

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

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 C, and agrees to terms identified in Debarment, Suspension, and Other Responsibility Matters, 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 C, 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 D. The Maximum Compensation payable under Agreement shall not exceed \$505,000.00.

DA may not reallocate funds among each of the major cost categories listed in the budget attached as Exhibit D. DA may not overspend budgeted line items listed in Exhibit D. 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 F) 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, 2026 and shall terminate June 30, 2027, 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:

NOTICES TO DSS:	NOTICES TO DA:
Bekkie F Emery, Director 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
ANALYST RESPONSIBLE TO RECEIVE REPORTS:	PERSON RESPONSIBLE FOR REPORTING:
Joseph Imhoff, Staff Services Analyst, Tehama County Department of Social Services P.O. Box 1515 Red Bluff, CA 96080 OR emailed to ProgramAnalyst@tcdss.org 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
INVOICES SUBMITTED TO DSS:	PERSON RESPONSIBLE FOR INVOICING:
Tehama County Department of Social Services P.O. Box 1515	Theresa Sweeney, Office Manager P.O. Box 519

Red Bluff, CA 96080 OR emailed to AccountsPayable@tcdss.org 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, TCPD §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 H, 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).

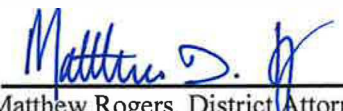
If the amount of this agreement is in excess of \$100,000.00, DA is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

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, 12/25/26 by 
Date Bekki Emery, Director

TEHAMA COUNTY DISTRICT ATTORNEY

Executed at Red Bluff, California, 6/25/26 by 
Date Matthew Rogers, District Attorney

5013-532300
Budget Account Number

10.561, 93.558, 93.778
Federal Funding CFDA #

EXHIBIT A
NONDISCRIMINATION CLAUSE

The Contractor 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 HEREBY 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 Contractor 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 Contractor directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

EXHIBIT B
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies to the best of its knowledge and belief, that it:

- A) Is not presently debarred, suspended, proposed for disbarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- B) Has not been convicted within the preceding three years of this agreement or had a civil judgement rendered against it for:
 - i. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
 - ii. Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocations of customers between competitors, and bid rigging;
 - iii. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or
 - iv. Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility
- C) Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above in paragraph (B) (i-iv) of this agreement.
- D) Has not had one or more public transactions (Federal, State, or local) terminated within the preceding three years of this agreement for cause or default.
- E) Contractor shall report immediately to County in writing, any incidents of alleged fraud and/or abuse by either contractor or subcontractors.
- F) Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- G) Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

Contractor agrees to timely execute any and all amendments to this agreement or other required documentation relating to the contractor's debarment/suspension status.

EXHIBIT C
SCOPE OF WORK

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 G).
- 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 (30th) day for welfare fraud referrals and the fifth (5th) 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 respective DSS Welfare Fraud Liaison(s) (CalWorks or CalFresh supervisor(s)) 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) 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 G).
- T. DA agrees to review access provided to all DA personnel at least once per month and notify DSS of any changes required. DA agrees to notify DSS of any DA personnel who no longer require access to DSS facilities as soon as possible, but no later than 24 hours of that access no longer being required. DA agrees that this notice is required for reasons including but not limited to termination, transfer, reassignment of duties, leave of absence longer than 2 weeks, or any other reason for which access is no longer required. DA agrees to secure all devices that allow access to DSS facilities. DA agrees to notify County immediately upon knowledge of lost badges or keys that allow access to DSS facilities. Upon request, DA must provide DSS with a current list of DA personnel and (sub) contractors, including job descriptions, with privileges to access DSS facilities. DSS may, at its sole discretion, revoke access provided to any DA personnel or (sub) contractor for any reason at any time, without prior notice.
- U. For purposes of this MOU, a DSS information system shall be defined as any information system to which the DA is given access by the DSS.
- V. DA's access to DSS information systems is permitted only for persons and cases assigned to DSS as a result of the express written consent to gain such access being provided to DA by DSS through the execution of this Agreement/MOU. In the event that DA personnel gain access or are exposed to information not belonging to DSS, DA shall treat this as a security incident and notify the DSS accordingly.
- W. DA agrees to review access provided to all DA personnel at least once per month and notify DSS of any changes required. DA agrees to notify DSS of any DA personnel who no longer require access to the DSS system immediately, but no later than 24 hours of that access no longer being required. DA agrees that this notice is required for reasons including but not limited to termination, transfer, reassignment of duties, or any other reason for which access is no longer required.

