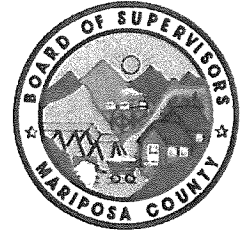


MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-626

MEETING: November 16, 2021
TO: The Board of Supervisors
FROM: Shannon Gadd, Health and Human Services Agency Director
RE: Agreement Between Mariposa County Health & Human Services and Mariposa County Sheriff's Office

RECOMMENDATION AND JUSTIFICATION:

Approve a Purchase of Service Agreement between the Mariposa County Health & Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) to establish and maintain a qualified public assistance fraud investigation unit dedicated to investigating allegations of public assistance fraud and other related crimes; and authorize the Director of HHSA and Department Head of MCSO to sign the Agreement.

HHSA will provide cost reimbursement for MCSO activities, allocating 50% of investigator's salary and benefits costs to the HHSA budget.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

There have been no previous actions by the Board for this item.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Non-approval of the agreement increases the difficulty in maintaining accountability for public assistance funding.

FINANCIAL IMPACT:

This Agreement has no impact to the General Fund.

ATTACHMENTS:

Sheriff Office Service Agreement - HHSA and SO signature (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

**PURCHASE OF SERVICE AGREEMENT
AND PLAN OF COOPERATION AGREEMENT BETWEEN
SHERIFF OFFICE AND HEALTH AND HUMAN SERVICES AGENCY
OF MARIPOSA COUNTY
FOR THE INVESTIGATION OF CRIMES AGAINST THE
CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS, CALFRESH AND OTHER
PUBLIC ASSISTANCE PROGRAMS**

This Agreement is entered into by and between the Mariposa County Health and Human Services Agency (HHSA), and the Mariposa County Sheriff Office (MCSO). This agreement sets forth a Purchase of Service Agreement and plan of cooperation whereby HHSA shall reimburse the MCSO for establishing and maintaining a qualified public assistance fraud investigation unit dedicated to investigate allegations of public assistance fraud and other related crimes referred to the MCSO by the HHSA and the public. In the event of a change in staffing, per State law; this agreement will be modified to reflect that change.

Article 1. Program Provisions — Sheriff Office

For the purpose of obtaining reimbursement for investigation costs pertaining to California Work Opportunity and Responsibility to Kids (CalWORKs) and the CalFresh Program (CFP); and subject to availability of funding and state authorization, investigation of fraud in other related public assistance investigations, the MCSO agrees to:

- A. Establish and maintain a qualified public assistance fraud investigation unit which dedicates an average of 20 hours per week to these investigations.
- B. Represent the County of Mariposa in communications with California Department of Social Services (CDSS) Fraud Bureau management staff, and other appropriate agencies regarding the operation of the public assistance fraud function.
- C. Continue a General Relief fraud investigation effort.
- D. Ensure that MCSO public assistance investigation staff does not wear uniforms.
- E. Abide by the provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.
- F. Maintain confidentiality of records as required by Welfare and Institutions Code (W&IC), Section 10850. The MCSO shall make staff aware of the provisions of this Statute and that violation of it is a misdemeanor.
- G. Refer to the District Attorney's office criminal and/or civil charges against the person or persons shown to have committed crimes against the CalWORKs, CFP, and other public assistance programs, through evidence presented by HHSA subject to the legal and ethical guidelines of the State Bar of California, the Uniform Crime Charging Standards of the California District Attorneys Association and the prosecutorial policies of the DA.
- H. Ensure cooperation with HHSA in establishing and maintaining a vigorous, viable program of CalWORKs, CFP, and other related public assistance fraud control.

- I. Maintain statistical records necessary to provide required reports to CDSS on a timely basis. Forward all CDSS reports to HHSA for review, coordination, and concurrence prior to submission to CDSS by HHSA.
- J. Retain all programmatic records in compliance with Federal and/or State guidelines that may be subject to audit and review for compliance by an agency of the Federal or State government involved in the administration of these programs.

Article 2. Program Provisions — HHSA

For the purpose of maintaining an effective investigation unit housed with the Sheriff Office targeting crimes against CalWORKs, CFP, and other related public assistance programs, HHSA agrees to:

- A. Provide MCSO staff with all appropriate program orientation and training necessary to conduct public assistance investigations in accordance with Federal and State regulations and County and HHSA policies.
- B. Provide MCSO staff with the information needed to conduct public assistance investigations as provided for in Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.
- C. Provide timely overpayment/over issuance computations in all cases of alleged fraud.
- D. Review all referrals received through the DA's Welfare Fraud Hot Line against information contained in the case file, attempt to resolve the referrals, and respond to the DA within the prescribed time frame.
- E. Comply with all other provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual.
- F. Review and/or validate the accuracy of the Fraud Investigation Activity Report prior to its submission to CDSS by HHSA.
- G. Provide MCSO personnel with office space at HHSA district locations in accordance with County office space standards, to allow MCSO personnel to carry out their job functions.

Article 3. Fiscal Provisions

HHSA will provide cost reimbursement for MCSO activities pursuant to this agreement by way of a payroll action form allocating 50% of the investigator's salary and benefit costs to the Social Services budget.

Article 4. Mutual Responsibilities

Designate one management level person in both the HHSA and MCSO Office to serve as liaison for the implementation, operation and evaluation of this agreement.

Article 5. General Provisions

- A. The term of this agreement is from July 1, 2021 through June 30, 2022 and may be renegotiated or extended at the end of the year.. A copy of a re-negotiated or new agreement shall be sent to the CDSS Fraud Bureau.
- B. Upon one hundred and twenty (120) days written notice, either party may cancel this agreement.
- C. This agreement may be amended by mutual consent of both parties.

Article 6. Non-Discrimination

No person shall be subjected to discrimination on the grounds of race, color, national origin, age, political affiliation, religion, marital status, sex, or disability in the investigations covered by this agreement. To this extent, the MCSO agrees to comply with the provisions of Division 20, of the CDSS Confidentiality, Fraud, Civil Rights and State Hearings Manual, which implements the provision of the applicable Federal and State civil rights laws. The MCSO 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 MCSO shall take whatever steps are necessary to fulfill the requirements of this section.

Article 7. Confidentiality Statement


California W&IC, Section 10850, provides for the confidentiality of welfare records and prohibits their being opened for examination for any purpose not directly connected with the administration of public social services or any investigation, prosecution or criminal or civil proceeding conducted in connection with the administration of any such plans or programs. Accordingly, courts, law enforcement officials, public assistance investigators or duly-appointed DA Investigators assigned to a public assistance investigation function shall have access to public assistance case records. Information gained from such access shall be used only in promotion or support of the administration of the public assistance program administered by the County.

Agreement made and entered into on this 16th day of November, 2021

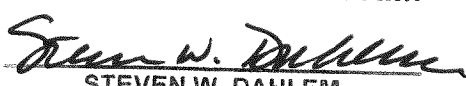
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.



 Shannon Gadd, Director
 Mariposa County Health
 and Human Services Agency



 Jeremy Briese, Sheriff
 Mariposa County Sheriff Office

APPROVED AS TO FORM:


 STEVEN W. DAHLEM
 COUNTY COUNSEL