



**SAN FRANCISCO
HUMAN SERVICES AGENCY**

Department of Benefits
and Family Support

Department of Disability
and Aging Services

Office of Early Care
and Education

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London Breed
Mayor

Trent Rhorer
Executive Director

MEMORANDUM

TO:	HUMAN SERVICES COMMISSION				
THROUGH:	TRENT RHORER, EXECUTIVE DIRECTOR				
FROM:	JOAN MILLER, DEPUTY DIRECTOR ESPERANZA ZAPIEN, DIRECTOR OF CONTRACTS				
DATE:	MARCH 18, 2022				
SUBJECT:	CONTRACT MODIFICATION: MAXIMUS HUMAN SERVICES, INC. (FOR-PROFIT) TO PROVIDE SUPPLEMENTAL SECURITY INCOME (SSI) SCREENING, APPLICATION ASSISTANCE, SSI BENEFIT MAINTENANCE/RETENTION and SSI DATA MANAGEMENT				
	<u>Current</u>	<u>Modification</u>	<u>Revised</u>	<u>Contingency</u>	<u>Total</u>
TERM:	7/01/19- 6/30/22	07/01/22- 6/30/24	7/01/19- 6/30/24		
AMOUNTS:	\$460,361	\$342,710	\$803,071	\$80,307	\$883,378
ANNUAL AMOUNT:	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>		
	\$155,769	\$169,659	\$173,051		
Funding Source FUNDING:	<u>County</u>	<u>State</u>	<u>Federal</u>	<u>Contingency</u>	<u>Total</u>
	\$546,088	\$120,461	\$136,522	\$80,307	\$883,378
PERCENTAGE:	68%	15%	17%		100%

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The Department of Benefits and Family Support (BFS) requests authorization to modify the existing contract with Maximus Human Services, Inc for the period of 7/1/22 to 6/30/24, in the additional amount of \$342,710 plus a 10% contingency for a revised total amount not to exceed \$883,378. The purpose of this modification is to continue to provide screening, tracking, processing and completion of applications and periodic

reassessment or re-determination required for benefits including Supplemental Security Income (SSI), Social Security Administration/Retirement, Survivor, & Disability (SSA/RSDI), and Veterans benefits.

Background

In November of 2007, AB 1331 was signed into law that mandates that counties provide screening, application and reassessments to all children in foster care aged 16.5 and older. San Francisco Family and Children's Services Division is committed to ensuring that all foster children and youth in its custody are screened for and receive all Federal or State benefits that they are entitled to, including: Supplemental Security Income (SSI), Social Security Administration/Retirement, Survivor, & Disability Insurance (RSDI), and Veterans Benefits.

In an average year, Maximus screens over 500 cases. FCS is currently managing SSI benefits for 67 youth, with 34 more applicants maintaining their eligibility, for a total of 101 SSI accounts. HSA applies the SSI to placement costs in the majority of situations or gives directly to the caregiver. Any funds beyond that are placed in a spend down account which the caretaker can use for any medical, educational or personal needs for the child.

Services to be Provided

Services provided by the Contractor will continue to include:

1. Implementing and operating a benefit screening process for SSI/SSA, RSDI & VA benefits and prioritize fast track cases including youth 16.5 and older
2. Implementing and operating a benefit referral and review process for SSI/SSA, RSDI & VA benefits and prioritize fast track cases
3. Completing the required decision making process and evaluating federal foster care cases for financial developments
4. Coordinating assessment requirements with County staff
5. Coordinating activities with impacted county departments such as CAAP
6. Case documentation and tracking services:
 - a. Tracking SSI/SSA, RSDI & VA application
 - b. Tracking all appeals and reconsiderations
 - c. Tracking SSI benefits annual re-screenings

7. Reviewing denied cases and pursue appropriate appeals
8. Providing subject matter expertise and support
9. Monitoring all emerging Social Security and Veteran's benefit regulations and policies and advising County of changes that impact the current caseload.

For additional detail regarding specific services to be provided by the Contractor, please refer to Appendix A-1 (attached).

Location and Time of Services

Contractor will be available Monday through Friday between the hours of 8am and 5pm PST to provide consultation or confirmation related to HSA's SSI screening, application, benefit maintenance/retention, or SSI data management program at any San Francisco HSA office.

