

DUTCHESS COUNTY
COMMUNITY & FAMILY
SERVICES
13-0127-12/13-SS
2012 MAR 25 AM 10:00

AGREEMENT

THIS AGREEMENT, made this 23rd day of April, 2013, by and between two departments of the COUNTY OF DUTCHESS, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 to wit: The DISTRICT ATTORNEY, (hereinafter referred to as "District Attorney") and the DEPARTMENT OF COMMUNITY & FAMILY SERVICES, (hereinafter referred to as "Community & Family Services").

WITNESSETH:

WHEREAS, Community & Family Services desires the services of the District Attorney to provide representation in matters requiring legal action, and

WHEREAS, the District Attorney is qualified and is willing and able to perform such services in a timely manner, and

WHEREAS, the funds necessary to pay for such services are appropriated in the 2013 Adopted County Budget, now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES. The Contractor shall perform, using standards of care acceptable to the County and in strict compliance with all applicable federal, state and local laws, regulations and procedures, the services set forth in Exhibit "A" annexed hereto and made a part of this Agreement.

If any term of the Scope of Services contradicts or creates an ambiguity with any term of this Agreement, this Agreement shall govern.

2. TERM OF AGREEMENT. This Agreement shall be effective January 1, 2013, and shall terminate on December 31, 2013, unless otherwise terminated as set forth herein.

3. PAYMENT. As full and complete consideration for the services so rendered to this Agreement, the District Attorney shall be reimbursed by Community & Family Services in an amount equal to the actual hours of services performed by the employees assigned under this Agreement, computed at the hourly rate, including fringe benefits of the assigned employees, not to exceed the sum of ONE HUNDRED SIX THOUSAND FIVE HUNDRED SEVENTY SIX and 00/100 (\$106,576,000.00) DOLLARS. Reimbursement from Community & Family Services to the District Attorney shall be in a form approved by the Comptroller and shall include a time allocation summary by program for each billing period so that Community & Family Services may properly claim the services.

4. QUALIFICATIONS OF THE DISTRICT ATTORNEY: The District Attorney specifically represents and agrees that the attorneys provided Community & Family Services under this Agreement possess the experience, knowledge and character necessary to qualify them individually for the particular duties they shall be called on to perform.

5. EXTENSION. This contract may be extended for additional periods of one year each, not exceeding in total five (5) years, upon such terms and conditions as may be agreed between the parties.

6. BUDGET. The District Attorney agrees to provide services under this Agreement in strict compliance with the budget which is annexed to and made a part of this Agreement as Exhibit "B" and which details all personnel or other costs of services to be rendered by the District Attorney under this Agreement. Any change or modification of the budget must be in writing and must be approved in advance by the County. Notwithstanding any other provision of this Agreement, the District Attorney agrees that, in the event that his expenditures are less than his total budget and at the termination of this Agreement County funds remain unexpended, he shall return said funds to Community & Family Services.

7. ENTIRE AGREEMENT. The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modification, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded this basic Agreement.

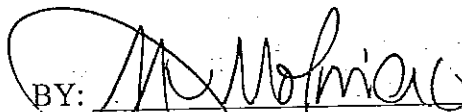
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

ACCEPTED: COUNTY OF DUTCHESS




County Attorney's Office



BY: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:



Robert Allers, Commissioner of
Community & Family Services

BY: _____
William V. Grady
District Attorney

DUTCHESS COUNTY DISTRICT ATTORNEY
LEGAL SERVICES
SCOPE OF SERVICE
2013

The Office of the District Attorney will provide one full time District Attorney who will be dedicated to the Social Services Department for legal activities relating to fraudulent receipt of public assistance benefits.

The following types of cases will be referred to the District Attorney for further legal action:

- 1) Cases involving fraudulent receipt of public assistance benefits due to deliberate misrepresentation of facts, making false statements, or withholding information. First time offenses with no special circumstances shall be referred when the dollar amount equals or exceeds \$500.00. Second time or more offenses and/or first time offenses with special circumstances may be referred for lesser dollar amounts.
- 2) Cases with an obligation to repay the Department of Social Services for benefits improperly received. This includes cases with a court ordered repayment that is not being met.
- 3) Cases of suspected employee fraud.
- 4) Cases involving violation of fiduciary responsibility on behalf of assistance recipients.

