

Investigative Unit Operations Plan

County: Fulton
Contact Person: Kristina Ruggeri
Title: Principal Social Welfare Examiner
Phone #: (518) 736-5620
E-mail Address: 17a404@dfa.state.ny.us

1. What unit is responsible for the investigation of client fraud allegations?

Please provide the name of the unit, # of positions, titles of positions, and how allegations are processed.

- Investigative Unit
- 11 positions
 - 1- Principal Social Welfare Examiner (PSWE)
 - 1- Senior Social Welfare Examiner (half time) (SRSWE)
 - 3 1/2- Social Welfare Examiners (SWE)
 - 1- Account Clerk-Typist
 - 2- Typists
 - 1- Sheriff Investigator (contract for full-time)
 - 1- Assistant District Attorney (contract for part-time)
- Investigative Unit accepts referrals for allegations from within the Department. Referrals are also received from the general public, community and state agencies. The PSWE reviews and assigns referrals to the Social Welfare Examiners by caseload and to the Sheriff Investigator. The PSWE, Social Welfare Examiners, and Sheriff Investigator complete the initial prep work on referrals. Discussions are then held between the Sheriff's Investigator, PSWE, and Social Welfare Examiners to make a determination on the action to be taken on the case.

2. What unit is responsible for the prosecution of client fraud allegations?

Please provide the name of the unit, # of positions, titles of positions, and how allegations are processed.

- Investigative Unit
- 11 positions
 - 1- Principal Social Welfare Examiner (PSWE)

1- Senior Social Welfare Examiner (half time) (SRSWE)

3 1/2- Social Welfare Examiners (SWE)

1- Account Clerk-Typist

2- Typists

1- Sheriff Investigator (contract for full-time)

1- Assistant District Attorney (contract for part-time)

- Investigative Unit accepts referrals for fraud from within the Department. Referrals are also received from the general public, community and state agencies. The PSWE reviews and assigns referrals to the Social Welfare Examiners by caseload and to the Sheriff Investigator. The PSWE, Social Welfare Examiners, and Sheriff Investigator complete the initial prep work on referrals. Discussions are then held between the Sheriff's Investigator, PSWE, and Social Welfare Examiners to make a determination on the action to be taken on the case. A final conference is held with the PSWE, the Sheriff Investigator, and the ADA to pursue charges in cases determined to be fraudulent.

3. What unit is responsible for determining the overpayment amount, establishing the claim, and collection activities?

- Investigative Unit
- Social Welfare Examiners determine the overpayment amount.
- Account Clerk Typist establishes the claim
- Account Clerk Typist handles collection activities related to the CAMS system

4. What are the step by step procedures for the referral of fraud cases for administrative hearings, including the notices provided and the timing of providing such notices?

- Due to an agreement with the Fulton County District Attorney's Office this agency does not utilize the administrative hearing process.

5. What are the step by step procedures for the referral of fraud cases to your District Attorney, including the notices provided and the timing of providing such notices?

- When an investigation indicates that sufficient documentation supports that fraud has occurred, the case is prepared for review. A copy is made for the ADA, Sheriff Investigator and Investigative Unit.
- A meeting for review is conducted with the ADA, Sheriff Investigator, and PSWE.
- After review. The ADA makes one of the following decisions:

Requests more information or further investigation

Accepts the case for prosecution

Makes a determination that the case is not appropriate for prosecution

Refers the case to the DCA process

- The case is then turned over to the Sheriff Investigator for arrest.

6. What are your procedures for offering a Disqualification Consent Agreement (DCA)?

- When an investigation indicates that sufficient documentation supports that fraud has occurred, the case is prepared for review. A copy is made for the ADA, Sheriff Investigator and Investigative Unit.
- A meeting for review is conducted with the ADA, Sheriff Investigator, and PSWE.
- After review. The ADA makes one of the following decisions:

