

AGREEMENT FOR SERVICES #6410  
AMENDMENT I

MAXIMUS Disability Benefits Advocacy Agreement

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This First Amendment to that Agreement for Services #6410, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and MAXIMUS Human Services, a Virginia Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 1600 Tysons Blvd, #1400, McLean, VA 22102, doing business locally at 170 Otis Street, San Francisco, California 94120 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**, Contractor has been engaged by County to provide Housing and Disability Advocacy Program (HDAP) services related to disability benefit application assistance to include Social Security and Veterans Affairs income screening, application assistance, document readiness and reconsideration hearings/disability reviews, in accordance with Agreement for Services #6410, dated July 22, 2022, incorporated herein and made by reference a part hereof;

**WHEREAS**, Contractor has been engaged by County to provide Home Safe Program services such as safety, housing stability, and homelessness prevention services to clients served by Adult Protective 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**, the parties hereto have mutually agreed to amend **ARTICLE I, Scope of Services, ARTICLE IV, Maximum Obligation, ARTICLE XXIII, Conflict of Interest, and ARTICLE XXX, Administrator** of said Agreement, to add specific Co-Location language, and to add **Exhibit G**, marked "Acceptance of Liability for Borrowed Keys/Entry Cards", and **Exhibit H**, marked "California Levine Act Statement"; and

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this First Amendment to that Agreement 6410.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #6410 shall be amended a first time as follows:

1) **ARTICLE I, Scope of Services** shall be amended in its entirety to read as follows:

**ARTICLE I**

**Scope of Services**

- A. Target Population: Disabled older and dependent adults who are experiencing homelessness, or at risk of homelessness and those referred from within County of El Dorado Health and Human Services Agency (HHSA), Social Services Division, including the Adult Protective Services (APS) Home Safe Program and the Self Sufficiency Housing and Disability Advocacy Program (HDAP).
  
- B. Co-Location: The Contractor shall co-locate as needed for the provision client services, with a part-time schedule to be mutually agreed upon with HHSA and make personnel providing the services identified herein available to serve HHSA locations in Placerville and South Lake Tahoe. Contractor shall be responsible to track personnel hours to stay compliant with Article IV, "Maximum Obligation" for the duration of the Agreement.
  
- C. Contractor Responsibilities:
  - 1) Provide on-site staff to review existing disabled individuals including older and dependent adults who are experiencing homelessness, or at risk of homelessness and those referred from within HHSA Social Services Division (hereinafter referred to as "Clients") hard copy and electronic files and reports to identify those Clients that may be eligible to receive Supplemental Security Income (SSI)/ State Supplementary Payment (SSP) administered by the Social Security Administration (SSA).
  - 2) Create and maintain several options for referrals, including internet-based, with the capacity to provide reports and tracking of applications, approvals, appeals, denials, and reassessments for eligibility.
  - 3) Coordinate and complete the application process on behalf of Clients deemed potentially eligible based upon the screening process for SSI/SSP benefits, including applications for Interim Assistance Reimbursement (IAR) per Public Law 93-368 for General Assistance/General Relief. Public Law 93-368 provides for reimbursement for Interim Assistance (IA) payments made to SSI/SSP applicants whose applications are subsequently approved for SSI benefits. Individual authorizations must be signed by the applicants or their representatives and forwarded either manually or electronically to SSA. The IAR provisions of the Social Security Act permit Interim Assistance Counties to recover from an individual's initial retroactive SSI payment. Interim Assistance is the amount the county gives the individual for meeting basic needs while the individual's SSI application is pending or SSI benefits are suspended or terminated and

subsequently reinstated. IAR is the amount of IA recovered by El Dorado County from the clients' retroactive SSI/SSP payments once approved or reinstated. Contractor will assist County in recouping these retroactive benefits, whenever warranted, by completing Exhibit B, form SSP-14, attached hereto and incorporated by reference herein.

