

COUNTY OF MONTEREY
Amendment No. 1 to Agreement No. 5010-514
Maximus U.S. Services, Inc.

THIS AMENDMENT No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Maximus U.S. Services, Inc. (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement for the provision of SSI and SSDI (Supplemental Security Income and Security Disability Income) application, advocacy and ongoing case management services for a term of July 1, 2025 through June 30, 2026 with a total contract amount of \$81,300 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the agreement via Amendment No. 1 by **adding \$162,600** and **extending** the term through **June 30, 2028** for a **new contract total of \$243,900**.

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION"** is hereby amended as follows:
"The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement."
2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows:
"County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **\$243,900**."
3. **Section 3.0, Paragraph titled "TERM OF AGREEMENT"** is hereby amended as follows:
"The term of this Agreement is from July 1, 2026 to **June 30, 2028**, unless sooner terminated pursuant to the terms of this Agreement."
4. **Exhibit AA** replaces Exhibit A and reflects the revised scope of work and the **additional** amount of **\$162,600** and **new contract** total of **\$243,900**, and extension of the agreement, through **June 30, 2028**.
5. **Exhibit BB** replaces Exhibit B and references the new **Exhibit AA, Exhibit C-1, Exhibit C-2,, Exhibit D-1 and Exhibit D-2**
6. **Exhibit C-1** is the **new FY 2026-27** Budget and reflects the **additional \$81,300** for the fiscal year.
7. **Exhibit C-2** is the **new FY 2027-28** Budget and reflects the **additional \$81,300** for the fiscal year.

8. **Exhibit D-1** is the **new FY 2026-27 Invoice and** reflects the **additional \$81,300** for the fiscal year.
9. **Exhibit D-2** is the **new FY 2027-28 Invoice** and reflects the **additional \$81,300** for the fiscal year.
10. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
11. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

[signature page follows]

IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

CONTRACTOR:

By: _____
DSS Director or Designee

Signed by:
By: Sarah Galloway
5C237D1487B448D...
(Chair, President, Vice-President)

Date: _____

Sarah Galloway, AGC

(Print Name & Title)

Approved as to Form

Date: 6/1/2026 | 8:00 AM PDT

DocuSigned by:
By: Anne Brenton
A46091E5DE63489...
Deputy County Counsel

Signed by:
By: Jasmine Spence
A981ADBBDE141B...
(Secretary, CFO, Treasurer)

Date: 6/1/2026 | 2:17 PM PDT

Jasmine Spence, Principal Counsel

(Print Name and Title)

Approved as to Fiscal Provisions

Date: 6/1/2026 | 8:07 AM PDT

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Auditor Controller's Office

Date: 6/2/2026 | 8:32 AM PDT

SCOPE OF SERVICES/PAYMENT PROVISIONS

**MAXIMUS U.S. SERVICES
SSI/SSP/RSDI ADVOCACY & CASE MANAGEMENT**

- A. TOTAL FUNDING:** \$243,900 FCS
- B. CONTRACT TERM:** July 1, 2026 – **June 30, 2028**
- C. CONTACT INFORMATION:**
- County Contract Monitor: County of Monterey Department of Social Services
Patricia L. Hernandez, J.D., Management Analyst
1000 S. Main Street, Suite 206 Salinas, CA 93901
Phone: (831) 759-6768
hernandezpl@countyofmonterey.gov
- Contractor Information: Edward Mirza
Benefits & Eligibility Assessment Svcs. Program Manager
Phone: (415) 557-5942
edwardmirza@maximus.com
- Location of Services: N/A – services are rendered remotely
- D. CONTRACT AWARD INFORMATION**
- CONTRACTOR UEI Number: D5KMA1NDK8F7
Date County Awarded Funding: N/A
ALN and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: N/A
- E. DESCRIPTION OF SERVICES:**
- The CONTRACTOR will provide regular screenings of all dependents of the County Child Welfare Agency for potential Supplemental Security Income (SSI), State Supplementary Payments (SSP), and Retirement, Survivor, and Disability Insurance (RSDI) administered through the Social Security Administration (SSA). For those dependents CONTRACTOR finds to be potential eligible to these benefits, CONTRACTOR shall apply for benefits on behalf of the minor and appeal any denials or negative actions. Once approved, the CONTRACTOR provides case management of the benefits, including coordination with the Community Benefits and Fiscal teams to ensure benefits continue without break in service.
- E.1 **Target Population:** the target population of the above-listed services includes children, youth, non-minor dependents in foster care placement's under the county's juvenile court jurisdiction.
- F. CONTRACTOR RESPONSIBILITIES**
- In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:
- F.1 Provide staff to review existing children, youth, and non-minor dependents open to child welfare, (herein referred to as "Clients") hard copy and electronic files and reports to

