



# RESOLUTION No. 23-311

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

### RESOLUTION APPROVING EXECUTION OF A RENEWAL MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE NEVADA COUNTY DISTRICT ATTORNEY'S OFFICE (DA) AND THE HEALTH AND HUMAN SERVICES AGENCY - DEPARTMENT OF SOCIAL SERVICES (DSS) FOR DA TO RECEIVE REVENUE FROM DSS, FOR SERVICES RELATED TO WELFARE FRAUD CONTROL IN THE MAXIMUM AMOUNT OF \$25,000 FOR FISCAL YEAR 2023/24

WHEREAS, the Department of Social Services (DSS) receives Federal, State and Local funding to provide CalWORKs, CalFresh and other public assistance programs that assist low income residents of Nevada County; and

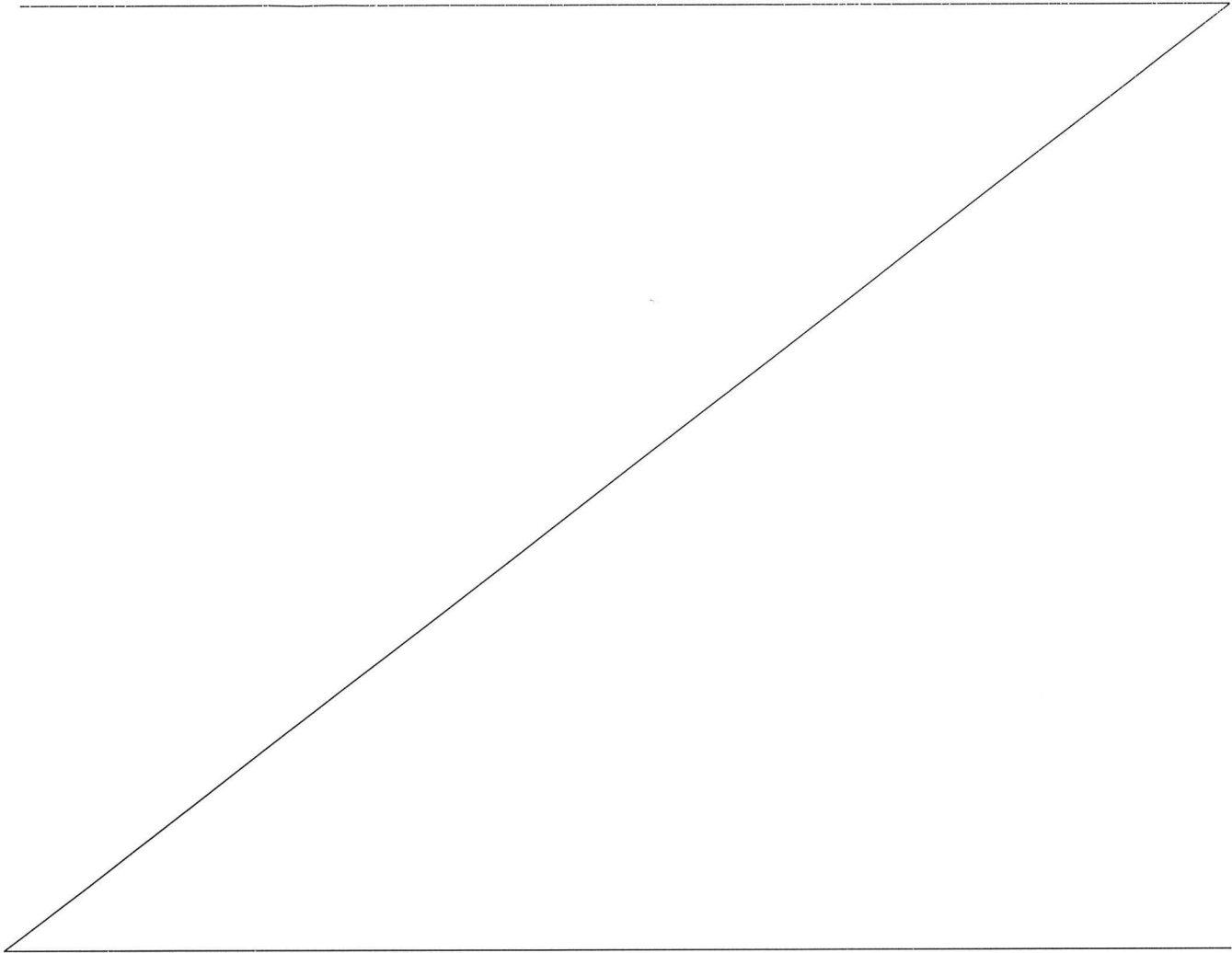
WHEREAS, it is the desire and responsibility of the County and DSS to pursue prevention, detection, investigation and prosecution of fraud perpetrated in the course of public assistance benefit issuance; and

WHEREAS, DSS has determined that the control of welfare fraud can be most efficiently and effectively achieved using an Early Fraud Prevention Team (EFPT) within DSS. If after preliminary investigation by DSS, it is determined that there is potential intentional fraud or criminal activity, the primary responsibility would be transferred to the Nevada County District Attorney's Office (DA) through a cooperative arrangement between DSS and the DA; and

WHEREAS, DSS shall reimburse the DA for their services at the established hourly rate of \$125.53 per hour, which includes the investigators wage, benefits and overhead. Any travel or incidental directly related to investigation will be in addition to the hourly rate.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Memorandum of Understanding by and between the Health and Human Services Agency - Department of Social Services and the County of Nevada Office of the District Attorney pertaining to the provision of welfare fraud services for the term of July 1, 2023 through June 30, 2024, in the maximum amount of \$25,000, be and hereby is approved in substantially the form attached hereto, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Memorandum of Understanding. This MOU is contingent upon the adoption of the Fiscal Year 2023/24 County Budget. The MOU begins on July 1, 2023

