



# **RESOLUTION No. 18-338**

## **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 THE DA TO RECEIVE REVENUE FROM DSS FOR SERVICES RELATED TO WELFARE FRAUD CONTROL**

WHEREAS, the Department of Social Services 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 the Department of Social Services to pursue prevention, detection, investigation and prosecution of fraud perpetrated in the course of public assistance benefit issuance; and

WHEREAS, the Department of Social Services (DSS) has determined that the control of welfare fraud can be most efficiently and effectively achieved and maintained through the maintenance of a Special Investigative Unit (SIU) within DSS, but with the transfer of primary responsibility for the investigation of suspected fraud to the Nevada County District Attorney's Office (DA) through a cooperative arrangement between DSS and DA; and

WHEREAS, DSS shall provide funding for Fraud Investigator hours and overhead costs in the amount of \$150,000; and

WHEREAS, DSS and the DA desire to renew their agreement whereby DSS shall provide funding to enhance DA's ability to provide welfare fraud control services for DSS.

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 control services for the term of July 1, 2018 through June 30, 2019, in the maximum amount of \$150,000 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.

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 10th day of July, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By:  \_\_\_\_\_

 \_\_\_\_\_  
Edward Scofield, Chair

7/10/2018 cc: DSS\*  
DA\*  
AC\*

**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, 2018 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".

**WHEREAS**, the DSS and the DA are both organizational units within the County of Nevada and wish to leverage their intrinsic organizational skills toward the prevention, detection, investigation, prosecution and reporting of public assistance fraud; and

**WHEREAS**, the DSS receives Federal, State and Local funding to provide CalWORKs, CalFresh and other public assistance programs; and

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

**WHEREAS**, dependent on its CalWORKs caseload, DSS may be required to maintain a Special Investigative Unit (hereinafter referred to as "SIU"), may establish an equivalent substitute unit within the County under a plan of cooperation approved by the California Department of Social Services (CDSS) and/or may refer suspected fraud cases to the local prosecuting authority for the investigation and for coordination and cooperation with CDSS; and

**WHEREAS**, the DA has the responsibility, experience and expertise to assess, investigate, and prosecute as appropriate, suspected fraud in public assistance programs; and

**WHEREAS**, County has determined that the control of welfare fraud in County can be most efficiently and effectively achieved and maintained through the maintenance of an SIU within DSS, but with the transfer of primary responsibility for the investigation of suspected fraud to DA, through a cooperative arrangement between DSS and DA, and that said arrangement is therefore in the best interest of the public; and

**WHEREAS**, all activities conducted by Departments pursuant to this MOU shall be in accordance with provisions and procedures as defined and set forth in the California Department of Social Services Manual of Policies and Procedures including Divisions 19-21 relating to Confidentiality, Fraud, Civil Rights, non-discrimination and State Hearings; and

**WHEREAS**, it is mutually understood and agreed upon that should the funding for the purposes of screenings and investigation not be available through the Department of Social Services allocations, this MOU shall be terminated with a 7 day notice, at the request of DSS; and

**WHEREAS**, it is the intent of the parties hereto that all activities conducted under this MOU be in conformity with all applicable Federal, State (all references to "State" in this MOU shall mean the State of California unless otherwise specified), and local laws.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

**Scope of Services:**

The DSS and DA agree to provide all services and joint responsibilities generally described in Exhibit "A".

**Charges and Payments:**

The charges for furnishing the aforesaid Services under this Agreement are set forth in Exhibit "B". Said charges shall be presented quarterly by invoice and shall be due within thirty (30) days of receipt.

**Duration of Agreement:**

This Agreement will be effective from July 1, 2018 and remain in effect through June 30, 2019.

**Termination:**

Either party may terminate the agreement without cause by providing thirty (30) calendar days written notice to the other of their intent to amend or terminate this Agreement.

**Notice:**

Both parties agree that should funding become unavailable for this program, all service covered by this MOU will cease as soon as practicable but no later than seven (7) days after DA receives notice from DSS and that DSS is financially liable for all MOU agreed upon expenses incurred prior to cessation of services.

