



**Office of the
County Attorney**

411 Main Street
Suite 443
Catskill, New York 12414

Edward I. Kaplan, Esq.
County Attorney

April 26, 2017

Ms. Stephanie B. Minerley
Law Student Intern
Empire Justice Center
119 Washington Ave., 3rd Floor
Albany, NY 12210

Re: Freedom of Information Law (FOIL) Request
Copies in electronic format of Agreement between Greene
County Dept. of Social Services and Local Prosecuting
Authority's Office for Prosecution of Intentional Program
Violations

Dear Ms. Minerley:

Please be advised that this office is the designated recipient for all FOIL requests. I have read your email dated April 25, 2017 as referenced above and I deem it to be a request pursuant to FOIL.

The County will address your request immediately and to the extent that the records you have requested exist and are not subject to an exemption under Public Officer's Law Article 6 (FOIL), they will be provided to you as soon as they can be collected. We will notify you ahead of time as to the cost of the photocopying.

Please do not hesitate to call if you have any questions.

Very truly yours,

Edward I. Kaplan
County Attorney

EIK/tb



DiscoverGreene.com



**Office of the
County Attorney**

411 Main Street
Suite 443
Catskill, New York 12414

Edward I. Kaplan, Esq.
County Attorney

April 27, 2017

Ms. Stephanie B. Minerley
Law Student Intern
Empire Justice Center
119 Washington Ave., 3rd Flr.
Albany, NY 12210

Re: Freedom of Information Law (FOIL) Request
Copies in electronic format of Agreement between Greene
County Dept. of Social Services and Local Prosecuting
Authority's Office for Prosecution of Intentional Program
Violations

Dear Ms. Minerley:

In response to your above referenced request, enclosed please find those documents compiled by the Greene County Social Services Department.

As per Article 6-FOIL §87(1)(b)(iii), the subscribed photocopying fee is \$0.25 per page. For a total of three (3) pages the fee is hereby waived.

Very truly yours,

Edward I. Kaplan
County Attorney

EIK/tb
Enc.



DiscoverGreene.com

AGREEMENT

Agreement made this 1st day of January, 2017 through the 31st day of December 2017 By and Between the Greene County Department of Social Services, located at 411 Main Street, Suite 238, Catskill, New York, hereinafter called the Department, and the Greene County District Attorney's Office, located at 411 Main Street, Suite 301, Catskill, New York, hereinafter called the Contractor.

PURSUANT to Regulation 348.2 of the Department of Social Services wherein the local district, in the detection and prevention of fraud, must establish an agreement and procedure with the District Attorney's Office of said County to implement the prosecution of said crime, it is hereby agreed between the parties:

THAT when reasonable grounds exist that a person has knowingly given false representation to secure financial assistance which was relied upon by the Department of Social Services in granting such assistance and thereby resulting in damage to said Department, the Department of Social Services shall:

1. Refer the case to the District Attorney's Office by presenting an outline of the elements of the crime pursuant to Exhibit A attached hereto. The Commissioner of the Department of Social Services has organizational supervision of any staff working under the terms of the agreement and may have input into the assignment, retention, and reassignment of any staff working under the terms of the agreement, but that the ultimate authority for these staff remains with the appointing office.
2. The District Attorney will then evaluate the case and determine whether additional material is warranted. If further information is requested by the District Attorney's Office, the Department of Social Services shall, in all ways, cooperate to provide same to the District Attorney to the best of their ability.
3. The District Attorney will then determine whether the case should or should not be pursued, whether it should be prosecuted in the local court or presented to a Grand Jury. The District Attorney's Office shall advise the Department of Social Services in thirty (30) days of his decisions as to whether or not to prosecute and whether prosecution should be in the local court or by presentment to a Grand Jury and if presented to a Grand Jury, the results of such presentment when the Grand Jury Report is made public.
4. If the case is accepted for prosecution the District Attorney's Office will, upon request, advise the Resource Consultant for the Department of Social Services as to the progress and disposition of cases that have been referred.
5. All records must be available for a period of six (6) years and should be made available for audit by NYS DFA, NYS Audit and Control, and DHHS (and USDA if appropriate).

6. The Department agrees to pay the Contractor a maximum of \$34,415 based on the following budget: Salaries \$17,249, Fringe \$11,344, Indirect and overhead \$5,822 for a total of \$34,415. Payments will be made bi-annually in June and December, upon submission of a voucher in the amount of \$17,207.50 each.
7. The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964 as amended by Executive Order 11246 CFR Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85.
8. The Department and Contractor shall observe and require the observances of applicable Federal and State requirements of confidentiality of records and information, and each agrees not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the agreement will effectuated, and also to otherwise comply with the Department's requirements and obligations under law.
9. This agreement may be terminated by either agency upon thirty (30) days notice, in writing, to the other agency at that agency's address as set forth herein. Any amendments to this Agreement must be made, in writing, and it is understood that this Agreement is meant and intended to be the full understanding of all parties herein.
10. That 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 whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of 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."

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into this contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or

extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the contract will be required to certify that it is not on the prohibited entities list before Greene County Department of Social Services may approve a request for Assignment of contract.

