

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

schedule to be mutually agreed upon) with HHSA, and make personnel providing the services identified herein available to serve at 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 children, youth, non-minor dependents or wards, and adults 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 A, marked “form SSP-14”, incorporated herein and made by reference a part hereof.
- 4) Provide support options to facilitate completion of SSI/SSP applications with input from the care provider, 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) Contractor will also be responsible to:
- 9) Process all payee changes in a timely manner;

- 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

youth in care at age sixteen (16) years and six (6) months for SSI/SSP eligibility per State mandates under Assembly Bill 1331. Contractor will process and complete applications on behalf of this population.

- 4) Create and maintain a system in conjunction with the County to annually rescreen eligibility for SSI.
- 5) Maintain and further develop a system in conjunction with the County to manage eligibility for SSI benefits during periods of SSA suspense until court dismissal.
- 6) Document processes and assist with the development and maintenance of written guidelines and HHS policies and procedures.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) Monitor SSA dedicated and maintenance accounts for all Clients receiving SSA administered benefits or in suspense, and assist the County, care providers, and non-minor dependents with tracking and notifications to identify eligible SSA items to expend funds on ensuring that balances remain below SSA requirements.
- 12) 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 SSA regional or district offices, or on general Social Security issues.
- 13) Facilitate and attend (as required) regular meetings with the County to validate and communicate progress, reconcile SSI/SSP application filings and approvals, and 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 the creation and distribution of agendas for meetings.
- 14) 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.
- 15) 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.
- 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.

- 5) One hundred percent (100%) of youth seventeen (17) years of age or older, who are receiving SSI, will have no lapse in SSI eligibility when adult SSI is available.
- 6) 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.

D. County Responsibilities: County will:

- 1) provide Contractor staff with one (1) each of the following: building security access fob, shared pod, or desk, and locking filing cabinet at both the West Slope and South Lake Tahoe CWS locations.
- 2) provide a computer in each pod or desk for Contractor staff to use in accessing the internet, as necessary and required in the performance of the duties described herein.
- 3) provide telephone equipment, with voicemail, at each designated pod or desk to be used in the course of business in support of Clients.
- 4) provide Contractor staff with access to a copy and fax machine, staff restrooms, and break rooms.
- 5) make available adequate office space that protects both Contractor staff and Client confidentiality.
- 6) provide janitorial services for the office space assigned to said Contractor staff.
- 7) 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 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.
- 9) Require the Contractor staff to sign the Health and Human Services Agency Confidentiality Statement attached hereto as Exhibit B, marked “Health and Human Services Confidentiality Statement” incorporated herein and made by reference a part hereof.
- 10) Require Contractor staff to execute Exhibit C, marked “El Dorado County Computer and Network Policies Agreement” incorporated herein and made by reference a part hereof, and follow “County of El Dorado General Network Usage and Procedure Guidelines,” located at <https://www.edcgov.us/Government/IT/Documents/General-Network-Use-Access-Procedures.pdf>, and Exhibit D, marked “CWS/CMS (or subsequent replacement system) Access Agreement” attached hereto and incorporated by reference herein.
 - a) Retain originals of referenced exhibits signed by Contractor staff.
 - b) make signed originals available upon request.
 - c) Ensure appropriate Access Agreements are maintained if updated for subsequent replacement systems.

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:

| Position Title | January 1, 2023 – December 31, 2023 Hourly Rate | January 1, 2024 – December 31, 2024 Hourly Rate | January 1, 2025 – December 31, 2025 Hourly Rate | January 1, 2026 – December 31, 2026 Hourly Rate |
|-----------------------------------|--|--|--|--|
| SSI Eligibility Specialist | \$78.29 | \$80.64 | \$83.06 | \$85.55 |
| SSI Project Manager | \$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:

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

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.”

ARTICLE IV

Maximum Obligation: The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$275,000.

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 sixty (60) days of receipt, complete and return the survey along with all documentation, details, and supporting materials required by the survey or otherwise necessary for the County to verify compliance with the terms and conditions of the Agreement. Failure to return the survey within the specified time period may result in the withholding of payment from the Contractor until such time as compliance with the terms of the Agreement can be verified. Verifying compliance may necessitate additional on-site reviews should information submitted by the Contractor be deemed insufficient or inaccurate.
- C. All files, records, documents, sites, and personnel are subject to review by representatives from County, State or Federal government.
- D. Upon notification of an exception or finding of non-compliance, the Contractor shall submit evidence of Corrective Action within thirty (30) days, or as otherwise specified in the notice of required corrective action provided by the County. Continued non-compliance beyond due date for submission of Corrective Action may lead to termination of this Agreement in accordance with the Article titled "Default, Termination, and Cancellation."
- E. Failure by County to notify or require Corrective Action does not constitute acceptance of the practice of waiver of the County's right to enforce.

ARTICLE 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, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 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, the California Family Rights Act (Government Code Section 12945.2), the Unruh Civil Rights Act (California Civil Code, Division I, Part 2, Section 51, et seq), the Ralph Civil

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.

ARTICLE XI

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 XII

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

ARTICLE XIII

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 XIV

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 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

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 XVII

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.
 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. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of the Article titled "Conflict of Interest."
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. 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.

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

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."

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 XX

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.

