

**WYOMING COUNTY CONTRACT COVER PAGE**

**Amended**

*Contracts, Agreements, Memorandum of Understanding and Grant Applications/Acceptance Awards*

FYI

Wyoming County Department: Social Services  
Title of Contract: Welfare Fraud Investigations Agreement with DA  
Contracting Party: Wyoming County District Attorney's Office  
Address of Contracting Party: 147 North Main Street, Warsaw, NY 14569  
Phone: (585 ) 786 -8822 Fax: (585 ) 786 -8842

Record No.: \_\_\_\_\_  
Unique Contract ID: \_\_\_\_\_

Type of Transaction:  Contract/Agreement/MOU/MOA  
 Interdepartmental Agreement  
 Grant Application and Acceptance Award  
 Grant Application (Cty. Atty. approval not needed at this time)  
 Piggyback or State Contract/Agreement (Contract no. required)  
Contract No.: \_\_\_\_\_

CHECKLIST	
<i>(Board of Supervisors' Office Use Only)</i>	
<input type="checkbox"/>	\$3,001-\$5,000: Committee Approval
<input type="checkbox"/>	\$5,001 & up: Board Resolution
<input type="checkbox"/>	\$50,000 & up: Bd. Res. (WCCH only)
<input type="checkbox"/>	Marker Only Received/Filed
<input type="checkbox"/>	Department Head Signature
<input type="checkbox"/>	Attorney Approval
<input type="checkbox"/>	Contracting Party Signature
<input type="checkbox"/>	Contract Process Sheet
<input type="checkbox"/>	Fully Executed/Complete Contract

Is a Contract Process Sheet attached:  Yes  No (Not required for Piggyback or State Contract/Agreement)

Starting Date: 01 / 01 / 2017 Ending Date: 12 / 31 / 2017 2021

This transaction is: an original (new service)   
a renewal with no change   
 a renewal with the following changes:

Added New York State required wording to prevent loss of funding.

**Contract/Grant Services Overview (purpose and objective of contract/grant):**

Provision of the review and prosecution of established fraud cases pertaining to DSS clientele, pass through for District Attorney's office reimbursement

**PLEASE ANSWER ALL QUESTIONS**

Does contract require a Certificate of Insurance:  Yes  No If yes, Certificate attached:  Yes  No  
Is this a Personal Services Contract:  Yes  No If yes, W-9 Tax Form or SS No. provided:  Yes  No  
Are funds budgeted:  Yes  No If yes, Budget Line Item Number: \_\_\_\_\_  
Is an Appropriation needed:  Yes  No If yes, Appropriation Form attached:  Yes  No

Purchase Order Number: \_\_\_\_\_ Total Amount of Contract/Grant: \$ 0  
Reimbursement: \$ \_\_\_\_\_ Local County Share: \$ \_\_\_\_\_  
Department Head Signature: [Signature] Date: 5/17/17

**REQUIRED APPROVALS**

THIS DOCUMENT APPROVED AS TO FORM BY THE WYOMING COUNTY ATTORNEY: [Signature]

Attorney Comments: \_\_\_\_\_ Date: 5/24/17

Approval Date: 6/27/17  
Committee Chair Signature: [Signature]  
(\$3,000 and under only)

Comm. Approval Number: comm. HS Comm #  
Date: 7/25/17

Approval Date: \_\_\_\_\_  
Chairman Signature: \_\_\_\_\_  
(\$3,001 - \$5,000 only)

Comm. Approval Number: comm. \_\_\_\_\_ 6/27/17 with incorrect end date  
Date: \_\_\_\_\_

Approval Date: \_\_\_\_\_  
Chairman Signature: \_\_\_\_\_  
(\$5,000 & up and WCCH contracts only)

Resolution Number: \_\_\_\_\_  
Date: \_\_\_\_\_

Document Returned to: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

## HUMAN SERVICES COMMITTEE MEETING

Date: Tuesday, July 25, 2017 @ 10:30 AM

Present: Grant, Ryan, Davis, Hastings, Vasile, McCormick, King, Copeland

Absent: Tallman

Also Present: C. Ketchum/Board Clerk; A. D. Bervanger/Board Chair; J. Cook/Budget Officer; B. Kehl, T/Arica; B. Becker, T/Sheldon; J. Brick, T/Perry; K. Granger, T/Castile

