

**INTERAGENCY AGREEMENT BETWEEN  
THE TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES AND  
TEHAMA COUNTY DISTRICT ATTORNEY'S OFFICE**

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This Interagency Memorandum of Understanding is entered into between the County of Tehama Department of Social Services, hereafter referred to as "DSS" and the Tehama County District Attorney's Office ("DA") for the purpose of providing a Special Investigative Unit to investigate possible Welfare Fraud and possible fraud in the In-Home Supportive Services (IHSS) program. The Welfare Fraud program is a joint effort between Tehama County Department of Social Services (DSS) and Tehama County District Attorney (DA). Public assistance programs include California Work Opportunity and Responsibility to Kids (CalWORKs), CalFresh (formerly known as Food Stamps), CalWORKs Homeless Assistance, and other related programs. The Tehama County Special Investigations Unit (SIU) is a group of DSS and DA staff assigned to the Welfare Fraud program who work cooperatively to investigate any referrals of possible fraud that arise regarding receipt of public assistance and In-Home Supportive Services (IHSS) programs. Any DA staff for whom compensation is received under this agreement are members of the SIU.

1. **RESPONSIBILITIES OF DA**

During the term of this agreement, DA shall provide services in accordance with the Scope of Work, Exhibit B, attached hereto and made a part of this agreement.

2. **RESPONSIBILITIES OF DSS**

DSS shall compensate DA for said services pursuant to Section 3 and 4 of this agreement. During the term of this agreement, DSS shall perform services listed in the Scope of Work, Exhibit B, attached hereto and made a part of this agreement.

3. **COMPENSATION**

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by DSS, DA shall invoice DSS at the actual cost incurred in accordance with the budget sheet attached hereto and incorporated herein as Exhibit C. The Maximum Compensation payable under Agreement shall not exceed \$512,418.00.

DA may not reallocate funds among each of the major cost categories listed in the budget attached as Exhibit C. DA may not overspend budgeted line items listed in Exhibit C. Invoices with overspent line items may be denied by DSS.

DA shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. DA shall have no claim against DSS for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by DA after the expiration or other termination of this Agreement. DA shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and DA agrees that DSS has no obligation, whatsoever, to compensate or reimburse DA for any expenses, direct or indirect costs, expenditures, or charges of any nature by DA that exceed the Maximum Compensation amount set forth above. Should DA receive any such payment it shall immediately notify DSS and shall immediately repay all such funds to DSS. This provision shall survive the expiration or other termination of this Agreement.

4. **BILLING AND PAYMENT**

On or before the 15th of each month, DA shall submit to DSS an itemized invoice (Exhibit D) for all services rendered during the preceding calendar month. DSS shall make payment of all undisputed amounts within 30 days of receipt of DA's invoice. DSS shall be obligated to pay only for services properly invoiced in accordance with this section.

5. **TIMELY SUBMISSION**

Notwithstanding section #4, DA shall submit a final undisputed invoice for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DSS under this Agreement have ceased and that no further payments are due or outstanding. DSS will not honor any delinquent invoice. DA will be deemed to have forfeited its right to payment and shall have no claim against DSS for payment, of any kind whatsoever, for any delinquent invoice.

6. **TERM OF AGREEMENT**

This agreement shall commence on July 1, 2025 and shall terminate June 30, 2026, unless terminated in accordance with section 7 below.

7. **TERMINATION OF AGREEMENT**

If DA fails to perform his/her duties to the satisfaction of DSS, or if DA fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if DA violates any of the terms or provisions of this agreement, then DSS shall have the right to terminate this agreement effective immediately upon DSS giving written notice thereof to the DA. Either party may terminate this agreement on 30 days' written notice. DSS shall pay DA for all work satisfactorily completed as of the date of notice. DSS may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

DSS's right to terminate this agreement may be exercised by the Director, the Chairperson of the Tehama County Board of Supervisors or the Purchasing Agent, as indicated on the signatory page.

8. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. DA shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. DA specifically acknowledges that in entering into and executing this agreement, DA relies solely upon the provisions contained in this agreement and no other oral or written representation.

9. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of DA, DA may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of DSS.

10. **INSURANCE**

DSS acknowledges that DA participates in the County of Tehama's program of self-insurance established by the Tehama' County Board of Supervisors. DSS further acknowledges that DA is required to contribute a portion of the funds necessary to operate this program

11. **NON-DISCRIMINATION**

DA shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

12. **GREEN PROCUREMENT POLICY**

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. DA shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

13. **COMPLIANCE WITH LAWS AND REGULATIONS**

All services to be performed by DA under this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to DSS immediately.

14. **LAW AND VENUE**

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

15. **AUTHORITY**

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

16. **NOTICES**

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

<b>NOTICES TO DSS:</b>	<b>NOTICES TO DA:</b>
Director Bekkie F Emery Tehama County Department of Social Services P. O. Box 1515 Red Bluff, CA 96080 Fax: 530-527-5410	Matthew Rogers, District Attorney Tehama County District Attorney PO Box 519 Red Bluff, CA 96080 Phone: 530-527-3053
<b>ANALYST RESPONSIBLE TO RECEIVE REPORTS:</b>	<b>PERSON RESPONSIBLE FOR REPORTING:</b>
Joseph Imhoff, Staff Services Analyst, Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to <a href="mailto:ProgramAnalyst@tcdss.org">ProgramAnalyst@tcdss.org</a> OR delivered in person to 310 S. Main Street. Phone: 530-528-4171 Fax: 530-527-5410	Kevin Hale, Chief Investigator Tehama County District Attorney, Bureau of Investigations P.O. Box 949 Red Bluff, CA 96080 Phone: 530-529-3590
<b>INVOICES SUBMITTED TO DSS:</b>	<b>PERSON RESPONSIBLE FOR INVOICING:</b>
Tehama County Department of Social Services P.O. Box 1515	Theresa Sweeney, Office Manager P.O. Box 519

Red Bluff, CA 96080 OR delivered in person to: 310 S. Main Street., Red Bluff, CA 96080 Fax: 530-527-5410 OR email to AccountsPayable@tcdss.org	Red Bluff, CA 96080  Phone: 530-527-3053
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Notice shall be deemed to be effective two days after mailing.

17. **NON-EXCLUSIVE AGREEMENT**

DA understands that this is not an exclusive agreement, and that DSS shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by DA, or to perform such services with DSS's own forces, as DSS desires.

18. **STANDARDS OF THE PROFESSION**

DA agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which DA has been properly licensed to practice.

19. **LICENSING OR ACCREDITATION**

Where applicable the DA shall maintain the appropriate license or accreditation through the life of this contract.

20. **RESOLUTION OF AMBIGUITIES**

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor such provision shall be construed against the party who drafted the Agreement or such provision.

21. **NO THIRD PARTY BENEFICIARIES**

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific,

direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

22. **HAZARDOUS MATERIALS**

DA shall provide to DSS all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by DA, or any of its Subcontractors, in connection with the services on County property. DA shall provide DSS with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by DA, or any of its Subcontractors, during the performance of the services. DSS shall provide Safety Data Sheets for any Hazardous Materials that DA may be exposed to while on County property.

23. **HARASSMENT**

DA agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

24. **COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING**

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as

amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

25. **EXHIBITS**

DA shall comply with all provisions of Exhibits A through F, attached hereto, and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

26. **OWNERSHIP OF DOCUMENTS**

All documents, notes, reports, electronic storage media, plans, or any other materials produced by DA during the term of this agreement for any purpose related to the agreement shall become the property of the DSS. DA shall deliver, upon full payment by the DSS for services rendered hereunder, all such materials to DSS.

27. **DOCUMENTS AND RETENTION**

1. DA and DSS agree to retain all documents relevant to this agreement for five years from the termination of the agreement or until all audits, Federal and/or State, are complete, whichever is later. Upon request, DA shall make available these records to the County, State, or Federal government representatives.
2. DA shall provide DSS all finished and unfinished reports, data, studies, photographs, charts and other documents prepared by DA pursuant to this agreement, should this agreement be terminated.
3. DA shall develop and maintain records concerning the services provided pursuant to this agreement. DA shall also provide all information necessary for quarterly reports or other reports required by County, State or the Federal government. DA shall fully



cooperate with DSS in providing any information needed by any governmental entity concerning this agreement.

