

AGREEMENT FOR SERVICES #7541

Social Security 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, Suite 1400, Mclean, Virginia 22101, doing business locally at 2710 Gateway Oaks Drive, Sacramento, California 95833, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, County has determined that it is necessary to obtain a 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/or Government Code Section 31000;

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

**ARTICLE I**

**Scope of Services**

- A. Target Population: Children, youth, non-minor dependents, or wards under the County's juvenile court jurisdiction, and adults referred from within the County of El Dorado Health and Human Services Agency (HHSA), Social Services Division
- B. Co-Location: The Contractor shall co-locate and/or work remotely (with a part-time

- 10) Provide placement updates;
- 11) Resolve medical and non-medical redeterminations;
- 12) Provide fiscal management of benefit funds, including Trust Funds/Spend Down accounts and overpayment waivers;
- 13) Monitor and maintain eligibility for N01 suspended accounts;
- 14) Process Retirement and Survivors Disability Insurance Title II claims;
- 15) Train HHSA staff;
- 16) Keep records for audit purposes for the duration of the contract.
- 17) Maintain records on each Client referred relative to the application, benefit maintenance, and/or appeals process for SSI/SSP benefits and make the files available to County staff upon request. Contractor shall not have any proprietary interest in the records maintained and, upon County's request:
  - a. All records maintained by Contractor for County shall be turned over to the County upon completion or termination of services;
  - 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.
- 18) Provide direction and pursue appropriate appeals and submit necessary documentation on all SSA benefits overpayments and underpayments.
- 19) Provide appropriate legal support at any stage of an application process, and/or benefit administration, e.g. addressing policies, denials, reconsiderations, hearings, overpayments, underpayments, etc.
- 20) Contractor will gather all additional medical or other information requested by SSA. Payment of exams and testing shall go through the appropriate payees, including State Department of Developmental Services for evaluations. Medi-Cal retains final spending authority for each case by providing approval of exams if necessary.
- 21) Review all denied cases, in conjunction with the County, and:
  - a. Pursue all appropriate appeals, including preparing and filing required information and presenting materials to SSA;
  - b. Attend all reconsideration meetings and hearings, whether formal or informal.
  - c. Provide SSA information and documentation for all reconsideration meetings;
- 22) Provide recommendations to County on all cases requiring additional examination and testing.
- 23) Research and problem-solve, including through direct contact with SSA, to resolve underpayment or overpayments of SSI benefits.
- 24) Coordinate with HHSA staff in recommending appropriate actions to ensure accurate benefits.

**County and Systems Coordination and Liaison Services - Contractor will:**

- 1) Work with the County to design, implement, train, coordinate, prioritize, and maintain a system of application reviews.
- 2) Maintain and further develop a system in conjunction with the County to monitor youth turning eighteen (18) who will be entering SSA's adult system or non-minor dependents already over the age of eighteen (18). Contractor will screen for SSA adult benefit eligibility, process, and complete applications on behalf of this population.
- 3) Maintain and further develop a system in conjunction with the County to screen all

- deemed appropriate, on an as-needed basis at a minimum of two (2) times per year.
- 16) 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 will periodically perform ad hoc system reviews to ensure County is maintaining high-quality standards and make procedural or policy recommendations to enhance outcomes.
  - 17) Provide Information Technology tools and/or data maintenance techniques and solutions to assist in the continual improvement in identifying, maintaining, and monitoring SSI/SSP benefits.
  - 18) Enter disability and applications data directly into Child Welfare Services/Case Management System (CWS/CMS), C-IV (CalSAWS), or subsequent replacement systems.

**Service Objectives. Contractor shall meet the following services objectives:**

- 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) A minimum of two (2) trainings to County staff will be designed and delivered each contract year.
- 4) One hundred percent (100%) of care providers or non-minor dependents 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 fields, as deemed necessary by the County, will be entered by the Contractor within fourteen (14) days of actions or acquiring relevant information. Contractor, in conjunction with the County, will complete a minimum of four (4) data matches each year of the contract.
- 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 and six (6) months, or older, shall be screened annually for Title XVI disability benefits per All County Letter 08-12.

**Outcome Objectives. Contractor shall meet the following outcome objectives:**

- 1) Using an HHSA-provided training survey; ninety percent (90%) of participants in training Contractor provided training will rate the training as effective or useful.
- 2) HHSA personnel will monitor the Contractor to achieve a ninety percent (90%) data match between CWS/CMS and Contractor data collection systems.
- 3) Based on an annual audit to be conducted by HHSA, the Contractor will maintain an approval rating of no less than seventy-five percent (75%) of all initial applications and appeals submitted to SSA for consideration.
- 4) One hundred percent (100%) of cases eligible for SSI in suspended status will have their SSI eligibility maintained until court dismissal.

**ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall cover the period July 1, 2023, through June 30, 2026,

**ARTICLE III**

**Compensation for Services:**

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

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

<b>Position Title</b>	<b>January 1, 2023 – December 31, 2023 Hourly Rate</b>	<b>January 1, 2024 – December 31, 2024 Hourly Rate</b>	<b>January 1, 2025 – December 31, 2025 Hourly Rate</b>	<b>January 1, 2026 – December 31, 2026 Hourly Rate</b>
<b>SSI Eligibility Specialist</b>	\$78.29	\$80.64	\$83.06	\$85.55
<b>SSI Project Manager</b>	\$130.49	\$134.40	\$138.43	\$142.58

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

Itemized invoices shall follow the format similar to the content of Exhibit E, marked “County of El Dorado Health and Human Services Agency Billing Invoice,” incorporated herein and made by reference a part hereof, and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor’s charges for the specific services billed on those invoices.

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

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

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

Rights Act (California Civil Code, Division I, Part 2, Section 51.7), the California Trafficking Victims Protection Act (California Civil Code, Division I, Part 2, Section 52.5), the Disabled Persons Act (California Civil Code, Division I, Part 2.5), and as applicable, Section 11135 et. seq., of the California Government Code, prohibiting discrimination in all state-funded programs. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 11102.

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

#### **ARTICLE IX**

**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 X**

**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.

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 XV**

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

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

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

#### **ARTICLE XVI**

**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

**ARTICLE XVIII**

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

COUNTY OF EL DORADO  
Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
ATTN: Contracts Unit  
[hhsa-contract@edcgov.us](mailto:hhsa-contract@edcgov.us)

or to such other location as the County directs.

with a copy to

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

Notices to Contractor shall be addressed as follows:

MAXIMUS  
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. Ste 1400  
McLean, VA 22102  
ATTN: Vice President, or successor

or to such other location as the Contractor directs.

**ARTICLE XIX**

**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."

- H. The certificate of insurance must include the following provisions stating that:
1. Contractor's insurers shall, according to each insurance policy's provisions, provide at least 30 days prior written notice of cancellation or non-renewal, and;
  2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement on the commercial general and automobile liability insurance policies, but only insofar as the Contractor's operations under this Agreement are concerned..
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be shown on the certificate of insurance. If so requested, the Contractor shall provide copies of audited financial statements as evidence of its ability to pay its deductible or self-insured retention. [HBA note: Maximus is a very large company with a very extensive global insurance program which cannot be changed even if the client doesn't approve; our insurance program cannot be changed. Maximus does not issue bonds for its deductible or self-insured retention—no exception.] 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.
- K. 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.
- L. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- M. 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.
- N. 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 the County.

## **ARTICLE XXII**

**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,



submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXVI**

**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 XXVII**

**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 XXVIII**

**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 XXIX**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Leslie Griffith, Assistant Director, Protective Services, County of El Dorado, Health and Human Services Agency, or successor.

#### **ARTICLE XXX**

**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 XXXI**

**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

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

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.

- F. **Lobbying Certification:** The Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:
- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form SF-LLL, OMB Number 0348-0046 "Disclosure of Lobbying Activities" in accordance with its instructions.

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.

- G. **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.
- H. **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.
- I. **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

- L. **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 shall 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.
- M. **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 XXXV**

**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 XXXVI**

**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.

#### **ARTICLE XXXVII**

**Limitation 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 \$250,000.

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.

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

-- COUNTY OF EL DORADO --

Dated: 6/6/23

By: 


John Hidahl, Vice Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 6-6-23

-- MAXIMUS US SERVICES, INC.--

By:   
Jennifer Galletta  
Counsel  
"Contractor"

Dated: 05/05/2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**COUNTY USER AGREEMENT**

**El Dorado County Computer and  
Network Policies Agreement**

I have read and understand that:

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

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

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

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

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

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

<b>County of El Dorado Health and Human Services Agency BILLING INVOICE</b>
---

Vendor Name:	
Vendor Address:	
Phone:	
Fax:	
Email:	
Billing Contact:	

Contract #:	4548
Program Description:	
EDC HHS A Program Contact Person:	Leslie Griffith
Invoice #:	
Invoice Date:	
Invoice Total Amount:	0
Service Period/Month:	

DATE(S) OF SERVICE	SERVICE TYPE/ DESCRIPTION	UNITS OF SERVICE (Hours/QTY)	COST PER UNIT (Rate)	AMOUNT
	SSI Eligibility Specialist			0
	SSI Project Manager			0
	<b>Subtotal:</b>			0
	<b>Tax:</b>			
	<b>Please Pay this Amount:</b>			0

<b>Invoice Backup</b>
-----------------------

Invoice backup for services to include all data listed in your contract. – ( if appropriate )

If Authorization of Services is required, the signed Authorization Form must be included with this invoice.

<b>Bill to:</b>	<b>Email: SSCWSinvoice@edcgov.us (preferred method)</b> <b>Mail: County of El Dorado Health and Human Services Agency</b> <b>3057 Briw Road, Ste. B</b> <b>Placerville, CA 95667</b>
-----------------	---



- 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,

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

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: Jennifer Galletta

Name  
"BA Representative"

Dated: 05/05/2023

By:   
Olivia Byron-Cooper (May 2, 2023 11:53 PDT)

Olivia Byron-Cooper, MPH  
Interim Director  
Health and Human Services Agency  
"HHS Representative"

Dated: 05/02/2023