Department Agenda Item	Discussion	Decision	Action
<p><b>2. Overnight Travel Authorization:</b> K. Barber will attend the Director of Services Leadership Training Forum at the White Eagle Conference Center, 2798 Lake Moraine Road, W. Lake Road, Hamilton, NY 13346 on 10/4/17 to 10/6/17. Hotel and meals are provided only county car and gas will be used.</p>		<p>Motion: Hastings Ayes: 8 Noes: Absent: 1 Tallman</p>	<p>Carried: XXX Defeated: Referred to:</p>
<p><b>3. Overnight Travel Authorization:</b> B. Bagley and R. Cole will attend the Homefinding Summit at the Desmond Hotel and Conference Center, 660 Albany-Shaker Road, Albany, NY 12211 on 8/7/17 to 8/9/17. Hotel and some meals are provided only county car and gas will be used.</p>	<i>To find homes for foster kids...</i>	<p>Motion: Hastings Ayes: 8 Noes: Absent: 1 Tallman</p>	<p>Carried: XXX Defeated: Referred to:</p> <p style="text-align: center;"><b>APPROVED</b></p>
<p><b>4. Amend FYI - Interdepartmental Contract (\$3,000 and under):</b> Amend contract with the following departments to reflect the addition of NYS required wording to prevent the loss of funding and now becoming a 5-year contract instead of ongoing with an end date of 2021.</p> <ul style="list-style-type: none"> <li>• Wyoming County District Attorney's Office, 147 North Main Street, Warsaw, NY 14569. For the provision of Welfare Fraud Investigations. Zero dollars</li> <li>• Wyoming County Health Department, 5362 Mungers Mill Road, Silver Springs, NY 14550. For the provision of Early Intervention Services.</li> </ul>		<p>Motion: Ayes: Noes: Absent:</p>	<p>Carried: Defeated: Referred to:</p>
<p><b>5. FYI - Contract (\$3,000 and under):</b></p> <ul style="list-style-type: none"> <li>• Geneseo Migrant Center (a division of Genesee Valley Educational Partnership), 3 Mt. Morris-Leicester Road, Leicester, NY 14481 for the provision of Interpretation and Translation Services in an amount not to exceed \$2,000.00; Effective 7/1/17 through 6/30/18. This is an original new service contract.</li> <li>• Western New York Independent Living, 3108 Main Street, Buffalo, NY 14214 for the provision of collaboration with OFA, PH and DSS for the NY Connects/Balancing Incentive Program Enhancement and Expansion (BIPEE) grant work plan. The MOU will be effective for the entirety of the NY Connects program. No money involved, only collaboration.</li> </ul>		<p>Motion: Ayes: Noes: Absent:</p>	<p>Carried: XXX Defeated: Referred to:</p> <p style="text-align: center;"><b>*RESOLUTION</b></p>
<p><b>6. Proclamation:</b></p> <ul style="list-style-type: none"> <li>• August is Child Support Awareness Month</li> </ul>		<p>Motion: Vasile Ayes: 8 Noes: Absent: 1 Tallman</p>	<p>Carried: XXX Defeated: Referred to:</p>
<p><b>7. Monthly Report:</b></p>	<i>Reviewed and attached.</i>	<p>Motion: Ayes: Noes: Absent:</p>	<p>Carried: Defeated: Referred to:</p>

Committee Chair Initials: \_\_\_\_\_

## HUMAN SERVICES COMMITTEE MEETING

Date: Tuesday, June 27, 2017 @ 10:30 AM

Present: Grant, Ryan, Davis, Hastings, Tallman, Vasile, McCormick, King, Copeland

Absent:

Also Present:

Department Agenda Item	Discussion	Decision	Action
<p><b>2. Amend FY1 - Interdepartmental Contract (\$3,000 and under):</b> Amend Contract with the following departments to reflect the addition of NYS required wording changes to prevent loss of funding. All effective 1-1-17 to 12-31-17.</p> <ul style="list-style-type: none"> <li>• Wyoming County Workplace Health Services, 408 North Main Street, Warsaw, NY 14569. For the provision of client physicals for work clearance. Contract also reduced from \$2,000 to \$700.</li> <li>• Wyoming County Health Department, 5362 Mungers Mill Road, Silver Springs, NY 14550. For the provision of Early Intervention Services.</li> <li>• Wyoming County District Attorney's Office, 147 North Main Street, Warsaw, NY 14569. For the provision of the review and prosecution of established fraud cases pertaining to DSS clientele.</li> </ul>	<p><b>3. Amend Interdepartmental Contract (\$3,001 or greater):</b> Amend Contract with the following departments to reflect the addition of NYS required wording changes to prevent loss of funding. All effective 1-1-17 to 12-31-17.</p> <ul style="list-style-type: none"> <li>• Wyoming County Attorney's Office, 11 Exchange Street, Aitica, NY 14011. For the provision of Legal Services related to <i>Child Welfare</i>. Contract dollar amount did not change.</li> <li>• Wyoming County Attorney's Office, 11 Exchange Street, Aitica, NY 14011. For the provision of Legal Services related to <i>Child Support</i>. The contract amount has increased \$10,000 for the second attorney.</li> <li>• Wyoming County Information Technology Dept., 143 North Main Street, Warsaw, NY 14569. For the provision of Computer Professional Services. Contract dollar amount did not change.</li> <li>• Wyoming County Sheriff's Dept., 151 North Main Street, Warsaw, NY 14569. For the provision of Security and Investigative Services. Contract dollar amount did not change.</li> <li>• Wyoming County Probation Dept., 143 North Main Street, Warsaw, NY 14569. For the provision of the PINs Coordinator MOA. Contract dollar amount did not change.</li> <li>• Wyoming County Youth Bureau, 8 Perry Avenue, Warsaw, NY 14569. For the provision of the PINs Coordinator MOA. Contract dollar amount did not change.</li> </ul>	<p>Motion: Ayes: Noes: Absent:</p>	<p>Carried: Defeated: Referred to:</p>
<p><b>4. FY1 - Referred to 07-05-17 Finance Committee from 06-27-17 Human Resources</b> <i>Position Fill: Social Services Dept.</i> One position of Caseworker Trainee, CSEA Agreement, Sch. A, Grade 12 (\$18.30 - \$20.96/hr.) to replace Beth Mann who is resigning on 6/23/17.</p>	<p>Motion: Ayes: Noes: Absent:</p>	<p>Carried: Defeated: Referred to:</p>	<p>Carried: Defeated: Referred to:</p>
<p><b>5. Monthly Report:</b></p>	<p>Motion: Ayes: Noes: Absent:</p>	<p>Carried: Defeated: Referred to:</p>	<p>Carried: Defeated: Referred to:</p>

back to  
fix dates  
5 yr no + 1 yr

Signature of Committee Chairman: R/E. Grant (minutes prepared by \_\_\_\_\_).

Next Human Services Committee Meeting scheduled for **Tuesday, July 25, 2017 @ 10:30 AM.**

Committee Chair Initials: \_\_\_\_\_



## Office of Temporary and Disability Assistance

ANDREW M. CUOMO  
Governor

SAMUEL D. ROBERTS  
Commissioner

BARBARA C. GUINN  
Executive Deputy Commissioner

May 11, 2017

Beth Ann Gloss, Administrative Assistant  
Wyoming County Department of Social Services  
466 N. Main Street, P.O. Box 231  
Warsaw, New York 14569-0231



Dear Ms. Gloss:

Thank you for submitting, via email dated April 24, 2017, your agency's revised calendar year 2017 cooperative agreement with the Wyoming County District Attorney for fraud services. We have completed our review and the agreement was also reviewed by the Office of Children and Family Services (OCFS) because it is related to programs administered by OCFS. We grant approval of the agreement and Wyoming County may claim reimbursement for costs incurred under this agreement, subject to customary caps and ceilings.

Annual renewal is acceptable provided there are no major changes to the terms of the contract and Wyoming County submits a letter to OTDA's Bureau of Financial Services requesting renewal. This request must contain updated budgetary information and state that all other provisions of the agreement remain in force with the signatures of all pertinent parties.

If you have any questions regarding the OCFS services included in this agreement, please contact James Carroll at (518) 474-0131 or [James.Carroll@ocfs.ny.gov](mailto:James.Carroll@ocfs.ny.gov). For any questions regarding claiming please contact Dan Stuhlman at (518) 474-7549 or [Dan.Stuhlman@otda.ny.gov](mailto:Dan.Stuhlman@otda.ny.gov).

Sincerely,

Lauren Horn  
Principal Accountant  
Bureau of Financial Services

cc: David Rumsey, Commissioner  
Desiree Beauregard  
James Carroll  
Michael Cody  
Holly Garcia  
Sonia Meyer  
Terri Sanderson  
Robert Smith

ATS#1256

## **AGREEMENT**

**Donald O'Geen, District Attorney of the County of Wyoming and David A. Rumsey, Commissioner of the Department of Social Services of the County of Wyoming, do hereby mutually agree that the procedures listed herein shall be followed in all matter wherein reasonable grounds exist to believe that a fraud, so defined by Section 359, Title 18 of the Code of Rules and Regulations, was committed. Title 18 of the Code of Rules and Regulations 399.4 requires the Department of Social Services to enter into a written agreement with the District Attorney with regard to advance written notification of the consequences of signing a Disqualification Consent Agreement where Supplemental Nutrition Assistance Program or Public Assistance Intentional Program Violations are alleged.**

**FIRST:** Each and every case of suspected fraud within all eligibility programs will be screened and investigated by the Fraud Investigations Unit of the Department of Social Services. The Fraud Investigations Unit will refer to the District Attorney all matters wherein the Department concludes that reasonable grounds exist to believe a fraud was committed and the facts warrant a civil or criminal prosecution.