28. **SEXUAL HARASSMENT**

DA shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. DA shall provide services in accordance with Exhibit A, Nondiscrimination Clause, attached hereto, and the Tehama County Sexual Harassment Policy, available upon request; both made part of this agreement.

29. **CONFLICT OF INTEREST**

DA and DA's employees shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this agreement.

30. **CONFIDENTIALITY**

The intent of this agreement is for the DA to provide a Special Investigative Unit to investigate possible welfare fraud. However, should specific information regarding DSS's clients become known to DA, the following confidentiality rules shall apply:

- a. DA shall require all employees, volunteers, agents, and officers to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Manual of Policies and Procedures (MPP) Division 19, which provide that:
  - 1) All applications and records concerning any individual made or kept by DA shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program.

- 2) No person shall publish, disclose, use, permit or cause to be published or disclosed any list of persons receiving public social services, except as provided by law.
- 3) No person shall publish, disclose, use, permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient, except as provided by law.
- b. DA shall ensure all employees, volunteers, agents, and officers comply with the above provisions, and shall inform all employees, agents, and officers that any person knowingly and intentionally violating such provisions is guilty of a misdemeanor.
- c. During the term of this agreement, both parties may have access to information that is confidential or proprietary in nature. Both parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the termination, expiration, or cancellation of the agreement.
- d. Notwithstanding any other provision of this Agreement, the DA agrees to protect the confidentiality of any and all patient, client, or resident medical information, which may be viewed in the process of doing his/her/its contracted services. The DA understands that he/she/it is subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division 1 of the Civil Code. Violation of the confidentiality of patient, client, or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

### 31. **AVAILABILITY OF FUNDS**

All funding under this agreement is subject to the availability of Federal, State, and County funds. If at any time during the period covered by this agreement the funding from any source is

discontinued or decreased, this agreement shall no longer be binding upon DSS or the DA, effective with the date funding is discontinued or decreased.

In the event of an audit exception or exceptions, the party responsible for not meeting the program requirement or requirements shall be responsible for the deficiency.

32. **MONITORING, VIOLATIONS, BREACHES OF AGREEMENT**

DSS may monitor the DA's performance to assure compliance with the terms, conditions, and specifications of this agreement.

DA shall develop and make known to recipients the procedure for presenting grievances or complaints regarding services and shall be able to present the procedure to DSS at any time. This shall include informing recipients of their right to a State hearing.

DSS may take appropriate remedies, such as fiscal penalties or withhold payment in instances whereas the DA or any person employed by DA, in any capacity during the progress of the work, whether by negligence or otherwise breach or violate any provision of this agreement.

33. **MISCELLANEOUS PROVISIONS**

DA will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. {Title 24, California Administrative Code}.

If the amount of this agreement is in excess of \$10,000.00, DA is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

If the amount of this agreement is in excess of \$100,000.00, DA is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

**IN WITNESS WHEREOF**, DSS and DA have executed this agreement on the day and year set forth below. Agreement not valid without signatures of authorized representatives from all parties.

**TEHAMA COUNTY DEPARTMENT OF SOCIAL SERVICES**

Executed at Red Bluff, California, 6/10/2025, by Bekkie F Emery  
Date Bekkie F Emery, Director

**TEHAMA COUNTY DISTRICT ATTORNEY**

Executed at Red Bluff, California, 6/9/25, by Matthew D. A  
Date Matthew Rogers, District Attorney

5013-532300  
Budget Account Number

10.561, 93.558, 93.778  
Federal Funding CFDA #

## **EXHIBIT A**

### **NONDISCRIMINATION CLAUSE**

The DA agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 (c), (h) (1), (I), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations Section 98000-98413; the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91; 7 CFR Part 15; and 28 CFR Part 35], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of age, sex, color disability, national origin, race, marital status, religion or political affiliation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HERREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited. By ACCEPTING THE ASSURANCE, the DA agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and /or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance. This ASSURANCE is binding on the DA directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

## **EXHIBIT B**

### **SCOPE OF WORK**

#### **SERVICE OR PROGRAM TITLE**

#### **Welfare and In-Home Supportive Services (IHSS) Fraud Investigation**

#### **Tehama County DA**

#### **PURPOSE**

The DA will investigate cases of suspected welfare and IHSS Fraud and prosecute those found to be in violation of welfare and IHSS rules.

