

COOPERATIVE AGREEMENT BETWEEN THE CITY OF NEW YORK ACTING
THROUGH THE DEPARTMENT OF SOCIAL SERVICES OF THE HUMAN
RESOURCES ADMINISTRATION AND THE RICHMOND COUNTY DISTRICT
ATTORNEY'S OFFICE

THIS COOPERATIVE AGREEMENT ("Agreement") dated this 19th day of Sept 2017, is between the City of New York ("City"), acting through the Department of Social Services of the Human Resources Administration ("Department" or "HRA"), with offices at 150 Greenwich Street, New York, New York 10007, and the Office of the District Attorney, Richmond County ("Richmond County DA" or "DA"), with offices at 130 Stuyvesant Place, 8th Floor, Staten Island, NY 10301 (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 4th Floor, Albany, New York.

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, HRA has requested, and the Richmond County DA's Office is willing and able to provide the services required, pursuant to the mutual covenants, terms and conditions set forth in 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 July 1, 2017 through June 30, 2018, unless sooner terminated as provided herein.
- B. This Agreement shall be automatically renewed on July 1, 2018 for two (2) additional one-year terms, through June 30, 2020 unless sooner terminated as provided herein, subject to the availability of funds.

ARTICLE 2. SCOPE OF SERVICES

- A. Responsibilities of the Richmond County DA:
 1. The Richmond County DA shall prosecute cases of Public Assistance ("PA"), Supplemental Nutrition Assistance Program ("SNAP") formerly known as the Food Stamp ("FS") Program and Medical Assistance ("MA") fraud ("welfare fraud") or Health Exchange Cases referred by HRA, and shall accrue revenues thereby. This also includes SNAP Trafficking cases.

2. The DA shall assign staff to prosecute PA, SNAP/SNAP Trafficking and MA fraud or Health Exchange Cases ("welfare fraud") cases, as outlined in the approved budget annexed and incorporated as Attachment A. The DA shall be reimbursed pursuant to this Agreement for only those personnel services ("PS") expenditures incurred in accordance with Attachment A.
3. The DA shall maintain welfare fraud caseload statistics, with the assistance and support of the Department, 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. The DA retains the right to decline, after investigation, to prosecute any welfare fraud referral from HRA. The DA shall assist HRA in appropriately resolving or otherwise disposing of any case the DA has declined to prosecute.
5. The DA will prosecute, assist, or otherwise resolve or dispose of a minimum of fifty (50) welfare fraud cases referred by HRA during the initial one-year term of this Agreement, and each one-year renewal term thereof. Assist includes subpoenaing documentation to further a potential criminal referral and/or participate in joint investigations. If HRA does not refer or ask the DA to assist on the minimum number of cases, the DA's Office will not be considered to have breached the contract as both parties only want to criminally investigate and file charges when appropriate.
6. In the event the DA prosecutes, resolves or disposes of more than the minimum of (50) cases, including but not limited to special project cases, in any one-year term, there will be no additional payment to the DA beyond the not-to-exceed amount stated in Article 5A below.
7. 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 (as a condition of any plea is a signed DCA with the DA). If the defendant waives his or her right to appeal, s/he must waive their right to challenge the DCA as well.
 - c. If the assigned ADA believes an arrest is not warranted, and that the appropriate resolution of the investigation should include a deferred prosecution-like agreement, that ADA should have the subject sign such an agreement, which would include the provisions set forth in 7 (a) and 7 (b).

The assigned ADA should strongly encourage the sentencing judge to

include the DCA as part of the sentence post-trial conviction. If the assigned ADA believes that the DCA is not appropriate, s/he must contact HRA to get their approval to excuse this requirement as a part of the plea. The assigned ADA must provide signed copies of the DCA within one week to HRA.

8. The DA shall timely notify HRA of the disposition of each welfare fraud case that HRA refers to the DA and shall provide HRA's Investigation Revenue and Enforcement Administration ("IREA") with a report, (see Attachment B titled "Status Report for HRA Case Referrals") on a monthly basis that provides update status on each case referred to the DA by HRA, including all cases which have been found to have DCAs.
9. For each year during the term of this Agreement and any renewals thereof, the DA shall prepare and shall submit to HRA 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.

