

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF SACRAMENTO DEPARTMENT OF  
HUMAN ASSISTANCE AND  
THE SANTA BARBARA COUNTY SOCIAL SERVICES DEPARTMENT**

**THIS MEMORANDUM OF UNDERSTANDING**, hereinafter referred to as “MOU”, is made and entered into this 1st day of July, 2020 by and between the County of Sacramento Department of Human Assistance, hereinafter referred to as “COUNTY”, and the County of Santa Barbara, hereinafter referred to as “CONSORTIUM MEMBER”.

**W I T N E S S E T H**

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

**WHEREAS**, the federal government has enacted the Balanced Budget Act of 1997, which amended Public Law. 104-193 to allow some, but not all, legal immigrants from receiving SSI; and,

**WHEREAS**, the California Legislature 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), which allows legal immigrants who are ineligible for SSI due to their immigrant status to receive cash assistance payments; and also enacted 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; and,

**WHEREAS**, COUNTY, 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; and,

**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 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.

**II. PURPOSE**

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

**III. TERM**

The term of this MOU shall be from July 1, 2020 through June 30, 2025.

**IV. 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 California Welfare Information Network (CalWIN) with Medi-Cal Eligibility Data Systems (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 number State Supplementary Payment (SSP) 14 from applicants.
16. Notify CONSORTIUM MEMBER when SSI is approved or denied.
17. Distribute SSI retroactive payments to CONSORTIUM MEMBER and to CAPI recipient.
18. Distribute CAPI retroactive payments to CONSORTIUM MEMBER and to CAPI recipient.
19. Write the position statement for state CAPI benefits 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.
3. 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.

4. Complete a CAPI application packet for potentially eligible applicants. A complete application includes the following:
  - 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, CAPI State Interim Assistance Reimbursement Authorization (for General Assistance/General Relief recipients only)
  - e. Proof of SSI 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 CAPI verification forms provided by applicant
  - k. SOC 860, Sponsor’s Statement of Income and Resources
5. Date stamp the SOC 814 on the day received.
6. Send the completed 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](mailto:DHA-CAPI-APPS@saccounty.net)

7. 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 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.
8. Provide additional assistance to applicant including, but not limited to, copying verifications and forwarding to NSOCC, and completing the applications forms.
9. Respond to NSOCC within one (1) business day, via fax, when a General Assistance/General Relief reconciliation is requested by NSOCC.
10. Conduct state hearings and appeals for consortium applicants/recipients of CAPI program.

**V. 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.

**VI. 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.

**VII. 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 MOU as an independent contractor, CONSORTIUM MEMBER hereby indemnifies, defends, and holds COUNTY, its officers, agents and employees harmless from any 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 MOU.
- 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 the means and methods for accomplishing the result.
- C. If, in the performance of this MOU, 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 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 MOU.

**VIII. ALTERATION OF TERMS**

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

**IX. TERMINATION**

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

**X. 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**  
Social Services Department  
2125 South Center Pointe Parkway  
Santa Maria, CA, 93455

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU.

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

**SOCIAL SERVICES DEPARTMENT**  
a political Subdivision of the State of California

By \_\_\_\_\_  
Ann Edwards, Director  
Department of Human Assistance or  
Designee as per S.C.C. 2.6.012(h)

By \_\_\_\_\_  
Daniel Nielson, Director  
Social Services Department  
Santa Barbara County

Date \_\_\_\_\_

Date \_\_\_\_\_