

## **Investigative Unit Operations Plan**

**County:** Jefferson

**Contact Person:** Tina Robbins

**Title:** Director of Financial Programs

**Phone #:** (315) 785-3133

**E-mail Address:** tina.robbins@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.

Investigation's Unit (INV)

- 1- Supervisor (Principal Social Welfare Examiner)
- 2- Investigator's (Social Welfare Examiner's)
- 1- Clerk (Typist)
- 1- DA Investigator (Investigator/liaison with District Attorney's Office)

For details on how allegations are processed see Attachment A

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 investigations unit is responsible for the prosecution of client fraud in collaboration with the District Attorney's office. The investigations unit is comprised of:

- 1- Supervisor (Principal Social Welfare Examiner)
- 2- Investigator's (Social Welfare Examiner's)
- 1- Clerk (Typist)
- 1- DA Investigator (Investigator/liaison with District Attorney's Office)

For details on how allegations are processed see Attachment A

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

The investigations unit is responsible for determining the overpayment amount and establishing the claim. The accounting department is responsible for collection activities and works closely with the investigations and eligibility units to monitor recovery of overpayment's.

For detail's of our process flow see Attachment A

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?

For detail's of our process flow see Attachment A, section III (D)

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?

For details of our process flow see Attachment A, section III (C)

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

Procedures for offering a Disqualification Consent Agreement are explained in detail in Attachment A, section III (C.2).

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

Jefferson County is using a local version of 93-ADM-08, Attachment VII-B "Order Entering Statement Into Record", which is received from the court via the DA's investigator, copy attached to this plan.

**Attach a copy of the agreement between your social services district and the District Attorney's Office for the prosecution of welfare fraud.**

## Attachment A

### I) Referral for Investigations

#### A. Referral received by investigations supervisor

1. Subjects of referral are run against investigations data base for priors
2. WMS inquiry printed – determine individual/case status
3. Review referral and appropriate financial assistance case record(s) -
4. Referral is Accepted or Rejected
  - a) Referral rejected – reason for rejection notated in I/EDR case comments under appropriate financial assistance case record
    - (1) Forward referral to clerk
      - Referral recorded in BEDS log and investigations data base
      - Folder created
      - Referral is closed No Action in investigations data base
      - Folder is filed with closed cases
    - b) Referral accepted – print and attach to referral all pertinent case comments and documentation
      - (2) Forward referral to clerk
        - Referral recorded in BEDS log and investigations data base
        - Folder created
        - Referral is assigned, round-robin to investigator
        - If priors were identified clerk will pull closed investigation folder(s), attach to new folder and transfer all to the assigned investigator

### II) Investigation

#### A. Referral received by investigator

1. Review of active referral and all priors
2. Review of all financial assistance program case records
3. Verifies location of client – make collateral phone contact(s) and in person field contacts
4. Calculates probable over issuances

5. Conduct office interview or home visit, when appropriate with the investigator representing the District Attorney's office (DA's investigator)
6. In collaboration with the investigator representing the DA's office determine recommended outcome of investigation

### **III) Investigative Outcomes**

#### **A. No Action/ Unfounded/Unsubstantiated**

1. Investigator will complete investigation disposition – organize folder for presentation to supervisor for final review and sign-off
  - a) Folder transferred to supervisor
    - (1) Supervisor will review the investigative report, supporting documentation, and recommended outcome; when in agreement with recommended outcome supervisor will sign-off the investigation disposition
    - (2) Referral is closed No Action in investigation data base
    - (3) Outcome will be notated in I/EDR case comments under appropriate financial assistance case record
    - (4) Folder transferred to clerk
      - o Clerk will image the investigation disposition in I/EDR under the appropriate financial assistance case record and appropriate indexing category
      - o Folder is filed with closed cases

#### **B. Agency Error/Inadvertent Household Error/Exceptional Clearance**

1. Closed Cases
  - a) Investigator calculates all over issuances
  - b) Investigator prepares all required notices to client and interoffice communications
  - c) Investigator will complete investigation disposition – organize folder for presentation to supervisor for final review and sign-off
2. For Open Cases
  - a) Investigator calculates all over issuances
  - b) Investigator will budget case for claim(s) for over issuance