#### **TARGET OUTCOMES**

The DA's investigations and prosecutions of fraud will help to reduce instances of welfare fraud in Tehama County and serve as a reminder to program participants and applicants that program rules and required verifications are to be taken seriously.

#### **POPULATION TO BE SERVED**

Beneficiaries with referred cases of suspected welfare fraud or IHSS fraud.

#### **DA AGREES TO**

Welfare Fraud Investigators will continue to represent themselves as employees of the District Attorney's office. During the term of this agreement, DA agrees to and shall perform services as follows:

- A. Maintain a qualified Welfare Fraud Investigative staff.
- B. Abide by the provisions of CDSS MPP Division 20, California Welfare and Institutions Code and all other applicable welfare fraud regulations.
- C. Execute, along with DSS, and abide by a Memorandum of Understanding (MOU) with the California Department of Health Care Services (DHCS) to ensure communication, data reporting, and jurisdictional coordination of investigations in accordance with Statewide Uniform Protocols for Program Integrity in the IHSS program.
- D. Maintain complete and up-to-date records on all fraud investigations and prosecution activities in the California Statewide Automated Welfare System (CalSAWS) in accordance with the guidance in the DSS manual "Welfare and In-Home Supportive Services (IHSS) Fraud Referral and Investigations Manual" (Exhibit E).
- E. Within five (5) working days of the request, DA shall take corrective action on all inquiries about the status of investigations not completed; and on requests for record adjustment in the CalSAWS to ensure data reporting accuracy by DSS Liaison. If the supervising Liaison is unavailable, their designated backup will make these requests. DA shall respond to the backup person in the same timeframe and manner. If the SIU liaison is unavailable, their designated backup will respond to these requests.

- F. DA will track the status of investigations referred for prosecution and add investigation notes regarding the status of each pending prosecution at least once every ninety (90) days. Within thirty (30) days of disposition, DA will record the final disposition of each case referred to the prosecuting authority for prosecution in the California Statewide Automated Welfare System (CalSAWS).
- G. The DA investigator must contact the DSS IHSS liaison within five (5) working days from the referral date. The DSS IHSS liaison will transmit documents to be submitted as evidence by secure email upon being contacted by the investigator. Since IHSS recipients are generally fragile due to age or disease, the DA investigator will discuss, with the IHSS liaison, how to complete needed investigative action(s) while maintaining the safety of said IHSS beneficiary.
- H. When the DSS IHSS liaison determines it is in the best interest of the recipient to have a Social Worker present during in-person contact with the Investigator, the Investigator will arrange a mutually agreed upon time with the liaison to perform a home visit and/or interview the recipient. The liaison will provide their own transportation and will be acting in the role of a Social Worker. The liaison will not be considered a "Ride-Along" or acting in the role of an Investigator.
- I. The Welfare Fraud Early Detection and Prevention is a separate program operated as a joint effort between DSS and DA in the early identification of possible fraudulent applications for public assistance programs. DA will follow these provisions in these investigations (W&I Code 11055.5(d)):
  - 1. No intimidation of applicants or recipients shall occur
  - 2. Uniformed investigators shall not be used by any county welfare department for its fraud prevention program. Uniforms may only be worn by investigators when needed for officer safety and to reduce liability under special circumstances.
- J. Investigations will be completed within the timeframes indicated below.
  - 1. Early Fraud investigations – within five (5) working days of referral
  - 2. Welfare Fraud investigations – within thirty (30) days of referral
  - 3. IHSS investigations – within thirty (30) days of referral
- K. When circumstances necessitate that an investigation cannot be closed within these timeframes, investigators will document the reason for the delay in the investigation notes in CalSAWS by the thirtieth (30<sup>th</sup>) day for welfare fraud referrals and the fifth (5<sup>th</sup>) day for Early Fraud referrals.
- L. Assign a liaison as a member of the SIU who will facilitate communication, oversee referral timeframes, and will act as a primary point of contact between DA and DSS.
  - 1. The liaison will meet monthly with the DSS welfare fraud liaison to review overdue referrals, issues, policy, regulation changes, and any other concerns. The Chief Investigator and Public Assistance Program Manager(s) will be included in these communications when necessary.
  - 2. The liaison will meet as needed with the DSS IHSS fraud liaison to review overdue referrals, issues, policy, regulation changes, communications with DHCS, and any

