

## Investigative Unit Operations Plan

**County:** Ulster County  
**Contact Person:** Robert J. Brandt  
**Title:** Chief Investigator  
**Phone #:** 845-334-5224  
**E-mail Address:** Robert.Brandt@dfa.state.ny.us

1. What unit is responsible for the investigation of client fraud allegations?

Please provide the name of the unit, # of positions, titles of positions, and how allegations are processed.

Special Investigation Unit is responsible for the investigation of allegations of client fraud. SIU consists of 6 positions; Chief Investigator, Sr. Caseworker, Caseworker, Social Service Investigator, part-time District Attorney Investigator and a part-time Account Clerk/Typist.

Internal Allegation referrals are generated from various units within the Dept. of Social Services. Referrals are then forwarded to SIU and are entered into the SIU in-house, log-in/status database by the Account Clerk/Typist. Referrals are then reviewed by the Chief Investigator and assigned to an Investigator for investigation.

External Allegations are received from outside sources(letters, phone, verbal, etc.). Information obtained is written on a complaint form and a pre-inquiry is made to ascertain whether the the alleged fraudulent client is receiving any type of assistance and the info has been reported to DSS or if the info is even relevant or exempted in the case. Referral is then forwarded to the Chief Investigator to log in, with the recommendation of either dismissing or assigning the allegation/referral. Referral is then either dismissed or assigned by the Chief Investigator to an Investigator for investigation.

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

Please provide the name of the unit, # of positions, titles of positions, and how allegations are processed.

Investigators from the Special Investigation Unit are also responsible for the collection of evidence, obtaining overpayment calculations in the preparation of cases for prosecution. The case is then reviewed by the Chief Investigator, for a determination of whether the case appears to warrant prosecution, then the actual prosecution is handled by the District Attorneys Office. During the prosecution process, Investigators from the Special Investigations Unit make every attempt to be present at all legal proceedings.

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

LDSS Resource/Accounting Dept. is responsible for calculating all TA & SNAP overpayment/claims for SIU. SIU Investigator then initiates recoupment, repayment, demand notice, etc. activity. Investigator then completes CAMS form and forwards the completed CAMS form to either the TA worker for recoupment or back to the Accounting Dept. to establish a closed TA claim, also Accounting Dept. establishes all SNAP claims. Resource/Accounting Dept. is responsible for the monitoring and collection of established overpayments, both civil and court ordered.

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?

Should the District Attorney decline criminal prosecution, because the amount of the alleged fraud is below \$1,500.00 threshold set between the Ulster DA and LDSS or if mitigating circumstances make it difficult for a successful prosecution, an ADH may be requested. Should an ADH be elected, SIU will then assemble an evidentiary packet in triplicate, complete the Transmittal of Request for Administrative Hearing and send(US Mail) the evidentiary packet to the Office of Administrative Hearings. Office of Administrative Hearing reviews the packet for completeness to move to a Hearing. Office of Administrative Hearings then schedules a Hearing date and notifies the client by mail of that date, along with providing the client with an evidentiary packet and notifying SIU of the date.

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?

Should the Investigator determine that a case has the appearance of an Intentional Program Violation and the amount exceeds the agreed upon fraud/dollar threshold amount of \$1,500.00, for referral to the DA Office for prosecution, the case is then reviewed by the Investigator and Chief Investigator. The case then is prepared by the Investigator for the DA Office prosecution review. A synopsis of the facts outlining the case is forwarded to the DA Office along with a copy of the DA Turnaround form(Attached), for review by an Assistant DA, who will either accept or decline prosecution of the case or even recommend a DCA in lieu of prosecution.

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

In the event a case is determined to be an Intentional Program Violation(IPV), it is referred to the District Attorneys Office for a determination of prosecution or Disqualification Consent Agreement(DCA) in lieu of prosecution. The District Attorney shall forward his recommendation to SIU, via the DA Turnaround Notice(Attached). In the event that use of the DCA is recommended, the individual shall be notified of the consequences in advance, utilizing the Notice of Consequences of Consenting to a DCA(Attached) and shall subsequently sign the DCA(Attached).

