

**County of Le Sueur
State of Minnesota
Plan of Cooperation**

This AGREEMENT, by and between Le Sueur County Human Services Department hereinafter referred to as “AGENCY” and the Le Sueur County Sheriff, hereinafter referred to as “INVESTIGATOR”.

WITNESSETH

WHEREAS, Minnesota Statutes 256.983, 119B, 02, Subd. 5, and 256.01, Subd. 4, establish the Fraud Prevention Investigation Plan for maintaining, establishing, and funding cost-effective fraud prevention investigation programs in counties; and

WHEREAS, the AGENCY and the INVESTIGATOR desire to establish cooperative procedures for the effective enforcement of Food Support, Cash Assistance, Health Care, Child Care Assistance and other welfare statutes, rules, and regulations through the investigation and prosecution of fraud cases; and

WHEREAS, AGENCY has deemed Le Sueur County Sheriff as approved vendor of such services according to the MN Department of Human Services; and

WHEREAS, Le Sueur County Human Services wishes to enter into such an agreement with INVESTIGATOR to purchase front-end fraud investigation services under the Fraud Prevention Investigative Guidelines, hereafter referred to as FPI Guidelines.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. TERMS

The term to the AGREEMENT shall be from January 1, 2023, through December 31, 2023, unless earlier terminated as provided herein. The AGREEMENT shall be automatically renewed for successive one year terms unless either party hereto gives notice of termination or modification as stated herein.

II. TERMINATION

This AGREEMENT may be terminated, in whole or in part, at any time, by either party upon not less than sixty (60) days written notice. Notice to the AGENCY shall be directed to the AGENCY Director. Notice to the INVESTIGATOR shall be delivered to the Le Sueur County Sheriff.

III. SERVICES TO BE FURNISHED BY INVESTIGATOR

The INVESTIGATOR shall designate one individual within the Le Sueur County Sheriff's Office to act as liaison between the INVESTIGATOR and the AGENCY. This designee shall direct the front-end investigation of probable welfare fraud. The INVESTIGATOR will conduct front-end investigations to meet the requirements of the contract between the MN Department of Human Services, and the AGENCY for FPI and ongoing fraud investigations.

The INVESTIGATOR agrees to:

1. Review the Fraud Prevention Referrals to ensure that referral criteria have been met per the FPI Guidelines.
2. Investigate the situation and prepare a written summary of the findings to the AGENCY within a timely manner.
 - a. This includes a file and document review of the documents provided by Human Services.
 - b. Requesting subpoenas or warrants for missing or needed information.
 - c. Conducting interviews with Witnesses, Landlords, Clients, and other people of interest.
3. Utilize Department of Human Services Program Integrity Network (PIN) for monitoring, tracking, and reporting FPI program activities and investigative data.
4. Adhere to FPI Guidelines as prepared by the MN Department of Human Services, United States Laws, Federal Regulations, Minnesota Laws, and County Ordinances.
5. The INVESTIGATOR will gather the information and make the determination of an intentional program violation through the administrative disqualification hearing or criminal/court process.
6. Refer cases with intentional program violations for criminal action or administrative disqualifications based on guidelines established by the AGENCY and INVESTIGATOR.
7. Annually provide training to financial workers of the AGENCY, in fraud detection to assist them in identifying cases that should be referred.
8. Maintain investigative case files as may be required by federal and state regulations.
9. Request payment and reimbursement of approved, documented expenses.
10. Confer Monthly with the AGENCY to maintain open lines of communication.
11. Permit review and audit of the records it maintains in performing the duties under this AGREEMENT, by personnel from the county, state, or federal agencies, or their authorized agents, as may be required by federal and state regulations. These records shall not include access to pending criminal investigation but shall be limited to accounting information supporting the certification of expenses.

IV. OBLIGATION OF THE AGENCY

The AGENCY agrees to

- A. Refer appropriate cases to the INVESTIGATOR as defined in the FPI Guidelines.
- B. Supply the INVESTIGATOR with appropriate information as provide in the FPI Guidelines.
- C. Reimburse the INVESTIGATOR for the provision of front-end investigative services by
 - a. Authorizing monthly payments for personnel and fringe costs as approved the MN Department of Human Services.
 - b. Authorizing reimbursement for all approved expenses as billed monthly by the INVESTIGATOR.
- D. Provide the needed space and furnishing for the INVESTIGATOR to use when working on site.
- E. Provide clarification and direction to the Fraud Prevention Program as the designated agent for the State of Minnesota.
- F. Ensure staff are trained to search out further documentation in questionable cases using paystubs, lease information, insurance policies, etc.
- G. Practice Fraud Prevention by:
 - a. Providing fraud information to applicants at the time of interview both verbally and in writing, in a language that is appropriate.
 - b. Providing examples of what could be considered fraud to help educate applicants in areas that may be of concern.
 - c. Staff will look for inconsistencies in paperwork, and follow up with clients to ensure the information provided is correct prior to making a fraud referral.
 - d. If the staff is not able to get the situation remedied they will make a referral to the fraud investigator.

V. DELIVERY OF SERVICES

Except as otherwise provided in the FPI Guidelines and herein, the INVESTIGATOR shall maintain control over and have autonomy with respect to the methods, times, means, and personnel to be used in furnishing services under this AGREEMENT to the AGENCY.

VI. CONFIDENTIALITY

The parties agree to abide by the provisions of the Minnesota Government Data Practices Act, the rules promulgated thereunder, and all federal privacy laws and regulations in providing all services hereunder.

The information exchanged for the purpose of the AGREEMENT shall be used only in promotion or support of the services provided pursuant to this AGREEMENT. The use or disclosure by any party of information concerning a criminal or front-end investigation, in violation of any rule of confidentiality, or for any purpose not directly connected with the purchase of services identified herein is prohibited.

VII. COST OF SERVICES

The AGENCY shall pay for services furnished to the AGENCY based upon the time tracking records of the assigned staff and the approved budget allowed by AGENCY and MN Department of Human Services. The cost of services provided to the AGENCY by the INVESTIGATOR shall be no greater than allowed for in the grant approved by the MN Department of Human Services. Said cost is based upon a calculation of the actual per-hour expenses incurred by the INVESTIGATOR in the performance of the duties set forth herein.

VIII. DEPARTMENT OF HUMAN SERVICES AS THIRD-PARTY BENEFICIARY

The AGENCY may withhold reimbursement to the INVESTIGATOR if either the AGENCY or the MN Department of Human Services has reasonable grounds to believe that the AGREEMENT of the AGENCY with the INVESTIGATOR has been breached in any material manner or that the INVESTIGATOR is taking or failing to take any action that constitutes anticipatory breach. The INVESTIGATOR acknowledges and agrees that the MN Department of Human Services is a third-party beneficiary and as such is an affected party under this AGREEMENT and as such may recoup payments made to the INVESTIGATOR in the event of breach of this AGREEMENT.

IX. AMENDMENT

This AGREEMENT may be amended at any time when expressed in writing and duly signed by both parties.

X. ENTIRE AGREEMENT

It is understood and agreed that the entire AGREEMENT of the parties is contained herein and that AGREEMENT supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

Le Sueur County Board of Commissioners, Chair

Date

Le Sueur County Human Services Director

Date

Le Sueur County Sheriff

Date

Le Sueur County Administrator

Date

APPROVED AS TO FORM

Le Sueur County Attorney

Date