



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Services Agency



DATE: February 16, 2012
BOARD MEETING DATE: February 28, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Beverly Beasley Johnson, J.D., Director, Human Services Agency

SUBJECT: Agreement with Consortium Counties for the Cash Assistance Program for Immigrants (CAPI) Program

RECOMMENDATION:

Adopt a Resolution authorizing the:

- A. President of the Board to execute an Agreement with the Bay Area Cash Assistance Program for Immigrants (CAPI) Consortium identified as the Counties of: San Mateo, Alameda, Contra Costa, Marin, Merced, Monterey, Santa Cruz, Solano, Sonoma and Stanislaus, for the purpose of the County of San Mateo to act as the Fiscal Agent in making payments on behalf of the Consortium Counties and as specified by the state to eligible CAPI recipients for the term of July 1, 2011 through June 30, 2014; and
- B. Director of the Human Services Agency or the Director's designee to execute contract amendments which modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions as set by the state.

BACKGROUND:

Since 2000, the County of San Mateo has participated in the Bay Area Consortium, a multi-county consortium to administer CAPI, and has taken on the Fiscal Agent responsibility. CAPI is a 100% state funded program that provides cash assistance to legal immigrants who are not eligible for Supplementary Security Income/State Supplementary Payment (SSI/SSP) benefits solely due to the immigrant provisions of the Welfare Reform Law. The program is based on the federal regulations promulgated by the Social Security Administration for the SSI program. Grant amounts are \$10.00 less than the SSI/SSP levels. The counties of San Mateo, Alameda, Contra Costa, Marin, Merced, Monterey, Santa Cruz, Solano, Sonoma, and Stanislaus have collaborated to establish the Bay Area CAPI Consortium. On March 21, 2000, the County of San Mateo's Board of Supervisors approved the first Agreement to establish the Consortium. The member counties now wish to enter into a new Agreement for

the term of July 1, 2011 to June 30, 2014.

DISCUSSION:

As the Fiscal Agent for the Bay Area CAPI Consortium, the County of San Mateo is responsible for determining eligibility and administering state funding to eligible recipients for all ten Consortium Counties. The County of San Mateo's responsibility is to make payments contingent upon the receipt of funds from the state. In the case of a budget impasse Consortium Counties are responsible for advancing funds to the County of San Mateo to make payments to their recipients.

There has been a delay in executing this Agreement as negotiations had to be conducted and signatures obtained from nine other counties.

County Counsel has reviewed and approved the Agreement and Resolution as to form and Risk Management has waived the Contractor's insurance. The County Manager's Office has approved a waiver for Equal Benefits, Non-Discrimination and Jury Services Ordinance, as this is a cooperative Agreement and the nine other surrounding counties are exempt.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by collaborating with counties to administer a program that provides cash assistance and benefits to legal immigrants in need and improves the quality of life. It is estimated that 90% of CAPI applications will be approved timely in FY 2011-12 and by working with Consortium Counties that the number of those applications not approved on time will decrease over the term of the Agreement. The standard set by the state for applications approved on time is 90%. The County meets or exceeds that performance measure.

Performance Measure(s):

Measure	FY 2011-12 Estimated	FY 2012-13 Target	FY 2013-14 Target
Percentage of CAPI applications approved timely (within 60 days)	90%	91%	92%

FISCAL IMPACT:

The term of this Agreement is July 1, 2011 through June 30, 2014. All CAPI payments, administrative costs and other CAPI related expenditures are fully funded by the state. In the event of a state budget impasse, the consortium counties will advance their County's share of CAPI funds, thus resulting in San Mateo County only being responsible for its own CAPI costs. Appropriation is included in the Adopted Budget for FY 2011-12 and will be included in the Recommended Budget for FY 2012-13 and FY 2013-14. There is no Net County Cost.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING THE (A) PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH THE BAY AREA CASH ASSISTANCE PROGRAM FOR IMMIGRANTS (CAPI) CONSORTIUM IDENTIFIED AS THE COUNTIES OF: SAN MATEO, ALAMEDA, CONTRA COSTA, MARIN, MERCED, MONTEREY, SANTA CRUZ, SOLANO, SONOMA AND STANISLAUS, FOR THE PURPOSE OF THE COUNTY OF SAN MATEO TO ACT AS THE FISCAL AGENT IN MAKING PAYMENTS ON BEHALF OF THE CONSORTIUM COUNTIES AND AS SPECIFIED BY THE STATE TO ELIGIBLE CAPI RECIPIENTS, FOR THE TERM OF JULY 1, 2011 THROUGH JUNE 30, 2014; AND (B) DIRECTOR OF THE HUMAN SERVICES AGENCY OR THE DIRECTOR'S DESIGNEE TO EXECUTE CONTRACT AMENDMENTS WHICH MODIFY THE CONTRACT TERM AND/OR SERVICES SO LONG AS THE MODIFIED TERM OR SERVICES IS/ARE WITHIN THE CURRENT OR REVISED FISCAL PROVISIONS AS SET BY THE STATE

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on March 21, 2000, by Resolution No. 63488, the Board of Supervisors established the Bay Area Cash Assistance Program for Immigrants ("CAPI") Consortium. The current members of the consortium are the counties of Alameda, Contra Costa, Marin, Merced, Monterey, San Mateo, Santa Cruz, Solano, Sonoma and Stanislaus, which provides cash assistance to blind, aged and disabled legal immigrants who are not citizens and who are not eligible for Supplemental Security Income/ State Supplemental Payment (SSI/SSP) benefits, and;

WHEREAS, the consortium counties wish to appoint the County of San Mateo as the administrator of state funds for the CAPI program; and

WHEREAS, the County of San Mateo as the administrator of state funds will

issue to Consortium County participants that are eligible for the CAPI program, payments based on federal regulations promulgated by the Social Security Administration; and

WHEREAS, such payments are contingent upon the receipt of state funds; and

WHEREAS, the Director of the Human Services Agency or the Director's designee desire to execute contract amendments which modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions as set by the state; and

WHEREAS, this Board has been presented with a form of such Agreement, and said Board has examined and approved it as to both form and content and desires to enter into same.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the

A. President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

B. Director of the Human Services Agency or the Director's designee is authorized to execute contract amendments which modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions as set by the state; and

* * * * *

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

THIS AGREEMENT, entered into this _____ day of _____, 2011, 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 member counties.”

W I T N E S S E T H:

WHEREAS, W&I §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 above have formed a consortium for the efficient and effective CAPI administration which expired on June 30, 2011; and

WHEREAS, the County of San Mateo is a member of the Consortium and has agreed to continue as the Fiscal Agent to the consortium; and

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

A. PURPOSE OF AGREEMENT

Identify the counties that wish to continue participating 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 member counties. CAPI is a program which 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 immigrant provisions of Public Law 104-193 and its amendments.

The County of San Mateo is the Fiscal Agent for the Bay Area CAPI Consortium. The member counties will accept the initial CAPI application from clients, and forward the applications to the County of San Mateo for processing.

B. RESPONSIBILITIES OF THE COUNTY OF SAN MATEO

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

- Follow-up with clients on information requested by the residence county necessary to determine eligibility for CAPI;
- Send request to clients for any additional information/verifications needed to process

- application;
- Make necessary CalWIN entries;
- Scan all Client documents/cases and make available to the member counties in a standard image format or DVD, when requested.
- Determine CAPI eligibility and approve or deny applications;
- Issue CAPI payments to clients 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);
- Revise budgets based on reported changes by clients;
- Maintain necessary fiscal records related to program administration;
- Gather required statistical information required by the state from CalWIN;
- Process reimbursement from SSA for all CAPI payments made to CAPI clients who have been approved for SSI and ensure such reimbursement is forwarded to the state;
- Respond to 1-800 calls from clients and the member counties;
- Prepare a position paper to be presented by the member counties at fair hearings;
- 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 connection with the administration of CAPI.

