

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE BAY AREA CAPI CONSORTIUM**

THIS AGREEMENT, entered into this ____ day of _____, 2018, by and between the counties of Alameda, Contra Costa, Marin, Merced, Monterey, San Mateo, Santa Cruz, Solano, Sonoma, and Stanislaus, hereafter 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 Individuals (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
HERETO AS FOLLOWS:**

A. PURPOSE OF AGREEMENT

CAPI is a program that provides cash assistance to certain aged, blind and alter-abled 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.

B. RESPONSIBILITIES OF THE COUNTY OF SAN MATEO

As the lead for the CAPI Consortium, the County of San Mateo will perform the following administrative tasks for the member counties:

1. Provide member counties with pre-addressed envelopes with the County of San Mateo's contact information so that they can be given to clients (used herein to refer to as applicants, recipients, and/or individuals) to return verifications and/or forms to the County of San Mateo directly;
2. Follow up with clients on information requested by their residence county regarding information necessary to determine eligibility for CAPI;
3. Send requests to clients for any additional information/verifications needed to process applications;
4. Respond to 1-800 calls from clients and member counties;
5. Make necessary California Work Opportunity and Responsibility for Kids Information Network (CalWIN) and Welfare to Work entries or future iterations of this system;
6. Scan all required supporting documentation into the County of San Mateo Document Management System, Compass Pilot or future iterations of this system;
7. Determine CAPI eligibility and approve or deny applications as appropriate;
8. Issue CAPI payments to clients in a timely manner from CAPI funds made payable from the State of California to the County of San Mateo (the County of San Mateo's authority and responsibility to make CAPI payments is limited to CAPI funding received from the State of California);
9. Submit the completed disability packets, received from member counties, to the Disability Determination Services Division;
10. Revise budgets based on reported changes by clients;
11. Provide member counties access to the County of San Mateo's CAPI Handbook, as needed;
12. Provide member counties with policy and procedural updates based on All County Welfare Director's Letters;
13. Provide member counties with current forms and revisions as they occur;
14. As CAPI training is offered by the State, the County of San Mateo will invite member counties to attend;
15. Maintain necessary fiscal records related to program administration;
16. Provide requested reports to member counties as needed;
17. Gather required statistical information required by the State of California from CalWIN;
18. 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;
19. Represent all Bay Area CAPI Consortium counties at fair hearings;
20. 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;
21. 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 <http://www.dhcs.ca.gov/services/medi-cal/eligibility/Documents/ACWDL/2016/16-09.pdf>.

C. RESPONSIBILITIES OF MEMBER COUNTIES

The member counties will:

1. Interview applicants for potential CAPI eligibility;
2. 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;
3. 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);
4. **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 (attached) electronically, via encrypted and/or secured email to:
HSA_CAPI_SanMateo_Applications@SMCGOV.ORG
With hardcopies sent to:
San Mateo County Human Services Agency
CAPI Unit
1487 Huntington Ave
South San Francisco, CA 94080.

or faxed to: FAX (650) 952-3137
5. For clients designating an Authorized Representative (AR) to act on their behalf, have client complete and sign the DPA 19, Authorized Representative for CAPI form, in the presence of a county employee;

6. Obtain Release of Information form (C -706) from clients when appropriate;
7. Assist applicants claiming disability with Disability Eligibility Determination forms MC220 and MC223 and mail originals to the County of San Mateo;
8. Give clients a verification checklist, using the Bay Area Consortium CAPI Transmittal form, with a due date of 10 calendar days;
9. Give applicants CAPI informational handout form C-755 (CAPI "Now What?" flier);
10. Advise clients that applications will be processed by the County of San Mateo in its capacity as Fiscal Agent in the CAPI Consortium;
11. Advise clients of the appropriate 1-800 number to obtain information related to CAPI;
12. Respond promptly to the County of San Mateo/client requests for documentation;
13. Forward, via encrypted/secured e-mail or fax, any additional information provided/reported by the client;
14. Notify the County of San Mateo if SSI is approved or denied for a CAPI client from their county;
15. Complete the application process for other programs (Medi-Cal, CalFRESH, General Assistance, CalWORKs);
16. Provide advocacy services to clients, if able to do so;
17. Investigate in a timely manner and prosecute clients who have fraudulently obtained benefits; Reimburse the State and/or the County of San Mateo for money paid to clients who have fraudulently obtained benefits;
18. 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 <http://www.dhcs.ca.gov/services/medi-cal/eligibility/Documents/ACWDL/2016/16-09.pdf>.