- X. Upon request, DA must provide DSS with a current list of DA personnel, including job descriptions, with privileges to view and utilize data in DSS information systems.
- Y. DA shall ensure that accounts assigned to individuals for the purposes of accessing DSS information will only be used by the individual to whom they are assigned.
- Z. DSS may, at its sole discretion, revoke access provided to any DA personnel for any reason at any time, without prior notice.
- AA. DA shall adhere to security and confidential provisions outlined in this Agreement/MOU for the protection of any information exchanged between DA and DSS or DSS information systems. DA agrees to report within one hour of becoming aware of any data breach or security incident as defined below:
 - 1. Data Breach - defined as the actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any situation where persons other than the authorized users and for other than authorized purposes have access or potential access to personally identifiable information from a DSS information system.
 - 2. Security Incident – defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of personally identifiable information, or interference with the operations of any DSS information system.
- BB. DA agrees to assist DSS in performing security audits and compliance assessments. These audits and assessments may involve compliance review questionnaires, and/or review of DA managed facilities, systems, books, and records.
- CC. DA agrees to ensure that all DA personnel complete DSS supplied Confidentiality Expectations and Safeguards training prior to being given access to DSS systems. This training must be repeated annually or as deemed necessary by the DSS.
- DD. DA shall comply with the Confidentiality Expectations and Safeguards Policy, as shown in Exhibit E.
- EE. DA shall conduct a background screening of any DA personnel that is granted access to DSS information systems. The background screening shall be commensurate with the risk and magnitude of harm that DA personnel could cause, with more stringent background screening for positions authorized to bypass significant technical and operational security controls. DA shall provide DSS with the documented result of each personnel background screening (pass/fail result) prior to access being granted by DSS to any DSS information system.

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 (5th) working day or welfare fraud referral has reached thirtieth (30th) 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 H).
 - 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 H).
 - c. Provide technical assistance to the DA as needed.

