

**MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT BETWEEN
THE BAY AREA CAPI CONSORTIUM
AND SAN MATEO COUNTY (HUMAN SERVICES AGENCY)**

This MOU Agreement (the “Agreement”), effective as of July 1, 2022 (the “Effective Date”), is by and between the Bay Area CAPI Consortium, a multi-county consortium comprised of Alameda, Contra Costa, Marin, Merced, Monterey, San Mateo, Santa Cruz, Solano, Sonoma, and Stanislaus counties (hereinafter referred to as the “Parties” or “member counties”).

W I T N E S S E T H

WHEREAS, Welfare & Institutions Code section 18937 authorizes counties to form consortia to administer the Cash Assistance Program for Immigrants (CAPI), which provides cash assistance to aged, blind and disabled legal immigrants who are not citizens and who successfully complete an application process; and

WHEREAS, the ten member counties listed form a Consortium, established on March 21, 2000 by Resolution 63488, for the efficient and effective administration of CAPI; and

WHEREAS, the County of San Mateo is a member of the Consortium and has agreed to be the Fiscal Agent for the Consortium.

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties as follows:

1. **Purpose.** The Cash Assistance Program for Individuals (“CAPI”) is a program that provides cash assistance to certain aged, blind and disabled legal immigrants who are not eligible for Supplementary Security Income/State Supplementary Payment (SSI/SSP) benefits, solely due to the immigration provisions of Public Law 104-193 and its amendments. The purpose of Resolution 63488 and this Agreement is to: identify the counties that wish to participate in the Bay Area CAPI Consortium, a multi-county Consortium to administer CAPI; identify the County of San Mateo as the Fiscal Agent for the Consortium; and to identify the respective responsibilities of the County of San Mateo, as Fiscal Agent, and the other member counties.
2. **Responsibilities of the County.** As the lead agency of the Bay Area CAPI Consortium, the County of San Mateo will perform the following administrative tasks for the member counties:
 - a) Provide member counties with pre-addressed envelopes with County of San Mateo contact information to give to clients (“clients” used herein to refer to applicants, recipients, and/or individuals) to return verifications and/or forms to the County of San Mateo directly.
 - b) Follow up with clients on information requested by their residence county regarding information necessary to determine eligibility for CAPI.

- c) Send requests to clients for any additional information/verifications needed to process applications.
- d) Respond to calls from clients and member counties.
- e) Make necessary California Work Opportunity and Responsibility for Kids Information Network (CalWIN) entries or future iterations of this system (CalSAWS).
- f) Scan all required supporting documentation into the County of San Mateo Document Management System, Compass Pilot or future iterations of this system (CalSAWS).
- g) Determine CAPI eligibility and approve or deny applications as appropriate.
- h) Issue CAPI payments to clients in a timely manner from CAPI funds made payable from the State of California to the County (the County of San Mateo's authority and responsibility to make CAPI payments is limited to CAPI funding received from the State of California).
- i) Submit the completed disability packets, received from member counties, to the Disability Determination Services Division.
- j) Revise budgets based on changes reported by clients.
- k) Provide member counties access to the County of San Mateo CAPI Handbook, as needed.
- l) Provide member counties with policy and procedural updates based on All County Welfare Director's Letters.
- m) Provide member counties with current forms and revisions as they occur.
- n) As CAPI training is offered by the State, the County of San Mateo will invite member counties to attend.
- o) Maintain necessary fiscal records related to program administration.
- p) Provide requested reports to member counties as needed via secure email.
- q) Gather required statistical information required by the State of California from CalWIN and CalSAWS post conversion.
- r) Process reimbursements from Social Security Administration (SSA) for all CAPI payments made to CAPI clients who have been approved for SSI and ensure such reimbursement is forwarded to the State.
- s) Represent all Bay Area CAPI Consortium member counties at hearings.
- t) Apply to the State of California for CAPI administration funding, receive said funding, and spend it as the County of San Mateo determines necessary in relation to the administration of CAPI.
- u) Treat all documents in compliance with the Privacy Security Agreements that all Member Counties have on file with the Department of Health Care Services and the California Department of Social Services as well as in compliance with Social Security Administration Guidelines, Department of Homeland Security, and United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this MOU. These requirements can be referenced here: <http://www.cdss.ca.gov/Privacy-Policy> and here <https://www.dhcs.ca.gov/services/medi-cal/eligibility/letters/Documents/c16-09.pdf>.

