain:

CONFIDENTIALITY NOTICE: This electronic communication with its contents may contain confidential and/or privileged information. It is solely for the use of the intended recipient(s), except as otherwise permitted. Unauthorized interception, review, use, or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, or authorized to receive for the intended recipient, please contact the sender and destroy all copies of the communication. Thank you for your consideration.

D.6.2 State and Federal Laws

Use of the County’s electronic communication system is subject to all applicable Federal and State communications and privacy laws.

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Regulatory-protected classes of information (HIPAA, PII, PHI, etc.) must NOT be transmitted from the EDC network to any internal or external end-point via unencrypted methods.

D.6.3 Restrictions

Electronic communication may not be used for:

- Unlawful activities
- Advertising (unsolicited electronic communication commonly referred to as “Spam”)
- Uses that violate departmental, County, State or Federal policies, such as, but not limited to, obscenity, sexual harassment, hostile work place, etc.
- Any other use, which interferes with computing facilities and services of the County. *Note: this list is indicative rather than inclusive of restrictions, and electronic communication may be prohibited for reasons other than those specifically mentioned.*

D.6.4 False Identity & Representation

Users shall not employ a false identity in sending electronic communication or alter forwarded electronic communication out of the context of its original meaning.

Users shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the County unless appropriately authorized—explicitly or implicitly by virtue of their roles and responsibilities—to do so.

Users who suspect the receipt of a forged message or altered communication should immediately open a ticket with the EDC IT helpdesk, report the incident, and ask for additional instructions.

III. PROCEDURES

- A. The Information Technologies Director shall be responsible for the delivery of detailed processes, procedures, and guidelines to implement the General Network Usage Policy.
- B. These supporting technology-specific processes, procedures, and guidelines are subject to changes as required and may be updated and re-published as necessary under the authority of the Director, Information Technologies (IT). Where changes are substantive, notifications of changes will be distributed to the affected EDC governmental communities.
- C. In the event there is a question regarding compliance with this Policy or the

Subject: GENERAL NETWORK USAGE POLICY	Policy Number: A-19	Page Number: Page 7 of 7
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supporting Procedures and Guidelines, the Chief Administrative Officer (CAO) shall be responsible for interpreting said Policy and/or Procedures and Guidelines and shall make the final determination regarding compliance.

IV. REFERENCES

[C - 17-0518 General Network Usage Procedures and Guidelines 07-18-17.pdf](#)

V. RESPONSIBLE DEPARTMENT

Information Technologies

VI. DATES ISSUED AND REVISED; SUNSET DATES:

Issue Date:	11/15/2005	Sunset Review Date:	N/A
Revision Date:	12/08/2020	Sunset Review Date:	12/08/2024

County of El Dorado

Procedures and Guidelines

Information Technologies

Version 4.0

July 2023

General Network Usage and Access Procedures and Guidelines

1. PURPOSE

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

2. DEFINITIONS OF TERMS

Information Domain – the entire communications infrastructure (hardware, software, and data) that comprises the County’s secure network. Differentiated in this policy from County communications infrastructure that is specifically for public use (such as the EDC-Public WiFi network).

Network Resources – collective term for the capabilities and services provided within the County information domain and cloud environments (Examples listed in the A19 Policy).

Kiosk – A computer that is accessed by more than one user with no user credentials required. The common use of a kiosk is for public access to make a transaction or look up information.

Protected Data - Applies to data that must be kept secure under State, Federal, County, Tribal, and Local regulations which includes:

PII - Personally Identifiable Information

HIPAA - Health Insurance Portability and Accountability Act

CJIS - Criminal Justice Information Systems

PHI - Protected Health Information PCI - Payment Card Information

Data Owner: Official with statutory or operational authority for specified information and responsibility for establishing the controls for its generation, collection, processing, dissemination, and disposal.

Data Classification - Department identifies its data for the purpose of defining its value, location, and level of protection. Example Classification levels include Confidential, Internal, and Public.

External Trusted Partner - a person who is granted official access to the County’s information domain. This definition includes contractors, vendors, and quasi-governmental employees such as fire departments, community services districts, and multi-jurisdictional or joint operating authorities.

Shared Workstation – A computer that is accessed by more than one user. Each user must access the computer with their user own user credentials. The common use of a shared workstation is in coworking spaces and shared office spaces.

Team Owner – User assigned to an MS Team that can manage access and control to the team.