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

Defendant is advised on the court record, "Order Entering Statement into the Record"(Attached), which is signed and read by the Judge, advising of the impending Disqualification penalties and made a part of that Court Record.

**Attach a copy of the agreement between your social services district and the District Attorney's Office for the prosecution of welfare fraud.**

COOPERATIVE AGREEMENT BETWEEN THE ULSTER COUNTY  
DEPARTMENT OF SOCIAL SERVICES AND THE ULSTER COUNTY  
DISTRICT ATTORNEY'S OFFICE

THIS COOPERATIVE AGREEMENT ("Agreement") dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014, is between the Ulster County Department of Social Services ("Ulster County DSS" or "DSS"), with offices at 1011 Development Court, Kingston, New York 12401, and the Office of the Ulster County District Attorney ("Ulster County DA" or "DA"), with offices at 275 Wall Street, Kingston, New York 12401 (hereinafter, "the Parties"), with the prior approval of the New York State Office of Temporary and Disability Assistance ("OTDA") Audit and Quality Control, Program Integrity, Riverview Center, 40 North Pearl Street 4<sup>th</sup> Floor, Albany, New York 12243.

WITNESSETH

WHEREAS, the Department, as the local social services district ("District"), is required, pursuant to Section 145 of the Social Services Law of the State of New York, to refer to the district attorney's ("DA's") office all cases where the District has reason to believe that a willful act designed to interfere with the proper administration of public assistance and care has been committed; and

WHEREAS, Section 348.2 of the New York State Code of Rules and Regulations requires that the District enter into agreements with appropriate DA's offices to establish referral procedures for all cases in which reasonable grounds exist to believe that an act of welfare fraud has been committed; and

WHEREAS, the Ulster County DSS has requested, and the DA's Office is willing and able to provide the services required, pursuant to the mutual covenants, terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1. TERM OF AGREEMENT

A. This Agreement shall be effective for a period of one (1) year from

May 1, 2014 through April 30, 2015, unless sooner terminated as provided herein.

- B. This agreement shall be automatically renewed on May 1, 2015 for two (2) additional one-year terms, through April 30, 2017 unless sooner terminated as provided herein.

## ARTICLE 2. SCOPE OF SERVICES

### A. Responsibilities of the Ulster County DA:

1. The Ulster County DA shall prosecute cases of Temporary Assistance ("TA"), Supplemental Assistance Nutrition Program/Food Stamp ("SNAP") Daycare Program ("DC") and Medical Assistance ("MA") fraud ("welfare fraud") referred by DSS, and shall accrue revenues thereby.
2. The DA shall assign staff to prosecute TA, SNAP, DC and MA fraud ("welfare fraud") cases.
3. The DA shall maintain welfare fraud caseload statistics, with the assistance and support of the DSS, in accordance with Article 3, below.
4. The DA shall accept all welfare fraud referrals from the Department and shall prosecute all appropriate welfare fraud cases with damages resulting in a monetary threshold of at least One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars. The DA retains the right to decline, after investigation, to prosecute any welfare fraud referral from DSS. The DA shall assist DSS in appropriately resolving or otherwise disposing of any case the DA has declined to prosecute.
5. The DA shall ensure that welfare fraud defendants, who enter a plea of guilty or nolo contendere in cases referred under this Agreement:
  - a. are advised on the record in court when the plea is taken of the disqualification provisions set forth in Section 145-c of the New

York State Social Services Law and applicable regulations thereunder; and

- b. enter into Disqualification Consent Agreements (DCAs) with the DA.
6. The DA shall timely notify DSS of the disposition of each welfare fraud case that DSS refers to the DA and shall provide DSS' Investigation Revenue and Enforcement Administration ("IREA") with a report on a monthly basis that provides update status on each case referred to the DA by DSS, including all the cases which have Disqualification Consent Agreements ("DCA").
  7. For each year during the term of this Agreement and any renewals thereof, the DA shall prepare and shall submit to DSS for forwarding to OTDA, by no later than thirty (30) days after the end of the year, a report summarizing all of its welfare fraud case activity for that year.
  8. In instances where an individual enters into a DCA, the DA shall defer prosecution pending the performance of the said agreement to afford the individual the opportunity to repay the DSS the amount of TA, SNAP, DC and MA fraudulently obtained.