EXHIBIT D BUDGET

EXHIBIT XX				
BUDGET		If needed for more space, insert or delete rows, or attach another page(s).		Budget Start Date: July 1, 2026
				Budget End Date: June 30, 2027
CONTRACTOR NAME AND ADDRESS		PURPOSE/TITLE OF CONTRACT:		
Tehama County District Attorney's Office		PROGRAM CONTACT		
P.O. Box 519		Name: Jeffery Wing		FISCAL CONTACT
Red Bluff, CA 96080		Telephone: 530-529-3590		Name: Theresia Sweeney
		Email: jwing@tehama.gov		Telephone: 530-527-3053
		Email: tsweeney@tehama.gov		
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)	\$	136,411.67	60%	\$ 81,847.00
Investigator (0.5 FTA)	\$	119,556.00	50%	\$ 59,778.00
Investigator (0.5 FTA)	\$	105,872.00	50%	\$ 52,936.00
Office Assistant III (0.25 FTA)	\$	39,940.00	25%	\$ 9,985.00
Pay in Lieu	\$	7,092.00		\$ 7,092.00
DIRECT BENEFITS/FRINGE				
Unfunded PERS-Miscellaneous	\$	9,177.00		\$ 9,177.00
Unfunded PERS-Safety	\$	70,057.00		\$ 70,057.00
Unfunded PERS ADP Liability-Miscellaneous	\$	2,496.00		\$ 2,496.00
Unfunded PERS ADP Liability-Safety	\$	9,598.00		\$ 9,598.00
PERS	\$	35,259.00		\$ 35,259.00
OASDI	\$	16,336.00		\$ 16,336.00
Group Insurance	\$	51,908.00		\$ 51,908.00
Unemployment Insurance	\$	423.00		\$ 423.00
Workers' Compensation Insurance	\$	36,853.00		\$ 36,853.00
Match Deferred Comp	\$	1,476.00		\$ 1,476.00
				\$ -
DIRECT SALARIES & BENEFITS TOTAL				\$ 445,221.00
DIRECT COSTS		Quantity	Cost	
Clothing & Personnel Supplies (clothing allowance for Lt. and Investigators)			\$ 432.00	\$ 432.00
Communications			\$ 2,500.00	\$ 2,500.00
Liability Insurance			\$ 13,198.00	\$ 13,198.00
Maintenance of Equipment			\$ 3,820.00	\$ 3,820.00
Membership/Dues			\$ 219.00	\$ 219.00
Office Expense			\$ 2,000.00	\$ 2,000.00
Professional Services Expense (related expenses to new possible new hires such as finger printing, physical, psych exam)			\$ -	\$ -
Special Department Expense (ammunition/safety equipment as needed)			\$ 5,000.00	\$ 5,000.00
Travel/Training			\$ 10,000.00	\$ 10,000.00
Transportation Expense			\$ 7,880.00	\$ 7,880.00
Internal Assets			\$ -	\$ -
				\$ -
DIRECT COSTS TOTAL				\$ 45,049.00
INDIRECT SALARIES		Annual Salary	FTE (% of time)	
DA/OH Administration	\$	10,630.00		\$ 10,630.00
				\$ -
				\$ -
INDIRECT BENEFITS/FRINGE				
PERS	\$	989.00		\$ 989.00
OASDI	\$	830.00		\$ 830.00
Group Insurance	\$	1,683.00		\$ 1,683.00
Unemployment Insurance	\$	21.00		\$ 21.00
Deferred Comp Match	\$	577.00		\$ 577.00
INDIRECT SALARIES & BENEFITS TOTAL				\$ 14,730.00
INDIRECT COSTS		Quantity	Cost	
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
INDIRECT COSTS TOTAL				\$ -
TOTAL BUDGET				\$ 505,000.00
Is contractor for-profit?	No	Yes, enter amount of profit:	\$ -	

EXHIBIT E

 Tehama County SOCIAL SERVICES ASSIST • EMPOWER • PROTECT	POLICY & PROCEDURE		
	Branch: All Staff	☐ New	Program: Privacy and Security
	Date: May 1, 2025	☒ Revised	
	Title: Confidentiality Expectations, Safeguards, Incident Reporting and Acknowledgment		

PURPOSE

The purpose of this policy is to:

- Define Confidentiality;
- Describe the sensitivity of confidential information including but not limited to Personally Identifiable Information (PII) and Social Security Administration (SSA)-provided information;
- Describe proper use and protection and unacceptable use of confidential information including but not limited to PII and SSA-provided information;
- Describe required Security and Privacy Safeguards including rules of behavior concerning use and security in systems processing confidential information including but not limited to PII and SSA-provided information;
- Describe proper disposal of confidential information including but not limited to PII and SSA-provided information;
- Describe Security Incident Reporting requirements;
- Provide basic understanding of procedures to protect the network from malware attack;
- Provide awareness of spoofing, phishing and pharming, and network fraud prevention;
- Describe enforcement of policies including criminal or civil penalties, sanctions or administrative actions that could be imposed for failure to comply with privacy policies and procedures;
- Serve as an attestation of understanding and certification of receipt of the information enclosed within this policy for each employee.