B. Responsibilities of HRA

1. HRA shall assist the DA in the performance of the services required by this Agreement, as follows:
 - a. HRA will review all welfare fraud cases referred for prosecution;
 - b. HRA 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 other(s) 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, HRA will investigate further to determine if the evidence necessary to constitute fraud or erase the suspicion of fraud can be produced; and
 - d. HRA will determine the existence of any mitigating facts or circumstances in each welfare fraud case it refers to the DA.
2. The Department shall refer to the DA all appropriate cases of alleged PA, SNAP and MA fraud by applicants or recipients.
3. The Department 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 PA, SNAP or MA funds has been made or is being made by any applicant or recipient whose case has been referred hereunder, the

Department shall so advise the DA and shall inform the DA of the amount of any such restitution.

5. The Department shall coordinate with the DA to the extent necessary to ensure that all allegations of PA, SNAP and MA fraud referred to the DA from sources other than the Department are incorporated into the Department's referral process.
6. In the event of a special project that requires the cooperation of agencies other than HRA and the DA's office, the DA must recognize that HRA leads these projects and determines the timeline, appropriate venue for press conferences, and other logistics regarding oversight of such special project, with input from the DA's office and other agencies taken into consideration to address everyone's concerns.

ARTICLE 3. ADMINISTRATIVE RESPONSIBILITIES OF THE DA

- A. The DA agrees to maintain such books, records, documents and other evidence, and to utilize such accounting procedures and practices as appropriately and adequately reflect all costs, of whatever nature, direct and indirect, incurred by the DA in the performance of the services required hereunder.
- B. All books, records, documents, and other evidence and practices and procedures required to be maintained pursuant to Article 3 subsection A above, shall be subject, at all reasonable times and places, to inspection, review or audit by the Federal, State and City governments.
- C. The DA shall include the requirements of this Article 3 and Article 4 in any and all subcontracts and assignments it may enter into pursuant to this Agreement.
- D. The DA shall maintain such programmatic records as the Department requires, and shall make available for review by the Federal, State and City governments and the Office of Temporary and Disability Assistance, Audit and Quality Control, Program Integrity, at all reasonable times 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. FISCAL, STATISTICAL, QUARTERLY YEAR END REPORTING AND GRAND JURY, TRIAL NOTICE AND WITNESS PREPARATION

- A. The DA and any subcontractor or assignee shall collect fiscal and statistical data on a monthly basis, and shall submit such statistical reports to HRA at such times; and in such form, as HRA requires.
- B. The DA shall send HRA a quarterly report every three (3) months by the first Wednesday of each month unless otherwise notified by HRA to delay sending such report. The ADA must provide these reports timely and adhere to the designated format, otherwise penalties as delineated in Article 5E, may be imposed. Such

reports shall provide information on all active cases (including but not limited to those cases where pleas have been taken but defendant not yet sentenced). At the same time the DA sends the quarterly report, the assigned ADA (every 3 months) shall update the assigned HRA investigator via email as to the status of every active case. Additionally, the assigned ADA should notify the assigned HRA investigator when a plea is taken or verdict rendered after trial.

- C. The DA shall provide a separate year-end report to HRA by January 10th of the following year detailing each case that was resolved in the immediately preceding calendar year by plea or trial and stating the sentence if already executed.
- D. Except under special circumstances, the assigned ADA must provide a minimum of twenty-four (24) hours, or as much notice as possible, if an HRA representative will need to testify at the Grand Jury or trial. The assigned ADA is responsible for properly preparing the witness to testify, in advance if possible.

