

**INVESTIGATION AGREEMENT**

by and between:

**ST. LAWRENCE COUNTY DEPARTMENT OF SOCIAL SERVICES**

(hereinafter referred to as "the Department"),  
with offices at 6 Judson Street, Canton, New York,

and

**ST. LAWRENCE COUNTY DISTRICT ATTORNEY'S OFFICE**

(hereinafter referred to as "the District Attorney"),  
with offices at 48 Court Street, Canton, New York

**WITNESSETH:**

WHEREAS, the Department is responsible for identifying fraud, and 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 applicant or recipient has intentionally violated program requirements in a fraudulent manner, and

WHEREAS, 18 NYCRR 348.2 requires the referral of suspected fraud cases under agreement with the District Attorney or appropriate prosecuting entity, and

WHEREAS, the duly elected District Attorney of St. Lawrence County is responsible for the investigation and prosecution of criminal actions arising in St. Lawrence County, 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 to this document enter into a written agreement setting forth their respective duties under the above-stated provisions of State and federal Law, and

WHEREAS, the Department is desirous of securing investigator services 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 as follows:

1. This Agreement shall be effective 1/1/2018-12/31/2018.

2. The Department will refer to the District Attorney cases of alleged applicant or recipient Intentional Program Violation related to Family Assistance, Safety Net, SNAP, and/or Daycare Program, Medicaid, Home Energy Assistance Program, and vendor fraud that could be prosecuted criminally.
3. The District Attorney shall accept such referrals from the Department where any crime referred to in paragraph 2 above has allegedly been committed and can be criminally charged. Upon acceptance, he will either prosecute such offense as he elects to charge, or will assist in the proper disposition and resolution of the alleged offense.
4. The Department shall provide the District Attorney with all pertinent information needed to complete the Intentional Program Violation prosecution including, but not limited to, those documents and notices as required in regulation.
5. Reimbursement shall be claimed by the District Attorney for services provided in the previous month(s) at a rate equal to the hourly salary and overhead of employee(s) assigned specifically to IPV prosecution functions.
6. The Department agrees to submit appropriate claims to State Office of Temporary and 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. A listing of the estimated costs related to this agreement totaling \$62,747 is attached as Attachment A.
8. The St. Lawrence 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.
9. 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.
10. 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 Office of Temporary & Disability Assistance, the Comptroller of the State of New York, the New York State Department of Family Assistance, New York State 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.

11. 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.
12. 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.
13. The District Attorney agrees to maintain the confidentiality of information relating to 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.
14. 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.”
15. 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 agree to renegotiate if revision of any applicable laws or regulations make changes in this Agreement necessary.
16. This Agreement may be terminated in whole or in part by either party upon thirty (30) days written notice to the other party or immediately in the event that federal or State reimbursement for such services is not forthcoming or is terminated.

17. 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.

18. 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 he 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 him 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 and 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 he satisfies the Commissioner of Human Rights that he 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 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 him 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 provisions 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.
19. This Agreement does not restrict prosecution of suspected fraud by the State, federal government, or other appropriate prosecuting entity in lieu of the District Attorney.

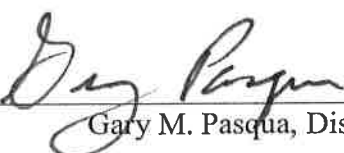
20. This Investigation Agreement between St. Lawrence County Department of Social Services and St. Lawrence County District Attorney's Office contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

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

St. Lawrence County Department of Social Services

Date: 1/10/2018 by:   
Chris Rediehs, Commissioner

St. Lawrence County District Attorney's Office

Date: 1/10/18 by:   
Gary M. Pasqua, District Attorney

St. Lawrence County, Board of Legislators

Date: 1/25/18 by:   
Kevin D. Acres, Chair

ATTACHMENT A

Office of the District Attorney for St. Lawrence County

The District Attorney's Office, under the attached Agreement, will provide services for not more than the following budgeted amounts:

<u>Description</u>	<u>Cost</u>
Fraud Investigator Salary	\$ 46,433
Fraud Investigator Fringe	\$ 14,432
Mileage	\$ <u>1,882</u>
Total	\$ 62,747





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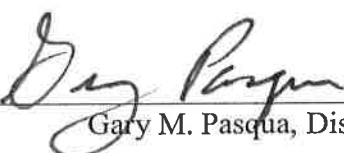
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