SCOPE OF SERVICES/PAYMENT PROVISIONS

- identify those Clients that may be eligible to receive Supplemental Security Income (SSI)/ State Supplementary Payment (SSP) administered by the Social Security Administration (SSA).
- F.2 CONTRACTOR will make contact with Adult Clients (non-minor dependents) within 14 business days.
- F.3 Create and maintain several options for referrals, with the capacity to provide reports and tracking of applications, approvals, appeals, denials, and reassessments for eligibility.
- F.4 Coordinate and complete the application process on behalf of Clients deemed potentially eligible based upon the screening process for SSI/Retirement, Survivor, and Disability Insurance (RSDI) 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/RSDI 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 Monterey County from the Clients' retroactive SSI/RSDI payments once approved or reinstated. CONTRACTOR will assist COUNTY in recouping these retroactive benefits, whenever warranted, by completing form SSP-14.
- F.5 Provide support options to facilitate completion of SSI/RSDI 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.
- F.6 Collect and copy information and documentation needed to support SSI/RSDI applications and reassessments, coordinate data collection with care providers, probation officers, MCDSS staff, or outside providers as necessary.
- F.7 Track medical appointments related to SSI/RSDI applications as follows:
- F.8 Bulleted description of responsibilities
- F.8.1 Call and mail, or email Clients, care providers, and MCDSS staff to remind them of appointments.
- F.8.2 Assist care provider, MCDSS staff, and Clients to reschedule appointments timely and within SSA regulations.
- F.9 Ensure that all clients maintain SSI eligibility and are not discontinued as deemed appropriate, in conjunction with the COUNTY review:
- F.10 CONTRACTOR will also be responsible to:
- F.10.1 Process all payee changes in a timely manner;
- F.10.2 Provide placement updates;
- F.10.3 Resolve medical and non-medical redeterminations;
- F.10.4 Provide fiscal management of benefit funds, including Trust Funds/Spend Down accounts and overpayment waivers;
- F.10.5 Monitor and maintain eligibility for N01 suspended accounts;
- F.10.6 Process Retirement and Survivors Disability Insurance Title II claims;
- F.10.7 Train MCDSS staff;
- F.10.8 Keep records for audit purposes.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.11 Maintain records on each client referred relative to the application, benefit maintenance, and/or appeals process for SSI/SSP/RSDI benefits and make the files available to the COUNTY upon request. CONTRACTOR shall not have any proprietary interest in the records maintained and, upon COUNTY request:
- F.11.1 All records maintained by CONTRACTOR for COUNTY shall be turned over to the COUNTY upon completion or termination of services;
 - F.11.2 CONTRACTOR shall maintain Client confidentiality in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), privacy and security rules, and CWS regulations.
- F.12 Provide direction and pursue appropriate appeals and submit necessary documentation on all SSA benefits overpayments and underpayments.
- F.13 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.
- F.14 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.
- F.15 Review all denied cases, in conjunction with the COUNTY, and:
- F.15.1 Pursue all appropriate appeals, including preparing and filing required information and presenting materials to SSA;
 - F.15.2 Provide SSA information and documentation for all reconsideration meetings;
 - F.15.3 Attend all reconsideration meetings and hearings, whether formal or informal.
- F.16 Provide recommendations to COUNTY on all cases requiring additional examination and testing.
- F.17 Research and problem-solve, including through direct contact with SSA, to resolve underpayment or overpayments of SSI benefits.
- F.18 Coordinate with MCDSS staff in recommending appropriate actions to ensure accurate benefits.
- F.19 With the assistance of the COUNTY, provide a clear accounting of net benefits of SSA administered awards and applications. This includes providing a financial impact report based on availability of SSA and foster care funding monthly and by case.
- F.20 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.
- F.21 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.
- F.22 Facilitate and attend (as required) regular meetings with the COUNTY to validate progress, communication, reconcile SSI/RSDI application filings and approvals, discuss and plan for emerging SSI/RSDI changes and COUNTY needs. CONTRACTOR shall coordinate, facilitate, and take minutes for project meetings as needed a minimum of two (2) times per year. This includes creation and distribution of agenda for meetings.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.23 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.
- F.24 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.
- F.25 Enter disability and applications data directly into CWS/CMS, and California Statewide Automated Welfare System (CalSAWS), or subsequent replacement systems.

G. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows. The COUNTY shall:

- G.1 Provide CONTRACTOR staff with one (1) each of the following: building security access fob, pod, or desk, COUNTY email address, locking filing cabinet at the Salinas location.
- G.2 Provide a computer in each pod or desk for CONTRACTOR staff to use in accessing the internet, as necessary and required in performance of the duties described herein.
- G.3 COUNTY will provide telephone equipment, with voicemail, at each designated pod or desk to be used in the course of business in support of Clients.
- G.4 COUNTY shall provide CONTRACTOR staff with access to a copy and fax machine, staff restrooms, and break rooms.
- G.5 COUNTY shall make available adequate office space that protects both CONTRACTOR staff and Client confidentiality.
- G.6 COUNTY shall provide janitorial services for the office space assigned to said CONTRACTOR staff.
- G.7 COUNTY shall provide CONTRACTOR staff with an annual list of holidays observed by COUNTY.
- G.8 Provide CONTRACTOR staff with assistance to the extent reasonable and appropriate, with special processing circumstances, including language differences and access to relevant client information. COUNTY agrees to make either a qualified interpreter or access to qualified interpreter via telephone translation services available for interpreter services, at COUNTY expense. A “qualified interpreter” is defined as an interpreter who is able to interpret effectively, accurately, and impartially both receptively and expressively, using any necessary specialized vocabulary.
- G.9 Work with the CONTRACTOR to design, implement, train, coordinate, prioritize, and maintain a system of application reviews.
- G.10 Maintain and further develop a system in conjunction with the CONTRACTOR 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.
- G.11 Maintain and further develop a system in conjunction with the CONTRACTOR to screen all youth in care at age sixteen (16) years for SSI/RSDI eligibility per State mandates under ACL 23-28. CONTRACTOR will process and complete applications on behalf of this population.
- G.12 Create and maintain a system in conjunction with the CONTRACTOR to annually rescreen eligibility for SSI.
- G.13 Maintain and further develop a system in conjunction with the CONTRACTOR to manage eligibility for SSI benefits during periods of SSA suspense until court dismissal.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- G.14 Document processes and assist with the development and maintenance of written guidelines and COUNTY policies and procedures.
- G.15 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, provide COUNTY with SSA funding documentation on a case-by-case basis. Create regular reports detailing SSA funding and coordinate with the COUNTY financial implications of applying for all potential SSA benefits.
- G.16 In conjunction with the CONTRACTOR, 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.
- G.17 In conjunction with the CONTRACTOR, 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.
- G.18 Work with CONTRACTOR to conduct a full system review one (1) time per year to ensure optimal alignment, accuracy, and efficiency, and provide a written report and analysis detailing strengths and weaknesses and make recommendations for improvements. In addition, CONTRACTOR will periodically perform ad hoc system reviews to ensure the COUNTY is maintaining high quality standards and make procedural or policy recommendations to enhance outcomes.

H. SERVICE OBJECTIVES:

CONTRACTOR agrees to the following service objectives:

- H.1 One hundred percent (100%) of CWS Clients will be screened for potential eligibility within thirty (30) days of referral.
- H.2 Seventy-five percent (75%) of potentially eligible Clients will have applications completed and submitted to SSA within ninety (90) days of the referral date. The remaining twenty-five (25%) of potentially eligible Clients will have applications completed and submitted to SSA within one-hundred and twenty (120) days of the referral date.
- H.3 A minimum of two (2) trainings to COUNTY staff will be designed and delivered each contract year.
- H.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.
- H.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.
- H.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.
- H.7 One-hundred percent (100%) of all youth age sixteen (16) years, or older, shall be screened annually for Title XVI disability benefits per All COUNTY Letter 23-28.

SCOPE OF SERVICES/PAYMENT PROVISIONS

I. OUTCOME OBJECTIVES:

CONTRACTOR will meet the following outcome objectives:

- I.1 MCDSS personnel will monitor the CONTRACTOR to achieve a ninety percent (90%) data match between CWS/CMS and CONTRACTOR data collection systems.
- I.2 Based on an annual audit to be conducted by MCDSS, the CONTRACTOR will maintain an approval rating of no less that sixty-five percent (65%) of all initial applications and appeals submitted to SSA for consideration.
- I.3 One-hundred percent (100%) of cases eligible for SSI in suspended status will have their SSI eligibility maintained until court dismissal.
- I.4 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, unless found to be no longer disabled under the Adult standards of Disability by SSA.
- I.5 CONTRACTOR will maintain a staff approval rating of no less than seven (7) on a scale of one (1) through ten (10); ten (10) being the highest/best rating possible from an annual survey of MCDSS staff conducted regarding CONTRACTOR performance.

J. PAYMENT PROVISIONS:

J.1 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit BB, DSS Additional Provisions**, Section 1, PAYMENT BY COUNTY.

J.2 Total cost of this program is *two hundred forty-three thousand, nine hundred dollars (\$243,900)*

J.2.1 CONTRACTOR shall submit an invoice using the invoice template included as **Exhibit D, Exhibit D-1 and Exhibit D-2**, by the 10th of each month for services rendered in the month prior.

J.2.2 CONTRACTOR will be compensated on an hourly basis for staff assigned to perform the services outline in this agreement.