- c) Investigator prepares all required notices to client and interoffice communications
- d) Investigator will complete investigation disposition – organize folder for presentation to supervisor for final review and sign-off
- e) Folder transferred to supervisor
  - (1) Supervisor will review the investigative report, supporting documentation, and recommended outcome; when in agreement with recommended outcome supervisor will sign-off the investigation disposition, mail client notices, and forward interoffice communications to the appropriate department
  - (2) Referral is closed using appropriate outcome in investigation data base
  - (3) Outcome will be notated in I/EDR case comments under appropriate financial assistance case record
- f) Folder transferred to clerk
  - (1) Clerk will image the investigation disposition and calculation of over issuance in I/EDR under the appropriate financial assistance case record and appropriate indexing category
  - (2) Folder is filed with closed cases

**C. Cases Referred for Civil or Criminal Prosecution**

All cases involving a public assistance Intentional Program Violation (IPV) or a SNAP-IPV for which the agency believes the facts warrant civil or criminal prosecution will be referred to the DA's investigator

- 1. The DSS investigator will present case to the supervisor for case consultation and review of all over issuance calculations. When the supervisor and investigator are in agreement the case will be referred to the DA's investigator

**C.1 Criminal Prosecution**

Following a thorough investigation where there is sufficient evidence to show the subject/client intentionally committed a program violation the case will be referred to DA's investigator for prosecution

- a) The DSS investigator will prepare and have notarized the Calculation of Total Over Payment Amount (LDSS-4778) and Fraud Computation (JC-

595) forms for each financial program area as determined by the investigation

- b) The DSS investigator is responsible for ensuring all parties involved have completed Certifications for each piece of evidence for which the original document has been imaged or destroyed
- c) The DSS investigator is responsible for compiling the prosecution packet including An Evidence Submission Report and copies of all supporting evidence; the DA's investigator is responsible for completing all Accusatory Instruments
- d) The prosecution packet is presented to the supervisor for review
  - (1) The prosecution packet is reviewed to ensure it is complete and all required forms are completed accurately
  - (2) The prosecution packet is copied for distribution: 1-copy to the court, 1-copy to the DA's office, and 1 copy for DSS records
  - (3) The prosecution packet is logged out and transferred to the DA's investigator
- e) Once law enforcement has made the arrest (s) they will notify the DA's investigator; the DA's investigator will notify the supervisor and DSS investigator and a notation will be made in the DSS case record
- f) At the outcome of the court proceeding the DA's investigator and DSS supervisor will be notified. When a conviction is not obtained through the court proceeding the supervisor will review the case and determine if an Administrative Disqualification Hearing (ADH) is the appropriate action to pursue

## **C.2 Disqualification Consent Agreement (DCA)**

When a case is referred to the DA's investigator and accepted for prosecution the DA's investigator may choose to settle the case with a DCA in lieu of prosecution

- a) The subject/client will be scheduled for an office appointment with the DSS and the DA's investigators. During the appointment the outcome of the agency's investigation and the DCA will be explained to the subject/client and the "Notice of Consequences of Consenting to a Disqualification Consent Agreement (LDSS-4904)" will be given. The DSS investigator will complete the DCA Interview Acknowledgement Form

with the subject/client. The subject/client will be given 10 days to review the DCA and consult legal advice

- (1) The appointment letter directs the subject/client to contact the DSS investigator with any conflicts with the scheduled appointment. At the subject/client (s) request the option of a phone interview will be offered. If the interview is conducted by phone the DSS and DA's investigators will explain the outcome of the investigation; explain the "Notice of Consequences of Consenting to a Disqualification Consent Agreement (LDSS-4904)"; complete the DCA Interview Acknowledgement Form with the subject/client; and explain the DCA packet that will be mailed to them for review. The subject/client will be given 10 days to review the DCA and consult legal advice
- b) The subject/client will be scheduled for a follow-up office appointment on the 11<sup>th</sup> day, or next business day, with the DSS and DA's investigators to further discuss and sign the DCA agreement if they choose to do so. The subject/client will also be told they have the option to sign the DCA, dated no sooner than the 11<sup>th</sup> day from date of receipt and return it to the agency via mail (USPS)
- c) If the subject/client chooses not to sign the DCA the investigation team will review the case for other potential actions
- d) If the subject/client signs the DCA accepting the IPV disqualification period the investigator prepares all required notices to subject/client and interoffice communications
- e) Investigator will complete investigation disposition – organize folder for presentation to supervisor for final review and sign-off
- f) Folder transferred to supervisor
  - (1) Supervisor will review the investigation disposition, subject/client notices, and interoffice communications for accuracy. The supervisor will sign-off the investigation disposition, mail client notices, and forward interoffice communications to the appropriate department
  - (2) Referral is closed using appropriate outcome in investigation data base



