

# RESOLUTION No. 20-328

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### **RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE NEVADA COUNTY PUBLIC DEFENDER (PD) AND THE DEPARTMENT OF SOCIAL SERVICES (DSS) RELATING TO DEVELOPING COLLABORATIVE SERVICES TO ASSIST MUTUAL CUSTOMERS IN THE EXPUNGEMENT AND REDUCTION OF LEGAL RECORDS FISCAL YEAR 2019/20 IN THE MAXIMUM AMOUNT OF \$81,697**

WHEREAS, the purpose of this agreement is to develop collaborative services to assist mutual customers in the expungement and reduction of legal records; and

WHEREAS, the Department of Social Services and the Department of Public Defender desire to enter into a collaborative Agreement whereby the Department of Social Services will provide reimbursement to Department of Public Defender recipients who are receiving Public Defender case management services; and

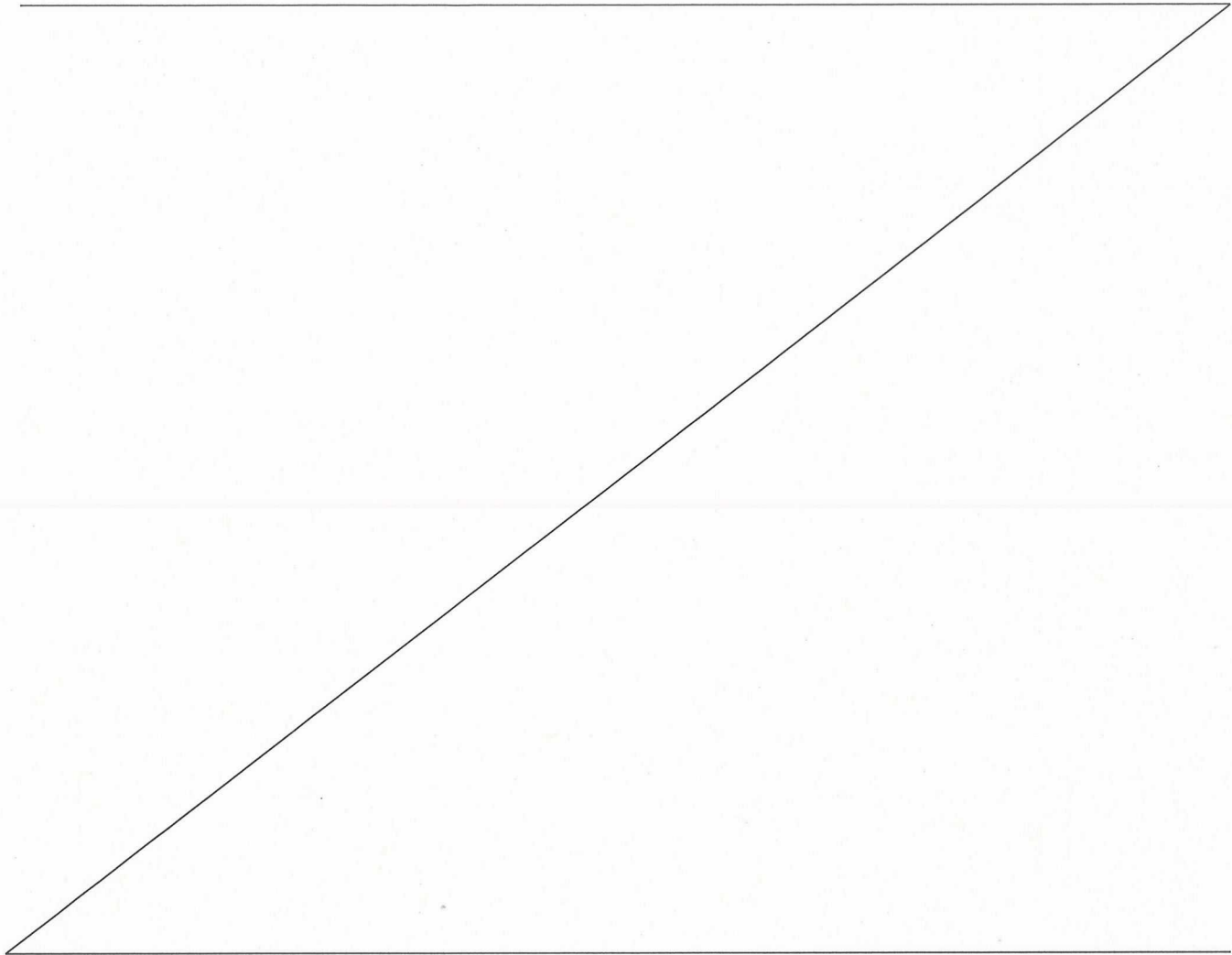
WHEREAS, the Department of Social Services receives funding from the State of California for t CalFresh, CalWORKs and Medi-Cal participants that can assist low-income residents with supportive opportunities and services; and

WHEREAS, the goal of this service is to ease the barriers faced by PD clientele and will help to increase self-sufficiency by opening the door to receive additional County services as well as opportunities in the community; and

WHEREAS, a coordinated services approach will enable both DSS and Department of Public Defender to develop collaborative services to assist mutual customers with reducing legal barriers to attaining self-sufficiency, and by opening the door to receive additional County services as well as opportunities in the community.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Memorandum of Understanding (MOU) by and between the Department of Public Defender and the Nevada County Department of Social Services for funding Department of Public Defender Case Management services and Administrative fees up to the maximum amount of \$81,697 for the term of July 1, 2019 through June 30, 2020 be and hereby is approved and that the Board of Supervisors authorizes the Director of the Department of Social Services and the Public Defender to sign said MOU.