- 4) Provide support options to facilitate completion of SSI/SSP applications with input from the care provider, foster care personnel, or the non-minor dependent where the care provider or the non-minor dependent is unable to complete forms or portions of the applications. Assistance shall include in-person, electronic, and telephone assistance options.
- 5) Collect and copy information and documentation needed to support SSI/SSP 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 and mail, 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 eligibility and are not discontinued as deemed appropriate, in conjunction with County review.
- 8) 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 Adult Protective Services (APS) regulations.
- 9) Provide direction and pursue appropriate appeals and submit necessary documentation on all SSA benefits overpayments and underpayments.
- 10) 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.
- 11) 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.
- 12) Review all denied cases, in conjunction with the County, and:
  - a. Pursue all appropriate appeals, including preparing and filing required information and presenting materials to SSA;
  - b. Provide SSA information and documentation for all reconsideration meetings;
  - c. Attend all reconsideration meetings and hearings, whether formal or informal.
- 13) Provide recommendations to County on all cases requiring additional examination and testing.

- 14) Research and problem-solve, including through direct contact with SSA, to resolve underpayment or overpayments of SSI benefits.
- 15) Coordinate with HHSA staff in recommending appropriate actions to ensure accurate benefits.

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

- 1) Work with the County to design, implement, train, coordinate, prioritize, and maintain a system of application reviews.
- 2) Document processes and assist with the development and maintenance of written guidelines and HHSA policies and procedures.
- 3) In conjunction with the County, ensure its activities integrate with County financial and 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 site visits and collaborative meetings with SSA. Consult and problem-solving may include Retirement SDI and SSI benefits and/or other benefits administered by SSA.
- 4) Upon written approval, accept referrals from the Self Sufficiency Division for adult clients, to include General Assistance and CalWORKs recipient referrals deemed appropriate and approved by a Self Sufficiency Manager.
- 5) Upon written approval, accept referrals from Adult Protective Services, specifically the APS Home Safe Program recipient referrals deemed appropriate and referred directly by APS staff.
- 6) In conjunction with the County, ensure its activities and county policies/practices align and enhance fiscal processes and policies related to the tracking and maintenance of interest-bearing dedicated accounts, interest-bearing maintenance accounts, and/or personal needs allowance (P&I) accounts based upon SSA rules.
- 7) Monitor and research emerging SSA benefit and related Welfare regulations, policies and procedures, and best practices to advise County of any changes that impact the current caseload. Contractor shall be available to consult with County on cases and activities related to SSA regional or district offices, or on general Social Security issues.
- 8) Facilitate and attend (as required) regular meetings with the County to validate progress, communication, reconcile SSI/SSP application filings and approvals, discuss and plan for emerging SSI/SSP changes and County needs. Contractor shall coordinate, facilitate, and take minutes for project meetings as needed a minimum of two (2) times per year. This includes creation and distribution of agenda for meetings.
- 9) Coordinate monthly submission meetings with SSA and APS Manager. Provide a detailed list of applicants and SSA forms requiring a wet signature from a County staff dedicated representative.
- 10) 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 at a minimum of two (2) times per year.
- 11) Conduct a full system review one (1) time per year to ensure optimal alignment, accuracy, and efficiency, and provide a written report and analysis detailing strengths and weaknesses and make recommendations for improvements. In addition, Contractor will periodically perform ad hoc system reviews to ensure the

County is maintaining high quality standards and make procedural or policy recommendations to enhance outcomes.

- 12) 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.
- 13) Enter disability and applications data directly into Adult Protective Services/Case Management System (APS/CMS), and C-IV (CalSAWS), or subsequent replacement systems.

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

- 1) One hundred percent (100%) of Clients will be screened for potential eligibility within thirty (30) days of referral.
- 2) Seventy-five percent (75%) of potentially eligible Clients will have applications completed and submitted to SSA within ninety (90) days of the referral date. The remaining twenty-five (25%) of potentially eligible Clients will have applications completed and submitted to SSA within one-hundred and twenty (120) days of the referral date.
- 3) A minimum of two (2) trainings to County staff will be designed and delivered each contract year.