- (3) Outcome will be notated in I/EDR case comments under appropriate financial assistance case record
- g) Folder transferred to investigator to complete Welfare Management System (WMS) transactions as required
- h) Folder transferred to clerk
  - (1) Clerk will image the investigation disposition and calculation of over issuance in I/EDR under the appropriate financial assistance case record and appropriate indexing category
  - (2) Folder is filed with closed cases

#### **D. Administrative Disqualifications Hearing (ADH)**

Administrative Disqualification Hearings may be pursued, at the agency's discretion when a subject/client has chosen not to sign a DCA and/or when the subject/client is not convicted of a criminal offense in a court proceeding. An ADH will be pursued when the DA's office declines to pursue criminal prosecution due to:

- 1. The calculated total over issuance is below the agreed upon threshold for which the DA's office will prosecute
- 2. Mitigating circumstances that make successful prosecution difficult
- 3. DA's office inability to act on a case within a reasonable predefined time frame

##### **D.1 ADH Hearing**

- a) The DSS investigator is responsible for preparing the ADH packet which will include:
  - (1) Transmittal of Request for Administrative Disqualification Hearing (LDSS-4422)
  - (2) Information for free legal services that are available in the local area
  - (3) Case Summary
  - (4) List of Witnesses
  - (5) Itemized List of Exhibits
  - (6) Documentary Evidence
  - (7) Declination of Prosecution (E-JC 8992) form completed by the DA's investigator
- b) The ADH packet is presented to the supervisor for review

- (1) The ADH packet is reviewed to ensure it is complete and all required forms are completed accurately
  - (2) The pages of the ADH packet are numbered and the packet is copied for distribution: 3-copies are mailed to the Office of Administrative Hearings (OTDA), and 1 copy for DSS records
  - (3) The ADH packet is logged out and case held pending the ADH
- c) Agency upheld in ADH
- (1) Investigator will budget case for claim(s) for over issuance
  - (2) Investigator prepares all required notices to client and interoffice Communications
  - (3) Investigator will complete investigation disposition – organize folder for presentation to supervisor for final review and sign-off
  - (4) Folder transferred to supervisor
    - Supervisor will review the investigation disposition, subject/client notices, and interoffice communications for accuracy. The supervisor will sign-off the ADH outcome, mail client notices, and forward interoffice communications to the appropriate department
    - Referral is closed using appropriate outcome in investigation data base
    - Outcome will be notated in I/EDR case comments under appropriate financial assistance case record
  - (5) Folder transferred to clerk
    - Clerk will image the ADH packet in I/EDR under the appropriate financial assistance case record and appropriate indexing category
    - Folder is filed with closed cases
- d) Agency is not upheld
- (1) Subject/client is notified of any over issuances, if applicable
  - (2) Referral is closed using appropriate outcome in investigation data base

STATE OF NEW YORK  
COUNTY COURT COUNTY OF JEFFERSON

\_\_\_\_\_  
*The People of the State of New York*

v.

ENTERING  
STATEMENT  
INTO RECORD

\_\_\_\_\_  
Defendant

Upon examining the accompanying Statement for the Record, and having advised the Defendant on the record of the disqualification provisions contained in Section 145-c of the Social Services Law in accordance with the requirements of subdivision 4 of Section 145-c of the Social Services Law and paragraph (5) of subdivision (d) of section 359.9 of title 18 of the State of New York Codes, Rules and Regulations, it is hereby

Said Statement for the Record is hereby ENTERED into the record of these proceedings.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

**District Attorney/ADA**

**REMINDER:**

*It is necessary to serve the "Statement for the Record" to the Defendant and have same entered on the court record. This enables the Department of Social Services to disqualify the Defendant if found guilty of the charge or pleads to a lesser charge. We need a plea to the same or any Penal Law charge, except ACDs.*