ARTICLE 5. PAYMENT TERMS

- A. Subject to the annual appropriation and availability of funding therefore, HRA agrees to pay and the DA agrees to accept as payment-in-full for the performance of the services hereunder, an amount not-to-exceed \$150,00.00 for the term of this Agreement pursuant to the approved budget annexed hereto as Attachment A, which is hereby made a part of the Agreement.
- B. Payment shall be made on approved invoices ("Invoices") which shall include but not be limited to the identification of case count by case type (i.e. PA, SNAP or MA) being invoiced, staff working on referred cases, including staff names, titles, annual salary, and percentage of time spent dedicated to working on referred cases during the quarter. Invoices shall be submitted by the DA on official Inter-City Invoice forms, together with adequate supporting documentation, at such times, with such frequency, and in such a manner and other form as the Department requires. Each such invoice shall be signed by the DA's chief fiscal officer or designee, and shall contain the following typewritten language:

"I hereby certify that this Invoice is for articles received, services rendered or amounts expended on behalf of the City of New York, that it is necessary for the proper transaction of the business of the Department, that it was incurred solely for the benefit of the City of New York, that no portion of the amount claimed therein has been previously certified, and that such amount is solely for the operation of the program described in this Invoice."

- C. The DA shall send quarterly invoices and supporting documentation to be reviewed to:

New York City Human Resources Administration
Investigation, Revenue and Enforcement Administration
Management Analysis, Policy and Data Division
250 Church Street, 10th Floor
New York, New York 10013
Attn: Inna Brenayzen

Upon approval, the invoice will be forwarded for payment to:

New York City Human Resources Administration
Finance Office – Bureau of Accounts Payable
150 Greenwich Street
New York 10007
Attn: Madlyn Korman, Director

The final quarterly invoice must be received by HRA no later than July 15th following the fiscal year for which the DA wishes to be paid. If this Agreement is renewed, the DA shall ensure that HRA receives the final quarterly invoice of the fiscal year no later than fifteen (15) calendar days after the end of the fiscal year.

- D. The DA may seek reimbursement only for the expenses it actually incurs in the prosecution of PA, SNAP and MA fraud referred by the Department, up to the amount of the approved budget, exclusive of trial expenses (i.e. there are no funding for trial expenses under this Agreement and budget).
- E. If the DCA is not properly executed or there is a delay in providing the monthly "Status Report for HRA Case Referrals" (attachment B) the quarterly report(s) (either the quarterly case status report or the ADA update), year-end or the fiscal and statistical data report (as requested by HRA), then HRA shall withhold five percent (5%) of the payment due for the month in which the DCA or the report(s) is/are due until the corrected DCA or report(s) is/are provided. Once the corrected DCA or report(s) is/are provided, HRA shall release the five percent (5%) with the next monthly payment.
- F. As the period of performance contemplated by this Agreement involves performance by the DA in one or more subsequent City Fiscal Years, funding for each such City Fiscal Year shall be subject to the annual appropriation and availability of Federal, State and City funding therefore.

ARTICLE 6. OWNERSHIP OF ITEMS PURCHASED

- A. All furnishings, goods, equipment, supplies and other property acquired wholly or in part with funds provided by the City ("City-owned property") under this Agreement shall be clearly marked or identified by the DA as "HRA/City-owned property". During the term of this Agreement and any renewals thereof, such HRA/City-owned property shall remain in the DA's possession, custody and control and shall be maintained in first-class condition. The DA shall bear all risk of loss or damage with respect thereto, normal wear-and-tear excepted. The DA shall not dispose of any HRA/City-owned property without the prior written approval of HRA. All deliverables under this Agreement shall be the sole property of HRA, and the DA shall not allow same to be used, except for purposes of this Agreement, without the express written permission of HRA.
- B. The DA shall maintain an up-to-date inventory of all such furniture and equipment acquired and shall submit such inventory as requested by HRA and as part of the last invoice submission.

ARTICLE 7. PUBLICITY

- A. The DA shall notify HRA 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.
- B. The DA shall also notify HRA as far in advance as possible of any expectation of press coverage. And, shall promptly notify HRA if there has been any press coverage that was not otherwise expected.
- C. If the DA publishes a work dealing with any aspect of performances under this Agreement, of the results and accomplishments achieved in such performance, HRA shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and authorize others to use the publication in print and any other medium.

ARTICLE 8. 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. City, State and Federal auditors and any other person(s) duly authorized by HRA shall have full access to and the right to examine any such materials during the said retention period.