Maximus staff will be available, as necessary, to meet care provider or non-minor dependent (NMD), via electronic video or at his/her place of residence within San Francisco city limits, at the Contractor's agency office site, or at an agreed upon community site when one-on-one assistance is required to complete any forms or portions of the SSI application process.

Selection

Contractor was selected through Request for Proposals (RFP 825), which was competitively bid in February 2019.

Funding

The funding to support the contract is provided by County, State and Federal funds.

ATTACHMENTS

Appendix A-1 – Services to be Provided

Appendix B-1 – Calculation of Charges

Appendix A – Services to be Provided
Maximus Human Services, Inc.
SSI Screening, Application Assistance, SSI Benefit Maintenance/Retention,
and SSI Data Management
July 1, 2019 – June 30, 2024
Updated April 1, 2022

I. Purpose of Contract

The purpose of this contract is to provide screening, assistance with the completion and processing of applications, application tracking, training, leadership with SSA collaboration and policy/regulatory coordination, data management solutions, reporting, support for maintenance and re-screening, emerging SSA practices consultation, and support to retain linkage to SSI eligibility and SSA benefit administration.

San Francisco Family and Children’s Services Division is committed to ensuring that all children, youth, and non-minor dependents or wards in foster care under court jurisdiction by the City/County of San Francisco are screened for and receive all Federal or State benefits that they are entitled to. In addition, upon exiting care, it is the intention of the agency to ensure that children, youth, or non-minor dependents or wards maintain a connection and continuation of those benefits.

II. Definitions

Contractor	Maximus Human Services, Inc
HSA	Human Services Agency of the City and County of San Francisco
SSI	Social Security Income
SSA	Social Security Administration
RSDI	Retirement and Survivors Disability Insurance
NMD	Non-Minor Dependents
CAAP	County Adult Assistance Program
FCE	Family and Children’s Services Foster Care Eligibility Unit
IT	Information Technology
FC	Foster Care
SCP	Substitute Care Provider

III. Target Population

Children, youth, and non-minor dependents or wards in foster care placements under the City/County of San Francisco's juvenile court jurisdiction.

IV. Description of Services

There are approximately 836 children, youth, and non-minor dependents and wards in foster care placements under the City/County of San Francisco juvenile court jurisdiction. The contractor will be working with a combination of child welfare dependents and probation wards and be involved with a universe of current, pending, and newly eligible SSA/SSI recipients and cases.

Under this Agreement, the Contractor will:

A. SSA Benefits, Screening and Coordination

1. Provide on-site staff daily, Monday through Friday, during regular business hours, to review and children, youth, and non-minor dependents or wards hard copy and electronic files and reports, drawn from their child welfare or juvenile probation case files, to identify those that may be eligible to receive SSA/SSI benefits.
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 children, youth, and non-minor dependents and wards deemed potentially eligible based upon the screening process for SSA/SSI benefits.
4. Provide support options to facilitate completion of SSA/SSI applications with input from the care provider, FCS personnel, or NMD in instances where the substitute RFP 825 SSI assistance 5 of 22 February 2019 care provider or NMD is unable to complete forms or portions of the applications him or herself. Assistance shall include in-person, electronic, and telephone assistance options.
5. Collect and copy information and documentation needed to support SSA/SSI applications and reassessments. Coordinate data collection with care providers, Protective Services Workers, Probation Officers, and/or other staff, including outside providers as necessary.
6. Track medical appointments related to the SSA/SSI application: call and mail/email clients and care providers, PSWs to remind them of appointments and ensure attendance. If necessary, the Contractor will assist the care provider, PSWs and NMD to help ensure that appointments are rescheduled timely and within SSA regulations.
7. Ensure that all youth maintain SSI eligibility and are not discontinued, as deemed appropriate in conjunction with county review.
8. Process all payee changes in a timely manner.