other concerns. The Chief Investigator and IHSS Program Manager will be included in these communications when necessary.

- M. When an investigation has returned sufficient evidence to conclude that a willful act of fraud has occurred, but the case is not suitable for criminal prosecution, the liaison will coordinate with the DSS liaison in referring the case for Administrative Disqualification Hearing.
- N. Ensure that Welfare Fraud Investigators participate in periodic refresher and special training in the prevention and detection of fraud. This training will be provided by DSS, in accordance with CDSS MPP Section 20-004. Regulations require eight (8) hours within the first year of assignment to the Welfare Fraud Investigator position, and for four (4) hours annually thereafter.
- O. Be subject to an audit and review for compliance by any agency of the State or federal government involved in the administration of welfare programs.
- P. Investigators will not reference reporting party when investigating referrals, or make any comments to clients regarding their opinion of such referral. Investigators will restrict their interactions during investigations to the gathering of information necessary to determine whether the fraud claim can be substantiated.
- Q. Receive referrals from public sources who contact the DA directly to make report of suspected welfare fraud. Those referrals will be entered into CalSAWS in accordance with processes detailed in the DSS policy and procedure "Welfare and In-Home Supportive Services (IHSS) Fraud Referral and Investigations Manual".
- R. Prior to opening an IHSS case from any referral source other than DSS, the DA will de-conflict with the DHCS by sending (via email to: [fraud@dhcs.ca.gov](mailto:fraud@dhcs.ca.gov)) the subject(s) name, date of birth, and social security number, as well as the nature of the complaint and name(s) of associated recipient(s)/provider(s) to prevent potential duplication of effort.
- S. Perform review, investigation, and disposition of Fleeing Felon Match (FFM), Nationwide Prisoner Match (NPM) and California Youth Authority (CYA) abstracts from the Income and Eligibility Verification System (IEVS) in accordance with the guidance in the DSS policy and procedure "Welfare and In-Home Supportive Services (IHSS) Fraud Referral and Investigations Manual" (Exhibit E).

#### **DSS AGREES TO**

Pursuant to CDSS MPP Division 20, DSS shall make a referral for Welfare Fraud or IHSS Fraud investigation within five (5) working days when there is suspicion of fraud.

- A. In accordance with instruction in CDSS All County Letter (ACL) 13-89, for welfare fraud referrals, DSS shall:
  - 1) Contact the applicant or recipient to ask clarifying questions and provide an opportunity for the individual to resolve any discrepancies or errors before making a referral for investigation.
  - 2) Include, for the investigator's reference, any known factors such as language barriers, literacy, or disabilities which may be a barrier to accurate reporting.
- B. DSS will provide referrals through the California Statewide Automated Welfare System (CalSAWS). All relevant documentation will be submitted as evidence in the CalSAWS