ARTICLE 9. 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 and the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. ("ADA") and regulations promulgated pursuant thereto, see 28 CFR, Part 35.

ARTICLE 10. CONFIDENTIALITY

- A. The New York State Law and its implementing federal regulations described herein provide legal exceptions to the confidentiality of Medicaid (MA) data, public assistance (PA) data and supplemental nutrition assistance program data (SNAP) that permit the disclosure of Medicaid data absent individual consent, as provided for under this Agreement.
- B. New York State Social Services Law ("SSL") § 369(4) provides that information concerning applicants for and recipients of medical assistance may be disclosed or used only for purposes directly connected with the administration of medical assistance.
- C. Section 1396a of the Social Security Act provides that state Medicaid plans must implement safeguards to restrict the use and disclosure of medical assistance data concerning applicants and recipients to purposes that are directly connected with the administration of the plan. 42 U.S.C. §1396a (7)(A). The implementing federal

regulations define "directly connected" as (1) establishing eligibility; (2) determining the amount of medical assistance; (3) providing services for recipients and (4) conducting or assisting an investigation, prosecution, or civil or criminal proceeding related to the administration of the plan. 42 C.F.R. §431.302.

- D. In accordance with these federal regulations, a State plan must provide safeguards that restrict the use or disclosure of information concerning medical assistance applicants and beneficiaries to purposes that are directly connected with the administration of the plan. 42 C.F.R. §431.300(a). Information exchanged by the State agencies should be made available only to the extent necessary to assist in the valid administrative needs of the program receiving the information. 42 C.F.R. §431.300(b)(1). HRA may use or disclose information obtained from SNAP applicant households to persons that are directly connected with the administration and enforcement of the food stamp program. 7 U.S.C. §2020(e)(8); 7 C.F.R. §272.1(c); 18 N.Y.C.R.R. § 387.2(j).
- E. In accordance with New York State Social Services Law (SSL)§136 and it implementing regulation 18 N.Y.C.R.R. §357.3 HRA may disclose public assistance data, absent individual consent, for purposes directly connected with the administration of public assistance. Public assistance and care is defined as family assistance, veteran assistance, medical assistance for needy persons, institutional care for adults and child care granted at public expense. SSL §2(18).
- F. In accordance with SSL § 369(4), 42 U.S.C. §1396a (7)(A), 42 C.F.R. §431.302, and 45 C.F.R. §164.504 and 45 C.F.R. §164.314, HRA is permitted to disclose to the Richmond County DA's office confidential client identifiable Medicaid data, without individual consent, to assist in the prosecution of welfare fraud cases.
- G. In accordance with 45 C.F.R. §164.512 and §164.512 (f), HRA is permitted to disclose to the Richmond County CA's office confidential client identifiable Medicaid data, without individual consent, for a law enforcement purpose to a law enforcement official pursuant to a civil or authorized investigative demand, or similar process under law provided that (1) the information sought is relevant and material to a legitimate law enforcement inquiry, (2) the request is specific and limited in scope to the extent reasonably practicable in light of the purpose for which the information is sought and (3) de-identified information could not be reasonably used.
- H. In the event that Medicaid data obtained from HRA without individual consent and for the purpose of investigating welfare fraud is to be re-disclosed at a judicial or administrative proceeding, such information may only be disclosed if (1) the disclosure is required by law, (2) the disclosure is pursuant to a court order, (3) (a) valid HIPAA authorization is obtained from the individual who is the subject of the records or (b) there is an appropriate statutory or regulatory exception that eliminates the need for valid consent. 45 C.F.R. § 164.512(e). Absent these exceptions, permission must be obtained from the Medicaid recipient prior to responding to the request for information from an outside source. 42 C.F.R. § 431.306(d). HRA's Office of Legal Affairs should be consulted prior to any re-disclosure of Medicaid data to a Court or judicial tribunal.
- I. The federal Medicaid regulations require the state Medicaid agency to establish specific conditions for the disclosure of protected health information to third parties, including governmental bodies, the courts, or law enforcement officials. 42 C.F.R. §

431.306(e).

