

Investigative Unit Operations Plan

Last Revised: October 16, 2015

County: Otsego
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1. What unit is responsible for the investigation of client fraud allegations? Please provide the name of the unit, number of positions, titles of positions, and how allegations are processed.

The Otsego County District Attorney's Welfare Fraud Unit investigates allegations of client fraud. These services are contracted by the Department of Social Services to the District Attorney. Specifically, the DA Welfare Fraud Unit is contracted to investigate allegations of fraud related to Temporary Assistance, HEAP, Medicaid, Daycare and Food Stamps. The DA Welfare Fraud unit is supervised by the District Attorney and Assistant District Attorney. The ADA oversees the work of three part-time investigators. There is one clerical staff person in the Unit who is a DSS employee.

2. What unit is responsible for the prosecution of client fraud allegations? Please provide the name of the unit, number of positions, titles of positions, and how allegations are processed.

The Otsego County District Attorney's Welfare Fraud Unit prosecutes allegations of client fraud. Please see answer above.

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

If an investigator in the DA Welfare Fraud Unit finds evidence of fraud, the investigator will request a budget and overgrant worksheet from the DSS Social Welfare Examiner. The DSS Examiner will comply with the request by preparing those worksheets and having the same reviewed by a DSS Senior Social Welfare Examiner and a Principal Examiner, and send the budget and overgrant worksheets to the DA Investigator. The District Attorney will either prosecute or refer the matter back to the DSS Examiner.

If the DA chooses to prosecute, the DA will file a complaint or indictment in a court of appropriate jurisdiction, and among other things, seek restitution.

If the DA chooses not to prosecute, the DA Investigator will inform the DSS Examiner. The DSS Examiner will refer the matter to the DSS Attorney. The

DSS Attorney will file a civil complaint in a court of appropriate jurisdiction. Among other things, the DSS Attorney will seek repayment.

If the DA Investigator does not find evidence of fraud, the DA Investigator will refer the matter to the DSS Examiner. If there is no evidence of fraud, the DSS Examiner will pursue the matter as an inadvertent household error.

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 Otsego County Department of Social Services does not refer fraud cases for administrative hearings. In the event that the DA chooses not to prosecute and refers the case to the DSS Examiner, the DSS Examiner will refer the case to the DSS Attorney, who will file a civil complaint in a court of appropriate jurisdiction.

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?

Upon review of a case, if a DSS Examiner suspects fraud, a referral is made to the DA Welfare Fraud Unit. If a DA Investigator determines there is evidence of fraud, the allegations will either be prosecuted by the DA or referred back to the DSS Examiner.

When a referral is made to the DA Welfare Fraud Unit by a DSS Examiner, no notices are provided to the client, as notice for this event is not required.

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

In the event that the DA chooses to use a disqualification consent agreement, the DA will comply with all New York Statutes and Regulations, and comply with the terms of the contract with the local social services district.

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

If a plea or adjudication is made on the record in criminal court, a statement that the defendant has been advised of Public Assistance disqualification penalties will be read into the record, and the defendant will acknowledge the same by making a statement on the record. If the plea or adjudication is made in a court that is not a court of record, the defendant will sign a written statement indicating the same.

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, by and between the OTSEGO COUNTY DEPARTMENT OF SOCIAL SERVICES, a municipal corporation, having its office and principal place of business located at 197 Main Street, Cooperstown, NY, hereinafter referred to as DSS, and OTSEGO COUNTY DISTRICT ATTORNEY'S OFFICE, here in after referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, DSS is required by section 145 of the Social Services Law and Part 348 of the Regulations to investigate cases of suspected fraud in the administration of public assistance and care; and

WHEREAS, the CONTRACTOR has expressed a willingness to provide services needed to meet the requirements of the law, as more specifically described in Exhibit "A" and "B" of this agreement; and

WHEREAS, by Resolution No. 27-20150107, duly adopted by the Otsego County Board of Representatives on the 7th day of January, 2015, a copy of which is attached hereto and made a part hereof, the Commissioner of Social Services was authorized to enter into a contract with the Otsego County District Attorney's Office.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereafter made, as well as other good and valuable consideration, the DSS and the CONTRACTOR mutually agree and obligate themselves as follows:

1. PURPOSE. To enter into a written contract setting forth the terms and obligations of each of the parties in investigations of cases of suspected fraud, front end detection services to ensure program integrity, and occasional other services the CONTRACTOR may provide to assist DSS.
2. GOODS AND/OR SERVICES TO BE PERFORMED. The DSS shall acquire, from the CONTRACTOR, certain goods and/or services, the same to be in accordance with the terms and conditions of Exhibits "A", "B through B-3", and "D through D-2" attached hereto and made a part hereof. All of which services shall be subject to the direction of DSS from time to time as circumstances may require in the judgment of DSS.
3. TERM. (For Services) The term of this contract shall commence January 1, 2015 and shall continue until December 31, 2015.
4. PRICE. Not to exceed \$91,927 (See Exhibit "C" and "C-1" attached).
5. STANDARD PROVISIONS. Exhibit "E" (Standard Provisions) is attached hereto and made a part of this contract.