Definitions:

Breach	Refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.
Federal Tax Information (FTI)	Includes tax returns or return information received directly from the Internal Revenue Service (IRS) or obtained through an authorized secondary source, such as Social Security Administration, Federal Office of Child Support Enforcement, Bureau of the Fiscal Service, or Centers for Medicare and Medicaid Services , or another entity acting on behalf of the IRS pursuant to internal Revenue Code (IRC) 6103(p)(2)(B) Agreement. The following is not FTI, but still considered PII and subject to confidentiality rules: A taxpayer provides his or her own tax information or a banking institution or employer provides the information, this information is not FTI (CDSS ACL 16-106). Treasure Offset Program (TOP) commonly referred to as Tax Intercept is authorized under 31 USC 3720A and is not considered FTI.
Malicious Software (Malware)	Software designed to cause damage to a single computer, server, or an entire computer network. Also known as malware, malicious software is most often installed on the computer without the user's knowledge.
Pharming	A scamming practice in which malicious code is installed on a personal computer or server, misdirecting users to fraudulent Web sites without their knowledge or consent.

Phishing	The scamming of users by sending emails or creating false web pages that are designed to collect an individual's personal information.
Personally Identifiable Information (PII)	Information directly obtained in the course of performing administrative function on behalf of the programs and can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual.
Security Violation	An act from within an organization that bypasses or disobeys security policies, practices, or procedures.
Spoofing	A type of scam where an intruder attempts to gain unauthorized access to a user's system or information by pretending to be the user.
SSA-Provided Data/Information	Information under the control of SSA provided to an external entity under the terms of an information exchange agreement with SSA. Example: Information from MEDS.
Vishing (Voice Phishing)	A phishing attack that uses phone calls, voice messages, or text messages to trick users into sharing sensitive information.

POLICY

What is Considered Confidential?

The determination of what or when information is privileged or confidential can be complicated. In any situation not specifically authorized in this policy, staff must discuss the request with their Supervisor prior to providing or denying access to the requested information. The Supervisor and Manager may, in turn, consult with a Deputy Director and the Deputy Director may contact Tehama County Counsel prior to providing or denying access.

In general, all applications and records concerning any individual in connection with the administration of public social services shall be confidential, and shall not be open to examination for any purpose not directly connected with the administration of that program, or any investigation, prosecution, or criminal or civil proceeding conducted in connection with the administration of that program. All information both written and oral concerning the name, address or circumstances of any individual is considered confidential and must be safeguarded.

The California Department of Social Services (CDSS) defines Personally Identifiable Information (PII) as information directly obtained in the course of performing an administrative function on behalf of a public assistance program that can be used alone, or in conjunction with other information, to search or identify a specific individual(s). The SSA and other Federal laws and statutes define PII as information about an individual used to trace that individual's identity and can include items such as name, social security number, date and place of birth, mother's maiden name, biometric records, alone or combined with other personal or identifying information. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, name, social security number, date of birth, and driver's license or identification number. PII may be electronic, paper, verbal or recorded and includes statements made by, or attributed to, the individual. PII is private, confidential information in all branches of Tehama County Department of Social Services (TCDSS).

This confidentiality policy applies to any current or former data systems used by agency employees. These systems include, but are not limited to: Adult Protective Services (APS) Case Tracker; Case Management Information and Payrolling System (CMIPS II); California Statewide Automated Welfare System (CalSAWS); Child Welfare Services Case Management System (CWS/CMS); SafeMeasures; ad hoc tools; LEAPS; California Healthcare Eligibility, Enrollment and Retention (CalHEERS); Business Objects; Finance Live; Income Earnings Verification System (IEVS); Medical Eligibility Data System (MEDS); MEDSLite; and any County-created electronic

document. Information contained in these systems may be provided by clients, community partners, or State or Federal agencies, and is not to be disclosed to unauthorized parties. Access to these systems is only permitted to authorized staff and granted at a level necessary for them to complete their assigned duties. Access to systems containing confidential information including not limited to PII and SSA-Provided Information will be granted based on principles of least privilege, need-to-know, and separation of duties. Wrongful access or use of electronic systems and information for personal gain, curiosity, or any non-business related reason is unacceptable, prohibited use.