- J. All information obtained, learned, developed, or filed in connection with this Agreement, including data contained in official HRA and DA files or records, shall be used only for its intended purposes under this Agreement and shall be held confidential pursuant to the provisions of all applicable federal, state, and local laws and codes, and shall not be disclosed to any persons, organization, agency, or other entity except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.
- K. All of the reports, information or data furnished to, or prepared, assembled, or used under this Agreement are to be held confidential, and the same shall not be made available to any individual or organization without the prior written approval of HRA and/or the DA as appropriate, except as authorized or required by applicable law, rule or regulation promulgated by a governmental authority having jurisdiction.
- L. Subject to the representations herein, the DA will be responsible for complying with all confidentiality restrictions, as specified herein and as required by law, when using and transmitting information provided by HRA. The DA shall also bear the responsibility of the compliance of its agents, contractors, subcontractors and any agents thereof with the confidentiality requirements stated herein, in the performance of this Agreement. Where any agent performs a function under this Agreement in lieu of the DA, that agent shall abide by all provisions that apply to the DA.
- M. The DA agrees to treat all HRA records as confidential and to protect all HRA records or data received under this Agreement from unauthorized disclosure or redisclosure and to use such confidential information in a manner consistent with the confidentiality requirements of all applicable federal, state and local laws and regulations as may now be, or in the future may become, applicable.
- N. The DA agrees to use and ensure the use of appropriate safeguards to prevent misuse or unauthorized disclosure of any confidential information, and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect and secure the confidentiality, integrity, and availability of any electronic or hard copy individually identifiable information that it creates, receives, maintains, or transmits pursuant to this Agreement.
- O. In the event that the DA, its contractors, subcontractors of any agent thereof provides any confidential data and/or individually identifiable HRA data to anyone for any purpose, the DA agrees to ensure that such recipient of HRA data agrees to, complies with, and is bound by an agreement that contains confidentiality restrictions and conditions that are at least as restrictive as those contained in this Agreement.
- P. Effect of unauthorized disclosure. The DA agrees to report to HRA any unauthorized use or disclosure of confidential or protected data, not provided for by this Agreement of which it becomes aware. Further, the DA agrees to immediately report to HRA any data security incident of which it becomes aware, including a breach of unsecured protected data.
- Q. In the event of any unauthorized disclosure of HRA Medicaid data, the DA shall

immediately commence an investigation to determine the scope of the disclosure and immediately inform HRA following discovery of such incident. The DA will be responsible for providing HRA with a written incident report, within 48 hours after the incident is discovered, that details the circumstances surrounding the unauthorized disclosure and the names of the individuals involved, if known. A breach is considered discovered on the first day on which the DA, its contractors, subcontractors or any agent thereof, knows or should have known of such breach.

- R. In the event of a data breach, the DA is responsible for notifying the affected individuals within a reasonable amount of time, but no later than 60 calendar days after the discovery of the breach or earlier if so required by law, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Notification shall be in a form and format prescribed by HRA and shall meet the requirements of applicable local, state and federal law. The DA shall be responsible for all costs associated with providing breach notification to all affected individuals when notification is required by law.
- S. An unauthorized disclosure or use of confidential data may be considered a data breach in accordance with the terms set forth in this Cooperative Agreement. HRA reserves any and all other rights and remedies in the event of unauthorized disclosure.
- T. In case of a breach of confidentiality, the DA shall indemnify HRA and hold HRA, its officers, and employees from any claims, suits, actions damages, and costs of any nature arising out of the breach of confidentiality.
- U. A breach of this Article shall constitute a material breach of this Agreement for which HRA may terminate this Agreement as indicated herein. If for any reason, one of the terms of this agreement is violated, all HRA data shall be either destroyed or returned to HRA, unless otherwise authorized by HRA.
- V. Any disclosure of confidential HIV-related information shall be accompanied by the following written:
- 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.
- W. The provisions of this Article 10 shall remain in full force and effect following termination of, or cessation of the services required by this Agreement.

