

STEUBEN COUNTY

DEPARTMENT OF SOCIAL SERVICES

KATHRYN A. MULLER, LCSW-R, COMMISSIONER

3 EAST PULTENEY SQUARE
BATH, NEW YORK 14810-1579

(607) 664-2000
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April 19, 2018

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Susan Antos
Empire Justice Center
119 Washington Avenue, 3rd floor
Albany, NY 12210
(518) 935-2848
www.empirejustice.org

This letter is in response to your recent Freedom of Information Request of Steuben County Department of Social Services for all records related to the following documents:

- a. a signed and dated copy of your cooperative agreement with the District Attorney serving your county concerning the prosecution of intentional program violations and any and all attachments to the foregoing document.

Your request was received Thursday, April 19, 2018. The Department will review its records and determine if information that you are requesting can be made available to you under the Freedom of Information Act. We understand your request as a Non-Profit that you wish for us to waive the copy fees. As you are aware we are a Municipality and charged with fiduciary responsibility of the public good. Even electronic transmittals require us to print and scan materials therefore we are unable to waive the copy charges. All copies made will be charged at a cost of \$.25/ page.

Thank you



Lise Reynolds, FOIL Officer, Steuben County Department of Social Services
(607) 664-2000

AGREEMENT

THIS AGREEMENT, made this 1st day of January, 2015, between

KATHRYN A. MULLER, LCSW-R,
Commissioner of the
Steuben County Department of
Social Services, with her office located
at 3 East Pulteney Square, Bath, NY 14810,
hereinafter called "COMMISSIONER"

Party of the First Part

-AND-

BROOKS BAKER, ESQ., District Attorney
Of the County of Steuben, with his office
Located at 3 East Pulteney Square, Bath, NY 14810,
hereinafter called "DISTRICT ATTORNEY"

Party of the Second Part

WHEREAS, the COMMISSIONER recognizes that it is the statutory responsibility of the DISTRICT ATTORNEY to prosecute crimes committed in the County of Steuben,

WHEREAS, the DISTRICT ATTORNEY recognizes the COMMISSIONER maintains the Fraud and Legal Unit with the responsibility to investigate allegations of Welfare Fraud in all program areas operated within the Department of Social Services and to recover overpayments of assistance that occur as the result of fraudulent activity, and

WHEREAS, the DISTRICT ATTORNEY recognizes the COMMISSIONER is required by the New York State Office of Temporary & Disability Assistance and the New York State Department of Health to make appropriate referrals to the DISTRICT ATTORNEY to prosecute cases of fraud committed against the Steuben County Department of Social Services, and

WHEREAS, the parties have concluded that coordination and cooperation is necessary for the successful prosecution of criminal cases involving welfare fraud and other related crimes and as directed for intentional violations of program terms in 18 NYCRR §359.4;

WHEREAS, the parties are desirous of instituting procedures in the referral of fraud cases for criminal prosecution as accepted by the DISTRICT ATTORNEY, and for cases not accepted for criminal prosecution, which are to be dealt with by the COMMISSIONER administratively pursuant to procedures set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed by and between the parties as follows:

ONE: The COMMISSIONER shall refer cases of Suspected Welfare Fraud to the DISTRICT ATTORNEY on activity involving a) concealment of a material fact (i.e. unreported income, unreported resources, etc.) resulting in an overpayment of assistance; b) the filing of a false instrument or false statement; c) any combination of a & b; and/or d) Criminal use of Public Benefit cards or any other fraudulent activity as recommended by the DISTRICT ATTORNEY. The acceptance of the case for criminal prosecution based upon the evidence presented shall be at the discretion of The DISTRICT ATTORNEY.

ONE (a): Notwithstanding the above, the Steuben County Department of Social Services may still refer matters that have not been referred to the DISTRICT ATTORNEY to other prosecuting officials such as the New York State Office of Welfare, Inspector General, and/or the New York State Office of the Medicaid Inspector General, if pursuant to law and regulation, such referral is appropriate.

TWO: The DISTRICT ATTORNEY recognizes that the Criminal Investigator assigned to the Department of Social Services Fraud and Legal Unit and the District Attorney Investigator shall prepare the Accusatory Instrument and evidence package for all welfare fraud cases referred to the DISTRICT ATTORNEY by said Department and said Criminal Investigator and District Attorney Investigator may proceed directly to arrest in accordance with Police procedures under the New York State Criminal Procedure Law. The Criminal Investigator and District Attorney Investigator shall file an original copy of the Accusatory Instrument together with a complete evidence package with the DISTRICT ATTORNEY. The evidence package shall include a Statement for the Record identifying Temporary Assistance Disqualification penalties to be entered in the court record by the DISTRICT ATTORNEY.

THREE: If, after conferring with the Department of Social Services, the DISTRICT ATTORNEY believes that the administrative procedure is in the best interests of the People of the State of New York, then in that event the Social Services Investigator assigned to the case shall attempt to seek restitution of the overpayment in the appropriate program area by Civil remedy. On overpayments involving the Public Assistance and Food Stamp programs an Administrative Disqualification Hearing transmittal may be filed for the purpose of establishing an Intentional Program Violation in lieu of criminal prosecution.

FOUR: The DISTRICT ATTORNEY authorizes the Department of Social Services to send advance written notification of consequences of signing a Disqualification Consent Agreement to the assistance unit or household, and enter into a Disqualification Consent Agreement, when deferred adjudication is contemplated on Intentional Program Violation (IPVs) resulting from a false statement with no overpayments of Public Assistance and/or Food Stamps as directed by the Steuben County DISTRICT ATTORNEY.

FIVE: This Agreement may be terminated by either party upon thirty days written notice to the other party, which notice shall either be mailed by first class mail or delivered in person to the other party at the address for said party as shown on the first page of this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures on the day and date first above written.

Kathryn A. Muller, LCSW-R, Commissioner
Steuben County Department of Social Services

Brooks Baker, Esq., District Attorney
County of Steuben