D. 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 the following procedure for clients to whom General Assistance (GA) has been paid.

1. 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;
2. 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, Consortium 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 Consortium member has already processed the next scheduled GA payment to the clients, prior to the receipt of the notification from the County of San Mateo, Consortium members will receive standard reimbursement; and
3. 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.

E. 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:

1. 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 Consortium member county an invoice indicating the amount of CAPI assistance payments issued by the County of San Mateo on behalf of the member county;
2. Within ten (10) business days of receipt of the CAPI invoice for the previous month, the member county shall issue payments to the County of San Mateo equal to the amount of the invoice. In the event that the County of San Mateo does not receive payment of the full amount within ten (10) business days, the County of San Mateo will not issue CAPI payments for that member county in the following month; and
3. 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.

F. TERM OF AGREEMENT

The Consortium, upon consensus, may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits 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.

1. This Agreement shall be for a period of 4 years, from July 1, 2018 through June 30, 2022.
2. 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 from the officer or an authorized signatory agent designated in the signature section of this Agreement and sent to San Mateo County Human Services Agency Director, Nicole Pollack or her successor at 1 Davis Drive, Belmont, CA 94002

G. INDEMNITY

The member counties agree to defend, hold harmless and indemnify the County of San Mateo, and its officers and employees, from any and all claims that arise out of its service as the Consortium's Fiscal Agent, resulting from: 1) the administration, acceptance, processing, or transmittal of applications from the member counties regarding the CAPI program, except as to intentional wrongful acts of the County of San Mateo, its officers and/or its employees; and/or 2) the negligent or intentional wrongful acts or omissions of the member counties, their officers, and/or employees.

The County of San Mateo shall defend, save harmless and indemnify the member counties, their officers and employees from any and all claims for injuries or damage to persons and/or property resulting from the negligent or intentionally wrongful acts or omissions of the County of San Mateo, its officers and/or employees, acting in its capacity as the Fiscal Agent for the Consortium.

In the event of concurrent negligence of the County of San Mateo, its officers and/or employees, and any member county, its officers and/or employees, 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.

H. MISCELLANEOUS PROVISIONS

1. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement; and

2. This Agreement is entire and contains all the terms and conditions agreed upon by the Parties. No alteration or variation shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or Agreement shall be binding on the Parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written.

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ALAMEDA COUNTY

By _____
Lori Cox, Agency Director
Name, Title & Date

MARIN COUNTY

By _____
Damon Connolly, Director
Name, Title & Date

MONTEREY COUNTY

By _____
Luis A. Alejo, Supervisor
Name, Title & Date

CONTRA COSTA COUNTY

By _____
Kathy Gallagher, EHSD Director
Name, Title & Date

MERCED COUNTY

By _____
Scott Pettygrove, Director, Human Services Agency
Name, Title & Date

SANTA CRUZ COUNTY

By _____
Ellen M. Timberlake, Human Services Department Director
Name, Title & Date

Reviewed as to fiscal provisions

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Auditor-Controller
County of Monterey 7-2-18

AB
ABerstein
Dep CEO
7-2-18

SOLANO COUNTY

By

Gerald R. Huber, Director of Health and Social Services

Name, Title & Date

STANISLAUS COUNTY

By

Kathryn Harwell, Director

Name, Title & Date

SONOMA COUNTY

By

Karen Fies, Director

Name, Title & Date