9. Maintain records on each child, youth, and non-minor dependent referred relative to the application, benefit maintenance, and/or appeals process for SSA/SSI benefits and make these files fully available to County staff upon request. Contractor shall not have any proprietary interest in the records maintained and, upon County's request; all records maintained by the Contractor shall be turned over to the County upon completion or termination of services. Contractor must maintain strict confidentiality of client-level information in accordance with applicable Health Insurance Portability and Accountability Act of 1996 (HIPAA) privacy and security rules and Child Welfare Services (CWS) regulations.
10. Provide direction and pursue appropriate appeals and/submit necessary documentation on all SSA benefits overpayments and underpayments.
11. Provide appropriate legal support at any stage of an application process and or benefit administration, i.e. addressing policies, denials, reconsiderations, hearings, overpayments, underpayments, and etc.
12. Contractor will gather all additional medical or other information requested by the Social Security Administration Payment of exams and testing shall go through the appropriate payees, including State DDS for evaluations and Medi-Cal and retains final spending authority for each case by providing approval of exams if necessary.
13. Review all denied cases, in conjunction with the County, and pursue all appropriate appeals, including preparing and filing required information and presenting materials to Social Security. Provide to the Social Security Administration information and documentation for all reconsideration meetings and attend all reconsideration meetings and hearings, whether formal or informal.
14. Provide recommendations to County on all cases requiring additional examination and testing.
15. Research and problem-solve, including through direct contact with Social Security, to resolve underpayment or overpayments of SSA benefits. Coordinate with Foster Care Eligibility and HSA Accounting in recommending appropriate actions to ensure accurate benefits.

B. County and Systems Coordination and Liaison Services

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 18 who will be entering SSA's adult system or non-minor dependents already over the age of 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 16.5 for SSA/SSI 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 to SSI benefits during periods of SSA suspense until court dismissal
6. Document processes and assist with the development and maintenance of written guidelines and HSA policies/procedures.
7. Based on information received during reviews and screening, evaluate foster care cases for financial implications to the county related to foster care funding and SSA rules. Provide County with Social Security funding documentation on a case by case basis. Create regular reports detailing Social Security funding and coordinate with the County financial implications of applying for all potential Social Security benefits.
8. With the assistance of the Department, 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 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 agency staff on Social Security related matters. This may include site visits and collaborative meetings with Social Security. Consult and problem-solving may include RSDI and SSI benefits and/or any other benefits administered by the Social Security Administration.
10. Provide limited consultation to San Francisco County's CAAP (County Adult Assistance Program) and CalWORKs programs on SSI advocacy, as requested, solely for the purpose of FCE dependents to coordinate services and in the best interest of a child or youth.
11. 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.
12. Monitor SSA dedicated and maintenance accounts for all children, youth, and NMD receiving SSA administered benefits or in suspense and assist the County, care providers, and NMD with tracking and notifications to identify eligible SSA items to expend funds on ensuring that balances remain below SSA requirements.
13. Monitor and research emerging Social Security benefit and related Child Welfare regulations, policies, and procedures, best practices and advising County of any change that impact the current caseload. Contractor shall be available to consult with County on

cases and activities related to the Social Security Administration regional or district offices, or on general Social Security issues.

14. Facilitate and attend (as required) regular meetings with the County to validate progress, communication, reconcile SSA/SSI application filings and approvals, discuss and plan for emerging SSA/SSI changes and County needs. Coordinate, facilitate and take minutes for project meetings as needed a minimum of twice per year. This includes creation and distribution of agenda for meetings.

15. Coordinate monthly submission meetings with SSA and FCE Program Manager. Provide a detailed list of applicants and SSA forms requiring a wet signature from an FCE dedicated agency representative.

16. Design, coordinate, and deliver training to FCS staff. Produce training and informational materials including brochures, flyers, handouts, articles, and others deemed appropriate on as needed basis a minimum of twice a year.

17. Conduct a full system review once per year to ensure optimal alignment, accuracy, and efficiency and provide a written report and analysis detailing strengths and weaknesses and making recommendations for improvements. In addition, periodically perform ad hoc system reviews to ensure the County is maintaining high quality standards and make procedural or policy recommendations to enhance outcomes.

C. **Information Technology**

1. Provide IT tools and/or data maintenance techniques and solutions to assist in the continual improvement in identifying, maintaining and monitoring SSA/SSI benefits.