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

3. GENERAL NETWORK USAGE PROCEDURES AND GUIDELINES

3.1. Use of Network Assets

Any computer or peripheral device connected to the El Dorado County information domain must be either owned by the County or approved by the Information Technologies Department.

3.1.1 Operating System and Applications

All devices must run approved versions of operating systems, software, and applications, must have approved End-Point protection, and must meet all other technical specifications as determined by the IT Department following Computer & Network-Based Information Systems Policy A-13. Questions about these specifications should be directed to the IT Help Desk.

3.1.2 Security Updates

All County devices must be connected to the network and powered on for mandatory weekly security updates. This includes assigned devices, shared devices, and devices in conference rooms. Users Teleworking need to follow guidelines in policy Telecommuting Policy E-12.

3.1.3 Adding and Assigning a Device

Departments must submit an iSupport ticket when adding, assigning, moving a device, or reassigning a user to a device.

3.1.4 Removing a Device (Surplus)

Departments must submit an iSupport ticket when removing a device. Devices must follow the IT data destruction procedures.

3.1.5 Telecom Equipment

Departments must submit a Telecom ticket for all phone installs, transfers, moves, and removal of equipment. This includes installation of cabling.

3.2. Data Access

All County workstations display a “consent to monitoring” statement that must be acknowledged by Users when logging in to the workstation. This pertains to all data in the information domain, even personal information, not related to official County business. In compliance with Public Records Act and other government transparency regulations, data stored on the County information domain is considered discoverable.

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

3.2.1. Request for Own Files

Users may request IT assistance in searching for or recovering their own files or files they have permission to access within the County backup procedures.

3.2.2 Supervisor Access

- **Active Employees**
 - OneDrive: Employees can share content with their supervisor.
 - Email: Employees can delegate access to their supervisor.
 - H Drive: IT can provide access to the supervisor upon request.

Note:

Department head approval is required if a supervisor is requesting access to any of the above without the employee's consent or knowledge.

- **Inactive Employees**
 - OneDrive: Supervisor (as defined in Active Directory), by default, will have 30 days to review content in an employee's OneDrive .
After the 30 days the employee's OneDrive is automatically deleted. If the supervisor would like to retain any items, they must be moved out of the employee's OneDrive during the 30-day window and stored in a separate file location, such as XX.
 - Email: If requested in the termination process, supervisors can have access to the employee's mailbox for 30 days.
 - If access is not requested during the termination process, the only way to view this content is with eDiscovery software tool and the department must submit an iSupport ticket to request IT assistance to search and view emails. The request must be approved by either the department head, County Counsel, or Human Resources.
 - H Drive: If requested in the termination process, supervisors can have access to the employee's H Drive for 30 days.
 - If access is not requested during the termination process, the H Drive can be restored from backup for up to six months, post termination.

3.2.3. Request for Another Employee's Files and Mailbox

- **Active Employees**

Active employees can share or delegate their own files and mailbox as needed (as permitted within department policy and process needs). If the files and mailbox are not shared or delegated by an active employee, request to access or recover the files and mailbox of another active employee must be approved by the employee's department head, County Counsel, or Human Resources.

- **Inactive Employees**

Requests to access or recover files or data belonging to another inactive employee must be approved by the employee's department head, County Counsel, or Human Resources prior to granting access to the requester.

3.3. User Access Credentials

Each El Dorado County employee shall have a uniquely assigned user ID to enable individual authentication and accountability. Documented authorization from the employee's supervisor is required for the user ID to be issued and removed. Additional documentation and HR approval is required for user ID name change request. It is the department's responsibility to notify IT using an iSupport ticket for all employee transfers and employee terminations.

Each trusted external user (contractor, vendor, volunteers, outside agencies) shall have a uniquely assigned user ID to enable individual authentication and accountability. An External Trusted User form must be completed to define use and access level with authorization from the El Dorado County – department head prior to the user IDs being issued. The Information Security Office (ISO) will perform an annual audit and will monitor expiration dates. Access can be removed by the IT department if the External Access form is not renewed for access.

Users are required to manage their own access credentials, and all access credentials must be protected using the procedures specified in this Section 3.3.

3.3.1. Passwords

These rules are based on IT security best-practice based on NIST.*

Users are required to change their passwords every 90 days.

- Passwords must contain at least 8 characters.
- Passwords must contain all of the following:
 - At least one upper case letter
 - At least one lower case letter
 - At least one number
 - At least one special character
- Users may not re-use their 24 most recent passwords
- User will be locked after 5 password attempts.