ARTICLE XXI

Insurance: Contractor shall provide an ACORD form Certificate of Insurance reasonably satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation Insurance covering all employees of Contractor as required by law in the State of California including Employers Liability with a limit of \$1,000,000.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- 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, 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 per occurrence.
- E. Contractor shall furnish a certificate of insurance reasonably satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company reasonably acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide within ten (10) days of 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 reasonable approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. 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,

whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXIII

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 XXIV

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 G, 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 XXV

California Residency (Form 590): If Contractor is a California resident, Contractors must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Contractor will be required to

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

signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXII

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 XXXIII

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 XXXIV

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 XXXV

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. **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.

- C. **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.
- D. **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.

- E. **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.

- 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

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.

J. **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 he or she would have supervisory or disciplinary power over a minor or any person under his or her 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.

K. **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.

- 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.

Requesting Contract Administrator Concurrence:

By: 
Leslie Griffith (May 2, 2023 11:40 PDT)
Leslie Griffith, MSW
Assistant Director, Protective Services
Health and Human Services Agency

Dated: 05/02/2023

Requesting Department Head Concurrence:

By: 
Olivia Byron-Cooper (May 2, 2023 11:53 PDT)
Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: 05/02/2023

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: *Jennifer Galletta*
Jennifer Galletta
Counsel
"Contractor"

Dated: 05/05/2023

AUTHORIZATION FOR REIMBURSEMENT OF INTERIM ASSISTANCE INITIAL CLAIM OR POSTELIGIBILITY CASE

| | | |
|------------------|-----------|------------------------|
| NAME | | SOCIAL SECURITY NUMBER |
| ADDRESS | CITY/TOWN | ZIP CODE |
| COUNTY IA AGENCY | | GR CODE |

For the purpose of this Authorization Form:

The term "State" means the California county interim assistance (IA) agency (s) that the California Department of Social Services has an interim assistance reimbursement agreement with and that paid you public assistance.

The term "SSI/SSP benefits" means "Supplemental Security Income/State Supplementary Payment" benefits under Title XVI of the Social Security Act.

What actions am I authorizing when I sign this authorization and I check the "Initial Claim Only" block?

Initial Claim Only

You are authorizing the Commissioner of the Social Security Administration (SSA) to reimburse the State for some or all of the money the State gives you while SSA decides if you are eligible to receive SSI/SSP benefits. If you become eligible, SSA pays the State from the retroactive SSI/SSP benefits due you. The reimbursement covers the time from the first month you are eligible to receive SSI/SSP benefits through the first month your monthly SSI/SSP benefit begins.

If the State cannot stop the last payment made to you, SSA can reimburse the State for this additional payment amount.

What actions am I authorizing when I sign this authorization and I check the "Posteligibility Case Only" block?

Posteligibility Case Only

You are authorizing the Commissioner of the Social Security Administration (SSA) to reimburse the State for some or all of the money the State gives you while SSA decides if your SSI/SSP benefits can be reinstated after being terminated or suspended. If your SSI/SSP benefits resume, SSA pays the State from the retroactive SSI/SSP benefits due you. The reimbursement covers the time from the day of the month the reinstatement is effective through the first month your monthly SSI/SSP benefit resumes.

If the State cannot stop the last payment made to you, SSA can reimburse the State for this additional payment amount.

How can the State use this form when blocks for initial claims and posteligibility cases are part of the form?

The State can use this form for one case situation at a time, either an initial claim or a posteligibility case. If both blocks are checked the form is not valid. You and the State must sign and date a new form with only one block checked.

What kind of State payment qualifies for reimbursement by SSA?

SSA can reimburse a State for a payment that is paid only from State or local funds. The State cannot be reimbursed for payments made wholly or partially from Federal funds.

How does SSA determine how much of my SSI/SSP money to pay the State?

SSA decides the amount of payment based on two considerations. First, SSA looks at the amount of money claimed by the State, and second, SSA looks at the amount of your retroactive SSI/SSP money available to pay the State. SSA can reimburse the State for a payment made in a month only when you receive a State payment and an SSI/SSP payment for the same month. SSA will not pay the State more money than you have for the SSI/SSP retroactive period.

How long is this authorization effective for the State and me if I checked the "Initial Claims Only" block?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MAXIMUS US Services, Inc.
Exhibit B
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

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.

MAXIMUS US Services, Inc.
Exhibit D
CWS/CMS Access Agreement

Requestor Name (please print): _____

Date: _____

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

User Responsibilities:

1. Only authorized personnel may access CWS/CMS, Safe Measures, and/or SDM.
2. Access to CWS/CMS, Safe Measures, and/or SDM is to be used for work-related activities only. Users must not use CWS/CMS, 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 in settings where confidential CPS 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 Protective Services (CPS) 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 CPS 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, user agrees to be bound by this Agreement and to use the services in compliance with this Agreement.

Signature

Date Signed

**County of El Dorado Health and Human Services Agency
 BILLING INVOICE**

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

| | |
|---------------------------------|-----------------|
| Contract #: | 4548 |
| Program Description: | |
| EDC HHS 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 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | Subtotal: | | | 0 |
| | Tax: | | | |
| | Please Pay this Amount: | | | 0 |

Invoice Backup

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.

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

MAXIMUS US Services, Inc.
Exhibit F
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: 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
"HHSA Representative"

Dated: 05/02/2023

MAXIMUS US Services, Inc.
Exhibit G
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.

05/05/2023

Date

Maximus US Services, Inc.

Type or write name of company

Jennifer Galletta

Signature of authorized individual

Jennifer Galletta

Type or write name of authorized individual