



INVESTIGATION, REVENUE AND ENFORCEMENT ADMINISTRATION

INFORMATIONAL 2016-09-BFI

INSTRUCTIONS FOR BUREAU OF FRAUD INVESTIGATION SETTLEMENT AGREEMENT FORMS BFI-201 AND BFI-201c

Issued: December 5, 2016	Subtopics: Settlement Agreement and Repayment Agreement with Pending Criminal Investigation
Audience	BFI Investigative Staff.
Purpose	This Informational gives guidelines on how to use and fill out the BFI-201 <i>Settlement Agreement</i> and the BFI-201c <i>Repayment Agreement with Pending Criminal Investigation</i> .
Background	The BFI-201 <i>Settlement Agreement</i> (Attachment A) is the primary form used to document the terms the client agrees to when making a voluntary restitution payment. The BFI-201c <i>Repayment Agreement with Pending Criminal Investigation</i> (Attachment B) is used only when the client is making a voluntary restitution to HRA but is already under investigation by another organization and/or criminal charges are pending.
Process	<p>Use the form when the client admits to improperly receiving benefits and agrees to repay the claim or negotiated claim amounts. The BFI-201 <i>Settlement Agreement</i> is a legally binding document that records the terms of the settlement.</p> <p>When the client agrees to repay the claim amount, go into IRIS and access the BFI-201. Fill in the fields and choose the appropriate drop-downs from the lists.</p> <p>Manually fill out the BFI-201 <i>Settlement Agreement</i>. Use the [Tab] key to jump to the next field. Follow the steps below to make sure you have completed the form entirely and correctly.</p> <ol style="list-style-type: none"> 1) The Header: the default program is Bureau of Fraud Investigation. <ol style="list-style-type: none"> a) You can also right-click the field and highlight Economic Crimes Unit. b) If you change the program area, make sure to change the street and City/State address lines.

- 2) Enter the client's name in the field with the <Client Name> prompt.
- 3) Enter the date in the field with the <MM/DD/YYYY> prompt.
- 4) Check the box to indicate if the client will pay the amount owed In Full (lump sum) or With Installments.
- 5) If With Installments is selected, use the dropdown list to choose Initial Payment Made or No Initial Payment Made.
- 6) Enter the client's name again in the field with the [Client Name] prompt.
- 7) Enter the amount the client owes.
- 8) Use the next two dropdown lists to choose the type of benefits the client is repaying.
 - a. There are four choices on the first list:
 - i. Cash Assistance (CA)
 - ii. Medical Assistance/Family Health Plus (MA/FHP)
 - iii. Supplemental Nutrition Assistance Program (SNAP)
 - iv. Childcare Provider Voucher
 - b. There are two choices on the second list:
 - i. Benefits - Use this with the CA, MA/FHP and SNAP options.
 - ii. Payments - Use this with the Childcare Provider Voucher option.
- 9) Enter the dates of the benefit overpayments that the agreement covers.
- 10) Enter the amount paid, including the day the client signs the agreement.
- 11) Enter the balance not yet paid: The amount owed minus the amount paid (Step 6 amount minus the Step 9 amount).
- 12) Check one of the boxes, depending on whether the client is paying in one lump sum or with installments. This should coincide with step 4 above.
 - a. If the client is paying in a lump sum:
 - i. Enter the date the balance will be paid; and
 - ii. Erase the three fields after the "monthly payments" checkbox.
 - b. If the client is making installment payments:
 - i. Enter the monthly payment amount, the date the first payment is due and, again, the monthly payment amount.
- 13) Choose the appropriate unit for the client to send payments. Most payments should be sent to the Division of Accounts Receivable and Billing (DARB). If the payments are for SNAP-only overpayments, choose Supplemental Nutrition Assistance Program-CR.

After typing in the correct information, print the form. Fill out the bottom of the form with the client and the client's attorney, if appropriate.

A notary public on staff must notarize the form.

BFI-201c

Use the BFI-201c *Repayment Agreement with Pending Criminal Investigation* when the client is under investigation by another agency. All fields are the same as the BFI-201. The BFI-201c has additional language to protect HRA from interfering in the other agency's investigation.