Funds from Department of Social Services to be disbursed from account: 1589-50105-494-5001/538560



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27<sup>th</sup> day of June, 2023, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarhout, Susan Hoek and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Edward C. Scofield, Chair

6/27/2023 cc: DSS\*  
AC\* (Hold)  
DA\*

7/05/2023 cc: DSS\*  
AC\* (Release)  
DA\*

**MEMORANDUM OF UNDERSTANDING BETWEEN THE NEVADA  
COUNTY HEALTH AND HUMAN SERVICES AGENCY DEPARTMENT  
OF SOCIAL SERVICES AND THE NEVADA COUNTY DISTRICT  
ATTORNEY'S OFFICE**

This Memorandum of Understanding, (MOU) is entered into on the first day of July 2023 by and between the Health and Human Services Agency, Department of Social Services, hereinafter referred to as "DSS" and the Nevada County District Attorney's Office, hereinafter referred to as "DA."

Nevada County DSS receives Federal, State (all references to "State" in this MOU shall mean the State of California, unless otherwise specified) and Local funding to provide CalWORKS/CalFresh and other public assistance programs. As stewards of these programs, DSS has the responsibility to pursue early prevention, detection, investigation and prosecution of suspected fraud perpetrated in the course of public assistance benefit issuance. Dependent on its CalWORKS caseload, DSS may be required to establish and maintain a special unit for the investigation and/or prevention of suspected fraud within the public assistance programs. Additionally, under a plan of cooperation approved by the California Department of Social Services (CDSS), local DSS offices may refer suspected fraudulent activity to the local prosecuting authority for the coordination, investigation, and prosecution of said cases.

DSS has determined that the control of public assistance fraud in Nevada County can be most effectively and efficiently achieved using an Early Fraud Prevention Team (EFPT) within DSS. As noted, all activities conducted by the participating agencies pursuant to this MOU shall be in accordance with state and federal laws as well as the provisions set forth in the California Department of Social Services Manual of Policies and Procedures including, but not limited to, Divisions 19-21 relating to confidentiality, fraud, civil rights, non-discrimination, and state hearings.

The DSS and DA are both organizational units within the County of Nevada and wish to combine and leverage their intrinsic skills toward the prevention, detection, reporting, investigation, and prosecution of public assistance fraud. Therefore, under this agreement the parties hereto agree as follows:

The DA has the experience and expertise to assess, investigate, and prosecute as appropriate, suspected fraud in public assistance programs. In cooperation with this agreement after exhausting all resource capabilities of the EFPT, DSS may forward any cases of suspected and/or intentional fraud to the DA for further investigation or prosecution. DSS shall provide necessary and/or permissible access to DSS personnel, state and local databases, emails, files, recordings, or other records as requested to allow sufficient review which enables DA Investigators or legal staff to perform the duties outlined by this MOU. Additionally, if needed, DSS personnel will provide written reports outlining the efforts made by the EFPT and testify in court if requested under subpoena. The DA will reciprocate allowed information sharing to DSS for the purpose of case tracking and state reporting.

**Charges and Payments:**

It is mutually understood and agreed upon that the DA's Office shall be reimbursed for their services at the established hourly rate of \$125.53 per hour (in a total amount not to exceed \$25,000), which includes the investigator's wage, benefits and overhead. Any travel or incidental expenses directly related to the investigation will be incremental to the hourly rate. The charges for furnishing the aforesaid services under this MOU shall be presented quarterly by invoice and shall be due within thirty (30) days of receipt. Both parties agree should funding become unavailable for this MOU, all services covered by this agreement shall cease as soon as practical but not later than seven (7) days after the DA receives written notice from the DSS. DSS is however liable for all MOU agreed upon expenses incurred prior to cessation of services.

**Duration of Agreement:**

This MOU will be effective from July 1<sup>st</sup> 2023 and remain in effect through June 30<sup>th</sup> 2024.

**Termination:**

Unless as specified above, either agency may terminate this MOU without cause by providing thirty (30) days written notice to the other of their intent to amend or terminate this agreement.

**Signatures:**

We the undersigned, on behalf of the Nevada County Health and Human Services Agency, Department of Social Services and the Nevada County District Attorney's Office approve this Memorandum of Understanding.

**DEPARTMENT OF SOCIAL SERVICES:**

Rachel Pena, LCSW  
Rachel Pena, LCSW (Jun 15, 2023 09:14 PDT)  
Rachel Peña, LCSW, Director

06/15/2023  
DATE

**DISTRICT ATTORNEY'S OFFICE:**

Jesse Wilson  
Jesse Wilson (Jun 15, 2023 09:16 PDT)  
Jesse Wilson, District Attorney

06/15/2023  
DATE

**HEALTH AND HUMAN SERVICES AGENCY:**

Ryan Gruver  
Ryan Gruver (Jun 19, 2023 07:44 PDT)  
Ryan Gruver, Director

06/19/2023  
DATE

**BOARD OF SUPERVISORS:**

Ed C. Scofield  
Honorable Ed Scofield  
Chair, Board of Supervisors

06/27/2023  
DATE

Attest: Julie Patterson-Hunter  
Julie Patterson-Hunter  
Clerk of the Board of Supervisors

06/27/2023  
DATE