

STATE OF NORTH CAROLINA
COUNTY OF _____

STATE OF NORTH CAROLINA
V.

DEFENDANT

IN THE GENERAL COURT OF JUSTICE
DISTRICT/SUPERIOR COURT DIVISION
_____CR_____

**FOOD STAMP PROGRAM
DISQUALIFICATION
CONSENT AGREEMENT**

FOOD AND NUTRITION SERVICES OVERISSUANCE

The Defendant in this case is _____. The Defendant understands that he/she has been charged with the criminal offense(s) of knowingly obtaining Food and Nutrition Services in the amount of \$_____ from _____ to _____ by means of making a false statement, false representation, impersonation or by failing to disclose material facts, in violation of G.S. 108A-53. Each of these offenses is a Class 1 misdemeanor () or a Class I felony (). The defendant further understands that this is an Intentional Food and Nutrition Services Violation, as defined in 7 U.S. Code 2015(b) and 7 C.F.R 273.16(c).

STIPULATION OF FACTS

The Defendant stipulates to the following facts in connection with the charges against him/her:

JOINT RECOMMENDATION TO DEFER PROSECUTION

The Defendant joins with the State in requesting the Court to approve this agreement to defer prosecution and place the Defendant on probation as set out herein. The Defendant understands that this agreement will become an Order of the Court in this case. If the Defendant fails to make payments as agreed herein, the State may initiate Criminal Prosecution for Fraud.

DEFENDANT AGREES TO MANDATORY REPAYMENT OF OVER-ISSUANCE

The Defendant:

- (1) understands the nature of the evidence against him/her:
- (2) admits that he/she received one or more overpayments:
- (3) knowingly and voluntarily executes this Consent Agreement: and
- (4) agrees to repay the _____ County Department of Social Services the total amount of \$ _____.

DEFENDANT AGREES TO MANDATORY DISQUALIFICATION FROM FOOD AND NUTRITIONS SERVICES

The Defendant understands that consenting to disqualification results in disqualification from the Food and Nutrition Services. "Disqualification" means that only the Defendant cannot get Food and Nutrition Services for himself/herself for a certain period of time. The rest of the Defendant's household may continue to receive Food and Nutrition Services, if eligible under the regulations for Food and Nutrition Services. However, the Defendant's income and resources will be considered in determining the remaining household members' eligibility. The length of disqualification depends on how many times the Defendant has previously been found Guilty of an Intentional Program Violation. The disqualification periods are for 12 months for the first offense, 24 months for the second offense and permanently for the third offense. Defendant also understands that disqualification occurs, under the terms of this Agreement, even though the Defendant was not found Guilty of Civil or Criminal misrepresentation or fraud. If the court finds that the Defendant traded Food and Nutrition Services for illegal drugs, the disqualification is permanent for the first violation. If a court finds that the Defendant traded Food and Nutrition Services for guns, ammunition, or explosives, the disqualification is permanent for the first violation. The disqualification is 10 years if the Defendant made a fraudulent statement or representation with respect to his/her identity or place of residence in order to receive multiple benefits under the Food and Nutrition Services. (Dual Participation).

LENGTH OF DISQUALIFICATION FROM THE FOOD AND NUTRITION SERVICES

Defendant understands that approval by the Court of this Consent Agreement will cause the Defendant to be disqualified from Food and Nutrition Services for _____ months or permanently. The disqualification will begin within 45 days of the execution of this order.

DISQUALIFICATION MEANS FEWER BENEFITS FOR THE HOUSEHOLD

The Defendant further understands that his/her household will receive less Food and Nutrition Services during the period of disqualification. The Defendant understands that he/she is legally obligated to repay the over-issuance(s). The Defendant understands that the adult members of his/her household will be required to repay the over-issuance(s) if he/she does not fully repay the over-issuance(s).

REPAYMENT OF THE FOOD AND NUTRITION SERVICES OVER-ISSUANCE

The Defendant agrees to repay Food AND Nutrition Services over-issuance in the following manner:

- A. The Defendant shall make a down payment of \$_____, and payments at the rate of \$_____ per month, beginning on _____ and by the _____ of each month thereafter until the entire amount of \$_____ is paid in full. All installments shall become due and payable at the option of the holder, if any payment is not paid when due. The Defendant understands that if the above Food and Nutrition Services Repayment Agreement is not honored, the participating household's allotment of Food and Nutrition Services will be reduced at the rate set out in Paragraph B below to recover the over-issuance. Defendant shall make payments to the _____ County Clerk of Court, _____, North Carolina.

B. Allotment Reduction. The monthly allotment of Food and Nutrition Services to Defendant's household will be reduced by 20% of the household's monthly entitlement or \$20.00, whichever is greater, beginning on _____. If the Defendant or his/her household stops receiving Food and Nutrition Services, monthly cash payments in the same amount will be required. Defendant shall make payments at the _____ County Clerk of Court, _____, NC.

CONSEQUENCES OF DEFENDANTS FAILURE TO COMPLY

- A. If the Defendant satisfactorily complies with the terms of this agreement and conditions of probation specified above, then upon the expiration of the period of probation, Defendant will be immune from prosecution of the charges deferred.
- B. If the Defendant fails to satisfactorily comply with any of the terms of this agreement or conditions of probation specified above, the case will be placed on the Court calendar for trial after 7 days notice to the Defendant or his/her attorney, and the Defendant remains under the existing Release Order to appear at the time.

ACKNOWLEDGMENT AND SIGNATURE: All the undersigned parties acknowledge receipt of a copy of this executed Consent Agreement.

This _____ day of _____, 20____.

Defendant

Deputy/Assistant District Attorney

Attorney for Defendant

DSS Representative

Sworn and subscribed to before me
This ____ day of _____, 20____

Deputy/Assistant Clerk of Court

District/Superior Court Judge