**Limited
English
Proficiency**

If a client is not proficient in English, use a language other than English. The BFI-201 is available in 9 languages other than English: Arabic, Bengali, Haitian-Creole, Korean, Russian, Spanish, Simplified Chinese, Traditional Chinese and Urdu.

**See
2014-24-IREA**

If the client uses a language not available, find out what language is preferred. Make an appointment for the client to return in a month. Notify the IREA Forms Unit that the form needs to be translated into the client's preferred language and the Forms unit will have it translated.

Attachment A: BFI-201 Settlement Agreement
Indicating fields and dropdowns that must be filled, and checkboxes that must be considered

BFI-201 (E) 02/05/2016
Revised 11/09/2016



INVESTIGATION, REVENUE AND ENFORCEMENT ADMINISTRATION
BUREAU OF FRAUD INVESTIGATION
250 Church Street, 3rd Floor
New York, NY 10013

SETTLEMENT AGREEMENT

Between
The New York City Department of Social Services/Human Resources Administration ("HRA")
and

<Client Name>
<MM/DD/YYYY>

Paid : [] In Full (lump sum) [] With Installments (select...)

The New York City Department of Social Services/Human Resources Administration (HRA) and [Client Name] (you) enter into this Agreement to settle HRA's investigation of you subject to the following terms and conditions:

You acknowledge and admit that you owe HRA \$0.00 for Select... Select... incorrectly and improperly received from 1/1/2000 to 1/1/2000. You agree that you will repay this money to HRA under the terms of this Agreement. HRA is required by New York State Social Services Law section 106-b and Title 18 of the New York State Codes, Rules and Regulations, sections 352.31(d) and 387.19 to take action to recover overpayments of benefits. If you fully comply with the terms and conditions of this Agreement, HRA will not refer this specific claim for the stated benefit type and period for an Intentional Program Violation or criminal prosecution.

This Agreement does not cover any other benefits you received from HRA during the same time period. It does not cover any other assistance you received from HRA during another time period, if applicable. This Agreement does not prevent related administrative proceedings, except as defined above, that are started outside the Bureau of Fraud Investigation.

By signing this Agreement, you state that the information you gave to HRA during the investigation and discussions about this case are true and complete, and that you did not withhold material information.

You and HRA both state that you have paid \$0.00 of the claim amount. You agree to pay \$0.00, the rest of what you owe HRA:

- [] In full on or before 1/1/2000 or
[] By making monthly payments of \$0.00 beginning on 1/1/2000. You must continue to make a payment of \$0.00 every month until you repay the total amount owed. The last month's payment may be different, because the remaining amount may be less than the regular payment.

Please pay with a certified check, bank check, cashier's check or money order made out to:

New York City Department of Social Services (see checked box below for mailing address)

- [] Division of Accounts Receivable and Billing
150 Greenwich Street, 34th Fl., New York, NY 10007
929-221-6054 or 929-221-6060
[] SNAP Claims and Recovery
250 Church St, 5th Fl., New York, NY 10013
929-252-2143 or 929-252-2175

HRA may change the address and will send you the new address in writing.

If you are making monthly payments, HRA will send you an invoice every month. Please include your HRA case number, or your invoice number, on your check or money order and include a copy of your invoice so that you can get credit for your payment.

If you do not receive the monthly invoice, contact the appropriate office at the phone number above.

You must make all payments on time. Contact HRA right away, at the number listed above, if you cannot make a payment. If your payment is late, HRA will send you a reminder notice and you must make the missing payment within 15 days. If you do not pay on time, you may lose the option of making monthly payments and have to pay the rest of the money you owe. Even if HRA accepts a late payment for a particular month, you must make all other monthly payments on schedule. HRA may sue you for the owed money if you fail to make the monthly payments on time.

If you have a lawyer, you state that you discussed this Agreement with the lawyer and the lawyer has signed below.

You acknowledge and agree that you fully understand the terms and conditions of the Agreement. You enter into this Agreement and sign below freely and voluntarily.

Any change to this Agreement must be made in writing and signed by both HRA and you, the undersigned.

CLIENT:

Name: _____ Signature: _____
Address: _____ Dated: _____

AUTHORIZED REPRESENTATIVE OF HRA:

Name: _____ Signature: _____
Title: _____ Dated: _____

CLIENT'S ATTORNEY

Name: _____ Signature: _____
Dated: _____

State of New York)

County of New York) SS:

On this _____ day of _____, 20____, before me came _____ personally known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that s/he executed the same.