The District Attorney will refer the following cases to the Social Services Department to determine if there also occurred violations of Social Services Law.

- 1) Individuals arrested for income generating offenses.

The Social Services Department will make available to the District Attorney all the evidence that Social Services has obtained. The District Attorney will review all the material, which may include the Social Services case file, and request additional documents or evidence if needed. The District Attorney will determine the appropriate legal action which may include prosecution, confession of judgment, violations or probation, or disqualification consent agreements. The District Attorney will perform the necessary prosecutorial activities including issuing subpoenas.

The District Attorney will meet the Social Services' staff on a regular basis, at least once each month. The District Attorney will permit the Social Services Department to access the District Attorney's sub-system of the Dutchess County Public Safety System database to perform criminal background history checks. The Supervisor of the Department's Special Investigations Unit will access this system from his office computer.

The District Attorney will cooperate with the Social Services Department in providing an annual report of statistical information relating to the number of cases handled, the disposition of each, and the amounts collected as a result of the legal activities.

Investigative Unit Operations Plan

The Special Investigations Unit (S.I.U.) is responsible for the investigation of allegations of client/welfare fraud. S.I.U. is comprised of a Supervisor, four Investigators (each of who participate in both Fraud and FEDS), a Resource Consultant, an Account Clerk, a Social Welfare Examiner II, a Senior Office Assistant and an Office Assistant. It is anticipated that the Resource Consultant and the CAMS Clerk will be moved to the Departments Accounting Division by the end of the 2015 Calendar year.

A "Request for Investigation" is assigned to an Investigator by the Supervisor of S.I.U. and various computer checks are completed by the Office Assistant.

Investigations include home visits, field work, collateral contacts, computer checks, office interviews and review of eligibility records.

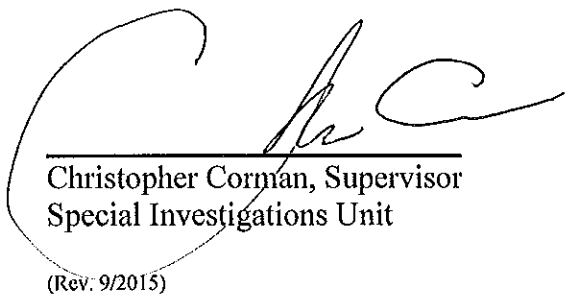
Upon completion of a Fraud case with any type of overpayment, a Report of Investigation is completed and the agency has stops in place to recover. This process ranges from recoupments if the case is active to voluntary repayments on closed cases to wage garnishments if payments are not made.

Potential criminal cases are first discussed between the Investigator and the Supervisor of S.I.U. If it is determined that the case meets the criteria then the case is prepared for the District Attorney's Office. The Senior Assistant District Attorney then reviews the case and either accepts or rejects the case. If the case is accepted, the Senior Assistant District Attorney coordinates the case through the criminal process and informs the individual Investigator at each step. Cases referred for potential prosecution normally have a \$3,000 overpayment or more ceiling mark. There are circumstances where an amount lower than that will be accepted upon additional review. Cases that can be referred for prosecution include Temporary Assistance, SNAP (formerly Food Stamps), Medicaid and Daycare.

For situations where prosecution is not feasible for one reason or another (i.e. faulty paperwork) the agency does have a process to refer the matter back to the state for an Intentional Program Violation. After this an Administrative Fair Hearing is held. If affirmed by the state, the individual could face being disqualified from an eligibility program for a specific period of time and still be responsible for paying the agency back.

Dutchess County Department of Community and family services does not pursue Disqualification Consent Agreements. We pursue an administrative disqualification hearing for disqualifications of the Temporary Assistance and Snap program or as part of a plea in criminal court the individual will be subject to a disqualification of the Temporary Assistance or Snap program

Dutchess County Department of Community and Family Services also conducts Front End Detection interviews on certain Temporary Assistance, Medicaid and Daycare applicants. This process helps weed out individuals/families at application time prior to any assistance being granted that would otherwise not be eligible based on false information being given to the Department.



Christopher Corman, Supervisor
Special Investigations Unit

(Rev: 9/2015)