Funds from Social Services to be disbursed from account: 1589-50105-494-5001/538551 and funds for the Department of Public Defender to be deposited into revenue account: 0101-20107-671-1000/561551



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of July, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Heidi Hall, Chair

7/28/2020 cc: DSS\*  
PD\*  
AC\*

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE NEVADA COUNTY DEPARTMENT OF SOCIAL SERVICES  
AND THE DEPARTMENT OF PUBLIC DEFENDER**

This Memorandum of Understanding (MOU) is entered between the Department of Social Services (DSS) and the Department of Public Defender (PD). The purpose of this agreement is to develop collaborative services to assist mutual customers in the expungement and reduction of legal records. Easing these barriers will help to increase self-sufficiency by opening the door to receive additional County services as well as opportunities in the community.

**SCOPE OF SERVICES**

**The Public Defender Department shall provide the following services:**

- Provide a list of PD clientele to be cross checked with DSS applicants and recipients to identify customers needing services
- Complete necessary documents to expunge any criminal records of mutual customers
- Complete necessary documents to reduce any felony convictions of mutual customers to misdemeanors
- Contact customers to schedule appointments for any referrals sent from DSS within 10 business days
- Make presentations at DSS customer orientations regarding Public Defender provided services
- Provide all customers with information on how to register to vote

**Documentation and Reporting:**

The Public Defender shall collect and report on the following metrics on a quarterly basis:

- Number of expungement cases filed for customers
- Number of successful expungement cases that were approved
- Number of felony reduction cases filed for customers
- Number of successful convictions reduced from felony to misdemeanor status that were approved
- Number of individual staff hours with supporting documentation (e.g. Intelli-Time time report)
- Coordinate services and ensure appropriate expenditures, billings, and audit requirements are met

**The Social Services Department shall provide the following services:**

- Cross match listing of PD and DSS customers and provide list of mutual customers to PD
- Eligibility staff to offer interviews and determination of CalFresh, CalWORKs, General Assistance, and Medi-Cal benefits for Public Defender customers

**Joint Responsibilities:**

- Both parties will cooperate in resolving any disputes that may arise under this agreement.
- Both parties shall comply with all state and federal laws and regulations concerning safeguarding confidentiality of records and/or information.

**SCHEDULE OF CHARGES AND PAYMENTS**

The maximum obligation for satisfactory performance of services shall not exceed \$81,697 for the entire term of this MOU.

DSS will be charged on a quarterly basis for services rendered.

Charges shall be as follows:

- Org Code: 1589-50105-494-5001 Acct: 538551 PCN: TBD
- Org Code: 0101-20107-671-1000 Acct: 561551 PCN: TBD

**Duration of Agreement:**

The Initial Term of this Memorandum will be from July 1, 2019 through June 30, 2020. Subsequent to the Initial Term, Term will be defined in 12 month increments and this Agreement will remain in effect until terminated.

Either party may terminate this Memorandum by providing ninety days advance written notice of termination to the other party. Upon termination, reimbursement will only be required up to the effective date of termination.

**Contingency:**

Contract maximum is contingent and dependent upon the County's annual receipt of anticipated State/Federal Funds for contract services.

**Billing and Payment Process:**

PD will provide timely submission of fiscal and programmatic documentation of administration metrics pertaining to MOU activities. PD shall submit to DSS by the 20<sup>th</sup> of each month following the quarterly services were rendered. Each invoice shall include:

- Quarterly billing period covered
- Costs of services rendered – identifying total direct costs
- Documentation and Reporting metrics identified in Scope of Services
- To expedite payment, Public Defender shall reference on their invoice the County Resolution Number, which has been assigned to their approved MOU.

PD shall submit invoices to:

Nevada County Department of Social Services  
Attention: DSS Fiscal  
950 Maidu Avenue  
Nevada City, California 95959

DSS shall review each billing for supporting documentation, dates of services and costs of services as detailed previously. Should there be a discrepancy on the billing, DSS will notify PD within fifteen (15) working days if an individual item or group of costs is being questioned. DSS has the option of delaying the entire claim pending resolution of the cost(s). Payments of approved invoices shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.

**Billing and Payment Exception:**

An invoice of services provided for the quarter ending June shall be provided no later than the tenth of July.

We, the undersigned, on behalf of the Nevada County Department of Social Services and Nevada County Department of Public Defender, approve this contract.

\_\_\_\_\_  
Rachel Roos, Director  
Department of Social Services

\_\_\_\_\_  
Keri Klein, Public Defender  
Department of Public Defender

Date: \_\_\_\_\_

Date: \_\_\_\_\_