



DSS Board Members

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Program Integrity Plan

The Program Integrity Unit of Durham County Social Services will receive referrals of possible over issuances from Durham County DSS employees, concerned citizens, State office, and Federal agencies. Referrals will be assigned to investigators based upon current practices in order to equally distribute work. All referrals will be kept confidential as directed by State policy and county procedure.

The Program Integrity Unit will not discriminate on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. All investigations and possible claims will be conducted or established with the upmost integrity and without any allowances for discrimination or bias for any reason.

Food and Nutrition Services and Work First Family Assistance suspected Intentional Program Violation (IPV) claims will be pursued with Administrative Disqualification Hearings only.

Durham County will request the State office to compromise a claim to zero only if all debtors are residing in a Long Term Care Facility and are eligible for Medicaid. The claim will be compromised to a zero balance.

Durham County will hold all eligible debtors responsible for repayment of over issued benefits. This will be in accordance with State and Federal laws and Durham County policy. Debtors who have not repaid their claim, or entered into an acceptable repayment agreement with Durham County, within thirty (30) days of being notified of the debt will be considered delinquent. Delinquent debtors are subject to automatic collections action which includes, but is not limited to: recoupment of future benefits, interception of Federal payments as determined by the US Department of Treasury, interception of North Carolina payments as determined by the NC Department of Revenue, interception of lottery winnings as determined by the North Carolina Education Lottery.

Durham County will negotiate and enter into repayment agreements with debtors using the following guidelines:

1. As each debtor is equally responsible for repayment of the claim, each debtor will have a separate repayment agreement.
2. Repayment agreements may allow cash payments along with any or all automatic collection action.
3. Agency Error overpayments do not require a down payment.

4. Repayment agreements effective before the debtor is certified for TOP do not require a down payment.
5. Repayment agreements effective after the debtor is certified for TOP require a down payment of 5% of the total balance due, or \$100.00; whichever is greater.
6. Certified debtors are not blocked from interception until three weeks after making the down payment.
7. The first payment or down payment is due and payable within 20 days of the date the repayment agreement is signed and accepted.
8. The minimum monthly repayment amount is \$25.00.
9. The full amount of the claim must be repaid within 36 months from the date the repayment agreement is signed and accepted.
10. If a debtor with a repayment agreement does not make payments in the amount, or by the date stated in the repayment agreement, the agreement is null and void and the full amount of the claim is due and payable.
11. No debtor will be allowed to enter into more than two agreements when previous agreements were not paid as written.
12. Any agreement that does not fit each of the applicable rules above can only be accepted by the Program Integrity Supervisor or the Assistant Director for Customer Accountability and Program Development.

This plan is effective 3/1/2013.

Approved by: _____

DSS Director