F. Outcome Objectives. Contractor will 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) Contractor will maintain a staff approval rating of no less than seven (7) on a scale of one (1) through ten (10); ten (10) being the highest/best rating possible from an annual survey of HHSA staff conducted regarding Contractor performance.

G. County Responsibilities:

- 1) County shall provide Contractor staff with one (1) each of the following: building security access fob, pod, or desk, locking filing cabinet at both the West Slope and South Lake Tahoe APS and Self Sufficiency locations.
- 2) County shall provide a computer in each pod or desk for Contractor staff to use in accessing the internet, as necessary and required in performance of the duties described herein.
- 3) County will provide telephone equipment, with voicemail, at each designated pod or desk to be used in the course of business in support of Clients.
- 4) County shall provide Contractor staff with access to a copy and fax machine, staff restrooms, and break rooms.
- 5) County shall make available adequate office space that protects both Contractor staff and Client confidentiality.
- 6) County shall provide janitorial services for the office space assigned to said Contractor staff.
- 7) County shall provide Contractor staff with an annual list of holidays observed by County.
- 8) Provide Contractor staff with assistance to the extent reasonable and appropriate, with special processing circumstances, including language differences and access to relevant client information. County agrees to make either a qualified

interpreter or access to qualified interpreter via telephone translation services available for interpreter services, at County expense. A "qualified interpreter" is defined as an interpreter who is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary.

- 9) Require the Contractor staff to sign the Health and Human Services Agency Confidentially Statement attached hereto as Exhibit E, and incorporated herein by this reference.
- 10) Require Contractor staff to execute the Exhibit C, County Network User Guide, and Exhibit D, Homeless Management Information System (HMIS) (or subsequent replacement system) Access Agreement, both attached hereto and incorporated by reference herein.
  - a) County shall be responsible for retaining originals of referenced exhibits signed by Contractor staff.
  - b) County shall make signed originals available upon request.
  - c) County shall be responsible for ensuring appropriate Access Agreements are maintained if updated for subsequent replacement systems.

11) Co-location:

County is providing this co-location option for the convenience of our mutual clients, as needed for the provision of requested Client services, and Contractor is expected to provide these services consistent with this Agreement regardless of the availability of the co-location. In addition:

- a) Contractor understands that providing this co-location does not, in any matter, make Contractor, nor Contractor staff performing the services, an employee of County or entitled to the rights, duties, or benefits of County employees.
- b) County and Contractor have negotiated the contract price for Contractor's services specifically considering that County is providing the co-location space for Contractor staff, internet access, copy/fax machines, and restrooms and break rooms.
- c) County shall make available adequate office space, when requested and as available, that protects both Contractor staff and Client confidentiality, and County shall provide janitorial services for the office space.
- d) County shall ensure that the co-location space includes appropriate notification that the Contractor staff is not a County employee.
- e) County shall provide Contractor staff with the annual list of holidays observed by the County; however, it is intended to be informative only. Contractor staff will not be required to adhere to County holiday schedule.
- f) County will also ensure any security access fob/entry card provided identifies Contractor staff as a Contractor and not an employee. Upon acceptance of security access fob/entry card, Contractor staff shall sign and return to County Exhibit G, "Acceptance of Liability for Borrowed Keys/Entry Cards," attached hereto and incorporated by reference herein.
- g) If Contractor requires use of the County Network for the provision of requested Client services, County shall require Contractor staff to

execute the Exhibit C "County of El Dorado General Network Usage and Procedure Guidelines," attached hereto and incorporated by reference herein.

- h) Except as otherwise expressly stated in this Agreement, Contractor and Contractor staff are not subject to any rules, regulations and policies that apply to County employment. Any rules, regulations or policies provided to Contractor staff are intended to be informative of County practices only, thus, Contractor staff will not be required to adhere to said rules, regulations, or policies.
- i) County shall be responsible for retaining originals of referenced exhibits signed by Contractor staff, shall make signed originals available upon request, and shall be responsible for ensuring appropriate Access Agreements are maintained if updated for subsequent replacement systems.
- j) Services shall only be provided following approval via signed HHSAA Authorization. Multiple units of service (Multiple Units) shall be defined as one or more units of same or similar service(s) provided to Client(s) on a single day, as more fully defined under the Article III, "Compensation for Services."

