

County of San Diego, Health and Human Services Agency (HHSA) Processing Guide

Completion of Grant of Lien Form

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Purpose:

To provide staff instruction regarding the completion of the Grant of Lien form.

Background:

County Medical Services (CMS) and General Relief (GR) applicants must complete and sign a Grant of Lien as a condition of eligibility.

Policy:

Complete the lien with the applicant following the requirements in CMSPG 06.06, GRPG 90-300.14, and the CMS and GR Programs Grant of Lien Eligibility Policy and Procedures Guide.

Actions:

The following actions apply for completing the CMS Grant of Lien (CMS-122) and GR Grant of Lien (11-22 HHSA) forms.

Item	Title	Action
1	Case Name	Clearly print applicant's full name (last name, first name, middle name).
2	Case Number	Clearly print the Member ID/Case Number.
3	AKA(s) for Applicant	Clearly print all other name(s) the applicant uses or used in the past. If driver's license or Social Security card has a different name or spelling, maiden name or previous married name, clearly print them here.
4	Spouse Information	Clearly print the spouse's full name (last name, first name, middle name), if applicable. If divorced or legally separated, this section is not applicable but documentation is required.
5	AKA(s) for Spouse	Clearly print all other name(s) the spouse uses, or used in the past, if applicable.
6	Marital Status	Check the appropriate box and confirm if AKA information is required.
7	Lien Upon Property Information	Check the appropriate box(es). Check the "Other Person(s)" box if there is another person on the title of the home who is not the spouse (mother, aunt, etc.) and clearly print the name (first, middle and last) and relationship.
8	Applicant Signature	Customer's legal signature is acceptable. Compare signature with identification document.
9	Applicant Name	Clearly print applicant's full name (Same as written in Item 1).
10	AKA(s) for Applicant	Applicant must sign AKA name(s).
11	Applicant Address	Clearly print complete address where the applicant lives which may be different from the Real Property owned. If homeless, print, "homeless."
12	Spouse Signature	Spouse's legal signature, if applicable.
13	Spouse Name	Clearly print the spouse's full name, if applicable (Same as written in Item 4).
14	AKA(s) for Spouse	Spouse signs AKA name(s), if applicable.

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15	Spouse Address	Clearly print complete address of where the spouse lives. If homeless, print, "homeless."
16	Property Description	<ul style="list-style-type: none"> • If no property is owned, write, "None." • Clearly list any property (Single Family Residence, Duplex, Condominium, etc.) that the applicant/spouse owns. • Add property address if different than the home address listed in Item 10.
17	Date	Clearly print date Lien signed.
18	Deputy County Clerk or Notary Public Name	Clearly print Deputy County Clerk or Notary Public name (and line through the non-applicable title on CMS-122). (Example: A Deputy County Clerk would line through Notary Public.)
19	Applicant and Spouse Name and AKA(s)	Clearly print full name of the applicant (same as in Item 1).
20	Deputy County Clerk or Notary Public Signature	Signature of the Deputy County Clerk or Notary Public (and line through the non-applicable title on CMS-122). Same as in Item 18.
21	Deputy County Clerk or Notary Public Signature	Signature of the Deputy County Clerk or Notary Public name (and line through the non-applicable title on CMS-122). Same as in Items 18 and 20.
22	Date	Print date Deputy County Clerk or Notary Public witnessed the form.
23	Seal	Deputy County Clerk or Notary Public seal must not bleed through the document text, and all letters and numbers must be fully legible.

Note: A Certificate of Acknowledgement is acceptable in lieu of a Notary Public signature on the CMS-122, if the certificate:

- Is signed and dated by a Notary Public
- Contains the Grant of Lien form title for the applicable program.

Acceptance and Forwarding Grant of Lien:

Grants of Lien presented the San Diego County Recorder's Office for recording must be correctly completed and fully legible to reproduce a readable photographic record.

Corrective Action Grant of Lien Returns:

Grants of Lien not meeting the completion requirements will be returned to the worker to take the necessary corrective action to obtain a new Grant of Lien from the customer.

Release Date:

12/06/2016

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

County of San Diego
Office of Revenue Recovery
5530 Overland Avenue, Suite 310
San Diego, CA 92123

AND WHEN RECORDED MAIL TO:

Mail Stop: O-60

THIS SPACE FOR RECORDER'S USE ONLY

COUNTY MEDICAL SERVICES (CMS) GRANT OF LIEN
COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY

CASE NAME (1) _____ CASE NO. (2) _____
(CLEARLY PRINT Last Name, First, Middle)

AKA(s) (3) _____
(CLEARLY PRINT Last Name, First, Middle)

SPOUSE'S NAME (4) _____ AKA(s) (5) _____
(CLEARLY PRINT Last Name, First, Middle) (CLEARLY PRINT Last Name, First, Middle)

MARITAL STATUS: Never Married Divorced Widowed Married, But Separated Married, Not Separated (6)

In accordance with provisions of law of the State of California, the undersigned hereby grants to the County of San Diego a lien upon any real property in which the undersigned has or holds any right, title or interest, and all other real property in which the undersigned may acquire any right, title or interest in the future, situated in the State of California, or elsewhere, for the amount of all sums of money and the reasonable value of any other property for services heretofore and hereinafter advanced by the County of San Diego for services under the County Medical Services Program from the effective date of your application and all continuous periods of eligibility to: (check applicable box[es]): (7)

The undersigned or to the spouse

Other person(s), as follows: _____
(CLEARLY PRINT Name and Relationship)

The lien shall not be enforceable against your home (1) during your lifetime or that of your spouse, or (2) during the minority of your children if they reside in the home, or (3) during the lifetime of any dependent adult child who resides in the home and who is incapable of self-support because of mental or physical disability. If you desire to sell your home against which a lien has been imposed the County shall release its lien against the original home and transfer it to the new home, provided that it finds that its security will not be impaired. If you want to borrow money for the purpose of making improvements to your home, using your home for security, the County shall subordinate its lien to the mortgage or other security interest given for the loan, if the County finds that its security will not be impaired.