* Regulations for certain classes of information may require advanced password protect I.e. Department of Child Support Services (DCSS) must meet Section 6002 - Password

Standards

3.3.2. Multi-Factor Authentication (MFA)

All users (employees or trusted external users) are required to engage in one additional authentication beyond username and password to access County resources when off network.

3.3.3. Shared Workstations

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

3.3.4. Kiosks

IT can create a kiosk device. Kiosks are shared devices and are typically configured to allow only minimum required access. IT will evaluate the business requirements on a case-by-case basis and if suitable, develop a kiosk profile for the requesting department.

3.3.5. Protection of Credentials

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

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

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

(Note: The County IT Department will **NEVER** ask for your password or PIN over the phone or by email. If you receive such a request, it is a scam by an outside attacker. **Never provide your password or PIN to someone over the phone or by email!**)

3.3.6 Password and MFA Resets

Users can change or reset passwords using M365 Self-Service Password Reset (SSPR), with no administrator or help desk involvement. If a user's account is locked or they forget their password, they can follow prompts to unblock themselves and return to work.

If the IT department is required to reset the user password or remove an MFA method, the IT department must verify user. Approved methods to verify users are listed below.

- a. Users need to use "self-service" password reset at <https://passwordreset.microsoftonline.com>
- b. IT must call back the user with the number in MUNIS/ESS
- c. User can come onsite to the IT department
- d. External user's passwords will be reset using the call back to the number on file from the Trusted External User form.

3.3.7 Temporary Password Usage

Temporary passwords are allowed with an immediate change (15 mins) to a permanent password.

3.4. Use and Ownership of Data

3.4.1. On Premises Data Storage Procedures

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

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

User Guidelines

- Users should avoid storing copies of files in multiple directories.
- Users are encouraged to periodically clean up and organize their files and directories.
- Desktop and laptop operating systems and applications are managed by IT processes, so it is not necessary for the user to make copies of any operating system or application files.
- Users should not use County network storage for personal data or files (including photos, music, video, etc.)

Local Drive Guidelines:

- Users should not use their local hard drive. Local hard drives are NOT backed up by the IT Department.

Shared Drive Guidelines:

- Departments data owners or designee must approve access to department shared drives.
 - If a data owner is not assigned IT will assume the user requesting access has authority. Users can not request access for themselves.
 - Departments may not request access to another departments shared drive without the department head approval of the shared drive.

- Departments are responsible for shared drive access for employee onboarding and offboarding.
- Departments will open iSupport tickets for shared drive access and access removal.

Departments should review shared drive files and directory for cleanup and use annually.

3.4.2 M365 Data Storage Procedures

M365 storage capacity is not infinite, and users should strive to manage their data efficiently.

OneDrive:

- Users are encouraged to periodically clean up and organize their files and directories.
- User should share OneDrive documents with the understanding of the security risks and data protection guidelines.
- Users should understand when agreements need to be in place to share protected data with departments and external users. Best practice is to use MS Teams to share with external users.
- Users are required to use sensitivity labels when required by regulations to protect data.

MS Teams:

- Users will be placed and removed into department MS Teams during on boarding and off boarding once posted by payroll
- MS Teams owners must approve and add users to MS Teams. MS Team owners need understand security risks and data protection guidelines.
- MS Team owners need understand when agreements need to be in place to share protected data with departments and external users.
- MS Team owners must remove users from MS Teams for transfers and off boarding
- MS Team owners need to review external users for use and off boarding

- Team owners and Team members are required to use sensitivity labels when required by regulations to protect data.

3.4.3 Cloud Storage

All additional types of cloud storage must to be approved by IT in alignment with Computer & Network Based Information System Policy A-13.

3.4.4 Portable Data Storage Procedures

Portable data storage (i.e. USB drives) is not allowed unless approved by IT. The preferred method of data transfer is Secure File Transfer (SFTP).

- The USB Drive must labeled, encrypted, and handled according to its data classification.
- Users need to have a data sharing agreement with external users on file when providing

data

- Data transfers outside of controlled areas must be approved and tracked by the data owners. All activities associated with transfers and transport needs to be documented.
- The data stored on portable storage device must be removed and/or sanitized once usage is no longer required.

3.4.5 Data Transfer Storage

User may request Secure File Transfer (SFTP) to transfer files and sensitive data minimizing the risk of exposing data to unauthorized parties. Regulations such as HIPAA set a standard for secure file transfer. Failure to comply with these standards can result in substantial penalties. Many data protection regulations specify the need for encryption when transferring sensitive files. SFTP makes it easy to comply by including encryption as a default security measure when transferring data.