B. Responsibilities of DSS

1. DSS shall assist the DA in the performance of the services required by this Agreement, as follows:
  - a. DSS will review all welfare fraud cases referred for prosecution;
  - b. DSS will determine whether the materials supporting the welfare fraud cases referred to the DA constitute reasonable grounds to believe that welfare fraud has been committed by the applicant, recipient, and/or others involved;
  - c. In cases of suspected welfare fraud where the supporting materials do not constitute reasonable grounds to believe that

fraud was committed, but the suspicion of fraud nevertheless remains, DSS will investigate further to determine if the evidence necessary to constitute fraud or erase the suspicion of fraud can be produced; and

- d. DSS will determine the existence of any mitigating facts or circumstances in each welfare fraud case it refers to the DA.
2. The DSS shall refer to the DA all appropriate cases of alleged Temporary Assistance ("TA"), Supplemental Nutrition Assistance Program/Food Stamp ("SNAP") Daycare Program ("DC") and Medical Assistance ("MA") fraud ("welfare fraud") by applicants or recipients.
3. The DSS shall provide the DA with all of the facts and evidence necessary to fully investigate the cases referred pursuant to this Agreement, including but not limited to, accurately computing any alleged overpayment of benefits to any recipient.
4. Whenever restitution, or arrangements for the restitution, of allegedly fraudulently received TA, SNAP, DC and MA funds has been made or is being made by an applicant or recipient whose case has been referred hereunder, the DSS shall so advise the DA and shall inform the DA of the amount of any such restitution.
5. The DSS shall coordinate with the DA to the extent necessary to ensure that all allegations of TA, SNAP, DC and MA fraud ("welfare fraud") cases referred to the DA from sources other than the DSS are incorporated into the DSS' referral process.

### ARTICLE 3. ADMINISTRATIVE RESPONSIBILITIES OF THE DA

The DA shall maintain such programmatic records as the Department requires, and shall make available for review by the Federal, State and County governments and the Office of Temporary and Disability Assistance, Audit and Quality Control, Program Integrity, at all reasonable time and places and with such frequency as the Department in its sole discretion

requires, its program and facilities, including, but not limited to, service records, policies and procedures, staffing ratios and job descriptions, and shall produce those staff directly or indirectly involved in providing services hereunder for meetings and interviews pursuant to this subsection.

#### ARTICLE 4. PUBLICITY

The DA shall notify DSS before it or any of its employees, servants, agents or independent contractors, at any time during or after completion or termination of this Agreement, may make any statement to the Press or issue any communication bearing on the work performed or data collected under this Agreement.

#### ARTICLE 5. RETENTION OF RECORDS

The DA agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the date of final payment or the termination date of the Agreement, whichever occurs later. County, State and Federal auditors and any other person(s) duly authorized by DSS shall have full access to and the right to examine any such materials during the said retention period.

#### ARTICLE 6. COMPLIANCE WITH LAW

The services rendered by the DA under this Agreement shall be performed in accordance with all applicable provisions of Federal, State and Local Law, rules and regulations in effect at the time such services are rendered, including, without limitation, the Civil Rights Act of 1964 as amended by Executive Order 11246, 41 CFR 60, Section 504 of the Rehabilitation Act of 1973 and 45 CFR sections 84 and 85.

#### ARTICLE 7. CONFIDENTIALITY

1. All of the reports, information or data furnished to or prepared, assembled or used by the DA under this Agreement shall be held confidential, and the DA agrees that the same shall not be made available to any individual or organization without the prior approval of



DSS, except as directed by a court of law in a proceeding in which DSS has been provided with notice of the request for disclosure.

2. Any and all materials developed by the DA specifically for use under this Agreement shall be the joint property of the DSS, the County, and the DA.
3. Any disclosure of confidential HIV-related information by the DSS or the DA 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.”