Any lien taken by the County for care shall be released immediately when the amount owing the County for that care is paid.

This agreement shall be binding upon the undersigned, his/her successors, heirs and assigns.

I hereby authorize the grantee to append to this instrument a description of any real property located in the State of California or elsewhere of which I am the assessed owner.

(8) _____
Signature

Signature

(9) _____
Name (CLEARLY PRINT Last Name, First, Middle)

Name (CLEARLY PRINT Last Name, First, Middle)

(10) _____
AKA(s) (CLEARLY PRINT Last Name, First, Middle)

AKA(s) (CLEARLY PRINT Last Name, First, Middle)

(11) _____
Address

Address

City State Zip Code

City State Zip Code

PROPERTY DESCRIPTION: (16)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On (17) before me, (18), County Clerk/Notary Public, personally appeared
(Date) (CLEARLY PRINT Name)

(19)

(CLEARLY PRINT Last Name[s], First, Middle and AKA[s])

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: (20) County Clerk/Notary Public (23)

This is to certify that any interest in real property conveyed by the foregoing Grant of Lien to the County of San Diego, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the County Clerk pursuant to authority conferred by resolution of the Board of Supervisors adopted on February 24, 1970, and the grantee consents to recordation thereby of its duly authorized officer.

Signature: (21) County Clerk/Notary Public Date: (22)

PLEASE COMPLETE THIS INFORMATION.

RECORDING REQUESTED BY:

County of San Diego
Office of Revenue Recovery
5530 Overland Ave., Suite 310
San Diego, CA 92123

AND WHEN RECORDED MAIL TO:

O-60

THIS SPACE FOR RECORDER'S USE ONLY

**GENERAL RELIEF (GR) GRANT OF LIEN
COUNTY OF SAN DIEGO
HEALTH AND HUMAN SERVICES AGENCY**

CASE NAME (1) _____ CASE NO. (2) _____

AKA (3) _____

SPOUSES NAME (4) _____ AKA (5) _____

MARITAL STATUS: Never Married Divorced Widowed
 Married, But Separated Married, Not Separated(6)

In accordance with provisions of law of the State of California, the undersigned hereby grants to the County of San Diego lien upon any real property in which the undersigned has or holds any right, title or interest, and all other real property in which the undersigned may acquire any right, title or interest in the future, situated in the State of California, or elsewhere, for the amount of all sums of money and the reasonable value of any other property or services heretofore and hereinafter advanced by the County of San Diego under the General Relief Program to: [check applicable box(es)]:

- (7)
- The undersigned or to the spouse.
 - Other person (s), as follows: (Give name and relationship) _____

The lien shall not be enforceable against your home (1) during your lifetime or that of your spouse, or (2) during the minority of your children if they reside in the home, or (3) during the lifetime of any dependent adult child who resides in the home and who is incapable of self-support because of mental or physical disability. If you desire to sell your home against which a lien has been imposed the County shall release its lien against the original home and transfer it to the new home, provided that it finds that its security will not be impaired. If you want to borrow money for the purpose of making improvements to your home, using your home for security, the County shall subordinate its lien to the mortgage or other security interest given for the loan, if the County finds that its security will not be impaired.

Any lien taken by the County for care shall be released immediately when the amount owing the County is paid.

This agreement shall be binding upon the undersigned, his/her successors, heirs and assigns. Furthermore, the benefits of the statute of limitations relating to the collection of such indebtedness or enforcement of this lien are hereby forever waived.

I hereby authorize the grantee to append to this instrument a description of any real property located in the State of California or elsewhere of which I am the assessed owner.

Signed (8) _____

Signed _____

Print Name (9) _____

Print Name _____

Signed AKA_(10) _____

Signed AKA _____

Print AKA _____

Print AKA _____

Address (11) _____

Address _____

City State Zip Code

City State Zip Code

Signed (12) _____

Signed _____

Print Name (13) _____

Print Name _____

Signed AKA_(14) _____

Signed AKA _____

Print AKA _____

Print AKA _____

Address (15) _____

Address _____

City State Zip Code

City State Zip Code

PROPERTY DESCRIPTION: (16)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA) (23)
)SS

COUNTY OF SAN DIEGO)

On (17) _____ before me, (18) _____ (Deputy County Clerk), personally appeared

(19) _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: (20) _____

This is to certify that the interest in real property conveyed by the foregoing Grant of Lien to the County of San Diego, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the County Clerk pursuant to authority conferred by resolution of the Board of Supervisors adopted on February 24, 1970, and the grantee consents to recordation thereby of its duly authorized officer.

By: (21) _____
County Clerk

Dated: (22) _____
County of San Diego
Health and Human Services Agency