- referral for welfare fraud and early fraud referrals. IHSS referral documents will not be stored in CalSAWS. The assigned investigator must contact the DSS IHSS liaison within five (5) working days of referral date. The DSS IHSS liaison will transmit documents to be submitted as evidence by secure email upon being contacted by the investigator.
- C. DSS will assign a liaison for Welfare fraud investigations and IHSS fraud investigations. The DSS liaison for each program are to act as members of the SIU. These Liaisons will: facilitate communication between DSS and the DA; coordinate referrals of suspected welfare and IHSS fraud cases to the DA; control the flow of overpayment computations; and generally act as the primary point of contact between DSS and DA.
- 1) The welfare fraud liaison will meet monthly with the DA liaison to review overdue referrals, issues, policy, regulation changes and any other concerns. The Chief Investigator and Public Assistance Program Manager(s) will be included in these communications when necessary.
  - 2) The IHSS fraud liaison will
    - i. Meet as needed with the DA liaison to review overdue referrals, issues, policy, regulation changes and any other concerns. The Chief Investigator and IHSS Program Manager will be included in these communications when necessary.
    - ii. The IHSS fraud liaison will conduct a telephone or in-person conference with the investigator within five (5) working days of each IHSS fraud referral to clarify program regulations as well as Federal, State, and County policies and to discuss needed investigative actions with consideration to recipient capacity.
- D. DSS will provide DA staff who are members of the SIU:
- 1) Eight (8) hours of initial training within the first year of assignment to the SIU followed by four (4) hours of annual refresher training in the prevention and detection of fraud in public assistance programs.
  - 2) Written copies of CDSS MPP Division 20 welfare fraud regulations.
  - 3) Written copies of DSS policies and procedures relevant to the SIU and updates as applicable.
  - 4) Written copies of correspondence from CDSS regarding changes or guidance in the administration of welfare fraud or IHSS fraud programs.
- E. In accordance with program integrity protocols established in the "IHSS Uniform Statewide Protocols", execute a Memorandum of Understanding (MOU), along with DA, with the California Department of Health Care Services (DHCS) to ensure communication, data reporting, and jurisdictional coordination of investigations. DSS will fulfill the responsibilities of a county IHSS agency, as defined in the MOU.
- F. Conduct quarterly monitoring over the term of this agreement.
- G. Provide technical assistance as needed to DA.

## **CONTRACTOR REPORTING REQUIREMENTS - CONTRACT MONITORING**

The following contract terms will be reviewed in quarterly meetings between the DA and DSS:

1. Number of referrals sent monthly in the quarter
2. Number of investigations concluded during the quarter

3. Average number of days to conclude each type of investigation concluded during the quarter
4. The number of fraud referrals concluded within agreed timeframes and outside agreed timeframes:
  - a. Five (5) working days for Early Fraud referrals
  - b. Thirty (30) days for Welfare Fraud referrals
5. Number of investigations pending at the end of the quarter
6. Number of referrals for Administrative Disqualification Hearing
7. Number of days to conclude prosecutions
8. Number of investigations pending prosecution
9. Number of Fleeing Felon Match (FFM) and Nationwide Prisoner Match (NPM) abstracts received in the quarter and processed within agreed timeframes and outside agreed timeframes
10. Number of FFM and NPM pending processing at the end of the quarter
11. Number of corrective actions requested by DSS within the quarter for the following:
  - a. More than ninety (90) days have passed since last investigation note regarding status of pending prosecution
  - b. Early fraud referral has reached the fifth (5<sup>th</sup>) working day or welfare fraud referral has reached thirtieth (30<sup>th</sup>) day from date of New status and there is no investigation note explaining the delay
  - c. Data entry into CalSAWS is not accurate or complete according to instructions provided in the Welfare and IHSS Referral and Investigations Manual and needs adjustment
12. Average number of days to take corrective action upon request
13. The DA agrees to:
  - a. Meet quarterly with DSS, which includes at least one on-site visit per quarter, to discuss the progress of this agreement and make any necessary adjustments in order to meet the contract terms (Exhibit F).
  - b. Discuss Quarterly fraud metrics for the quarter under review
  - c. Provide time usage statements/time cards showing time worked on TCDSS assignments by DA staff under contract of the TCDSS
14. TCDSS agrees to:
  - a. Provide ongoing contract monitoring and metric calculations.
  - b. Meet quarterly with the DA, including at least one on-site visit per quarter, to discuss the progress of this agreement and make any necessary adjustments in order to meet the contract terms (Exhibit F).
  - c. Provide technical assistance to the DA as needed.