*Please sign and date this form upon serving the Defendant so it can be returned to the Investigations Unit and become part of the case file. Thank you.*

*Jefferson County  
Department of Social Services  
Investigations Unit*

Contract ID No.: 037.1616.01  
Provider: District Attorney of Jefferson County  
Amount: \$30,154 (established in county budget)  
Dates: 1/1/2016 - 12/31/2016  
Type: Fraud Investigation  
Contract Mgr.: Tina Robbins

## INVESTIGATION AGREEMENT

by and between:

### THE JEFFERSON COUNTY DEPARTMENT OF SOCIAL SERVICES

(hereinafter referred to as "the Department"),  
with offices at 250 Arsenal Street, Watertown, New York,

and

### THE JEFFERSON COUNTY DISTRICT ATTORNEY'S OFFICE

(hereinafter referred to as "the District Attorney"),  
with offices at 175 Arsenal Street, Watertown, New York.

WITNESSETH:

WHEREAS, Teresa W. Gaffney, is the duly appointed Commissioner of Social Services of the County of Jefferson, and as such is responsible for identification of fraud within the Department of Social Services; and

WHEREAS, Kristyna S. Mills is the duly elected District Attorney of the County of Jefferson, and as such is responsible for the investigation and prosecution of all criminal actions arising in the County of Jefferson; and

WHEREAS, the Department is desirous of securing investigator services on a part-time basis to conduct welfare fraud investigations and act as consultant to the Investigations Unit of the Department of Social Services, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

1. The term of this Agreement shall be from **January 1, 2016** through **December 31, 2016**. In no event shall this Agreement extend beyond the calendar year of **2016**, unless same is renewed prior to its expiration, upon agreement of both parties.
2. The Department will refer to the District Attorney all Public Assistance, SNAP, Medicaid, HEAP, and Day Care cases where the facts warrant criminal prosecution resulting from a person or persons intentionally misrepresenting, concealing, or withholding facts for the purpose of establishing or maintaining eligibility. If the dollar amount of the alleged crime is \$1,000.00 or less, it is understood that these cases will be pursued administratively, if appropriate. It is also agreed that there may be cases with a dollar amount less than the aforesaid \$1,000.00 though, which the Department and the District Attorney may prosecute, which will be determined on an individual basis.
3. The Department will provide reports, documents and other information that will enable the District Attorney to perform her duties under this Agreement.
4. The District Attorney shall make available to the Department the services of an investigator to conduct welfare fraud investigations. The investigator will act as

consultant to the Investigations Unit of the Department of Social Services, three (3) days per week, not to exceed twenty (20) hours per week, or forty (40) hours per pay period.

5. The Department shall pay the District Attorney for the services of said investigator in a total amount not to exceed **THIRTY THOUSAND ONE HUNDRED FIFTY-FOUR dollars (\$30,154)**, the annual amount established through the County budget process for the period of **January 1, 2016**, through **December 31, 2016**. This amount includes the employer's share of all fringe benefits to which the said investigator may be entitled. An outline of budgeted costs is attached hereto as Attachment "A" and hereby made a part of this agreement. The Department will reimburse the Jefferson County District Attorney on a quarterly basis upon the submission to the Department of the previous quarter's payroll report. Social Security and Worker's Compensation will be the only fringe benefit costs paid for this worker.
6. The Department shall reimburse said investigator directly for all necessary expenses incurred as the result of his actions as fraud investigator and consultant to the Investigations Unit of the Department of Services; all expense vouchers for mileage, etc., shall be submitted directly to the Supervisor of the Investigations Unit to be paid by the Department.
7. The Jefferson County Department of Social Services Commissioner shall have organizational supervision of any staff working under the terms of this Agreement, and may have input into the assignment, retention, and reassignment of any staff working under the terms of this Agreement, but the ultimate authority for such staff remains with the appointing office.
8. The District Attorney shall make available all official records relating to her operation under this Agreement and to allow auditors from the Department, the State Office of Temporary & Disability Assistance, the Comptroller of the State of New York, the New York State Department of Family Assistance, NYS Audit and Control, the State of New York, the United States Department of Health and Human Services, and the United States Department of Agriculture, to inspect, examine and audit such records. All such records maintained by and belonging to the District Attorney shall be maintained for six (6) years.
9. The District Attorney agrees that all information exchanged between agencies is confidential and will be used only for the intended purposes and further agrees to take measures to safeguard the confidentiality of such information to the extent required by applicable state and federal laws and regulations.
10. The District Attorney agrees 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."

