



**SAN FRANCISCO
HUMAN SERVICES AGENCY**

Department of Benefits
and Family Support

Department of Disability
and Aging Services

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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 DS
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DATE: MAY 17TH, 2024

SUBJECT: NEW CONTRACT: **MAXIMUS HUMAN SERVICES, INC. (FOR PROFIT)** TO PROVIDE BENEFIT ADMINISTRATION OF SSA AND SSI: SUPPLEMENTAL SECURITY INCOME SCREENING, SSI/SSA APPLICATION ASSISTANCE, SSI/SSA BENEFIT MAINTENANCE/RETENTION and SSI/SSA DATA MANAGEMENT

GRANT TERM: 7/1/2024 – 6/30/2028

| | | | | | |
|-----------------------|-----------------|--------------------|-----------------|--------------------|--------------|
| GRANT AMOUNT: | <u>New</u> | <u>Contingency</u> | <u>Total</u> | | |
| | \$692,204 | \$69,220 | \$761,424 | | |
| ANNUAL AMOUNT | <u>FY 24/25</u> | <u>FY 25/26</u> | <u>FY 26/27</u> | <u>FY 27/28</u> | |
| | \$173,051 | \$173,051 | \$173,051 | \$173,051 | |
| Funding Source | <u>County</u> | <u>State</u> | <u>Federal</u> | <u>Contingency</u> | <u>Total</u> |
| FUNDING: | \$519,153 | \$69,220 | \$103,831 | \$69,220 | \$761,424 |
| PERCENTAGE: | 75% | 10% | 15% | | 100% |

The Department of Benefits and Family Support (BFS) requests authorization to enter into a contract with Maximus Human Services, Inc. (Maximus) for the period of July 1, 2024 to June 30, 2028, in an amount of \$ 692,204 plus a 10% contingency for a total amount not to exceed \$761,424. The purpose of the grant is to provide SSA/SSI benefit advocacy, screening, maintenance administration and management assistance for child and youth involved within the San Francisco Foster Care system.

Background

In November 2007, Assembly Bill 1331 was signed into law mandating counties to provide SSI screening, application and reassessments to all children in foster care aged 16.5 and older. SF HSA 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: SSI benefits (Title 16) and Social Security Administration/Retirement, Survivor, and Disability Insurance benefits (RSDI-Title II).

In an average year, Maximus screens over 600 cases. FCS is currently managing SSI/SSA benefits for approximately 140 SSA accounts. HSA applies the SSI/SSA 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 include:

1. Implementing and operating a benefit screening process for SSI/SSA, RSDI benefits and prioritize fast track cases including youth 16 and older.
2. Implementing and operating a benefit referral and review process for SSI/SSA, RSDI benefits and prioritizing 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 County Fiscal Department to ensure compliance with maintenance and dedicated accounts and representative payee notifications and filing.
6. Case documentation and tracking services:
 - a. Tracking SSI/SSA and RSDI applications
 - 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 benefit regulations and policies and advising County of changes that affect the current caseload.

10. Coordinating appropriate plan for suspending and maintaining SSI benefits to ensure availability upon emancipation or exit of Foster Care.

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

Location and Time of Services

Contractor will be available to provide support Monday through Friday during regular business hours. Maximus staff will be available, as necessary, to meet care provider or non-minor dependent (NMD) at HSA FCS Office located at 170 Otis Street, SF,CA 94103, via electronic video or at their 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/SSA application process.

Selection

Grantee selected through Request for Proposals, RFP#1094 SSI Application Screening, which was competitively bid in December 2023.

Funding

Funding for this grant is provided entirely by State, Federal and Local Funds.

ATTACHMENTS

Appendix A – Services to be Provided

Appendix B – Calculation of Charges

Appendix A – Services to be Provided
Maximus Human Services, Inc.
SSI/SSA Advocacy, Screening, Application Assistance, SSI/SSA Benefit
Maintenance/Retention,
and SSI/SSA Data Management
July 1, 2024 – June 30, 2028

I. Purpose of Contract

The purpose of this contract is to provide SSA and SSI benefit administration. This includes a variety of functions, for example: SSI/SSA screening, assistance with the completion and processing of applications, application tracking, training, 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 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, Survivors and Disability Insurance |
| NMD | Non-Minor Dependents |
| CAAP | County Adult Assistance Program |
| FCE | Family and Children’s Services Foster Care Eligibility |
| IT | Information Technology |
| FC | Foster Care |
| SCP | Substitute Care Provider |

III. Target Population

Children, youth, and non-minor dependents or wards, under the jurisdiction of the court with an out of home placement order.

