

Investigative Unit Operations Plan

County: Niagara
Contact Person: Pamela Gatto / Kate Hamilton
Title: Director of Eligibility / Chief Social Services Worker
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- 1. What unit is responsible for the investigation and prosecution of client fraud allegations? (name of the unit, # of positions, titles of positions, how allegations are processed)**

We have a separate unit that handles investigations and fraud allegations. The unit is named Program Integrity. There are currently 5 Social Services Workers, a Senior Social Services Worker, a Principal Social Services Worker and a Chief Social Services worker assigned to the unit. The Pr. SSW and the Chief SSW have other responsibilities outside that unit, but the 5 workers and the Senior SSW are full time committed to only that unit. They also have 2 clerical support staff that also assist with HEAP during HEAP season. Assigned to that unit is an Assistant District Attorney from the District Attorney's office who works full time with the staff of the Program Integrity Unit to investigate and prosecute client fraud allegations. We also have 2 full time Niagara County Sheriff's Investigators contracted from the Sheriff's department that assist in the investigations as needed for that Unit.

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

The Program Integrity Unit as described above.

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

For allegations of client fraud, the Program Integrity Unit determines the overpayment amount and establishes the claim amount. The Financial Recovery Unit pursues the collection of the established overpayment. Unintentional client error and agency error claims are established by the program worker or the Program Integrity staff depending on how the error was identified. When a worker identifies and error in routine processing, they establish a claim. When an error is determined through an anonymous tip or through the Program

Integrity Unit, they will establish the claim. The Program Integrity staff also determines overpayments when a case is closed due to income or a potential overpayment is identified on a closed case. Attached is the Overpayment Policy.

Collection activities are all the responsibility of the Financial Recovery Unit which comes under the Director of Child Support and Financial Services.

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?

The process followed for cases referred to the DA - when a worker finishes the case they give it to the supervisor to approve, it is given to the unit clerical to put in the exhibits and she gives it to the ADA. After the ADA reviews the case s/he returns it to the clerical staff with a cover sheet and marks what paper work s/he needs printed for the case. If s/he is prosecuting the case the clerk gives it back to the ADA with the requested information. If we are handling the IPV in house the clerk gives the case to the Program Integrity worker and that worker sets the client up for an appointment. If the client does not show for the appointment it is given back to the ADA with a note that the client did not show for the appointment and the ADA makes a further recommendation. (Please see Attachment I which describes the process for a DCA in our district.)

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?

Our ADA reviews all cases that have an indication of fraud and then recommends that s/he will prosecute it or we should try a DCA first. In Attachment I, the process is described and the outcome or possible outcomes are described.

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

Please see Attachment I, Attachment II and Attachment III (which is mailed with the Target letter/Attachment II.)

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

For the cases that are prosecuted, the Notice of Consequences, Statement for the Record and the IPV Notice of Disqualification are part of the evidence packet

in court. For DCA circumstances the Confession of Judgment is signed after the Notice of Consequences has been reviewed. The IPV Notice of Disqualification is also completed as part of the packet that is filed with the state by our Financial Recovery Unit.

Attach a copy of the agreement between your county and the District Attorney's Office for the prosecution of welfare fraud.

Attached is the agreement between the District Attorney's office and the Sheriff's Department for Investigations.

1/15-12/31/15

NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES

AND

NIAGARA COUNTY DISTRICT ATTORNEY

WELFARE FRAUD AGREEMENT

This Agreement, made this as of the 1st day of January, 2015, by and between the **NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES**, hereinafter called the "Department", and the **NIAGARA COUNTY DISTRICT ATTORNEY**, hereinafter called the "District Attorney".

WITNESSETH:

WHEREAS, Part 348 of the Rules and Regulations of the State Department of Family Assistance requires the Department to prevent, detect and report public assistance fraud to appropriate law enforcement officials; and

WHEREAS, Section 700 of the County Law of the State of New York requires the District Attorney to prosecute all claims and offenses cognizable by the Court of the State of New York; and

WHEREAS, there are numerous other occasions when the Department requires the assistance, advice and counsel of an Assistant District Attorney familiar with Social Services Law; and

WHEREAS, the services provided by this Assistant District Attorney assigned to work with the Department are services which the Department itself cannot provide and which have not heretofore been provided to the extent set forth below ; and

WHEREAS, it is appropriate that the parties hereto enter into a written agreement setting forth their respective duties;

NOW THEREFORE, it is agreed and understood as follows:

1. That the Department hereby contracts to refer to the District Attorney all appropriate cases of suspected Social Services fraud and abuse, as well as other cases requiring the assistance, advice and counsel of the District Attorney.

2. That the District Attorney hereby contracts to furnish such services with regard to the prosecution of

Social Services fraud, and other matters as may be required by the Department to fulfill its functions, duties and responsibilities under existing state and federal law pertaining thereto.

3. That the District Attorney shall continue to assign one (1) Assistant District Attorney to work mainly on matters concerning the Department of Social Services of whatever nature or type. The Assistant District Attorney assigned to such position shall investigate all matters referred to the District Attorney by the Department, and where appropriate assist in the prosecution or other disposition of same.