J.2.3 The hours to be compensated for this agreement shall not exceed **2849** total hours for all staff. Rates and hours by staff person are outlined below:

Position	Hr. Rate FY 2025-26	Total Hours FY 2025-26	FY 2025-26 Total
SSI Eligibility Specialist	\$80.61	932	\$75,129
SSI Project Manager	\$134.15	46	\$6,171
Grand Total			\$81,300

Position	Hr. Rate FY 2026-27	Total Hours FY 2026-27	FY 2026-27 Total
SSI Eligibility Specialist	\$83.03	905	\$75,129
SSI Project Manager	\$138.17	45	\$6,171
Grand Total			\$81,300

Position	Hr. Rate FY 2027-28	Total Hours FY 2027-28	FY 2027-28 Total
SSI Eligibility Specialist	\$85.52	878	\$75,129
SSI Project Manager	\$142.31	43	\$6,171

SCOPE OF SERVICES/PAYMENT PROVISIONS

Grand Total	\$81,300
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- J.3 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed *two hundred thousand forty-three thousand, nine hundred dollars (\$243,900.00)* as outlined in the budget included as **Exhibit C, Exhibit C-1** and **Exhibit C-2**.
- J.4 Invoices shall be submitted electronically to the COUNTY contract monitor listed in **Section C** of this agreement.

(End of Exhibit AA)

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D, Exhibit D-1 and Exhibit D-2.**

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th.** **If the Final Invoice is not received by COUNTY by close of business on July 10th.** **CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C, Exhibit C-1 and Exhibit C-2.** Only the costs listed in **Exhibit C, Exhibit C-1 and Exhibit C-2** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C, Exhibit C-1 and Exhibit C-2,** must follow the Monterey County Auditor/Controller's Travel Policy <https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures> and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at <https://www.irs.gov/tax-professionals/standard-mileage-rates>.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

EXHIBIT BB

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Edward Mirza** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

EXHIBIT BB

fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

- b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**County of Monterey/
Maximus U.S. Services, Inc.
SSI/RSDI Advocacy Services**

Program Budget: July 1, 2026 - June 30, 2027

Name of Agency: Maximus U.S. Services

Position	Hourly Rate	Total Hours	Total
SSI Eligibility Specialist	\$ 83.03	905	\$ 75,129.00
SSI Project Manager	\$ 138.17	45	\$ 6,171.00
TOTAL BUDGET			\$ 81,300.00

The maximum amount payable by County to CONTRACTOR through this agreement shall not exceed two hundred forty-three thousand, nine hundred dollars (\$243,900)

**County of Monterey/
Maximus U.S. Services, Inc.
SSI/RSDI Advocacy Services**

Program Budget: July 1, 2027- June 30, 2028

Name of Agency: Maximus U.S. Services

Position	Hourly Rate	Total Hours	Total
SSI Eligibility Specialist	\$ 85.52	878	\$ 75,129.00
SSI Project Manager	\$ 142.31	43	\$ 6,171.00
TOTAL BUDGET			\$ 81,300.00

The maximum amount payable by County to CONTRACTOR through this agreement shall not exceed two hundred forty-three thousand, nine hundred dollars (\$243,900)

**County of Monterey/
Maximus U.S. Services, Inc.
SSI/RSDI Advocacy Services**

**Monthly Report Expenditures
07/01/2026-06/30/2027**

Invoice Number: _____

Name Of Agency: Maximus U.S. Services

Service Month: _____

CATEGORY	MONTHLY HOURS	MONTHLY EXPENSE	YTD EXPENSE	BALANCE OF HOURS	BALANCE CONTRACT FUNDS
Positions and Salaries					
SSI Eligibility Specialist @ \$83.03/hr				905	75,129.00
SSI Project Manager @ \$138.17/hr				45	6,171.00
TOTAL				950	81,300.00

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing form: _____

Authorized signature _____ Title _____

Date _____

Phone no.: () _____

DSS approval: _____

Date: _____

Remit To: Maximus U.S. Services
PO Box 791188
Baltimore, MD 21279

**County of Monterey/
Maximus U.S. Services, Inc.
SSI/RSDI Advocacy Services**

**Monthly Report Expenditures
07/01/2027-06/30/2028**

Invoice Number: _____

Name Of Agency: Maximus U.S. Services

Service Month: _____

CATEGORY	MONTHLY HOURS	MONTHLY EXPENSE	YTD EXPENSE	BALANCE OF HOURS	BALANCE CONTRACT FUNDS
Positions and Salaries					
SSI Eligibility Specialist @ \$85.52/hr				878	75,129.00
SSI Project Manager @ \$142.31/hr				43	6,171.00
TOTAL				921	81,300.00

I hereby certify that this report is correct and complete to the best of my knowledge.

Person completing form: _____

Authorized signature _____ Title _____

Date _____ Phone no.: () _____

DSS approval: _____ Date: _____

Remit To: Maximus U.S. Services
PO Box 791188
Baltimore, MD 21279