2. Enter Disability and application data directly into CWS/CMS.

V. Location and Time of Services

Contractor will be available Monday through Friday between the hours of 8am and 5pm PST to provide consultation or confirmation related to HSA's SSI screening, application, benefit maintenance/retention, or SSI data management program.

Contractor will have staff located at 170 Otis Street, San Francisco (HSA's main office) five days a week, 8 hours per day. During this time period, these staff may be required to visit other HSA offices within the city limits to screen cases, obtain documentation, train, and attend meetings. Other HSA addresses include:

3801 3rd Street
3120 Mission Street
25 Van Ness Avenue
225 Valencia Street

Contractor will be available, as necessary, to meet care providers or NMD, at his/her place of residence within San Francisco city limits, at the Contractor's agency office site, or at an agreed upon community site when one-on-one assistance is required to complete any forms or portions of the SSI application process.

VI. Service Objectives

Under this Agreement, the Contractor will meet the following service objectives:

1. 100% of FCE cases will be screened for potential eligibility within 30 days of referral.
2. 75% of potentially eligible cases will have applications completed and submitted to SSA within 90 days of the referral date. The remaining 25% of potentially eligible cases will have applications completed and submitted to SSA within 120 days of the referral date.
3. A minimum of four (4) trainings to Agency Staff will be designed and delivered each contract year.
4. 100% of care providers or non-minor dependents requesting assistance in completing an application will receive that assistance no later than 14 business days from date of request.
5. 100% of SSI CWS/CMS fields, as deemed necessary by the County, will be entered by the Contractor within calendar 14 days of actions or acquiring relevant information. Contractor, in conjunction with the County, will complete a minimum of 4 data matches each year of the contract.
6. 100% of all currently open cases previously reviewed and deemed ineligible through the screening process will be re-screened for potential SSI eligibility within 12 months of the last review date.
7. 100% of all youth age 16.5 to older to be screened annually for Title XVI disability benefits per ACL 08-12.

VII. Outcome Objectives

Under this Agreement, the Contractor will meet the following outcome objectives:

1. Using an FCE provided training survey questions, 90% of participants in training provided by the Contractor will rate the training as effective or useful.
2. An FCE Personnel will monitor the Contractor to achieve a 90% data match between CWS/CMS and Contractor data collection systems.
3. Based on an annual audit to be conducted by HSA, the Contractor will maintain an approval rating of no less than 75% of all initial applications and appeals submitted to the SSA for consideration.
4. 100% cases eligible to SSI but have those benefits in suspense will have their SSI eligibility maintained until court dismissal.
5. 100% of youth 17 or older who are receiving SSI will have no lapse in SSI eligibility when adult SSI is available.

6. Contractor will maintain a staff approval rating of no less than 7 in a scale of 1-10; 10 being the highest/best rating possible from an annual survey of HSA staff conducted by the Department regarding contractor performance.

VIII. Reporting Requirements

- A. Contractor will provide monthly and quarterly reports of activities, referencing the tasks as described in Section IV– Description of Services, VI- Service Objectives and VII – Outcome Objectives Reports are due 15 days after the close of the reporting period.
 - 1. Monthly requests for payment must include task detail outlining services and outcomes attained during the invoice period with case names for whom the service was provided.
 - 2. Award letters must be conveyed to HSA Accounting and Program staff immediately upon receipt of notice for each child awarded SSA benefits.
- B. Contractor will provide an annual report summarizing the contract activities, referencing the tasks as described in Section IV– Description of Services, VI- Service Objectives, and VII - Outcome Objectives. This report will also include accomplishments and challenges encountered by the Contractor. This report is due 15 days after the completion of the program year.
- C. All reports must be entered into the Contracts Administration, Billing and Reporting Online (CARBON) system as well as submitted electronically to the following staff:

Johanna Gendelman, Contracts Manager; Johanna.Gendelman@sfgov.org
Juliet Halverson, Foster Care Eligibility Program Manager, Juliet.Halverson@sfgov.org
Heather Davis, Benefit Control Manager, Heather.Davis@sfgov.org
Vlada Gulchin, Administrative Analyst, Vlada.Gulchin@sfgov.org

IX. Monitoring Activities

- A. Program Monitoring: Program monitoring will include review of client eligibility, and back-up documentation for reporting progress towards meeting service and outcome objectives.
- B. Fiscal Compliance and Contract Monitoring: Fiscal monitoring will include review of the Grantee's organizational budget, the general ledger, quarterly balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring will include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and MOUs, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance.