3. Responsibilities of Member Counties. The member counties will:

- a) Interview applicants for potential CAPI eligibility; discuss CAPI reporting responsibilities as part of the interview process and remind applicants/recipients at every contact thereafter.
- b) Assist applicants in completing the application packet which must include: SOC 814, SOC 453, SSP14, SOC 455, C-706, C-754 and any other forms required by the State.
- c) Obtain Release of Information form (currently the C -706) from clients when appropriate.
- d) Assist applicants claiming disability with Disability Eligibility Determination forms MC220 and MC223 and mail originals to the County of San Mateo.
- e) Give clients a verification checklist, using the Bay Area Consortium CAPI Transmittal form (C-761), with a due date of 10 calendar days.
- f) Accept the initial CAPI application from clients, immediately date stamp and send application forms (or copies) and any additional information/verifications in pre-addressed envelopes to the County of San Mateo within two business days of the receipt of the application, including any applicable verifications already in county possession. (Note: clients may be advised to bring certain documents, i.e., verification of immigrant status, into their county office to avoid mail loss/expense of certified mail; member county will copy and forward to the County of San Mateo).
- g) Give applicants CAPI informational handout form C-755 (CAPI “Now What?” flyer).
- h) **To expedite application processing, member counties are requested to** transmit application documents to the County of San Mateo with the standard Bay Area Consortium CAPI Transmittal form [C-761] (attached) electronically, via encrypted and/or secured email to HSA_CAPI_SanMateo_Applications@SMCGOV.ORG, with hardcopies mailed to:

San Mateo County Human Services Agency CAPI Unit
1487 Huntington Ave
South San Francisco, CA 94080
or faxed to: FAX (650) 952-3137

- i) For clients designating an Authorized Representative (AR) to act on their behalf, have client complete and sign the C-776 Authorized Representative for CAPI form.
- j) Advise clients that applications will be processed by the County of San Mateo in its capacity as Fiscal Agent for the Bay Area CAPI Consortium.
- k) Advise clients to contact San Mateo County at 1-800-648-0954 to obtain information related to CAPI.
- l) Respond promptly to the County of San Mateo/client requests for documentation, including verification of client’s GA/GR benefit (Notice of Action and/or system screenshot of month and benefit amount) necessary to process State Interim Assistance Reimbursement (IAR) upon approval for CAPI.
- m) Promptly forward, via encrypted/secured e-mail or fax, any additional information provided/reported by the client.
- n) Notify the County of San Mateo if SSI is approved or denied for a CAPI client from their county.

- o) Complete the application process for other programs (Medi-Cal, CalFresh, General Assistance, CalWORKs) when applicable.
- p) Provide SSI advocacy services to clients, if able to do so.
- q) Investigate in a timely manner and prosecute clients who have fraudulently obtained benefits and reimburse the State and/or the County of San Mateo for money paid to clients who have fraudulently obtained benefits.
- r) Treat all documents in compliance with the Privacy Security Agreements that all member counties have on file with the Department of Health Care Services and the California Department of Social Services as well as in compliance with Social Security Administration Guidelines, Department of Homeland Security, and United States Citizenship and Immigration Services Guidelines as currently enacted or amended throughout the term of this MOU. These requirements can be referenced here: <http://www.cdss.ca.gov/Privacy-Policy> and here: <https://www.dhcs.ca.gov/services/medi-cal/eligibility/letters/Documents/c16-09.pdf>

4. Fiscal Responsibility Relating to Eligible Immigrant Clients and Clients to Whom General Assistance Has Been Paid. The County of San Mateo will receive funds from the State of California and process CAPI aid payments to eligible immigrants, to the extent that State funds are available for the program and received by the County of San Mateo for that purpose.