Safeguarding Confidential Client, SSA, FTI, or Other PII Information

Violation of confidentiality is a misdemeanor and may result in criminal charges under the California Welfare and Institution Code (W&I) Section 10850. A violation of this policy can also be cause for disciplinary action and/or dismissal from employment and/or service. All agency employees are bound by confidentiality except for mandated reporting obligations as outlines in (W&I) 10850(e), 15630 and Penal Code 11165.7. County employees must not disclose any information about an individual, including acknowledging whether or not the individual is receiving services, without that individual's consent. Therefore, it is important for all employees to understand the safeguarding requirements and what they can do to uphold these requirements.

Verbal Safeguards: Clients and their cases shall never be discussed outside of the department by any agency employee. This applies even after an employee is no longer with the agency. Current employees may not discuss client names or services with past employees. Clients and case specific information shall never be discussed with other agency staff unless collaboration is required to meet the client's needs. If an employee is approached outside the agency by a client who requests information related to their case, the employee is to direct the client to contact the office during business hours for the requested information. Before releasing any information verbally to a client, all employees are required to verify the identity of the client in order to establish their right to the requested information (see heading "Releasing Confidential Information With or Without Authorization").

Physical Safeguards: Confidential information, whether in paper or electronic form, shall not be left unattended at any time, unless locked in a file cabinet, file room, or in a closed office. Unattended means that information is not being watched over by authorized staff. Cases and client documents cannot be removed from the office without prior authorization. When confidential case information is being transported, the confidential information shall not be left unattended at any time, not checked in baggage, must be kept out of sight, and shall not be made accessible by anyone other than the authorized employee in the course of administering public social services. Confidential information is not to be left unattended on copy machines or printers within the office. MEDS screen prints, including MEDS Online POS (Point of Service) Inquiry (MOPI) screens, shall not leave the agency building. When viewing confidential information on a computer screen, agency employees must lock their computers before leaving the area so login credentials are required to view the information and incidental viewing of information is restricted. When visitors are in the work areas (either a member of the public or business partners), all confidential material is to be kept out of view until the visitor leaves the area. Destruction of all documentation with PII is only authorized in the locked/secure shred bins.

Technological Safeguards: TCDSS "Electronic Systems & Information Assets" policy outlines the restrictions of communicating confidential information via technology or in an electronic manner. Communicating and exchanging client information with a coworker on the TCDSS system (i.e., all emails with a tcdss.org address) is allowed if the coworker has a business reason to provide the client's information. All emails that must contain confidential content and are sent to an external email address must be sent using the TCDSS Secure E-Mail System Process (further outlined in the "Electronic Systems & Information Assets" policy). Utilizing the secure email process allows additional security, encryption, and authentication required to safeguard any client information from unintended recipients. Communicating via text message or email to clients shall never be conducted on personally owned devices. As outlined in the "Communication via Electronic Messaging" policy, County owned smart phones or tablets issued to agency staff can be used to conduct business with clients if the client has completed the "Request and Authorization to Share Information Electronically" form and they have been informed that no PII will be communicated through this process.

Inadvertent texts and emails can be a violation of confidentiality; therefore, staff communicating with clients in this manner shall confirm the identity of the recipient prior to sending information. Allowing clients or non-authorized personnel to utilize agency owned devices is also prohibited. All electronic devices will require a passcode to function, will automatically lock after a predetermined period of time of inactivity, and will not unlock after multiple failed attempts to log in with inaccurate credentials in order to safeguard the information on the device. TCDSS IT will manage all security profiles, tracking, and authentication processes for all devices having access to the TCDSS Network and systems as outlined in the "Smart Phone and Tablet Usage" policy.

Employees are expected to follow these behaviors meant to mitigate risk of network malware attacks:

- Use only authorized websites related to your work activity.
- If someone you don't know sends you an attachment via email or instant message, do not open it. Only open email attachments if you are expecting them and know what they contain.
- Never respond to emails that request personal information.
- Do not click on links in a suspicious email.

