Investigative Unit Operations Plan

County: Nassau (2015)
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1. The Nassau County Department of Social Services, Office of Investigations (DSS-OI) investigates allegations of client and provider fraud for all areas of service provided by the department. Managed by a Director of Investigations, DSS-OI is comprised of 3 units:
   a. The Special Investigations Unit
      i. 1 Social Welfare Examiner (SWEX) Supervisor II (Assistant Director)
      ii. 4 SWEX II’s
      iii. 1 Clerk I
      iv. 1 Clerk II
   b. The Contract Investigations Unit (Investigators from a private investigations firm)
      i. 1 Contract Investigations Supervisor (Assistant Director)
      ii. 8 Special Investigators
   c. The Liens and Recovery Unit
      i. 1 SWEX Supervisor II (shared with Special Investigations)
      ii. 1 SWEX I

In addition, a SWEX Sup II is assigned to assist the entire unit with research, training and overpayment calculations. Also, an Accountant II is assigned on an as-needed basis per week to assist with financial evidence and documents preparation to support investigations and to oversee the OMIG Medicaid Provider Fraud Demonstration Project.

Allegations of fraud, waste or abuse are received by DSS-OI from a variety of sources, in including FEDS referrals, state computer matches, internet and phone hotline tips and self-generated investigations based on data mining. The majority of FEDS referrals are handled by the Special Investigations Unit whereas long-term and complex financial eligibility fraud investigations are assigned to the Contract Investigations Unit. Investigators in both units conduct interviews in person and via phone, home visits, covert surveillance and financial document review. Information revealed which may impact a recipient’s eligibility is referred to the appropriate program area in DSS and suspected fraud is referred to the Office of the Nassau County District Attorney.
2. As mentioned above, most overpayments where fraud is suspected are calculated by a SWEX Supervisor II working within DSS-OI who has over 28 years of experience at Nassau County DSS. The Supervisor has worked in various program areas throughout her tenure and, in order to maintain proficiency in these areas, regularly attends program area trainings and consults with state counterparts (OTDA, OMIG, DOH). In instances where a FEDS referral results in a recommendation to the program area worker that a client is ineligible, the program area worker may take action including closing the benefits case and requesting payment from the client based on the worker’s overpayment calculation. In this case, the worker would send a notice to the DSS CAMS Unit (part of the departments Accounts office), which is tasked with collecting funds. If the benefits case is active, the overpayment is recouped monthly from the client’s benefits via withholding. When a previously closed benefits case is found to have been ineligible, the CAMS Unit sends out a bill to the former client and attempts to recover the overpayment directly from the individual.

3. On cases declined for prosecution by the DA or cases $3,000 or below overpayment amount, an Intentional Program Violation (IPV) is prepared by a DSS-OI worker, if appropriate. A packet containing a summary of the investigation, supporting documentation and budgets is forwarded to the Office of Administrative Hearings in Albany. On the date of the Administrative Hearing, the same worker conferences the case with the recipient and offers the recipient a waiver agreeing to the allegations made in the investigations in lieu of a hearing, pursuant to state IPV regulations. If the recipient signs the waiver, the recipient is sanctioned without an IPV hearing. If the recipient declines the waiver offer, a hearing is held and the administrative law judge (ALJ) determines the result. If the recipient signs the waiver or is found liable by the ALJ, the worker prepares an IPV Disqualification Report which is sent to the Case Integrity Unit of OTDA.

4. Cases where DSS-OI suspects fraud are referred to the Office of the Nassau County District Attorney, or in limited instances to other prosecutors or law enforcement entities. DSS form 259 is used for this purpose which contains a brief summary of the investigation and a calculating of the amount and duration of the fraudulent activity. A copy of the DSS-OI Investigation Report is also sent with the 259. If the DA’s office accepts the fraud referral they notify DSS-OI and request all reports, worksheets and supporting documentation, which are transferred to a share Drive which access is exclusive to the Investigations office and the District Attorney Office. The District Attorney has view only access for this drive. Other prosecutors or law enforcement entities have the supporting documentation transferred in person to their custody in exchange for a signed receipt.

5. In accordance with section 8 of Appendix A of the MOU between the NCDA and DSS (see attached), the assistant district attorney (ADA) assigned to the case includes a Disqualification Consent Agreement (DCA) as part of a guilty plea or pre-determination disposition order, as appropriate.
6. The ADA provides the defendant and the defendant’s attorney with the DCA and explains the consequences of signing said agreement. A copy of the executed DCA is provided to DSS-OI upon completion.

7. If necessary the minutes of the court record could be obtained as proof that the individual was advised on the record.

8. A copy of the MOU between the Nassau County Department of Social Services and the Office of the Nassau County District Attorney is attached.
ADDENDUM TO MEMORANDUM OF UNDERSTANDING
between the
NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES
and the
OFFICE OF THE DISTRICT ATTORNEY, NASSAU COUNTY

This Addendum shall be added to and made a part of the Memorandum of Understanding in force and effect as of January 1, 2013, together with the schedules, appendices, attachments and exhibits, if any, ("MOU"), between the Nassau County Department of Social Services, having its principal office at 60 Charles Lindbergh Boulevard, Uniondale, New York 11553 (the "Department"), and the Office of the District Attorney, Nassau County, having its principal office located at 262 Old Country Road, Mineola, New York ("NCDA").

THE MOU relates to all cases of fraud in the administration of Public Assistance, Child Care, Food Stamp (a.k.a. SNAP benefits) and Medicaid programs that are prosecuted by the Nassau County District Attorney’s Office (NCDA), regardless of how the case came to the attention of NCDA. The MOU covers all Public Assistance, Child Care, Food Stamp and Medicaid fraud cases prosecuted by the NCDA whether they are referred to NCDA directly by the Department, or by any other person, agency or entity.

THEREFORE, the MOU shall include and apply to “matters referred by the Department” as the phrase is used in the MOU, and also include cases that NCDA learns of through other means.

FURTHER, pursuant to 18 NYCRR §359.4(a), the Department is not required to refer cases where the amount of any overpayment or over-issuance as determined by the Department is less than three thousand dollars ($3,000.00). If the Department determines that the overpayment in a particular case is less than three thousand dollars ($3,000.00), the Department may make NCDA aware of said case, and NCDA may choose to accept said case for prosecution notwithstanding the failure to meet the overpayment threshold.
EXECUTORY CLAUSE

The undersigned representative of the Department hereby represents and warrants that the undersigned is an officer, director or agent of the Department with full legal rights, power and authority to sign this MOU on behalf of the Department and to bind the Department with respect to the obligations enforceable against the Department in accordance with its terms.

The undersigned representative for the District Attorney hereby represents and warrants the undersigned is an officer, director or agent of the District Attorney with full legal rights, power and authority to sign this MOU on behalf of the District Attorney and to bind the District Attorney with respect to the obligations enforceable against the District Attorney in accordance with its terms.

IN WITNESS WHEREOF, the District Attorney and the Department have executed this ADDENDUM TO MOU as of the date first above written.

NASSAU COUNTY DISTRICT ATTORNEY

By:  
Name: Jeffrey Stein  
Title: Chief Administration Officer  
Date: 7/30/14

NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES

By:  
Name: John Taheff  
Title: Commissioner  
Date: 7/29/14

PLEASE EXECUTE IN BLUE INK