Appendix B-1 – Calculation of Charges

The term for SSI Screening, Application Assistance, SSI Benefit Maintenance/Retention and SSI Data Management Assistance under this Agreement will begin effective July 1, 2019 and end June 30, 2024.

Maximus will be compensated on an hourly basis for staff assigned to perform the services outlined in this Agreement, and will invoice in accordance with the terms of the Agreement, at the rate of per hour worked as outlined below:

- For FY 19/20 from 7/1/19 to 6/30/20
 - SSI Project Manager, at approximately 1,864 hours at an hourly rate of \$74.96 for a total of **\$139,725**.
 - SSI VP-Child Support, at approximately 93.19 hours at an hourly rate of \$125.00, for a total of **\$11,630**.

Total staffing costs for FY 19/20 for the period 7/1/19 to 6/30/20 shall not exceed **\$151,356**

- For FY 20/21 from 7/1/20 to 6/30/21
 - SSI Project Manager, at approximately 1,856 hours at an hourly rate of \$76.22 for a total of **\$141,464**
 - SSI VP-Child Support at approximately 92.8 hours at an hourly rate of \$126.85, for a total of **\$11,772**.

Total staffing costs for FY 20/21 for the period 7/1/20 to 6/30/21 shall not exceed **\$153,236**.

- For FY 21/22 from 7/1/21 to 6/30/22
 - SSI Project Manager, at approximately 1,856 hours at an hourly rate of \$77.48 for a total of **\$143,803**
 - SSI VP-Child Support at approximately 92.8 hours at an hourly rate of \$128.94, for a total of **\$11,966**.

Total staffing costs for FY 21/22 for the period 7/1/21 to 6/30/22 shall not exceed **\$155,769**.

- For FY 22/23 from 7/1/22 to 6/30/23
 - SSI Eligibility Specialists at approximately 1,992 hours at an hourly rate of \$79.03 for a total of **\$157,428**
 - SSI SVP-Child Support at approximately 93 hours at an hourly rate of \$131.52, for a total of **\$12,231**.

Total staffing costs for FY 22/23 for the period 7/1/22 to 6/30/23 shall not exceed **\$169,659**.

- For FY 23/24 from 7/1/23 to 6/30/24
 - SSI Eligibility Specialists at approximately 1,992 hours at an hourly rate of \$80.61 for a total of **\$160,575**.

- SSI SVP-Child Support at approximately 93 hours at an hourly rate of \$134.15 for a total of **\$12,476**.

Total staffing costs for FY 23/24 for the period 7/1/23 to 6/30/24 shall not exceed **\$173,051**.

Maximus will be compensated for the contract term of 7/1/19 – 6/30/24 for a total not to exceed amount of **\$803,071**.

Contract includes a 10% contingency of \$80,307 which may only be used with explicit permission of HSA for a total contract value to not exceed \$883,378.

Maximus invoices for services rendered under this Agreement are to be submitted to the Department's web-based Contracts Administration, Reporting, and Billing Online (CARBON) System at: <https://contracts.sfhsa.org> in accordance with the expressed provisions of Appendix C to this Agreement.

CONTRACTOR understands that, of the maximum dollar obligation listed in Section 4 of this Agreement, **Eighty Thousand, Three Hundred Seven Dollars (\$80,307)** is included as a contingency amount and is neither to be used in the Program Budget, nor available to Contractor without a modification to this Agreement executed in the same manner as this Agreement or a revision to the Program Budgets of Appendix B, which has been approved by Contract Manager. Contractor further understands that no payment of any portion of this contingency amount will be made unless and until such modification or budget revision has been fully approved and executed in accordance with applicable City and Human Services Agency laws, regulations and policies/procedures and certification as to the availability of funds by Controller. Contractor agrees to fully comply with these laws, regulations, and policies/procedures.

A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to City. City's final reimbursement to the Contractor at the close of the Agreement period shall not exceed the total amount authorized and certified for this Agreement.