EXHIBIT C				
BUDGET		If needed for more space, insert or delete rows, or attach another page(s).		Budget Start Date: July 1, 2025
				Budget End Date: June 30, 2026
CONTRACTOR NAME AND ADDRESS		PURPOSE/TITLE OF CONTRACT:		Wefare Fraud/IHSS Budget AMENDED
Tehama County District Attorney's Office		PROGRAM CONTACT		FISCAL CONTACT
P.O. Box 519		Name: Kevin Hale		Name: Theresia Sweeney
Red Bluff, CA 96080		Telephone: 530-529-3590		Telephone: 530-527-3053
		Email: <a href="mailto:khale@tehamada.org">khale@tehamada.org</a>		Email: <a href="mailto:tsweeney@tehamada.org">tsweeney@tehamada.org</a>
BUDGET LINE ITEM: For salary & benefit items, provide the job title or function of the position. For direct & indirect costs, provide specific detail to identify the item or purpose, or attach a budget narrative.				TOTAL CONTRACT BUDGET
DIRECT SALARIES		Annual Salary	FTE (% of time)	
Investigator Lieutenant (0.6 FTA)		\$ 81,847.00	60.00%	\$ 81,847.00
Investigator (1.0 FTA)		\$ 105,872.00	100.00%	\$ 105,872.00
Investigator (0.5 FTA)		\$ -		\$ -
Office Assistant III (0.5 FTA)		\$ 22,901.00	50.00%	\$ 22,901.00
Pay in Lieu		\$ 6,954.00	various	\$ 6,954.00
Overtime (for 1.5 FTE Investigators)		\$ -		\$ -
DIRECT BENEFITS/FRINGE				
Unfunded PERS-Miscellaneous		\$ 8,226.00		\$ 8,226.00
Unfunded PERS-Safety		\$ 65,309.00		\$ 65,309.00
Unfunded PERS ADP Liability-Miscellaneous		\$ 2,418.00		\$ 2,418.00
Unfunded PERS ADP Liability-Safety		\$ 9,973.00		\$ 9,973.00
PERS		\$ 36,184.00		\$ 36,184.00
OASDI		\$ 16,771.00		\$ 16,771.00
Group Insurance		\$ 51,178.00		\$ 51,178.00
Unemployment Insurance		\$ 435.00		\$ 435.00
Workers' Compensation Insurance		\$ 4,772.00		\$ 4,772.00
Match Deferred Comp		\$ 1,656.00		\$ 1,656.00
DIRECT SALARIES & BENEFITS TOTAL				\$ 414,496.00
DIRECT COSTS		Quantity	Cost	
Communications			\$ 3,500.00	\$ 3,500.00
Liability Insurance			\$ 7,880.00	\$ 7,880.00
Maintenance of Equipment			\$ 12,000.00	\$ 12,000.00
Membership/Dues			\$ 219.00	\$ 219.00
Office Expense			\$ 4,989.00	\$ 4,989.00
Professional Services Expense (related expenses to new possible new hires such as finger printing, physical, psych exam)			\$ 1,000.00	\$ 1,000.00
Special Department Expense (ammunition/safety equipment as needed)			\$ 10,000.00	\$ 10,000.00
Travel/Training			\$ 5,000.00	\$ 5,000.00
Transportation Expense			\$ 7,880.00	\$ 7,880.00
Internal Assets			\$ -	\$ -
DIRECT COSTS TOTAL				\$ 52,468.00
INDIRECT SALARIES		Annual Salary	FTE (% of time)	
DA/OH Administration		\$ 34,229.00		\$ 34,229.00
				\$ -
				\$ -
INDIRECT BENEFITS/FRINGE				
PERS		\$ 3,045.00		\$ 3,045.00
OASDI		\$ 2,618.00		\$ 2,618.00
Group Insurance		\$ 5,425.00		\$ 5,425.00
Unemployment Insurance		\$ 137.00		\$ 137.00
INDIRECT SALARIES & BENEFITS TOTAL				\$ 45,454.00
INDIRECT COSTS		Quantity	Cost	
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
INDIRECT COSTS TOTAL				\$ -
TOTAL BUDGET				\$ 512,418.00
Is contractor for-profit?	No	Yes, enter amount of profit:	\$ -	