C. RESPONSIBILITIES OF MEMBER COUNTIES

The member counties will:

- Notify the County of San Mateo if SSI is approved or denied for CAPI clients from its county;
- Screen applicants for potential CAPI eligibility;
- Assist applicants in completing application packets which may include:
 - SAWS 1
 - Statement of Facts
 - CAPI Supplemental Application Form
 - Living Arrangement and Household Expenses;
- Complete Disability Eligibility Determination form, send copy of coversheet to County of San Mateo and advise of final decision;
- Obtain form for release of information;
- Give clients verification checklist;
- Give applicants CAPI informational handouts;
- Advise clients that application will be processed by the County of San Mateo in its capacity as Fiscal Agent in the CAPI consortium;
- Advise clients of 1-800 number to obtain information related to CAPI;
- Copy SAWS 1 and MC210 for clients applying for Medi-Cal or SAWS 2;
- Date, stamp and send application forms (or copies) and any additional information/verification in pre-addressed envelope to County of San Mateo (this includes any applicable verifications already in county possession). Note: Clients maybe advised to bring certain documents, i.e., verification of immigrant status, into their county office to avoid mail loss/expense of certified mail. Residence county will copy and forward to the County of San Mateo;

- Respond promptly to the County of San Mateo/client requests for documentation assistance to clients;
- Forward via e-mail or fax any additional information provided/reported;
- Complete application process for other programs (Medi-Cal, CalWorks, General Assistance);
- Provide advocacy services to clients, if able to do so;
- Represent the County of San Mateo at local fair hearings and present the County of San Mateo's position paper; and
- Investigate 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.

D. FISCAL RESPONSIBILITY

The County of San Mateo will apply to the State of California for, receive 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, if and when the corresponding CAPI payments have been received by the County of San Mateo, the County of San Mateo will follow the following procedure for clients to whom General Assistance (GA) has been paid:

- Reimburse other consortium members for General Assistance (GA) they have paid to clients in any month in which it is subsequently determined that the client is eligible for and receives CAPI benefits;
- The difference between the full CAPI award amount and the GA amount paid to clients will be remitted to clients. This is contingent upon the participating 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 if and when clients are determined eligible for CAPI. Upon receipt of such notification, consortium member counties will not be reimbursed for GA provided to clients for month(s) following consortium county member's receipt of said notification, except for those instances where the consortium member counties has already processed the next scheduled GA payment to clients, prior to the receipt of said notification from the County of San Mateo; and
- If and when the corresponding CAPI payments have been received by the County of San Mateo, the County of San Mateo will reimburse the member counties for the GA already paid to 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 said 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:

- Within five (5) business days of the close of any month for which the County of San Mateo has issued CAPI assistance payment utilizing the County of San Mateo's funds, the County of San Mateo will issue to each consortium county an invoice indicating the amount of CAPI assistance payments issued by the County of San Mateo on behalf of each county;
- Within ten (10) business days of receipt of the CAPI invoice for the previous month, each involved member counties 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 county in the following month; and
- 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 each member county issued to the County of San Mateo under this Agreement.

F. TERM OF AGREEMENT

The Consortium 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 said unavailability of outside funding.

- This Agreement shall be for a period of July 1, 2011 through June 30, 2014;
- Any county may withdraw from the Consortium upon thirty (30) days written notice to the other parties;
- 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
- This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alternation 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.

G. INDEMNITY

The participating member counties on whose behalf this Agreement is signed shall defend, save harmless and indemnify the County of San Mateo, its officers and employees, from any and all claims which arise out of its service as the Consortium's Fiscal Agent which result from either: 1) the administration, acceptance, processing, or transmittal of applications from the participating county, and/or 2) the negligent or intentionally wrongful acts or omissions of the participating member counties, their officers and/or employees.

The County of San Mateo shall defend, save harmless and indemnify the participating member counties, their officers and employees from any and all claims for injuries or damage to persons and/or property which result 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 of the participating counties, their officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which 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.

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 _____

Title & Date

MARIN COUNTY

By _____

Title & Date

MONTEREY COUNTY

By _____

Title & Date

CONTRA COSTA COUNTY

By _____

Title & Date

MERCED COUNTY

By _____

Title & Date

SANTA CRUZ COUNTY

By _____

Title & Date

SOLANO COUNTY

By_____

Title & Date

STANISLAUS COUNTY

By_____

Title & Date

SONOMA COUNTY

By_____

Title & Date

Long Form Agreement/Business Associate v 6/28/06