NOTARY PUBLIC

Attachment B: BFI-201c Repayment Agreement with Pending Criminal Investigation
Indicating fields and dropdowns that must be filled, and checkboxes that must be considered

BFI-201c (E) 11/28/2016



INVESTIGATION, REVENUE AND ENFORCEMENT ADMINISTRATION
BUREAU OF FRAUD INVESTIGATION
250 Church Street, 3rd Floor
New York, NY 10013

REPAYMENT AGREEMENT WITH PENDING CRIMINAL INVESTIGATION

Between
The New York City Department of Social Services/Human Resources Administration ("HRA")
and
<Client Name>
<MM/DD/YYYY>

Paid : [] In Full (lump sum) [] With Installments (select...)

The New York City Department of Social Services/Human Resources Administration (HRA) and [Client Name] (you) enter into this Agreement to settle HRA's investigation of you subject to the following terms and conditions:

You acknowledge and admit that you owe HRA \$0.00 for Select... Select... incorrectly and improperly received from 1/1/2000 to 1/1/2000. You must repay this money per New York State Social Services Law sections 104 and 369.

HRA agrees to accept restitution for the above amount, but you also acknowledge and admit that you decided to repay HRA after the related criminal investigation began and/or criminal charges filed. This Agreement is a receipt for any money you have repaid and agree to repay and does not prevent criminal prosecution or referral for an Intentional Program Violation, if appropriate. The Court or Judge may impose other monetary fines or sanctions.

This Agreement does not cover any other benefits you received from HRA during the same time or any other assistance you received from HRA during another time period, if applicable. This Agreement does not prevent related administrative proceedings.

By signing this Agreement, you state that the information you gave to HRA during the investigation and discussions about this case are true and complete, and that you did not withhold material information. Any material information withheld or used to mislead HRA may be used against you if criminal charges are filed.

You and HRA both state that you have paid \$0.00 of the claim amount. You agree to pay \$0.00, the rest of what you owe HRA:

- [] In full on or before 1/1/2000 or
[] By making monthly payments of \$0.00 beginning on 1/1/2000. You must continue to make a payment of \$0.00 every month until you repay the total amount owed. The last month's payment may be different, because the remaining amount may be less than the regular payment.

Make payment with a certified check, bank check, cashier's check or money order addressed to:

New York City Department of Social Services (see checked box below for mailing address)

- [] Division of Accounts Receivable and Billing 150 Greenwich Street, 34th Fl., New York, NY 10007 929-221-6054 or 929-221-6060
[] SNAP Claims and Recovery 250 Church St, 5th Fl., New York, NY 10013 929-252-2143 or 929-252-2175

HRA may change the address and will send you the new address in writing.

If you are making monthly payments, HRA should send you an invoice every month. Please include a copy of the invoice with your check or money order so that you get credit for your payment.

If you do not receive the monthly invoice, contact the appropriate office at the phone number above.

You must make all payments as scheduled. Contact HRA immediately if you cannot make a payment. If you are late, HRA will send you a reminder notice and you must make the missing payment within 15 days. You may lose the option of making monthly payments and have to pay the rest of the money you owe. Even if HRA accepts a late payment for a particular month, you must make all other monthly payments on schedule. HRA may sue you for the owed money if you fail to make the monthly payments on time.

If you have an attorney, you state that you discussed this Agreement with the attorney and the attorney has signed below.

You acknowledge and agree that you fully understand the terms and conditions of the Agreement. You enter into this Agreement and sign below freely and voluntarily.

Any change to this Agreement must be made in writing and signed by both HRA and you, the undersigned.

CLIENT:

Name: _____ Signature: _____
Address: _____ Dated: _____

AUTHORIZED REPRESENTATIVE OF HRA:

Name: _____ Signature: _____
Title: _____ Dated: _____

CLIENT'S ATTORNEY

Name: _____ Signature: _____
Dated: _____

State of New York)
) SS:
County of New York)

On this _____ day of _____, 20____, before me came _____ personally known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that s/he executed the same.

NOTARY PUBLIC _____