Releasing Confidential Information With or Without Authorization

Clients may authorize the department to release their confidential information to specific people or for specific purposes. The following is a list of entities to which confidential information may be released in appropriate circumstances associated with the administration of public assistance programs pursuant to Manual of Policies and Procedures (MPP) Division 19-004 & WIC Section 10850:

Release to Contractors – When the county enters into contract with either a public or private agency and confidential information is to be released, the contract must include verbiage to ensure compliance with the aforementioned division and W&I Code.

Release to Public Officials

- The District Attorney, County Counsel, California Department of Social Services (CDSS), California Department of Healthcare Services (DHCS), U.S. Health and Human Services, and county welfare departments within California are allowed access when the purpose is necessary for the administration of public social services.
- County Auditor/Audits are given access when it is necessary to perform fiscal audits and/or procedure reviews and to ensure that fiscal accountability is being maintained.
- Legislatures and their committees will be given the information when requested, but any release must include a warning citing W&I Code 10850. This informs them that releasing this information without a purpose associated with the administration of public services is a misdemeanor.

Release to Law Enforcement

- *Welfare Fraud Investigations* – Agency employees are authorized to cooperate fully with officers from the Special Investigations Unit (SIU) to the extent they are investigating a suspected welfare fraud incident. SIU shall have access to all County Welfare Department files, records, and personnel specific to the investigation they conduct, with the exception of taxpayer return information, which may only be disclosed with express authorization.
- *Abuse/Neglect Investigations* – TCDSS will work cooperatively with law enforcement regarding the investigation of suspected child, dependent adult or elder abuse and/or neglect cases (MPP 31-005, Penal Code 11166.3, MPP 33-510, and WIC 15633) as this is for the purpose of administering social services.
- *Requests from Law Enforcement (W&I Code Sections 10850.3 and 10850.7)* – These requests must be forwarded to the Program Manager and Deputy Director or Director for consideration and determination of compliance. When not using the information for the purpose of the administration of social services, law enforcement is allowed access to confidential information limited to: name,

address, telephone number, birth date, social security number and physical description for the following individuals. All requests must be made in writing from the head of the law enforcement agency, or by an employee of the agency so authorized and identified by name and title by the head of the agency in writing

- *Deceased Recipient* (If made via telephone, they are allowed 5 days to submit the written request.)
- *Customer where a warrant for felony or misdemeanor has been issued (limited to disbursement records for CalWORKs and social services cases other than Child Protective Services and Medi-Cal)*
- *CalFresh and CalWORKs case information may be released when:*
 - Customer is fleeing to avoid prosecution, custody, or confinement after conviction;
 - Customer is in violation of probation or parole;
 - Customer has information pertinent to Law Enforcement regarding persons fleeing or violating probation or parole;
 - Law Enforcement is tasked with locating or apprehending the customer;
 - The request is made in the proper exercise of official duty.

Release in Conjunction with a Lawsuit – Anytime a customer is a party or a plaintiff in a lawsuit with the state of California, the attorney representing the state can be given access to their records. However, the information contained within will only be disclosed if it applies to the case at hand. The court must also be made aware and held to the state laws and policies against further disclosure of this information.

Release to Schools – Information may be released to Superintendents and their designated representatives for the administration of federally assisted programs. They must be informed of the criminal prohibition from disclosing this information. We must also have a valid Memorandum of Understanding (MOU) in place with the school district.

Release to Parents Who Wish to be Reunited with Their Families – Agency staff are not to acknowledge whether or not the other parent receives aid. The other parent if aided must be contacted for permission to release the information unless the requesting parent alleges the child has been abducted or kidnapped. In these situations, Child Protective Services and law enforcement must be contacted.

Release to Research Organizations (MPP 19-004.8) – Information can be released to these organizations without the authorization of the applicant or recipient on the condition that the research company will supply in writing that they are meeting both the MPP Division and W&I Codes mentioned above.