All cases in which it is the Department's conclusion that a fraud and/or an Intentional Program Violation (IPV) may have been committed for Medicaid, Cash Assistance, Supplemental Nutrition Assistance Program (SNAP), and/or Child Care Assistance, will be forwarded to the District Attorney's Office with a case summary and complete evidence package.

**SECOND:** The District Attorney shall review each matter referred to him by the Department. The District Attorney shall determine whether or not to prosecute each matter. In cases where the District Attorney concurs that a fraud and/or an Intentional Program Violation may have been committed, the District Attorney will accept the case for prosecution and/or refer the case back to the Department. Written delegation for each case in which the Department is being authorized to act on the District Attorney's behalf in obtaining a Disqualification Consent Agreement must be obtained and kept in the Department case records. The Department will then be responsible to follow the Disqualification Consent Agreement procedures found in Title 18 of the Code of Rules and Regulations, section 359.

If the Department's efforts to obtain the Disqualification Consent Agreement are unsuccessful, the Department shall refer the matter back to the District Attorney.

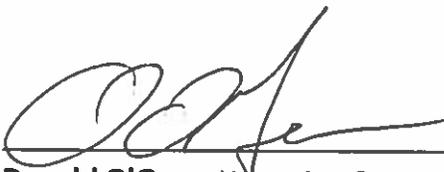
**THIRD:** Any individuals who enter a plea of guilty or are convicted of an Intentional Program Violation, must have a Statement entered into the Record advising the individual(s) of the Disqualification Provisions contained in Social Services Law 145-c and Regulations at 18 NYCRR 359.9. The individual statement must be signed by the Defendant and the Attorney for the Defendant. In addition, an Order Entering the Statement into the Record must be signed by the Judge.

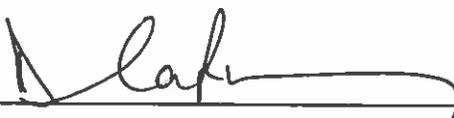
**FOURTH:** The United States Department of Agriculture regulations state that the costs of prosecuting Intentional Supplemental Nutrition Assistance Program violations are reimbursable when they are based on a formal agreement between the Department of Social Services and the District Attorney's Office. In such cases, the Federal government will pay 50 percent of the SNAP fraud and abuse prosecution administrative costs. Therefore, after each SNAP case that is found guilty of an Intentional Program Violation, the District Attorney will forward the Department an activity sheet with the Case Name and actual services and charges listed. Upon receipt of the activity sheet, the Department will file an electronic claim with the Office of Temporary and Disability Assistance (OTDA) for indirect cost reimbursements.

The Department agrees to cooperate fully with the District Attorney's Office in all above mentioned matters.

The agreement will commence **January 1, 2017** and end on **December 31, 2021**.

See Attachment A for standard NYS interdepartmental contract wording included in this agreement.

  
\_\_\_\_\_  
Donald O'Geen, Wyoming County District Attorney 6/5/17  
Date

  
\_\_\_\_\_  
David A. Rumsey, Commissioner of Wyoming Co. Dept. of Social Services 5/24/17  
Date

## Attachment A

1. The District Attorney's office will perform daily activity and functions as directed by the Commissioner of Social Services with direct supervision from the District Attorney's office.
2. The Commissioner of Social Services may have input into the assignment, retention, and reassignment of any staff working under the terms of the agreement, but that the ultimate authority for these staff remains with the appointing officer.
3. The Commissioner of Social Services has organizational supervision of any staff working under the terms of this agreement.
4. All records concerning the agreement or contract must be available for a period of at least (6) years from the end date of the agreement or contract and must be made available for audit by NYSDFA, NYS Audit and Control, and DHHS (and USDA if appropriate).
5. The District Attorney's office agrees to comply with 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.
6. The Department of Social Services will provide reports, documents and other information that will enable the other party to perform its duties under this agreement.
7. Provision is made for termination by the Department with thirty (30) days' notice to the other party without cause and immediately if for cause or if federal or state reimbursement is terminated or not allowed.
8. All information exchanged between agencies is confidential and will be used only for the intended purposes. Measures shall be taken to safeguard the confidentiality of such information to the extent required by applicable state and federal laws and regulations.
9. 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".*

MOU with WYCO DA

Appendix A – Budget

Wyoming County District Attorney Voucher for Actual Services and Charges.

Claim not to exceed \$10,000 annually

## **Investigative Unit Operations Plan**

**County:**

**Contact Person:**

**Title:**

**Phone #:**

**E-mail Address:**

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.

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.



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

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

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