ARTICLE 11. SUPERVISION

In compliance with the New York State Office of Temporary and Disability Assistance

("OTDA") Fiscal Reference Manual ("FRM"), Volume 3 Chapter 5, the Commissioner of HRA shall have organizational supervision of any staff working pursuant to the terms of this Agreement. The Commissioner of HRA may have input into the assignment, retention

and reassignment of any staff working pursuant to this Agreement, however the ultimate authority for these staff members shall remain with the appointing office.

ARTICLE 12. TERMINATION

- A. The Parties hereto shall have a mutual right to terminate this Agreement, wholly or in part:
 - 1. Without cause, by giving the other party thirty (30) days advance written notice, or
 - 2. For good cause shown, or if Federal, State or City funding is reduced or discontinued, by giving the other party immediate written notice.
- B. In the event this Agreement is terminated, for whatever cause, HRA will pay all agreed-upon costs and uncancellable obligations incurred by the DA hereunder up to and including the effective date of termination.

ARTICLE 13. 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 HRA, which approval shall be attached to the original Agreement, subject to such conditions and provisions as the Department deems necessary. No such approval by the Department shall be deemed to authorize the DA to incur any obligation in excess of the reimbursement limit set forth in Article 5, above. Any such assignment, transfer, conveyance, sublease or other disposition without such consent shall be void.

ARTICLE 14. 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 15. SURVIVAL

The provisions of Articles 6 through 16 herein shall remain in full force and effect following the termination of this Agreement or the cessation of services hereunder.


ARTICLE 16. 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.

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

THE CITY OF NEW YORK
HUMAN RESOURCES ADMINISTRATION
DEPARTMENT OF SOCIAL SERVICES

THE CITY OF NEW YORK
OFFICE OF THE DISTRICT ATTORNEY
RICHMOND COUNTY

BY:  _____

BY:  _____

TITLE: _____
DATE: 9/29/17

TITLE: District Attorney
DATE: September 13, 2017

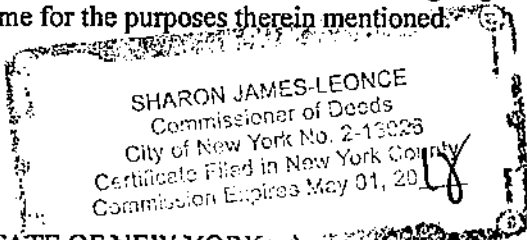
ACKNOWLEDGEMENTS:

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this 19th day of Sept 2017, before me personally came Vincent Pillo known to me and known by to be the HRCO of the DEPARTMENT OF SOCIAL SERVICES of the HUMAN RESOURCES ADMINISTRATION of the City of New York, the person described in and who executed the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes therein mentioned.



Sharon James-Leonce
NOTARY PUBLIC

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this 17th day of Sept 2017, before me personally came MICHAEL E. McMANUS known to me and known by to be the District Attorney of the OFFICE OF THE DISTRICT ATTORNEY, RICHMOND COUNTY in the City of New York, the person described in and who executed the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes therein mentioned.

Timothy J. Koller
NOTARY PUBLIC

TIMOTHY J. KOLLER
Notary Public, State of New York
No. 02KO4811532
Qualified in Richmond County
Commission Expires Sept. 30, 20 18

ATTACHMENT A

Richmond County District Attorney's Welfare Fraud Prosecution Unit Annual Budget 07/01/17 – 06/30/20

Personnel Salaries

Item	Quantity	Salary	Percentage of Time	Unit Cost	Total Cost
Unit Chief (1)	1	\$112,000	10%	\$11,200	\$11,200
ADA #1	1	\$75,000	75%	\$56,250	\$56,250
ADA #2	1	\$75,000	40%	\$30,000	\$30,000
Paralegal (1)	1	\$52,000	100%	\$52,000	\$52,000

Total Direct PS \$149,450

Indirect PS (50% of Direct PS) \$ 0

Total PS \$149,450

OTPS

General Office Overhead (10% of Total PS)	\$550
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Total OTPS \$550

<i>Annual Budget Total</i>	\$150,000
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