Release to Application/Recipient or Authorized Representative – In general, an applicant/recipient and/or their representative has the right to any information that was supplied to the agency from them directly. Authorization to release this information can be provided in writing or verbally over the phone. Any telephone authorizations are considered one-time, or for this instance. The agency employee must adequately identify the customer by asking for multiple pieces of identifying information that can be referenced within the case to verify accuracy (ex. Case number, driver's license number, social security number, mother's maiden name, etc.). The customer must also clearly identify the party to whom they would like information released. Clients can also authorize the release of this information in writing. All authorizations must be dated, will expire one year from the date of authorization unless a short time period is specified, can be revoked by the client at any time, and will stand while a case is in the hearing process or under appeal unless revoked. In the client at any time, and will stand while a case is in the hearing process or under appeal unless revoked. In cases involving CalWORKs clients, no written authorization is needed for discussions when the authorized representative and the client are present.

- *Access to Case Records* – Case information held by CDSS, DHCS, or any agency supervised by CDSS can be viewed except for the following:
- *Privileged Information* – may NOT be released.

- This includes information that identifies an informer (Evidence Code Section 954) or attorney-client information and communications (Evidence Code Section 1041).
- Confidential minor health services may not be released to anyone other than the minor without the minor's consent.
- The possibility of privilege exists when information comes to TCDSS from a third party, without the customer's permission or knowledge. Further, a member of a household or Assistance Unit generally may not access a document that pertains to another member of the household unless the member who is the subject of the document has signed a written release authorizing the inspection. Examples include CWS case files containing information about multiple parents and siblings; status of children removed from the home by CWS; taxpayer return information; mental health and substance abuse treatment; domestic abuse; learning disabilities. (ACL 16-02)
- MPP 19-005.4 provides that a customer may inspect the case record including case narrative with the exception of privileged information.

Release to Medi-Cal Provider (All-County Welfare Director's Letter 08-04) – Medi-Cal providers are required to make a good faith effort to obtain needed information from the customer before contacting this agency. Should a Medi-Cal provider request customer information from the agency, staff must obtain the provider's name, telephone number and enough information to identify the customer. Information must be sufficient to assure staff that there is no question as to the identity of the provider or the customer. Once assured, staff may:

- Provide the customer's Medi-Cal Benefits Identification Card (BIC) number and date of birth.
- State if a customer is ineligible in a specific month, but provide no other information about an ineligible individual.
- Provide a reason for a denial if requested, should the provider need that in order to offer charity assistance to the individual.

Jury Duty – When an employee is called for jury selection and the employee knows the defendant is a client of TCDSS, the employee should respond to the question of "How do you know the defendant?" with the following statement: "I assert the official information privilege pursuant to Evidence Code Section 1040 subsection (G)(1)." If the employee is asked for more information, the employee should then ask to speak to the judge in private. In private, the employee should inform the judge that the defendant is a client of TCDSS. The employee should then wait for the judge to decide if that information is to be disclosed or not.

Friends/Relatives

Tehama County is a small community and it is a common occurrence to see familiar faces in the office. Employees are encouraged to be friendly with acquaintances, but should not engage in lengthy conversations. If a friend or family member begins a non-work related conversation with the employee in the lobby, the employee will politely explain that he/she will call them at home to finish the conversation.

Occasionally a close friend or relative may come into the office to apply for services. Regardless of how close the employee feels to this person, they may not want the employee to know why they are here. Client names and services are **never** to be discussed or disclosed outside of this department (this includes the employee's family).

Employees shall not work on, handle or otherwise involve themselves in the processing of any case for a client who is a relative or a friend. Employees shall not work on, handle or otherwise involve themselves in the processing of their own case. This includes accessing case information through computer systems.

Security Incident Reporting

Any potential breach/loss or unauthorized release of confidential information must be reported immediately upon discovery to the Deputy Director of Operations or designee. At that time, the determination of what

information was breached and to which State or Federal agency the breach should be reported will be made. If assistance is needed with this determination, the CDSS Fraud Bureau can be contacted for assistance. As outlined in the "Information Security Incident Reporting for Federal Tax Information and Social Security Administration Personally Identifiable Information" policy, if the breach is involving information that belongs to the Social Security Administration, California Department of Healthcare Services, or California Department of Social Services, the Deputy Director of Operations or designee will notify the appropriate state official. In instances where SSA-provided information has been breached, the loss must be reported immediately. In all other instances, a breach or loss must be reported within one working day.