#### ARTICLE 8. SUPERVISION

In compliance with the NYS Office of Temporary and Disability Assistance's ("OTDA") Fiscal Reference Manual ("FRM"), Volume 4, Chapter 5, the Ulster County DSS Commissioner shall have organizational supervision of any staff working pursuant to the terms of this Agreement. The Ulster County DSS Commissioner may have input into the assignment, retention and reassignment of any staff working pursuant to this Agreement, however the ultimate authority for these staff a member shall remain with the appointing office.

#### ARTICLE 9. TERMINATION

1. The Parties hereto shall have a mutual right to terminate this Agreement, wholly or in part:
  - a. Without cause, by giving the other party thirty (30) days advance written notice, or

- b. For good cause shown, or if Federal, State or County funding is reduced or discontinued, by giving the other party immediate written notice.
- c. In the event this Agreement is terminated, for whatever cause, DSS will pay all agreed-upon costs and non-dischargeable obligations incurred by the DA hereunder up to and including the effective date of termination.

#### ARTICLE 10. ASSIGNMENT

The DA shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of its right, title, interest, obligations or duties herein, or its power to execute such agreement, or assign, by power of attorney or otherwise, any of its rights to receive monies due or to become due under this Agreement, without the prior written consent of DSS, which approval shall be attached to the original Agreement, subject to such conditions and provisions as the Department deems necessary. Any such assignment, transfer, conveyance, sublease or other disposition without such consent shall be void.

#### ARTICLE 11. MODIFICATION

This Agreement may be modified by the Parties in writing, in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

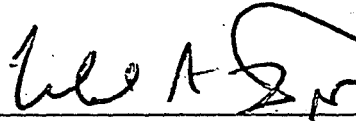
#### ARTICLE 12. ENTIRE AGREEMENT

This written Agreement contains all of the terms and conditions the Parties have agreed to, and no other agreement, written or oral, regarding the subject matter herein shall be deemed to exist, to bind either Party hereto, or to vary any of the terms set forth herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

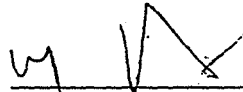
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates appearing below their respective signatures.

THE ULSTER COUNTY DEPARTMENT OF  
SOCIAL SERVICES

A handwritten signature in black ink, appearing to read "Michael A. Iapoco", written over a horizontal line.

By: Michael A. Iapoco, Esq.  
Commissioner

THE ULSTER COUNTY DISTRICT ATTORNEY

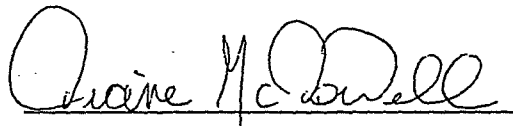
A handwritten signature in black ink, appearing to read "D. Holley Carnright", written over a horizontal line.

By: D. Holley Carnright, Esq.  
District Attorney

ACKNOWLEDGEMENTS:

STATE OF NEW YORK     )  
  ss:  
COUNTY OF ULSTER     )

On this 11<sup>th</sup> day of March, 2014, before my personally came Michael A. Iapoco, Esq. known to me and known by to be the Commissioner of the Ulster County Department of Social Services, the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes herein mentioned.

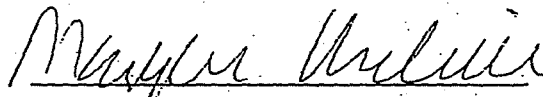
  
Notary Public

DIANE MC DOWELL  
Notary Public, State of New York  
Reg. No. 01LI6112319  
Qualified in Ulster County  
Commission Expires June 28, 20 16

STATE OF NEW YORK     )  
  ss:  
COUNTY OF ULSTER     )

On this 5<sup>th</sup> day of March 2014, before my personally came D. Holley Carnright, Esq. known to me and known by to be the Ulster County District Attorney, the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes herein mentioned.

MARYLEE MELVILLE  
State of NY County of Ulster  
Reg. # 4847732  
Commission Expires September 30, 20 17

  
Notary Public