2) **ARTICLE IV, Maximum Obligation** shall be amended in its entirety to read as follows:

**ARTICLE IV**

**Maximum Obligation:** The maximum obligation for services performed pursuant to this Agreement shall not exceed \$95,000.

3) **ARTICLE XXII, Conflict of Interest** shall be amended in its entirety to read as follows:

**ARTICLE XXIII**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and 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 Consultant and performing work for County and who are considered to be 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.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, 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 Consultant becomes aware of a conflict of interest related to this Agreement, Consultant 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 of termination specified in the Article titled "Default, Termination, or Cancellation."

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


4) **ARTICLE XXX, Administrator** shall be amended in its entirety to read as follows:

**ARTICLE XXX**

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


Except as herein amended, all other parts and sections of that Agreement #6410 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Jennifer Rogers  
Program Manager  
Health and Human Services Agency

Dated: 03/06/2023

**Requesting Department Head Concurrence:**

By:   
Olivia Byron-Cooper (Mar 6, 2023 08:47 PST)  
Olivia Byron-Cooper, MPH  
Interim Director  
Health and Human Services Agency

Dated: 03/06/2023



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #6410 on the dates indicated below.

Dated: 4/4/23

By: Wendy Thomas  
Wendy Thomas, Chair  
Board of Supervisors  
"County"

ATTEST:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kim Dawson  
Deputy Clerk

Dated: 4/4/23

-- MAXIMUS HUMAN SERVICES --

By: Ashleigh Johnson  
Ashleigh Johnson  
Counsel  
"Contractor "

Dated: 03/06/2023

# MAXIMUS Human Services

## Exhibit G

### Acceptance of Liability for Borrowed Keys/Entry Cards

I acknowledge that I am a currently approved Contractor with the County of El Dorado Health and Human Services Agency, and that the keys/entry cards being borrowed will be used for services per the terms of Agreement 6410. The keys/entry cards are the property of the County of El Dorado and will be used only by me. They will not be sold, rented, lent, or given to any other person or group.

MAXIMUS Human Services accepts full responsibility for the borrowed keys/entry cards and accepts liability for any actions that may be deemed inappropriate or damaging to the County of El Dorado. MAXIMUS Human Services shall accept all responsibility and liability for any damages caused by loss of the borrowed keys/entry cards regardless of how or by whom such damage occurred. Upon such an occurrence MAXIMUS Human Services agrees to pay all expenses associated with rekeying/reprogramming the facility.

I shall notify the County immediately if a key/entry card is lost, stolen, or damaged.

I agree to return the borrowed keys/entry cards to the County of El Dorado if requested, prior to the termination of Agreement 6410, or upon the last effective date of said Agreement and understand/acknowledge that failure to do so will result in MAXIMUS Human Services being assessed all costs associated with replacing, rekeying, and reprogramming the borrowed keys/entry cards or the facility.

By signing this agreement, I acknowledge that I have read and understand this **Acceptance of Liability for Borrowed Keys/Entry Cards** and agree to the terms set forth herein.

Print First and Last Name: Ashleigh Johnson

Signature: 

Date: 03/06/2023

**MAXIMUS, Inc. HDAP SSI Advocacy**

**Exhibit H**

**California Levine Act Statement**

**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 receives any political contributions totaling more than two hundred and fifty dollars (\$250) 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 disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant'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 contributions of more than \$250 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 of more than \$250 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.

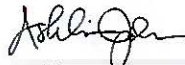
Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

03/06/2023

Date

MAXIMUS - ENTERPRISE

Type or write name of company



Signature of authorized individual

Ashleigh K. Johnson

Type or write name of authorized individual