The procedures to report a privacy and security incident or potential incident are as follows:

1. All staff must report the incident to their Supervisor and Manager or Deputy immediately.
2. The Manager, Deputy, or designee must complete the Privacy Incident Reporting Form, and return the completed form to the Deputy Director of Operations or designee immediately.
3. The submitted report must include what immediate actions were taken to prevent further unauthorized disclosure of data, and a corrective action plan.
4. The Deputy Director of Operations or designee will report incidents as required to DHCS and CDSS.

Attestation & Acknowledgment of Understanding

All employees are legally obligated to abide by the rules and regulations expressed in this policy. Violation of confidentiality is a misdemeanor and may result in criminal charges under the California Welfare and Institution Code 10850. A violation of this policy can also be cause for disciplinary action and/or dismissal from employment and/or service.

By signing this document, you are:

- ___ Agreeing to keep confidential and not disclose any Personally Identifiable Information and uphold the confidentiality of all information accessed as part of your assigned tasks in the administration of public social services for Tehama County; and
- ___ Certifying you accept and understand the potential criminal, civil, and administrative sanctions or penalties for unlawful access and/or disclosure, misuse, or any act constituting a security violation.

This attestation will be retained within the Department for 5 years from the signed date, or until your employment has ended.

Employee Name

Signature

Date

REFERENCES

[ACIN I-11-14](#)
[ACWDL 08-04](#)
[ACL 07-29](#)
[ACL 85-22](#)
[ACL 16-02](#)
[ACWDL 24-08](#)

[California Department of Social Services' Manual of Policy and Procedures \(MPP\) Division 20 Recipient Fraud](#)
[MPP Division 19 Confidentiality of Records Sections 19-002.1, 19-004, 19-005.1-2 & 19-005.4](#)
[California Evidence Code Section 954](#)
[California Evidence Code Section 1041](#)
[California Welfare and Institutions \(W&I\) Code Section 305-324.5](#)
[W&I Code Section 10850](#)

[W&I Code Section 10850.3](#)

[W&I Code Section 10850.7](#)

[W&I Code Section 14100.2](#)

[W&I Code Section 15633.5](#)

[California Penal Code 11166.3](#)

[The Privacy Act of 1974](#)

[Social Security Act Sections 1137, 453, and 1106](#)

[SSA Technical System Security Requirements \(TSSR\)](#)

[IRS Publication 1075](#)

[TCDSS Policy: System Security Role Assignment](#)

[TCDSS Policy: Electronic Systems & Information Assets](#)

[TCDSS Policy: Communication via Electronic Messaging](#)

[TCDSS Policy: Information Security Incident Reporting](#)

[for Federal Tax Information and Social Security](#)

[Administration Personally Identifiable Information](#)

FORMS

[CW 2213 Response to Request to Inspect](#)

[Case Record \(CalWORKS, CalFresh, TCVAP
and Refugee Programs\)](#)

[EDD Confidentiality Agreement](#)

[MEDSLite Oath of Confidentiality](#)

[SOC 882 - County CMIPS II User ID](#)

[Confirmation](#)

EXHIBIT F
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)
DIRECT SALARIES				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
DIRECT BENEFITS/FRINGE				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
DIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -
DIRECT COSTS				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
DIRECT COSTS TOTAL	\$ -	\$ -	\$ -	\$ -
INDIRECT SALARIES				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT BENEFITS/FRINGE				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT SALARIES & BENEFITS TOTAL	\$ -	\$ -	\$ -	\$ -
INDIRECT COSTS				
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
0	\$ -			\$ -
INDIRECT COSTS TOTAL	\$ -	\$ -	\$ -	\$ -
TOTAL INVOICE		\$ -		
TOTAL CONTRACT	\$ -		\$ -	\$ -

EXHIBIT G
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 H

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