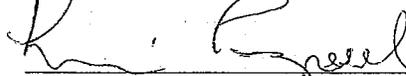
During the term of the Contract, should Greene County Department of Social Services receive information that a person is in violation of the above-referenced certification, Greene County Department of Social Services will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, the Greene County Department of Social Services shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Greene County Department of Social Services reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

IN WITNESS WHEREOF, we set our hands and seals this 1st day of January 2017.

Date: 01/11/17

Commissioner of the Department of
Social Services of Greene County


Kira Pospesil

Date: 1/18/17

District Attorney of Greene County


Joseph Stanzione

APPROVED AS TO FORM

JAN 09 2017

EDWARD I. KAFLAN, ESQ.
GREENE COUNTY ATTORNEY

INVESTIGATIVE UNIT OPERATIONS PLAN
2015

County: Greene

Contact Person: Tammi McGrath

Title: Resource Consultant

Phone: (518)719-3730

E-mail Address: tammi.mcgrath@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).

The unit responsible for the investigation of client fraud allegations is our Fraud & Resource Recovery Unit. The unit consists of 1 full time Resource Consultant, 1 full time Social Welfare Examiner and 4 part time contractual Investigators. Two of the Investigators handle the FEDS investigations and 2 are responsible for the investigation of client fraud allegations (Back End Detection System).

Allegations are reviewed by the Resource Consultant and assigned to the appropriate Investigator. They are then given to the Examiner to place on our computer's Prosecution Log for tracking and reporting purposes. The Examiner then logs in our fraud book, assigns it a control number, prepares the case file and a comment card. Once an investigation is completed and the results are positive for alleged fraud, the investigator refers the case back to the Examiner to calculate any overpayments. Upon completion, the case is then reviewed by the Investigator, the Examiner, and the Resource Consultant for referral to the District Attorney.

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)

The Fraud & Resource Recovery Unit refers all cases to the District Attorney's office. The District Attorney's office decides whether to handle the cases administratively or to arrest and prosecute.

Please refer to #1 above for the second part of this question.

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

The Fraud & Resource Recovery Unit is responsible for determining the overpayment amount, establishing the claim, and collection activities. Some overpayments are collected by the Probation Department, if applicable, and the Fraud & Resource Recovery Unit is still responsible for establishing and monitoring the claim. If it is handled administratively, the Fraud & Resource Recovery Unit establishes the claim and we require the client sign a repayment agreement. If the client has an open case, we will recoup through the grant. All claims are monitored and billed by the Examiner in the Fraud & Resource Recovery Unit.

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?

All of our fraud cases are reviewed with the District Attorney's Office. The District Attorney can choose to file criminal charges or they can refer the case back to the Resource and Recovery Unit to pursue a DCA. If the District Attorney chooses not to prosecute, the Fraud & Resource Recovery Unit will then handle the case by sending a certified appointment letter to the client which details the reason for the appointment, the time period of the fraud and the amount to be repaid. Also enclosed with the appointment letter is the "Notice of Consequences of Consenting to a Disqualification Consent Agreement" and the "Disqualification Consent Agreement". The letter is sent certified and the appointment is never earlier than 2 weeks from mailing. If there is no response from the client by the appointment day, another certified letter will be sent using the same criteria above. If, after two letters are sent, we still have no contact from the client the case will be referred back to the District Attorney for approval for prosecution.

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?

The Fraud & Resource Recovery Unit contacts the District Attorney's Office to set up an appointment to review all cases that appear fraudulent. The District Attorney decides who to prosecute and who to handle administratively by the Fraud & Resource Recovery Unit. The clients who the District Attorney advises to "call in" or handle administratively are handled as explained in # 4 above. For the clients that the District Attorney accepts for prosecution, the Resource Consultant in the Fraud and Resource Recovery Unit will draw up a felony complaint and make packets up for the District Attorney, the court, the arresting agency and the client/defendant.

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

The District Attorney can choose to file criminal charges or they can refer the case back to the Resource and Recovery Unit to pursue a DCA. If the case is handled administratively a copy of the "Notice of Consequences of Consenting to a Disqualification Agreement" along with the "Disqualification Consent Agreement" are sent to the client with the appointment letter. At the appointment (if the client appears

for the appointment) the client is explained the reason for the disqualification and is encouraged to look through the evidence and ask any questions they may have. They are informed they have the right to talk to an attorney and are encouraged to submit any evidence in case allegation was caused by error rather than intentional.

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

Within the Felony Complaint that is submitted to the District Attorney (after prosecution is agreed upon) is the "Order Entering Statement for the Record on the Record" which states that the defendant was advised on the record of the disqualification provisions and is signed by the presiding judge. This allows us to enter the "Statement for the Record" into the record of the proceedings. The "Statement for the Record" advises individuals on the record of disqualification provisions contained in Social Services Laws and Regulations. The provisions are explained in detail and the document is served upon the defendant at arraignment before the Justice Court. This statement satisfies the requirements of Social Service Law and regulations and is signed by both the Defendant and the Attorney for the Defendant.