- Users need to have a data sharing agreement with external users on file when providing data
- SFTP is a temporary storage. Users requesting SFTP must provide a data retention timeline or IT will automatically default to a 30-day data retention unless the department has a business requirement.

3.5. Use of Personally Owned Software and Equipment

3.5.1. Software License Compliance

Users may not download any software or use cloud software without prior authorization from the IT Department or designee. Requests for software installation, or cloud use, should be submitted via the IT Help Desk. Requests for software that is not currently licensed for use by the County must follow Computer & Network-Based Information Systems Policy A-13 and may require a departmental requisition or purchase.

3.5.2. Copyright Protection

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

Users who have questions about use of copyright material should contact the IT Department.

3.5.3. Use of Personally Owned Equipment

Users may not connect any personally owned external device to County workstations or networks. This includes USB drives, external hard drives, smartphones, iPads, and tablets. These devices may not be connected under any circumstance, even for charging. Employees can charge their personally owned devices by connecting directly to power outlets.

Employees should be aware that any official government data, including text messages, present on personally owned devices are subject to search and discovery for Public Records Act requests. In short, this means that if an employee uses a personal smartphone, laptop, or tablet for County business, they may be required to allow access to their personal devices to be searched by County or other government officials.

3.6. Remote Access

Employees may, with Department Head approval, request a VPN account for remote access by the Telework form or Job Class Remote form. Employees must abide by all County policy and procedures when connecting via VPN, including General Network Usage Policy A-19 and Telecommuting Policy E-12.

The IT Department will assist Users in setting up remote access on county issued devices.

3.7. Personal Use of Network Resources

Users may not use County network resources for the conduct of commercial business or private activities that violate County policies on harassment, hostile workplace, or offensive material.

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

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

The County provides public Wi-Fi in some locations. This service is for use by the public while they are conducting business with the County. This network has limited speed and capacity, and employees who use it for personal devices will impact the quality of service provided to the public.

Users are not allowed to use County email accounts for personal use, for e.g. creation of iTunes accounts using County email accounts on mobile devices.

3.8. Electronic Messaging

Users have the ability to communicate by email, Team chat, Team posts, video and audio-conferencing services, phone and voicemail. These services are to be used for County business only.

All County emails, Team chats, Team posts, videos, cloud documents and audio-conferencing services, phone and voicemail are retained by the IT Department consistent with the County's retention schedule and may be subject to disclosure for Public Records Act requests and litigation discovery. Users must follow section 3.2.3 to gain access to accounts belonging to other employees.

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

Maximus US Services, Inc.
Exhibit F
Rates

Contractor shall be compensated on an hourly basis for Maximus staff assigned to perform the services outlined in this Agreement at the rate of per hour worked as outlined below:

Position Title	July 1, 2026 – December 31, 2026 Hourly Rate	January 1, 2027 – December 31, 2027 Hourly Rate	January 1, 2028 – December 31, 2028 Hourly Rate	January 1, 2029 – December 31, 2029 Hourly Rate
SSI Eligibility Specialist	\$85.55	\$88.12	\$90.76	\$93.49
SSI Project Manager	\$142.58	\$146.86	\$151.27	\$155.81

Maximus US Services, Inc.

Exhibit G

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.

05/18/2026

Date

Tameisha Moore

Tameisha Moore (May 18, 2026 11:28:39 EDT)

Contractor Signature

1600 Tysons Blvd., Fl 14, Tysons, VA 22102

Address of Contractor

Maximus US Services, Inc.
Exhibit H
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”).

R E C I T A L S

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 Dated: 05/18/2026
[Tameisha Moore \(May 18, 2026 11:28:39 EDT\)](#)
Name
"BA Representative"

By:  Dated: 05/17/2026
[Olivia Byron-Cooper \(May 17, 2026 19:17:50 PDT\)](#)
Olivia Byron-Cooper, MPH
Director
El Dorado County Health and Human Services Agency (HHSA)
"HHSA Representative"

Maximus US Services, Inc.
Exhibit I
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.

05/18/2026

Date

Maximus US Services

Type or write name of company

Tameisha Moore

Tameisha Moore (May 18, 2026 11:28:39 EDT)

Signature of authorized individual

Tameisha Moore

Type or write name of authorized individual