As the Fiscal Agent for the Consortium, when the County of San Mateo has received the corresponding CAPI payments, the County of San Mateo will follow these procedures for clients to whom General Assistance (GA) has been paid:

- a) Reimburse other member counties for General Assistance (GA) they have paid to clients in any month in which it is subsequently determined that the clients are eligible for and receives CAPI benefits.
- b) The difference between the full CAPI award amount and the General Assistance (GA) amount paid to clients will be remitted to the clients. This is contingent upon the participating member county informing the County of San Mateo, at the time the CAPI application is submitted to the County of San Mateo, that the member county is paying GA to the subject clients, and upon the County of San Mateo's receipt of corresponding CAPI payments from the State of California. Thereafter, the County of San Mateo will inform the member counties when clients are determined eligible for CAPI. Upon receipt of such notifications, member counties will not be reimbursed for GA provided to clients for month(s) following member county's receipt of the notification from the County of San Mateo. Where a member county has already processed the next scheduled GA payment to the clients, prior to the receipt of the notification from the County of San Mateo, member counties will receive standard reimbursement.
- c) When the corresponding CAPI payments have been received by the County of San Mateo, the County of San Mateo will reimburse the member county for the GA already paid to the clients.

5. **Payment in the Event of Impasse in the State Budget.** It is in the Parties' interest to continue the CAPI Program in the event the State is unable for any reason to make advance payment of CAPI funds. Notwithstanding any other provision of this Agreement, if the State does not advance CAPI funds to the County of San Mateo prior to the month for which the County of San Mateo is to issue CAPI assistance payments on behalf of the Consortium, and the failure to advance funds is due to a delay in the State budget, the County of San Mateo shall issue CAPI payments to eligible recipients, subject to and contingent upon all Parties' compliance with the following provisions:
- a) Within five (5) business days of the close of any month for which the County of San Mateo has issued CAPI assistance payments utilizing the County of San Mateo's funds, the County of San Mateo will issue to each member county an invoice indicating the amount of CAPI assistance payments issued by the County of San Mateo on behalf of the member county;
 - b) Within ten (10) business days of receipt of the CAPI invoice for the previous month, the member county shall issue payment to the County of San Mateo equal to the amount of the invoice. If the County of San Mateo does not receive payment of the full amount within ten (10) business days, the County will not issue CAPI payments for that member county in the following month; and
 - c) Upon resumption of the issuance of CAPI funds by the State to the County of San Mateo, and when sufficient such funds are available, the County of San Mateo shall reimburse each member county for the amount of county funds that member county issued to the County of San Mateo under this section of the Agreement. The County of San Mateo will reimburse itself for payments that were not received from member counties, as referenced in Paragraph 5(b).
6. **Term.** This Agreement shall be in effect as of July 1, 2022 and shall terminate on June 30, 2026.

The Consortium, upon consensus, may terminate this Agreement or a portion of the services referenced in this Agreement based upon unavailability of federal, state, or county funds, by providing written notice to the member counties as soon as is reasonably possible after the Consortium learns of the unavailability of outside funding.

Any member county may withdraw from the Consortium upon thirty (30) days' written notice to the other Parties to this Agreement. Written notice must be issued by the officer or an authorized signatory agent designated in the signature section of this Agreement and mailed to:

County of San Mateo Human Services Agency
Ken Cole, Director (or successor)
1 Davis Drive, Belmont, CA 94002

Such notices shall be served by depositing them addressed as set out above, postage prepaid, and sent via U.S. mail, reliable overnight courier, or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

7. **Authorizations.** Authorized signatory agents designated in the signature section of this Agreement, or their respective designees, are authorized to modify the Agreement and its terms, resolve conflicts, and/or otherwise grant approvals on behalf of their respective agencies, provided such approvals are not otherwise vested in the authority of the agency's governing board. All such requests and approvals shall be in writing and signed by all Parties.