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 provide administration in all aspects 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 daily support, Monday through Friday, during regular business hours, to review 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 SSA applications, approvals, appeals, denials, reassessments, CDR and spend-downs.
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, and coordination to facilitate completion of SSA/SSI applications with input from the care provider, FCS personnel, or NMD in instances where the substitute care provider or NMD 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 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 and 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, for example: addressing policies, denials, reconsiderations, hearings, overpayments, underpayments, and any necessary advocacy.
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. Maximus will retain 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 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 suspension 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 Foster care eligibility and 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. Provide written reports and analysis detailing strengths and weaknesses, and making recommendations for improvements. In addition, periodically perform ad hoc system reviews and reports, 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, benefit 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 and confirmation related to SSA screening, application and benefit maintenance/retention of SSI and SSA data and management .

Contractor will have staff located at 170 Otis Street, San Francisco (HSA's main office) Work schedules will follow City policy on staff schedules and in-office requirements. Currently, a hybrid schedule is allowed with a minimum of 3 days in the office per week.

Contractor will be available, as necessary, to meet care providers or NMD, at their 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 SSI/SSA 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 and older are to be screened annually for Title XVI disability benefits per ACL 08-12 and every year thereafter.
8. Contractor will meet any legal mandates related to SSI/SSA administration benefit for foster youth.

VII. Outcome Objectives

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

1. Using 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% of 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. The contractor will maintain a staff approval rating of at least 7 on a scale of 1-10. With 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 necessary ad hoc reports 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 provided to HSA Accounting and Program staff immediately upon receipt of notice for each child awarded SSA/SSI 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:

Krystal Rogers, Contracts Manager, Krystal.Rogers@sfgov.org
Juliet Halverson, Foster Care Eligibility Program Manager, Juliet.Halverson@sfgov.org
Heather Davis, Benefit Control Manager, Heather.Davis@sfgov.org
Brenda Williams, Data Administrative Analyst, Brenda.Williams@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 Contractor'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 – Calculation of Charges

The term for SSI/SSA Screening, Application Assistance, SSI Benefit Maintenance/Retention and SSI/SSA Data Management Assistance under this Agreement will begin effective July 1, 2024 and end June 30, 2028.

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 in the table below:

| Maximus SSI Assistance FY 24-28 | | | | | | | |
|--|---|-------------|----------|----------------------------------|-------------|-----------|-------------------|
| Term | Position: Project Manager | | | Position: Eligibility Specialist | | | Total Annual Cost |
| | Hours | Hourly Rate | Cost | Hours | Hourly Rate | Cost | |
| Y1: 7/1/24-6/30/25 | 93 | \$134.15 | \$12,476 | 1992 | \$80.61 | \$160,575 | \$173,051 |
| Y2: 7/1/25-6/30/26 | 93 | \$134.15 | \$12,476 | 1992 | \$80.61 | \$160,575 | \$173,051 |
| Y3: 7/1/26-6/30/27 | 93 | \$134.15 | \$12,476 | 1992 | \$80.61 | \$160,575 | \$173,051 |
| Y4: 7/1/27-6/30/28 | 93 | \$134.15 | \$12,476 | 1992 | \$80.61 | \$160,575 | \$173,051 |
| | | | | | | | |
| Contract Total: | \$49,904 | | | \$642,300 | | | \$692,204 |
| | 10% Contingency: | | | | | | \$69,220 |
| | Total Contract Cost Not to Exceed: | | | | | | \$761,424 |

Maximus will be compensated for the contract term of 7/1/24 – 6/30/28 for a total not to exceed amount of **\$692,204**.

Contract includes a 10% contingency of \$69,220 which may only be used with explicit permission of HSA for a total contract value to not exceed \$761,424.

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, **Sixty-Nine Thousand, Two Hundred Twenty Dollars (\$69,220)** 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.