Requests more information or investigation

Accepts the case for prosecution

Makes a determination that the case is not appropriate for prosecution

Defer the case to the DCA process

- The ADA completes the deferring adjudication for DCA form stating that prosecution will be deferred if said client enters into a DCA. The evidentiary packet is referred back to the Investigative Unit to complete the LDSS-4904 and LDSS-4903 and to contact the client.
- The SWE completes the Disqualification Consent Agreement LDSS-4904 and Notice of Consequences LDSS-4903, and allegation cover letter. All forms are submitted to the PSWE for review.
- The cover letter with the allegation, appointment time and date (at least 13 days in the future) are sent to the client along with the Notice of Consequences and Disqualification Consent Agreement.
- If the client attends the appointment the agencies supporting documentation is reviewed by all parties and the consequences of the disqualification are explained to the client.
- The DCA Interview Acknowledgment Form is given to the client to review and sign.
- The client is given a copy of the signed DCA (LDSS-4903), signed Notice of Consequences (LDSS-4904) and the DCA Interview Acknowledgment Form at the conclusion of the appointment.
- If the office receives a signed DCA, dated at least 10 days after the date of the advanced notification, a copy of the DCA Interview Acknowledgement Form is sent by certified mail, return receipt requested, to the last known address, along with a cover letter acknowledging receipt of the signed DCA, but notifying them the agency is ensuring they understand their rights. The client will also be asked to contact the agency to review the form. A self-addressed stamped envelope will be included for the client to return the completed form.

7. How is it proven that an individual has been advised on the court record of the Public Assistance disqualification penalties?

- Before a plea, the client will be given the Statement for the Record-To Advise Individuals on the Record of Disqualification Provisions Contained in SSL 145-c and Regulations at 18NYCRR 359.9 to read and sign.

- When the client enters their plea, the judge will then ask the client if they have received and signed the Statement for the Record. At that time, the judge will sign the Order Entering Statement Into Record.
- A copy of the Statement for the Record and Order Entering Statement Into the Record is returned to the Investigative Unit along with a case disposition sheet.

Attachment: Cooperative Agreement between FCDSS and FCDA for DCA's

Cooperative Agreement between FCDSS and FCDS for Fraud.

2015 COOPERATIVE AGREEMENT

By and between

The Fulton County Department of Social Services

And

The Fulton County District Attorney's Office

For

Prosecution of Fraud Cases

This is an Agreement by and between the Fulton County Department of Social Services hereinafter referred to as FCDSS and the Fulton County District Attorney's office hereinafter referred to as FCDA.

WHEREAS, FCDSS is desirous of prosecution services to prosecute cases of social services fraud, and

WHEREAS, FCDA is willing to provide said prosecution services to FCDSS; now therefore, it is

In consideration of the mutual promises herein contained, the parties agree as follows:

1. The FCDA shall provide FCDSS with the equivalent of one part-time Assistant District Attorney for the prosecution of Social Services fraud cases referred to FCDA by FCDSS.
2. The designated Assistant District Attorney will be an employee of FCDA. The FCDSS's status in this contract is that of an independent contractor. The employees performing under this agreement will continue to report to their own supervisors. However, as the Commissioner of Social Services bears the full responsibility for the Department of Social Services and the programs provided by the Department of Social Services, the Commissioner of Social Services has the right to have reassigned any employee performing under the contract and to request retention, restatement or reassignment of any contract employee(s) who may have been removed.
3. The FCDA Assistant will devote an average of 17.5 hours per week of his prosecution time to the prosecution of Social Services fraud cases, scheduled according to the discretion of the FCDA's office, for which the FCDA Assistant will be compensated pursuant to Paragraph "25" of this Agreement.
4. The FCDA designated to provide said services shall confer with the Commissioner of Social Services or her designee for the assignment of referrals and discussion of cases. The Designated FCDA will keep the Commissioner of Social Services or her designee informed of the progress on referrals made and continue to confer on referred cases to the extent that FCDSS can provide additional information and guidance on referred cases as well as information and guidance on the laws and regulations that govern FCDSS.
5. Under normal circumstances, FCDSS will not request or require a replacement for the designated FCDA Assistant when he/she is scheduled for vacation, training, or sick leave. However, should circumstances necessitate, the District Attorney or one of his other associates shall cover cases as the District Attorney sees appropriate.