4. That said Assistant District Attorney shall be assigned by the District Attorney, upon the prior consent of the Commissioner of the Department. The Department and the District Attorney, in agreement, shall have the right to remove such contract employees performing the terms of this Agreement and shall further have the right to request that the District Attorney reinstate any such contract employee he may remove.

5. That at all times during the existence of this contract, the parties herein shall cooperate fully in order to promote, enhance and comply with all Social Services laws, rules and regulations.

6. That said Assistant District Attorney shall be under the supervision of the District Attorney, and shall primarily receive their day-to-day assignments and caseloads from the Commissioner of the Department or his authorized representatives. Any conflicts of the day to day assignments of the Assistant District Attorney shall be resolved between the District Attorney and the Commissioner of the Department.

That the Assistant District Attorney and supporting personnel assigned to the Department by the District Attorney shall work closely with the Department personnel, and shall provide the Commissioner of the Department with weekly reports detailing all work performed and the time spent thereon.

7. That the Department agrees to reimburse the District Attorney for the salary and all fringe benefits of said Assistant District Attorney, as such are established by the Legislature of the County of Niagara and applicable under the laws of the State of New York. In addition, the Department shall provide and furnish whatever material and equipment is needed and required by said Assistant District Attorney, upon prior approval of the Legislature of the County of Niagara.

A copy of the current personnel and equipment budget is attached hereto as Appendix "A".

Yearly updates will be provided as part of the budget preparation process. All material and equipment purchased under this contract shall be the property of the Department and shall be so marked and labeled. The

Department, at the uncontrolled discretion of its Commissioner, shall be further responsible for any additional expenses of said Assistant District Attorney and supporting personnel as might be required to comply with the purpose and intent of this Agreement.

8. The District Attorney shall make available all official records relating to his operation under this Agreement and to allow auditors from the Department, the State Department of Family Assistance, the Controller of the State of New York and the United States Department of Health, Education and Welfare to inspect and examine and audit such records, excluding but not limited to matters presented before a Grand Jury and the minutes thereof and other matters of a confidential nature, unless otherwise released by a court of competent jurisdiction.

9. That all records maintained by and belonging to the District Attorney shall be retained after the termination of this Agreement. It is also agreed and understood that the District Attorney shall retain any and all documents identifying the specific activities required to perform the terms of this Agreement.

10. The Department and the District Attorney herein agree that all information exchanged under this Agreement shall be confidential with respect to public release and shall be used solely for the purpose intended, and that appropriate measures shall be taken to safeguard the confidentiality of such information to the extent required by appropriate state and federal law and regulation.

11. That the District Attorney agrees to comply with all applicable laws, rules, regulations and other requirements of the federal government, the Department of Health, Education and Welfare, the State of New York and the State Department of Family Assistance, including by not limited to the Civil Rights Act of 1964 as amended Executive Order 11246, 41 CFR Part 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR Parts 84 and 85.

12. That this Agreement may be amended whenever determined necessary by the Department and the District Attorney. All amendments must be in writing and duly signed by both parties.

13. That if the District Attorney materially fails to comply with the terms and conditions of this Agreement, the Department may, in whole or in part, terminate this Agreement after giving reasonable notice to the District Attorney of the reason for same. The Department may take such other remedies as may be legally available and appropriate.

14. That this Agreement may be terminated, in whole or in part, by mutual agreement of the parties or upon thirty (30) days written notice to the party of the other part without cause or immediately in the event that federal or state reimbursement is terminated or not allowed.

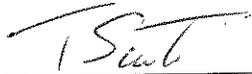
15. That in the event this Agreement is terminated, suspended, revoked, nullified, or voided, the Department, as settlement, agrees to pay the District Attorney for services performed under this contract which have been completed prior to such termination, suspension, revocation, nullification, or voiding. The Department may at its discretion pay for necessary and proper costs, which the District Attorney could not reasonably avoid, for services begun but not completed prior to the termination, suspension, revocation, nullification or voiding of this Agreement, provided such costs would have otherwise been allowable.

16. That the terms of this Agreement shall be for a one-year period, beginning January 1, 201~~7~~⁵ and ending December 31, 201~~8~~⁵, unless the above provisions apply.

IN WITNESS THEREOF, the parties have hereunto signed this Agreement on the day and year appearing opposite their respective signatures.

Approved as to form:

NIAGARA COUNTY DEPARTMENT OF SOCIAL SERVICES



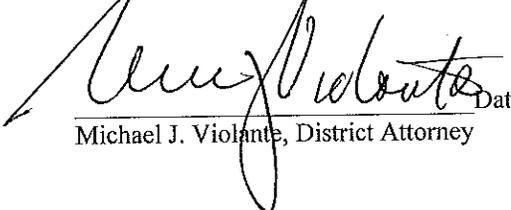
Thomas W. Scirto
Social Services Chief Counsel



Anthony J. Restaino, Commissioner

Date: 7-27-15

NIAGARA COUNTY DISTRICT ATTORNEY



Michael J. Violante, District Attorney

Date: 7/19/15