

ORIGINAL

**MEMORANDUM OF AGREEMENT
BETWEEN
THE SACRAMENTO COUNTY DEPARTMENT OF HUMAN ASSISTANCE
AND
THE EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES**

THIS MEMORANDUM OF AGREEMENT hereinafter referred to as "MOA" is made and entered into as of this 1st day of July, 2010 by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and the County of El Dorado, a political subdivision of the State of California, hereinafter referred to as "CONSORTIUM MEMBER".

WITNESSETH

WHEREAS, the federal government has enacted P.L. 104-193, the Personal Opportunity and Work Responsibility Act of 1996 which prohibits legal immigrants from 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 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, 2010 and ending June 30, 2015.

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
El Dorado County
Department of Human Services
3057 Briw Road, Suite A
Placerville, CA 95667

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 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. SC 222 CAPI Cover Sheet
 - b. SC 223 CAPI Checklist (copy okay)
 - c. SAWS 1, Application for Cash Aid (copy okay)
 - d. SOC 814, CAPI Statement of Facts (copy okay)
 - e. SOC 451, Interim Assistance Reimbursement Authorization
 - f. SOC 453, Living Arrangement and Household Expenses
 - g. SOC 455, Interim Assistance Reimbursement Agreement (for GA/GR recipients only)
 - h. Proof of Supplemental Security Income application status
 - i. 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.
 - 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 SC 223 G, Checklist of missing verifications and a postage paid 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. In Witness Whereof, the parties hereto have executed this Memorandum of Agreement.

Paul G. Lake

Paul G. Lake, INTERIM DIRECTOR
Department of Human Assistance
Sacramento County

5/17/10

Date

Administrator: The County Officer or employee with responsibility for administering this Agreement is DeAnn Osborn, Staff Services Analyst, Department of Human Services, or successor.

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: *Daniel Nielson*
Daniel Nielson, Director
Department of Human Services
El Dorado County

Dated: *6-15-2010*

~ COUNTY OF EL DORADO ~

Dated: _____

By: _____

**Chair
Board of Supervisors
"County"**

**ATTEST:
Suzanne Allen de Sanchez, Clerk
Of the Board of Supervisors**

By: _____ Dated: _____

Deputy Clerk