

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: April 7, 2020	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Social Services
APPROVING PARTY: Vickie Clark, Director
PHONE NUMBER: (530) 993-6720

AGENDA ITEM: : Resolution Approving the Memorandum of Understanding between the Sacramento County Department of Human Assistance and the Sierra County Department of Human Services in regards to the Cash Assistance Program for Immigrants (CAPI) and authorizing the Director of Social Services to sign the Memorandum of Understanding.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

Memorandum

To: Sierra County Board of Supervisors

From: Vickie Clark, Public Health and Social Services Director

Reference: Agenda Item

Date of memo: March 26, 2020

Date of Board Meeting: April 7, 2020

Requested Action: Resolution Approving the Memorandum of Understanding between the Sacramento County Department of Human Assistance and the Sierra County Department of Human Services in regards to the Cash Assistance Program for Immigrants (CAPI) and authorizing the Director of Social Services to sign the Memorandum of Understanding.

Mandated by: Public Law 104-193, AB 2779, and AB 1111

Funding

Budgeted? Yes No

Revenue		Source(s)
Expenses		Budget attached
Difference		

Background Information: 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 provision of Public Law 104-193 and its amendments.

The North State/Orange CAPI Consortium (NSOCC), a multi-county consortium has been established to provide the mandated payments to eligible immigrants.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would be out of compliance.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

**IN THE MATTER OF
AUTHORIZING DIRECTOR OF SOCIAL SERVICES
TO SIGN MEMORANDUM OF UNDERSTANDING BETWEEN
THE SACRAMENTO DEPARTMENT OF HUMAN ASSISTANCE AND
THE SIERRA COUNTY DEPARTMENT OF HUMAN SERVICES**

WHEREAS, the federal government has enacted Public Law. 104-193, the Personal Opportunity and Work Responsibility Act of 1996 which prohibits legal immigrants receiving SSI; and

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 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, Sacramento 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 Sacramento County by Resolution No. 2002-0144.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors authorizes Vickie Clark, the Director of Sierra County Social Services or designee to sign the Memorandum of Understanding for a period commencing July 1, 2020 and ending June 30, 2025, the end date of the MOU.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 7th day of April, 2020, by the following vote:

**AYES:
NOES:
ABSTAIN:
ABSENT:**

JIM BEARD
Chairman, Board of Supervisors

Date _____

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SACRAMENTO DEPARTMENT OF
HUMAN ASSISTANCE AND
THE SIERRA COUNTY DEPARTMENT OF HUMAN SERVICES**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “MOU,” is made and entered into this _____ day of _____ 2020 by and between the County of Sacramento Department of Human Assistance, hereinafter referred to as “COUNTY,” and County of Sierra, a political subdivision of the State of California, hereinafter referred to as “CONSORTIUMMEMBER.”

WITNESSETH

WHEREAS, the federal and, government has enacted Public Law. 104-193, the Personal Opportunity and Work Responsibility Act of 1996 which prohibits legal immigrants from receiving SSI; and

WHEREAS, the federal and, government has enacted the Balanced Budget Act of 1997, which amended P.L. 104-193 to allow some, but not all, legal immigrants from receiving 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 Case 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, 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 this MOU on behalf of COUNTY by Resolution No. 2002-0144.

WHEREAS, the parties hereto desire to enter into an MOU,

NOW THEREFORE the parties hereto mutually agree to the following:

I. 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 provision 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.

I. PURPOSE

The purpose of the MOU is to: 1) establish and maintain an effective working relationship between 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.

II. TERM

The term of this Memorandum of Understanding shall be July 1, 2020 and extend through June 30, 2025.

III. 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. Obtain form SSP 14 from applicants.
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 COUNTY:

1. Allow applicants to apply for benefits:
 - a. By telephone
 - b. In person
 - c. By mail or fax.
2. Provide a method to sign the CAPI Statement of Facts (SOC 814) in person, such as an appointment, if the CAPI applicant applied via telephone, mail or fax.

1. Provide an alternate method to sign the CAPI Statement of Facts (SOC 814) in person if the CAPI applicant cannot come into the office, such as a home visit.
2. Complete a CAPI application packet for potentially eligible applicants.
A complete application includes the:
 - a. CAPI Application Cover Sheet (CAPI 1026_34F)
 - b. SOC 814, CAPI Statement of Facts – signed in person (copy acceptable)
 - c. SOC 453, Living Arrangement and Household Expenses
 - d. SOC 455, Cash Assistance Program for Immigrants State Interim Assistance Reimbursement Authorization (for General Assistance/General Relief recipients only)
 - e. Proof of supplemental Security income application status
 - f. SC 106 Language Preference Form and Assisted Listening and Reading Identification
 - g. CAPI 1004 34F – CAPI Information Sheet
 - h. CAPI 1000 34F – Request for Special Skills Supplement
 - i. Copy of original immigration documents
 - j. Copies of verification provided by the applicant
 - k. SOC 860, Sponsor’s Statement of Income and Resources
3. Date stamp the SOC 814 on the day received.
4. Send the completed application packet to:

NSOCC
 Department of Human Assistance – N600
 10013 Folsom Blvd
 Sacramento, CA 95827

Or Fax: 916-874-2245 or Secure E-mail DHA-CAPI-APPS@saccounty.net

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 will be requested by their intake worker via mail and can be mailed to the same address above or faxed to the same fax number above.
6. Provide additional assistance to applicant including, but not limited to, copying verifications and forwarding to NSOCC, and completing the application forms.
7. Respond to NSOCC within 24 hours, via fax, when a General Assistance/General Relief reconciliation is requested by NSOCC.
8. Conduct state hearings and appeals for consortium applicants/recipients of CAPI program.

IV. FISCAL PROVISIONS

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.

V. INDEMNIFICATION

In consideration of COUNTY’s agreement to provide the services described herein, CONSORTIUM MEMBER should 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 Understanding, 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.

I. 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 requested to make any deductions or withholdings from the compensation payable to CONSORTIUM MEMBER under the provisions of the Understanding. 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 Understanding.
- 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 Understanding, CONSORTIUM MEMBER employs any third persons, such persons shall be entirely and exclusively under the direction, supervision and control of said CONSORTIUM MEMBER. All terms of employment CONSORTIUM MEMBER shall determine including hours, wages, work conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, 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 Understanding.

II. ALTERATION OF TERMS

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

III. TERMINATION

Either party may terminate this MOU without cause upon thirty (30) days written notice served upon all parties.

I. **NOTICES**

Any notice, demand, request, consent, or approval that either party hereto may be/or is required to give the other pursuant to this MOU shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

Notice to COUNTY shall be addressed as follows: Notice to other agency shall be addressed as follows:

DIRECTOR
Department of Human Assistance
1825 Bell Street, Suite 200
Sacramento, CA 95825

DIRECTOR
Department of Human Services
P.O. Box 1019
Loyalton, CA 90118

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding.

DEPARTMENT OF HUMAN ASSISTANCE
a political Subdivision of the State of California

DEPARTMENT OF HUMAN SERVICES
a political Subdivision of the State of California

By _____
Ann Edwards, Director
Department of Human Assistance or
Designee as per S.C.C. 2.61.012(h)

By Victoria A. Clark
Vickie Clark, Director
Department of Human Services
Sierra County

Date _____

Date 3/10/20