6. It is understood that the designated FCDA Assistant will participate in any training required by FCDA. All costs, except wages, associated with such training will be the responsibility of the FCDA.
7. Any and all clerical support for the FCDA Assistant will be the responsibility of the FCDA.
8. All cases referred to the FCDA for consideration of prosecution under the terms of this Agreement will be through FCDSS. Should the FCDA Assistant come upon any cases outside of the FCDSS referral process that would be appropriate for the services rendered under this Agreement, the FCDA Assistant will bring the case to the attention of FCDSS for referral according to FCDSS procedures. Payment will not be made for services rendered for any cases not approved of or referred by FCDSS.
9. The FCDA Assistant will confer with the FCDSS Fraud Investigator on a regular basis to discuss referrals.
10. The FCDSS shall provide the FCDA with all pertinent information needed for the prosecution of Social Services fraud cases, including but not limited to, the computation of overpayments for cases of alleged fraud.
11. The FCDA agrees to inform FCDSS, in writing, within 15 days of its decision as to whether it intend to pursue prosecution of a referred case. FCDSS retains the right to withdraw, in writing, any case from the FCDA after the 15 day period.
12. The FCDA will be willing to work with FCDSS in the use of Food Stamp Disqualification Consent Agreements in lieu of prosecution for Food Stamp fraud cases.
13. The FCDA will notify FCDSS as soon as possible prior to any scheduled evidentiary hearing in which testimony will be required of Social Services and employees concerning fraud cases. This notification will endeavor to insure accurate information and the availability of any FCDSS witness.
14. The FCDA will provide written notification of the indictment of any Social Services fraud cases to FCDSS within five (5) days, except in the case of a sealed indictment in which case written notification will be given as soon as practicable.
15. The FCDA will provide FCDSS with written notification of final disposition on all cases prosecuted under this Agreement within 10 days of the final disposition of a case.
16. The FCDA Assistant will maintain a log that will note number of hours worked per day, cases worked on and/or type of activity.
17. The FCDA Assistant shall maintain complete records on all Social Services cases prosecuted for fraud.
18. The FCDA shall supply statistical information on the above referenced cases on an as requested basis.
19. The FCDA shall make available all official records related to this operation under this Agreement if requested by FCDSS and allow auditors from the New York State Office of Temporary and Disability Assistance, the New York State Department of the Comptroller and the United States Department of Health and Human Services and the United States Department of Agriculture. The Contractor agrees to provide the aforesaid governmental agencies and their duly authorized representatives with full access to aforesaid records to inspect and audit such records as requested.

20. All records of the FCDA relating to their operation under this Agreement shall be maintained for seven (7) years from the date the case was closed.
21. The FCDSS and FCDA agree that any recipient information obtained by the employees of either party, regarding investigation or prosecution of cases referenced herein shall be held confidential in accordance with applicable Social Services and Federal laws of confidentiality. Information provided by or exchanged between the COMMISSIONER and the DISTRICT ATTORNEY or their respective representatives in or for this Agreement will be used only for the intended purpose of combating social services fraud, and appropriate measures shall be taken by the same persons to safeguard the confidentiality of such information to the extent required by State and Federal laws and regulations.

Any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

"This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to who it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of the State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."

22. The Contractor agrees to ensure that no person shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any activity funded in whole or in part with funds made available under the Low Income Home Energy Assistance Act of 1981. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 also shall apply to any such program or activity.

The Contractor agrees to observe the Civil Rights Act of 1964 as amended, Executive Order 11246 entitled "Equal Employment Opportunity" and regulations issued there under by the Department of Labor contained in 41 CFR Part 60.

The Contractor agrees to observe all applicable regulations issued by the Department of Health and Human Services in implementing the Rehabilitation Act of 1973 contained in 45 CFR Parts 84 and 85 entitled "Non-Discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

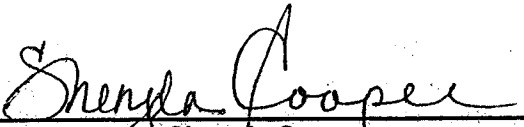
23. Either party may terminate this Agreement upon thirty (30) days notice, in writing without cause and immediately if for cause or if Federal or New York State reimbursement is terminated or not allowed.
24. Services rendered under the terms of this Agreement shall be provided from **January 1, 2015 through December 31, 2015.**
25. Total cost for services rendered to FCDSS by FCDA as stipulated by this Agreement for this contract year shall not exceed **\$28,604.** (See itemized budget).