# EXHIBIT D

## SAMPLE INVOICE

INVOICE		Attach back-up documentation to this page. If needed for more space, insert or delete rows, or attach another page(s).			
CONTRACTOR NAME AND ADDRESS		INVOICE #:		FOR MONTH(S)/YEAR:	
0					
0		CONTRACT #:		PURPOSE/TITLE OF CONTRACT	
0				0	
BUDGET LINE ITEM	A. CONTRACT BUDGET	B. CURRENT INVOICE COSTS	C. TOTAL COSTS YEAR-TO-DATE INCLUDING THIS INVOICE	D. BALANCE REMAINING PAYABLE (A-C)	
<b>DIRECT SALARIES</b>					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
<b>DIRECT BENEFITS/FRINGE</b>					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
<b>DIRECT SALARIES &amp; BENEFITS TOTAL</b>	\$ -	\$ -	\$ -	\$ -	
<b>DIRECT COSTS</b>					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
<b>DIRECT COSTS TOTAL</b>	\$ -	\$ -	\$ -	\$ -	
<b>INDIRECT SALARIES</b>					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
<b>INDIRECT BENEFITS/FRINGE</b>					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
<b>INDIRECT SALARIES &amp; BENEFITS TOTAL</b>	\$ -	\$ -	\$ -	\$ -	
<b>INDIRECT COSTS</b>					
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
0	\$ -			\$ -	
<b>INDIRECT COSTS TOTAL</b>	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL INVOICE</b>			\$ -		
<b>TOTAL CONTRACT</b>	\$ -			\$ -	\$ -

## EXHIBIT E

### **Welfare and IHSS Fraud Referral and Investigations Manual**

#### **Contents**

- **Purpose**
- **Policies**
  - I. Welfare Fraud Investigations
  - II. Administrative Disqualification Hearings
  - III. Intentional Program Violations
  - IV. In-Home Supportive Services (IHSS) Anti-Fraud Investigations
  - V. Income and Eligibility Verification System (IEVS) Fleeing Felon Match (FFM), Nationwide Prisoner Match (NPM), and California Youth Authority (CYA) Match
  - VI. Definitions
- **Welfare Fraud Procedures**
  - I. Referral Status Workflow Overview
  - II. Eligibility Specialists/Referring Party
  - III. Eligibility Supervisors and Lead Specialists
  - IV. Tehama County Department of Social Services (TCDSS) Welfare Fraud Liaison
  - V. Intentional Program Violation (IPV) Coordinator
  - VI. Special Investigations Unit (SIU) Liaison
  - VII. Investigators
  - VIII. Fair Hearings Officer
  - IX. Fraud Investigation Quarterly Statistical Activity Report (DSS 466)
  - X. Tables
    - A. Investigation Status Definitions
    - B. DPA 266 Type Definitions
    - C. Investigation Result Indications
    - D. Prosecution Result Indications
- **In-Home Supportive Services Anti-Fraud Procedures**
  - I. IHSS Social Workers
  - II. Quality Assurance (QA) Social Worker/TCDSS IHSS Liaison
  - III. Investigators
  - IV. TCDSS Welfare Fraud Liaison
  - V. Special Investigations Unit (SIU) Liaison
- **Income and Eligibility Verification System (IEVS) Fleeing Felon Match (FFM), Nationwide Prisoner Match (NPM), and California Youth Authority (CYA) Match Procedures**
  - I. Fleeing Felon Match (FFM)

II. Nationwide Prisoner Match

III. Action on Unclear Information

- **References**

## EXHIBIT F

Tehama County Quarterly Contract Monitoring Tool			
<b>I. General Information:</b>			
Contractor:			
Purpose:			
Amount of Contract:			
Reporting Period:		Date of Meeting:	Onsite Visit: <input type="checkbox"/>
<b>II. Contracted Outcomes:</b>			
<b>III. Current Performance:</b>			
<b>IV. Goals Updates From Prior Meeting:</b>			
<b>V. Successes:</b>		<b>VI. Challenges:</b>	
<b>VII. Goals for Next Quarter:</b>		<b>VIII. Strategies for Improvement:</b>	