8. **Mutual Indemnification.** Pursuant to Government Code Section 895.4, each Party agrees to fully indemnify, defend, and hold the other Party (including its appointed and elected officials, officers, employees, and agents) harmless and free from any damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its appointed or elected officials, officers, employees, or agents, under or in connection with any responsibility, authority, or jurisdiction delegated to such Party under this Agreement. Neither Party, nor any appointed or elected official, officer, employee, or agent thereof, shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other Party, its appointed or elected officials, officers, employees, or agents, under or in connection, with any authority, responsibility, or jurisdiction delegated to such other Party under this Agreement.

In the event of concurrent negligence of the County of San Mateo, its appointed or elected officials, officers, employees and/or agents, and any member county, its appointed or elected officials, officers, employees and/or agents, then the liability for any and all claims that arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence, with each party bearing its own attorney's fees and costs.

9. **Choice of Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Mateo County Superior Court.

10. **Construction.** All section headings are for reference only and shall not be considered in construing this Agreement.

11. **Severability.** If any provision of this Agreement shall be held to be invalid, void or unenforceable, the validity, legality or enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and supersedes all other oral or written provisions. This Agreement may be modified only as provided in section 7 and terminated as provided in section 6.

13. **Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of all the Parties, and all the Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and

no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

- 14. Representation re Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
- 15. No Third-Party Beneficiaries.** Except as expressly set forth herein, nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the Parties, any rights or remedies hereunder.
- 16. Conflict of Interest.** Each of the Parties shall avoid all conflicts of interest in the performance of this Agreement and shall immediately notify the other Parties should a conflict of interest arise that would prohibit or impair its ability to perform under this Agreement.
- 17. Disputes.** The Parties agree that, with regard to all disputes or disagreements arising under this Agreement that are not resolved informally at the staff level after a good faith attempt, the Parties may, at their sole and mutual discretion, agree to engage in mediation, and the costs of any such mediation shall be divided equally between the Parties.
- 18. Non-Discrimination.** The Parties will not discriminate, in any way, against any person based on sex, pregnancy, childbirth or related medical conditions, race, veteran status, religion, color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, gender (including gender identity and gender perception), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law. This policy shall apply to all employment practices.
- 19. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute a complete agreement. Moreover, this Agreement may be signed by electronic signature and copies of original signatures shall be treated the same as the originals.

[This Portion Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have affixed their hands to this Agreement, effective as of the Effective Date.

COUNTY OF SAN MATEO

By: _____

Director, Human Services Agency, San Mateo County

Date: _____

ALAMEDA COUNTY

By DocuSigned by:
Andres Ford
CFBDBF387EBC493... _____

Interim Assistant Agency Dir 5/9/2022 | 2:01 PM PDT

Title & Date

CONTRA COSTA COUNTY

By DocuSigned by:
Marla Stuart
B6826641E6004E7... _____

Director, Employment & Human Services 5/11/2022 | 1:24 PM PDT

Title & Date

MARIN COUNTY

By _____

Title & Date

MERCED COUNTY

By _____

Title & Date

MONTEREY COUNTY

DocuSigned by:
By Mary Adams
5FF3083F094340C...

Chair, Monterey County Board of Supervisors 5/9/2022 | 3:53 PM PDT
Title & Date

SANTA CRUZ COUNTY

DocuSigned by:
By Randy Morris
D1FB8B7500004B1...

Director, Human Services Department 5/10/2022 | 8:55 AM PDT
Title & Date

DocuSigned by:
Anne Breerton, County Counsel 5/25/2022 | 7:09 PM PDT
07025F3AA36B4A4...

SOLANO COUNTY

By _____

Title & Date

SONOMA COUNTY

By _____

Title & Date

STANISLAUS COUNTY

By _____

Title & Date