

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY
AND
THE SISKIYOU COUNTY DISTRICT ATTORNEY
FOR PROSECUTION OF CRIMES AGAINST THE CALWORKS AND CALFRESH
PROGRAMS**

This Memorandum of Understanding is entered into by and between the SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY, hereinafter referred to as "HHSA" and the SISKIYOU COUNTY DISTRICT ATTORNEY, hereinafter referred to as "DA", and is entered into on the date signed by all parties to it.

WITNESSETH:

WHEREAS HHSA is responsible for the administration of the Public Assistance programs, including CalWORKs and CalFresh; and

WHEREAS federal and state regulations provide provisions for prosecution of fraud in Public Assistance programs; and

WHEREAS DA has the expertise, and staff to provide services associated with fraud prosecution.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Services:

A. Pursuant to this Memorandum of Understanding (MOU), HHSA shall:

- 1)** Select and refer suspected CalWORKs and/or CalFresh fraud causes, where the overpayment or over-issuance exceeds the agreed upon threshold amount of NINE HUNDRED-FIFTY AND NO/100 DOLLARS (\$950.00), to the DA for review and prosecution pursuant to California Department of Social Services Manual of Policies and Procedures Division 20 regulations and in compliance with Sections 11055.5 and 18902.56 of the Welfare and Institutions Code.
- 2)** Share information regarding an applicant and/or recipient's public assistance case with the DA only as needed for prosecution pursuant to California Department of Social Services Manual of Policies and Procedures Division 19 regulations and in compliance with Welfare and Institutions Code Section 10850.
- 3)** Provide the DA with a copy of all essential data, records and reports pertaining to the case.
- 4)** Ensure the appearance of SIU investigators and other required HHSA employees at hearings and trials

B. Pursuant to this MOU, DA shall:

- 1) With complete prosecutorial discretion, review cases for criminal charges when investigation reveals probably cause exists to suspect fraud against the CalWORKs and/or CalFresh program by one or more beneficiaries of those programs.
 - 2) Notify HHSA in writing if the DA will be prosecuting a referred case or not.
 - 3) Notify HHSA in writing when a welfare fraud case is adjudicated.
2. **Compensation:** To help defray the costs of CalWORKs and CalFresh fraud prosecutions and in consideration for the services to be performed by DA, HHSA agrees to pay DA up to the not exceed amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000/00) per Fiscal Year for the term of the contract. Total not to exceed amount for the term of the contract is ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00).
3. **Billing:** HHSA agrees to pay DA by means of quarterly Inter-governmental Charge (IGC) quarterly if costs related to this MOU have been incurred.

Funding is available for salaries and benefits of prosecutors and their staff while performing CalWORKs and CalFresh criminal and civil prosecutions and appropriate indirect costs. Employees must prepare monthly time studies to be used by HHSA to allocate costs to the appropriate program. Time studies must be completed on a continuous basis each day with time recorded to the appropriate program activity. Time studies are to be submitted to HHSA. For reimbursement direct expenses supporting documentation must be submitted to HHSA.

4. **Term of Memorandum of Understanding:** This Memorandum of Understanding shall commence July1, 2022, and shall continue until June 30,2027, or until terminated by either party as set forth in Section 4 below.

Termination of the Memorandum of Understanding may be effectuated by the Director of HHSA Social Services without the need for action, approval, or ratification of the Board of Supervisors or the County Administrator.

Notwithstanding the termination of this Memorandum of Understanding, either by its own terms or as set forth in Section 5, the provisions of Sections 6 and 7 (Records and Confidentiality, respectively) shall survive such termination.

5. **Termination of Memorandum of Understanding for Convenience of Either Party:** Either party may terminate this Memorandum of Understanding at any time by giving the other party thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination.

6. **Records:** DA shall keep complete and accurate records for the services performed pursuant to this Memorandum of Understanding and shall make such records available to HHSa upon request. Records shall be kept for a period of at least five (5) years after the termination of the Memorandum of Understanding, or until all audits for compliance with terms, conditions and specifications of the Memorandum of Understanding are completed, whichever is later, or for a longer period of time if required by law. DA shall provide all information required by any governmental entity concerning the program or services subject to this Memorandum of Understanding. DA agrees to assure the confidentiality of any records that are required by law to be so maintained.

7. **Confidentiality:** HHSa and DA agree to comply with and require their officers, employees, agents, volunteers, contractors and subcontractors to comply with the provisions of Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 to assure that:
 - A. All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose not directly connected with the purpose of this Memorandum of Understanding. No person shall publish or disclose, or use or permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant for or recipient of public social services.

 - B. DA agrees to inform all of their officers, employees, agents, volunteers, contractors, and subcontractors of the provisions mandated by Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures Division 19 and to further inform them that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

8. **Nondiscrimination:** No person shall be subjected to discrimination on grounds of race, color, national origin, age, political affiliation, religion, marital status, sex, or disability in the investigations and prosecutions covered by this MOU. To this extent, DA agrees to comply with the provisions of the California Department of Social Services' Manual of Policies and Procedures Division 21, which implements the provisions of applicable state and federal civil rights laws. The DA shall ensure that its policies and procedures for administering this program do not have the effect of subjecting individuals to discriminatory treatment or defeating the objectives of these regulations. The DA shall take whatever steps are necessary to fulfill the requirements of this section.

9. **Notice:** Any notices required to be given pursuant to the terms and provisions herein shall be in writing and shall be sent by First Class mail to:

HHSa: Siskiyou County Health and Human Services Agency
Trish Barbieri, Director, Social Services Division
818 South Main Street
Yreka, CA 96097

Phone: (530) 841-2750

DA: Siskiyou County District Attorney
J. Kirk Andrus, District Attorney
311 4th Street, Room 204
Yreka, CA 96097

Phone: (530) 842-8125

10. **Entire Agreement:** This Memorandum of Understanding supersedes all previous Memorandum of Understandings, agreements, and negotiations, whether written or oral, and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by all parties. DA and HHSA specifically acknowledge that in entering into and executing the Memorandum of Understanding, DA and HHSA rely solely upon the provisions contained in this Memorandum of Understanding and no others.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates set forth below, each signatory represents that he/she has the authority to execute this Memorandum of Understanding and to bind the Party on behalf his/her execution is made.

SISKIYOU COUNTY DISTRICT ATTORNEY

DocuSigned by:
By: Kirk Andrus
J. Kirk Andrus, District Attorney

Date: 7/18/2022

SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY

DocuSigned by:
By: Sarah Collard
Sarah Collard, Ph.D. Director

Date: 7/18/2022

COUNTY OF SISKIYOU

Date: _____

BRANDON A. CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:

LAURA BYNUM

Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:

<u>Fund</u>	<u>Organization</u>	<u>Account</u>	<u>Activity Code</u>	<u>Annual NTE</u>	
2120	501010	795000	8088	\$25,000.00	
1006	201160	595000	8088		
<u>NTE</u>	<u>NTE</u>	<u>NTE</u>	<u>NTE</u>	<u>NTE</u>	<u>NTE</u>
<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>TOTAL</u>
\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$125,000.00