**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 Agreement.

DEPARTMENT OF SOCIAL SERVICES

DISTRICT ATTORNEY'S OFFICE



Mike Dent, Director

Clifford Newell, District Attorney

Date: 5/24/18

Date: 5/29/2018

HEALTH AND HUMAN SERVICES AGENCY


Michael Heggarty, Director

Date: Michael Heggarty 6/11/2018

BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Honorable Edward Scofield  
Chair, Board of Supervisors

Date: 7/10/18

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

**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**  
**MOU BETWEEN DSS AND DA**

**Department of Social Services shall:**

- Provide a confidential working area for the Investigators and physically secure area to protect against any unauthorized viewing or access to CLETS terminal, or stored/printed data.
- Provide computer(s), DSS eligibility program resources, connectivity to Nevada County, printer(s), phone and necessary supplies for the day-to-day operation of the fraud investigator and legal office assistant positions.
- Reimburse the DA for the following and in accordance with Exhibit "B", Schedule of Charges and Payments and Budget:
  - Direct salary and benefit cost of investigations by assigned staff
  - Direct salary and benefit cost of legal office assistant
  - Direct operating expenses for the welfare fraud office
  - Vehicle fleet costs for fraud investigations for the proportion the vehicle is used in fraud investigations
  - Reasonable costs associated with Investigator trainings related to the CalWORKs fraud program
  - Direct technology costs
  - Provide for an indirect cost rate of ten percent of salary and benefit costs for direct investigative staff and legal office assistant, subject to funding availability. If DSS funding specific to fraud prevention efforts is not sufficient to pay the entire ten percent for indirect costs, then DSS shall pay only the amount that is available.

**Office of the District Attorney shall:**

- Provide direct oversight of the fraud investigation program.
- Legal Office Assistant (LOA) to perform screenings when referred by DSS to identify:
  - a) Any individual that has an active arrest warrant for a probation or parole violation or an active arrest warrant for any felony,
  - b) Any vehicle(s) owned by a referred individual not identified as reported.
- Perform investigations regarding suspected or alleged issues of individuals referred by DSS. Issues may include, but not be limited to, unreported income or property, household composition, care and control of minors or residency.
- Utilize all appropriate resources for screening and investigation.
- Report to DSS on the outcome of each individual screening.
- Provide access to and utilization of CLETS for investigations to ensure compliance with the CA DOJ/FBI policies and regulations including validation requirements for CLETS, the NCIC, the NLETS and the CA DOJ criminal justice databases policies and regulations. Access is only provided to personnel approved by the DOJ Nextest processes.
- Provide quarterly statistics on the number of screenings and investigations and the time associated with each activity.
- Provide invoices for reimbursement not more than monthly or less than quarterly.
- LOA to provide support to investigation and eligibility staff.

**Joint Responsibilities:**

- Both parties shall 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.
- Encrypt or pass code protect information sent via e-mail outside the county system to protect individual client identity.



**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**MOU BETWEEN DSS AND DA**

The maximum obligation of this Agreement for satisfactory performance of services as described in Exhibit "A" shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000) for the Agreement term and shall be based on the following:

**2018/19 Budget:**

• An estimated 2,120 Investigator/Supervisor Hours	\$ 95,274
• An estimated 1,000 Legal Office Assistant Hours	\$ 21,159
• Direct operating expenses for the welfare fraud office	\$ 7,574
• DA Fleet Costs	\$ 10,320
• Investigator Training	\$ 4,030
• Indirect Costs (@ maximum of 10% of Salaries and Benefits)	\$ 11,643
Total Agreement Amount	<u>\$ 150,000</u>

Should modification or changes to the budget line items be needed, and the Department of Social Services' Director and District Attorney mutually approve such changes, a request for budget modification shall be submitted to the Department of Social Services.

The DA shall provide an invoice for reimbursement quarterly. Invoices for reimbursement shall include the following:

- Contract/Resolution Number assigned to the approved Agreement
- Dates/Month services were rendered
- Each investigator's hours with supporting documentation (e.g. Intelli-Time time report)
- Legal Office Assistant hours with supporting documentation (e.g. Intelli-Time time report)
- Fleet vehicle expenses with supporting vehicle usage documentation (e.g. vehicle use journal with miles, dates and times of use)
- Fraud Training expenses with receipts
- Direct technology and operation expenses with supporting documentation
- Indirect expense up to 10% of the total Investigator Salary & Benefit costs included on invoice.

The DA shall submit invoices to:

HHS Administration  
Attn: DSS Fiscal  
950 Maidu Avenue  
Nevada City, California 95959

DSS shall review each billing for supporting documentation. Should there be a discrepancy on the invoice; said invoice shall be returned to DA for correction and/or additional supporting documentation. Payments shall be made in accordance with County processes once an invoice has been approved by the department.