11. The District Attorney will comply with the provisions of the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 CFR Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85.
12. This Agreement may be terminated without cause in whole or in part by either party upon thirty (30) days written notice to the other party or immediately if for cause or in the event that Federal or State reimbursement for such services is not forthcoming or is terminated.
13. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. **The District Attorney, by entering into this Agreement as evidenced by her signature below, hereby certifies that she and her principal(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State of New York or County of Jefferson department or agency.**

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates below shown.

**Jefferson County Department of Social Services**

Date: \_\_\_\_\_

by: \_\_\_\_\_  
Teresa W. Gaffney  
Commissioner

**Jefferson County District Attorney's Office**

Date: \_\_\_\_\_

by: \_\_\_\_\_  
Kristyna S. Mills, Esq.  
Jefferson County District Attorney

ACKNOWLEDGMENTS

STATE OF NEW YORK )  
COUNTY OF JEFFERSON ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year **2016** before me, the undersigned, personally appeared TERESA W. GAFFNEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

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STATE OF NEW YORK )  
COUNTY OF JEFFERSON ) SS.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year **2016** before me, the undersigned, personally appeared KRISTYNA S. MILLS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and who acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Contract ID No.: 209.1616.01  
Provider: District Attorney of Jefferson County  
Amount: \$10,648 (Established in County Budget)  
Dates: 1/1/2016 - 12/31/2016  
Type: Fraud Prosecution  
Contract Mgr.: Tina Robbins

## PROSECUTION AGREEMENT

by and between

### THE JEFFERSON COUNTY DEPARTMENT OF SOCIAL SERVICES

(hereinafter referred to as "the Department"),  
with offices at 250 Arsenal Street, Watertown, New York,

and

### THE JEFFERSON COUNTY DISTRICT ATTORNEY'S OFFICE

(hereinafter referred to as "the District Attorney"),  
with offices at 175 Arsenal Street, Watertown, New York.

### WITNESSETH:

WHEREAS, 18 NYCRR 359 requires the Department to refer to the District Attorney all cases wherein reasonable grounds exist to believe that a Public Assistance or SNAP (Food Stamp) applicant or recipient has intentionally violated program requirements in a fraudulent manner; and

WHEREAS, 18 NYCRR 347.4 and New York State Department of Social Services Administrative Letter, 80 ADM-86, dated October 27, 1986, provides the standards for cooperative agreements and interagency contracts with other local governmental units; and

WHEREAS, it is appropriate that the parties hereto enter into a written agreement setting forth their respective duties under the above-stated provisions of State and Federal Law;

NOW, THEREFORE, it is agreed and understood between the parties herein as follows:

1. This Agreement shall be effective from **January 1, 2016** through **December 31, 2016**.
2. The Department will refer to the District Attorney appropriate cases of alleged applicant or recipient Intentional Program Violation related to TANF, Safety Net and/or SNAP Program.
3. The District Attorney shall accept such referrals from the Department and, where appropriate, prosecute or assist in the proper disposition and resolution of same.
4. The Department shall provide the District Attorney with all pertinent reports, documents and other information that will enable the District Attorney to perform her duties under this Agreement.
5. The Department shall pay the District Attorney for the services provided under this agreement in a total amount not to exceed **TEN THOUSAND SIX HUNDRED FORTY-EIGHT dollars (\$10,648)**, the annual amount established through the County budget process for the period of **January 1, 2016**, through **December 31, 2016**. This amount includes the employer's share of all fringe benefits to which employees of the District



Attorney working under the terms of this agreement may be entitled. An outline of budgeted costs is attached hereto as Attachment "A" and hereby made a part of this agreement.