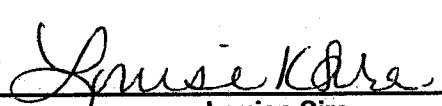
FCDA will bill FCDSS on a monthly basis for services rendered on standard County claim forms. Billing will reflect actual services rendered. The Assistant DA's log noting the number of hours worked for each day during the month shall be submitted with the monthly claim forms. No

claims will be reimbursed without the submission of the logs. Mileage incurred during the course of an investigation or as the result of an investigation shall be reimbursed at the current County rate for actual mileage.


- 26. It is understood and agreed that the services rendered by the FCDA under this Agreement shall be in addition to those services, which the FCDA is obligated to perform under law.
- 27. FCDA hereby agrees that FCDSS shall be indemnified and held harmless for any errors or omissions that FCDA may commit in the course of performing the services detailed in this Agreement. FCDA will defend FCDSS, its officer and employees from and against any suits, losses, damages or claims arising out of the FCDA services for this Agreement. FCDSS will similarly hold the FCDA harmless.
- 28. This Agreement contains the entire understanding between the parties and shall be subject to revision by mutual consent. Any modifications, alterations or variations of this Agreement shall only be valid when they have been reduced to writing, duly signed and attached to the original Agreement.

Signatures:

12/31/14 
 Date Sheryda Cooper
 Commissioner
 Fulton County Department of Social Services

12/2/14 
 Date Louise Sira
 Fulton County District Attorney

1/2/15 
 Date Chairman
 Fulton County Board of Supervisors

12/14/14 
 Date Approved as to Form
 Louis DelGiacco – DSS Attorney

2015 Budget Part Time ADA

50% Salary	\$25,414.00
50% Fringe Benefits	\$3,190.00
Total	\$28,604.00

Fulton County Department of Social Services

Business Associate Agreement Addendum HIPAA Privacy Rule

Definitions

- a. **Business Associate** "Business Associate" shall mean the contractor.
- b. **Covered Entity** "Covered Entity" shall mean The Fulton County Department of Social Services.
- c. Other terms used, but not otherwise defined in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164.

Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent to whom it provides PHI agrees to and understands the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to make PHI available to the individual subjects of such information as required by law.
- g. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- h. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.
- i. Business Associate agrees to make any amendments(s) to PHI as requested by Covered Entity or an Individual or appropriate Federal or State Departments or Agencies.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or appropriate Federal or State Departments or Agencies in a time and manner designated by Covered Entity or designated by the Secretary of Health and Human Resources, for purposes of determining Covered Entity's compliance with the Privacy Rule.

General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of Covered Entity as specified in the Master Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

Obligations of Covered Entity

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions:

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy of Covered Entity in accordance with 45 CFR § 164.520, to the extent such limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocations of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

- a. **Term** The Term of this Agreement shall be in effect as of the dates noted in the Master Agreement, after which time all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section. These same provisions shall apply if for some reason Agreement is terminated prior to the effective dates of the Master Agreement.
- b. **Termination for Cause** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the Master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Entity, or if the Covered Entity may immediately terminate this Agreement and the Master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.

Violations

It is further agreed that any violation of this agreement may cause irreparable harm to Fulton County Department of Social Services, therefore Fulton County Department of Social Services may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damage.

- a. The Business Associate shall indemnify and hold Fulton County Department of Social Services harmless against all claims and costs resulting from act/omissions of the Business Associate in connection with the Business Associate's objections under this agreement.

Miscellaneous

- a. **Regulatory References** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. **Amendment** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. **Survival** The respective rights and obligations of Business Associate under Section Term and Termination of this Agreement shall survive the termination of this Agreement.
- d. **Interpretation** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- e. If anything in this Agreement conflicts with a provision of any other Agreement on this matter, this Agreement is controlling.
- f. **HIV/AIDS** If HIV/AIDS Information is to be disclosed under this Agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

Department of Social Services
 8/21/14 Sheryda Cooper
 Date Commissioner

Business Associate
 12/2/14 Louise Kora
 Date Director/CEO

1/2/15 Kalpa Attuse
 Date Chairman
 Fulton County Board of Supervisors

12/4/14 [Signature]
 Date Approved as to Form
 DSS Attorney

COOPERATIVE AGREEMENT
By and Between
THE FULTON COUNTY DEPARTMENT OF SOCIAL SERVICES
and
THE FULTON COUNTY DISTRICT ATTORNEY'S OFFICE
for
PUBLIC ASSISTANCE AND FOOD STAMPS
DISQUALIFICATION CONSENT AGREEMENTS

This Agreement made effective the 1st day of September 2006, between the FULTON COUNTY DEPARTMENT OF SOCIAL SERVICES (the Department) and the FULTON COUNTY DISTRICT ATTORNEY'S OFFICE (District Attorney) is entered into between the parties.

WITNESSETH

Whereas; 18 NYCRR 359.4 (b)4 requires the DEPARTMENT to enter into a written agreement with District Attorneys with regard to advance written notification of the consequences of signing a disqualification consent agreement where Public Assistance and Food Stamps intentional program violations are alleged,

NOW, THEREFORE, it is agreed as follows:

The DISTRICT ATTORNEY agrees that in all cases referred to his/her office where (1) a public assistance or food stamp intentional program violation is alleged, and (2) where the case is to be settled upon a basis of a deferred adjudication (e.g. adjournment in contemplation of dismissal), and (3) where a statement for the record is part of such settlement or order, the DISTRICT ATTORNEY will notify the DEPARTMENT prior to such settlement.

9/8/06
Date

Sheryda Cooper
Sheryda Cooper, Commissioner
Fulton County Department of Social Services

9/7/06
Date

Louise K. Sira
Louise Sira, District Attorney
Fulton County District Attorneys Office

9/7/06
Date

David M. Cooper
David M. Cooper, DSS Attorney
Approved as to Form

DCA INTERVIEW ACKNOWLEDGEMENT FORM:

(If interview is conducted by phone, your answers may have been recorded, and the investigator noted your responses).

CASE NUMBER: _____

We want to be sure that you understand the allegations against you, and your rights and responsibilities, when we discuss a possible Disqualification Consent Agreement with you.

____ this interview was conducted by phone and was recorded.

____ this was a face to face interview

____ this form was filled out and returned by client via mail process

Name of Individual Interviewed: _____

Date and Time of Interview: _____

Name of Staff Member Conducting Interview: _____

I DID ____ need an interpreter or assistance with reading or writing - and it was provided to me (specify what assistance/interpreter _____); or

I DID NOT ____ need an interpreter or assistance (but I know that I can always ask for assistance or an interpreter).
Initial: _____

1. I have been advised that I don't have to make any statement, or sign anything at all, but that if I do, any statement I make can and will be used against me in the trial or trials for the offense(s) outlined in the evidence I've been provided.
Initial: _____

2. If I decide not to give a statement or sign a Disqualification Consent Agreement, that decision will not affect my eligibility for benefits.
Initial: _____

3. I know that I have a right to talk to a lawyer about these allegations - and I can access a lawyer of my own choosing. If I can't afford a lawyer, I can call for legal assistance at _____.
Initial: _____

4. I have received the evidence packet, the proposed Disqualification Consent Agreement and the Notice of Consequences of Signing the Disqualification Consent Agreement.
Initial: _____

5. I understand all of the materials I have been provided, and have had the opportunity to ask any and all questions regarding the charges against me, and the consequences of signing or not signing today.

I asked questions about/stated the following: _____

Initial: _____

6. I AM signing the Disqualification Consent Agreement today of my own free will, without promise or hope of reward, without fear or threat of physical harm, without coercion, favor or offer of favor, without leniency or offer of leniency, by any person or persons whomsoever.
Initial: _____

- OR -

I am choosing NOT to sign the Disqualification Consent Agreement today of my own free will, without promise or hope of reward, without fear or threat of physical harm, without coercion, favor or offer of favor, without leniency or offer of leniency, by any person or persons.
Initial: _____

YOU WILL RECEIVE A COPY OF THIS FOR YOUR RECORDS.

Signature of Interviewed Individual: _____

Printed Name: _____

Date: _____