

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

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “MOU,” is made and entered into as of July 1, 2025, by and between the County of Sacramento Department of Human Assistance, hereinafter referred to as “COUNTY,” and County of Mendocino Department of Social Services, a political subdivision of the State of California, 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/State Supplementary Payments (SSI/SSP); 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 to receive SSI/SSP; 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/SSP 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; and,

WHEREAS, the Sacramento County Department of Human Assistance 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 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 ineligible for 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 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.

III. TERM

The term of this Memorandum of Understanding shall be effective July 1, 2025, until terminated by one or both parties.

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 in CalSAWS 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 reports to CONSORTIUM MEMBER as needed.
 15. Complete and submit required CAPI reports for CDSS.
 16. Obtain form SSP 14 from applicants.
 17. Notify CONSORTIUM MEMBER when SSI is approved or denied.
 18. Distribute SSI retroactive payment to CONSORTIUM MEMBER and to CAPI.
 19. Distribute CAPI retroactive payments to CONSORTIUM MEMBER and to CAPI recipient.
 20. Write the position statement for state 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.

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2. Provide a Pub 13 to the applicant in their primary language.
3. Complete a CAPI application packet for potentially eligible applicants. A complete application includes the:
 - a. SOC 814, CAPI Statement of Facts (copy acceptable)
 - b. SOC 453, Living Arrangement and Household Expenses
 - c. SOC 455, CAPI State Interim Assistance Reimbursement Authorization (for General Assistance/General Relief recipients only)
 - d. Proof of Supplemental Security Income application status
 - e. SC 106A/B Language and Cultural Preference and Request for Reasonable Accommodation Form
 - f. CAPI 1000 34F – Request for Special Skills Supplement
 - g. Copy of original immigration documents
 - h. Copies of verification provided by the applicant
4. Date stamp the SOC 814 on the day received.
5. Send the completed application packet to:

NSOCC
Department of Human Assistance
5747 Watt Ave
North Highlands, CA 95660
Or Fax: 916-874-2245 or Secure E-mail
DHA-CAPI-APPS@saccounty.gov

6. 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 1-800-929-8118 and local number is 916-874-3530
 - 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.
7. Notify COUNTY when SSI is approved or denied.
8. Provide additional assistance to applicant including, but not limited to, copying verifications and forwarding to NSOCC, and completing the application forms.
9. Respond to NSOCC within 24 hours, 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 MOU, caused in whole or part by any negligent or willful act or omission of CONSORTIUM MEMBER, its officers, agents,

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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 requested to make any deductions or withholdings from the compensation payable to CONSORTIUM MEMBER under the provisions of the MOU. 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 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 to 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 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 MOU.

VIII. ALTERATION OF TERMS

It is mutually agreed that this MOU may be modified or amended upon the written mutual 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 Notice to other agency shall be addressed as follows:

DIRECTOR
County of Sacramento
Department of Human Assistance
1825 Bell Street, Suite 200
Sacramento, CA 95825

DIRECTOR
County of Mendocino
Department of Social Services
PO Box 1060
Ukiah, CA 95482

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding.

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

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

By Ethan E. Dye
Ethan E. Dye, Director
Department of Human Assistance or
Designee as per S.C.C. 2.61

By See pages following
DeNeese Parker, Director
Department of Social Services

Date 4/16/2026

Date _____

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: See pages following
DeNeese Parker,
Social Services Director

Date: _____

Budgeted: Yes
Budget Unit: 5010
Grant: No
Grant No.: N/A

COUNTY OF MENDOCINO

By: _____
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: _____

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: _____
Deputy

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 04/15/2026

CONTRACTOR/COMPANY NAME

By: Ethan E. Dye
Ethan E. Dye, Director

Date: 4/16/2026

NAME AND ADDRESS OF CONTRACTOR:

County of Sacramento
Department of Human Assistance
1825 Bell Street, Suite 200
Sacramento, CA 95825
916-875-3619
DyeE@saccounty.gov

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: [Signature]
COUNTY COUNSEL

Date: 04/15/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee


Date: 04/15/2026

Signatory Authority: \$0-25,000 Department; \$25,001-\$75,000 Purchasing Agent; \$75,001+ Board of Supervisors

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IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
DeNeese Parker,
Social Services Director

Date: 4/17/2026

Budgeted: Yes
Budget Unit: 5010
Grant: No
Grant No.: N/A

CONTRACTOR/COMPANY NAME

By: Ethan E. Dye
Ethan E. Dye, Director


Date: 4/16/2026

NAME AND ADDRESS OF CONTRACTOR:

County of Sacramento
Department of Human Assistance
1825 Bell Street, Suite 200
Sacramento, CA 95825
916-875-3619
DyeE@saccounty.gov

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY OF MENDOCINO

By: 
BERNIE NORVELL, Chair
BOARD OF SUPERVISORS

Date: 05/05/2026


ATTEST:

DARCIE ANTLE, Clerk of said Board

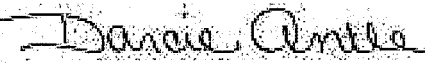
By: 
Deputy 05/05/2026

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: 
Deputy 05/05/2026

INSURANCE REVIEW:

By: 
Risk Management

Date: 04/15/2026

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: 
COUNTY COUNSEL

Date: 04/15/2026

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 04/15/2026

Signatory Authority: \$0-25,000: Department; \$25,001-\$75,000: Purchasing Agent; \$75,001+ Board of Supervisors

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding.

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a political Subdivision of the State of California

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a political Subdivision of the State of California

By Ethan E. Dye
Ethan E. Dye, Director
Department of Human Assistance or
Designee as per S.C.C. 2.61

By DeNeese Parker
DeNeese Parker, Director
Department of Social Services

Date 4/16/2026

Date 4/17/2026