6. The Department agrees to submit appropriate claims to State Office of Temporary & Disability Assistance at the appropriate reimbursement rate for expenditures claimed by the District Attorney. Further, the Department, upon receipt of the reimbursement, will take appropriate action to credit the District Attorney's revenue account.
7. The District Attorney agrees to maintain books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement.
8. The District Attorney shall make available all official records relating to her operation under this Agreement and to allow auditors from the Department, the State Office of Temporary & Disability Assistance, the Comptroller of the State of New York, the New York State Department of Family Assistance, NYS Audit and Control, the State of New York, the United States Department of Health and Human Services, and the United States Department of Agriculture, to inspect, examine and audit such records. All such records maintained by and belonging to the District Attorney shall be maintained for six (6) years.
9. The District Attorney agrees to comply with all applicable laws, rules, regulations and other requirements of the Federal government, the Department of Health and Human Services, the United States Department of Agriculture, the State of New York and the State Office of Temporary & Disability Assistance.
10. The District Attorney agrees to maintain the confidentiality of information relating to applicants or recipients of SNAP, Public Assistance, and care and other benefits in the State of New York in accordance with 42 USC 1396 (a) (7) and 42 CFR 431.300, 42 USC 602 (a) (9) and 45 CFR 205.50, 7 USC 2020 (e) (8), and the New York State Social Services Law, Sections 136 and 369 (3) as well as other applicable provisions of Federal and New York State Law.
11. The District Attorney agrees that all information exchanged between agencies is confidential and will be used only for the intended purposes and further agrees to take measures to safeguard the confidentiality of such information to the extent required by applicable state and federal laws and regulations.
12. The District Attorney agrees 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."
13. Any modification, alterations or variations of this Agreement shall only be valid when they have been reduced to writing, duly signed and attached to the original of this Agreement.

The parties hereto agree to renegotiate if revision of any applicable laws or regulations make changes in this Agreement necessary.

14. This Agreement may be terminated without cause in whole or in part by either party upon thirty (30) days written notice to the other party or immediately if for cause or in the event that Federal or State reimbursement for such services is not forthcoming or is terminated.
15. In the event this Agreement is terminated, suspended, revoked, nullified or voided, the Department, as a settlement, agrees to process the claim for services performed under the Agreement which have been completed prior to such termination, suspension, revocation, nullification, or voiding. The Department may, at its discretion, process other necessary and proper costs which the District Attorney could not reasonably avoid for services begun but not completed prior to termination, suspension, revocation, nullification or voiding of this Agreement provided such cost would have otherwise been allowable.
16. During the performance of this Agreement, the District Attorney agrees as follows:
  - (a) The District Attorney will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color or national origin and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training and retraining, including apprenticeship and on-the-job training.
  - (b) The District Attorney will send to each labor union or representative of workers with whom she has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the District Attorney's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the District Attorney was directed to do so by the contracting agency as part of the bid or negotiation of the agreement, the District Attorney shall request such labor union or representative to furnish her with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of those non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms or conditions of employment under this agreement shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the District Attorney shall promptly notify the State Division of Human Rights of such failure or refusal.
  - (c) The District Attorney will post and keep posted, in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's Laws against discrimination as the State Commissioner of Human Rights shall determine.

- (d) The District Attorney will state, in all solicitations or advertisements for employees placed by or on behalf of the District Attorney, that all qualified applicants will be afforded equal opportunities without discrimination because of age, race, creed, sex, color or national origin.
  - (e) The District Attorney will comply with the provisions of the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 CFR Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85.
  - (f) This Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Department upon the basis of a finding made by the State Commissioner of Human Rights that the District Attorney has not complied with these non-discrimination clauses and the District Attorney may be declared ineligible for further agreements made by or on behalf of the State or a public authority or agency of the State until she satisfies the Commissioner of Human Rights that she has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the District Attorney, and an opportunity has been afforded her to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and remedies invoked independently of, or in addition to, sanctions and remedies otherwise provided by law.
  - (g) The District Attorney will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The District Attorney will take such action in enforcing such provision of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the District Attorney becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the District Attorney shall promptly so notify the Attorney General requesting him to intervene and protect the interests of the State of New York.
17. The Commissioner of the Jefferson County Department of Social Services shall have organizational supervision of any staff working under the terms of this agreement and may have input into the assignment, retention, and reassignment of any staff working under the terms of this agreement, but the ultimate authority for these staff remains with the appointing office.
  18. This Agreement contains all the terms and conditions agreed upon by the parties hereto. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.
  19. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify

