



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-10

For the meeting of: April 28, 2015

Date: April 6, 2015
To: Board of Supervisors
From: Phillip R. Crandall *SW - for*
Director, Department of Health and Human Services- Social Services
Subject: Memorandum of Agreement with Sacramento County for Services Related to Cash Assistance Program for Immigrants for Fiscal Years 2015-2020

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves the attached Memorandum of Agreement (MOA) with Sacramento County Department of Human Assistance (DHA) for services related to the Cash Assistance Program for Immigrants (CAPI);
2. Authorizes the Department of Health and Human Services (DHHS) Director of Social Services to execute amendments as necessary to the MOA and/or future substantially similar MOAs after review and approval of County Counsel and Risk Management;
3. Authorizes the Chairperson to execute three (3) originals of the Agreement; and
4. Directs the Clerk of the Board to route two (2) fully executed originals of the Agreement to the DHHS-Contract Unit for forwarding to DHHS- Social Services Administration.

Prepared by: S. Wolff, Staff Services Analyst II

CAO Approval

Amy Olsen

REVIEW:

Auditor _____ County Counsel *BD* Personnel _____ Risk Manager _____ Other _____

TYPE OF ITEM:

- Consent
- Departmental
- Public Hearing
- Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Lovelace* Seconded by Supervisor *Bass*

- Ayes *Sundberg, Lovelace, Fennell, Bohn, Bass*
- Nays _____
- Abstain _____
- Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *April 28, 2015*
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

SOURCE OF FUNDING:
Social Services Fund 1160

DISCUSSION:

The Federal Balanced Budget Act of 1997 allowed some, but not all, elderly and/or disabled legal immigrants to receive Supplemental Security Income (SSI). The California Legislature then enacted Assembly Bill (AB) 2779, Chapter 329 of the 1998 Budget Act Implementation Bill for Social Services, known as the Cash Assistance Program for Immigrants (CAPI). This allowed legal immigrants who are ineligible for SSI based solely on their immigrant status to receive cash assistance payments. The passage of AB 1111 extended the CAPI program indefinitely. The responsibility to administer CAPI was delegated to the individual county welfare departments or an identified consortium of county welfare departments. The North State/Orange CAPI Consortium (NSOCC), of which Humboldt County is a member, was created as a multi-county consortium specifically in order to provide the mandated payments to eligible immigrants required by CAPI.

Sacramento County DHA has supervised and administered the program to date and will continue in this capacity. Aid payments are provided to recipients by Sacramento County DHA which utilizes state funds. There is no cost to the participating NSOCC members.

Sacramento County DHA provides training to staff as needed, maintains a multi-language 800 line for change reports and CAPI information and communicates directly with the applicant in order to determine eligibility. They maintain the case records, issue payments and provide monthly reports to each participating county. If a CAPI recipient then becomes eligible for SSI, Sacramento County DHA facilitates the distribution of SSI retroactive payments to the county and the recipient. While the CAPI program is small and infrequently used, it remains a mandated program that must be offered to those eligible. Since 2009, there have been a total of six (6) applications for CAPI benefits from Humboldt County of which two (2) were granted, one (1) is currently pending and three (3) have been denied.

The services provided by Sacramento County DHA are integral to the administration of this program which allows Humboldt County DHHS Social Services to utilize its staff resources elsewhere.

FINANCIAL IMPACT:

There is no financial impact for Humboldt County. Approval of the MOA for the administration of the CAPI program with Sacramento County is at no cost to Humboldt County. The Cash Assistance Program for Immigrants (CAPI) is a 100% state-funded program. This MOA allows for Humboldt County to direct staff resources to other mandated programs.

This Memorandum of Agreement supports the Board's Strategic Framework by protecting a small but vulnerable population and providing appropriate levels of services.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board can choose not to approve this MOA with Sacramento County DHA for the CAPI program. This is not recommended by the Department of Health and Human Services. The services provided by Sacramento County in the administration of this infrequently used mandated program allows the department to focus its limited resources elsewhere.

ATTACHMENTS:

Attachment 1: Memorandum of Agreement with Sacramento County Department of Human Assistance
(three originals)

**MEMORANDUM OF AGREEMENT
BETWEEN
THE SACRAMENTO COUNTY DEPARTMENT OF HUMAN ASSISTANCE
AND
THE HUMBOLDT COUNTY DHHS SOCIAL SERVICES**

THIS MEMORANDUM OF AGREEMENT hereinafter referred to as "MOA" is made and entered into as of this 1st day of July, 2015 by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "CONSORTIUM MEMBER".

WITNESSETH

WHEREAS, the federal government has enacted the Balanced Budget Act of 1997, which amended P.L. 104-193 to allow some, but not all, legal immigrants to receive SSI; and

WHEREAS, the California Legislature enacted Assemble Bill (AB) 2779, Chapter 329 of the 1998 Budget Act Implementation Bill for Social Services, known as the Cash Assistance Program for Immigrants (CAPI), which allows legal immigrants who are ineligible for SSI due to their immigrant status to receive cash assistance payments; and AB 1111 to extend the CAPI program indefinitely; and

WHEREAS, the responsibility to administer CAPI is delegated to county welfare departments or a consortia of county welfare departments; and

WHEREAS, there has been established a consortium of county welfare departments, known as the North State/Orange CAPI Consortium, hereinafter referred to as NSOCC;

WHEREAS, the Sacramento County Department of Human Assistance, hereinafter referred to as "DHA" is Sacramento County's welfare department; and

WHEREAS, COUNTY desires to extend certain services to CONSORTIUM MEMBERS participating in the CAPI program; and

WHEREAS, the Sacramento County Board of Supervisors authorized the Director of DHA to enter into the Agreement on behalf of COUNTY by Resolution No. 98-1312, 98-1313 and 2002-0144.

NOW, THEREFORE, it is mutually agreed as follows:

I. TERM

This Agreement shall be for a period commencing July 1, 2015 and ending June 30, 2020.

II. NOTICE

Notices or other communications to the parties as provided by the Agreement shall be given by United States mail, postage prepaid, as follows:

TO COUNTY

DIRECTOR
Sacramento County
Department of Human Assistance
2433 Marconi Avenue
Sacramento, CA 95821-4807

TO CONSORTIUM MEMBER

DIRECTOR
Humboldt County
DHHS Social Services
929 Koster Street
Eureka, CA 95501

Notice shall be deemed to have been served when it is deposited in the United States mail, postage prepaid, and addressed as above prescribed. The parties by notice given hereunder may designate a different address to which subsequent notices or other communications will be sent.

III. BACKGROUND

The 1998 Budget Act Implementation Bill for Social Services (AB2779, Chapter 329) requires a new program which authorizes a state funded cash assistance program for immigrants (CAPI). California Department of Social Services (CDSS) must establish and supervise a county or multi-county consortia-administered program to provide cash assistance to certain aged, blind and disabled legal immigrants who are no longer eligible for Supplemental Security Income/State Supplementary Payment (SSI/SSP) benefits solely due to the immigrant provisions of Public Law 104-193 and its amendments.

The NSOCC, a multi-county consortium has been established to provide the mandated payments to eligible immigrants.

IV. PURPOSE

The purpose of the MOA is to: 1) establish and maintain an effective working relationship between the COUNTY and NSOCC MEMBER COUNTY; 2) provide an efficient process to secure CAPI applications, determine eligibility, make aid payments, maintain case records, and create reports for CONSORTIUM MEMBER.

V. **RESPONSIBILITIES**

A. The COUNTY will be responsible for providing the following to the CONSORTIUM MEMBER:

1. Provide training for securing CAPI applications.
2. Provide needed forms for securing applications.
3. Establish a multi-language 800 line for change reporting and CAPI information.
4. Take appropriate action on calls received on the 800 line.
5. Communicate directly with the applicant to obtain additional information or verifications.
6. Determine CAPI eligibility.
7. Determine the correct aid payment amount.
8. Notify applicant and CONSORTIUM MEMBER of approval or denial of CAPI application.
9. Maintain case record on CalWIN with MEDS interface.
10. Issue CAPI payments.
11. Maintain a warrant replacement procedure.
12. Maintain fiscal records
13. Gather and maintain caseload statistics.
14. Provide monthly reports to CONSORTIUM MEMBER.
15. Assist recipients with the Disability and Adult Programs Division (DAPD) determination process.
16. Notify CONSORTIUM MEMBER when SSI is approved or denied.
17. Distribute SSI retroactive payment to CONSORTIUM MEMBER and to CAPI.
18. Distribute CAPI retroactive payments to CONSORTIUM MEMBER and to CAPI recipient.
19. Write the position statement for state hearings and appeals.

B. The CONSORTIUM MEMBER will be responsible for providing the following to the COUNTY.

1. Screen the applicant for CAPI potential using the SC 221 CAPI, CAPI Screening Worksheet.
2. Complete a CAPI application packet for potentially eligible applicants. A complete application includes the:
 - a. CAPI Application Cover Sheet
 - b. CAPI Checklist (copy acceptable)(F063-38-310)
 - c. SAWS 1, Application for Cash Aid (copy acceptable)
 - d. SOC 814, CAPI Statement of Facts (copy acceptable)
 - e. SOC 453, Living Arrangement and Household Expenses
 - f. SOC 455, Cash Assistance Program for Immigrants State Interim Assistance Reimbursement Authorization (for General Assistance/General Relief recipients only)
 - g. Proof of Supplemental Security Income application status
 - h. SC 106 Language Preference Form and Assisted Listening and Reading Identification

- i. CAPI 1004 34F- CAPI Information Sheet
 - j. CAPI 1000 34F- Request for Special Skills Supplement
 - k. Obtainable verification
3. Date stamp the SAWS 1 on the day received.
4. Send the completed application packet to:
NSOCC
Department of Human Assistance – AH7U
P.O. Box 487
Sacramento, CA 95812
5. Advise the applicant of the following:
 - a. Application will be processed at the central office in Sacramento (see above).
 - b. The toll-free number is 1-800-929-8118
 - c. Missing verifications must be sent to the central office in Sacramento.
6. Provide applicant with the CAPI Checklist (F063-38-310) of missing verifications and a self addressed envelope.
7. Provide additional assistance to applicant including, but not limited to, copying verifications and forwarding to NSOCC, and completing the application forms.
8. Respond to NSOCC within 24 hours, via fax, when a General Assistance/General Relief reconciliation is requested by NSOCC.
9. Conduct state hearings and appeals for consortium applicants/recipients of CAPI program.

VI. BUDGET AND PAYMENT

COUNTY shall provide CAPI aid payments to eligible CAPI recipients. CAPI aid payments will continue for eligible CAPI recipients as long as there are state funds available for aid payments.

VII. INDEMNIFICATION

In consideration of COUNTY'S agreement to provide the services described herein, CONSORTIUM MEMBER shall indemnify, defend and hold harmless COUNTY, its officers, agents employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions including payment of reasonable attorney's fees arising out of or resulting from the performance of this Agreement, caused in whole or part by any negligent or willful act or omission of CONSORTIUM MEMBER, its officers, agents, employees or representatives regardless of whether caused in part by a party indemnified hereunder.

VIII. STATUS OF CONSORTIUM MEMBER

- A. It is understood and agreed that CONSORTIUM MEMBER (including CONSORTIUM MEMBER'S employees) is an independent contractor and that no relationship of employer-employee or agency exists between the parties hereto. CONSORTIUM MEMBER and CONSORTIUM MEMBER'S assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONSORTIUM MEMBER under the provisions of this Agreement. As an independent contractor, CONSORTIUM MEMBER hereby indemnifies, defends, and holds COUNTY, its officers, agents and employees harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee or agency relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSORTIUM MEMBER in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the designation of tasks to be performed, and results to be accomplished by the services hereunder agreed to be rendered and performed, and not as to the means and methods for accomplishing the result.
- C. If, in the performance of this Agreement, any third persons are employed by CONSORTIUM MEMBER, such persons shall be entirely and exclusively under the direction, supervision and control of said CONSORTIUM MEMBER. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by CONSORTIUM MEMBER, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONSORTIUM MEMBER nor CONSORTIUM MEMBER'S assigned personnel shall have any entitlement as a county employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever.
- E. It is further understood and agreed that CONSORTIUM MEMBER must issue W-2 and 941 forms for income and employment tax purposes and withhold all necessary state and federal taxes for all of CONSORTIUM MEMBER'S assigned personnel under the terms and conditions of this Agreement.

IX. ALTERATION OF TERMS

It is mutually agreed that this MOA may be modified or amended upon the written mutual consent of the parties hereto.

X. TERMINATION

Either party may terminate this MOA without cause upon thirty (30) days written notice served upon either party.

XI. NUCLEAR FREE-HUMBOLDT COUNTY ORDINANCE COMPLIANCE

COUNTY certifies by its signature below that COUNTY is not a Nuclear Weapons Contractor, in that COUNTY is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. COUNTY agrees to notify Customer immediately if it becomes a nuclear weapons contractor as defined above. Customer may immediately terminate this Agreement if it determines that the foregoing certification is false or if COUNTY becomes a nuclear weapons contractor.

XII. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure §§394 and 395.

In Witness Whereof, the parties hereto have executed this Memorandum of Agreement.

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the
County of Humboldt, State of California

By:

Jim Huntwell, Deputy

Ann Edwards, DIRECTOR
Department of Human Assistance
Sacramento County

APPROVED AS TO INSURANCE:

Risk Manager

COUNTY OF HUMBOLDT:

Estelle C. Fenell

Chair, of the Board of Supervisors

Date

4-28-2015
Date