431.0 Reimbursement for Lump-Sum Disbursements

431.1 Policy Approval Clearance Record

___ Mental Health Policy ___ Developmental Services Policy _x_ Rural Services Policy	This policy supersedes: NA	Number of pages in Policy: 10
Review by Representative from the Office of the Attorney General:	Date: n/a	Date Policy Effective: 5/4/11
Rural Services Director Approval Signature: *Barbara Legier*	Date: 5/4/11	Policy Leads: Eric Skansgaard, Kendall Howard

431.2 Statement of Purpose

431.2.1 **Policy Statement:** Recipients are required to repay state funds when they receive lump sum disbursements or reimbursements from any non-state funding source. All persons receiving supports will be advised of this policy at intake. Psychiatric Case Worker / Developmental Specialist III/ Residential Support Specialists will monitor.

431.2.2 **Purpose:** To outline the procedure to be utilized when an individual receiving services from MHDS receives lump sum payments from non-state funding sources.

431.3 Authority

Department of Administration, Division of Internal Audits, Audit Report on the Department of Health and Human Services, Division of Mental Health and Developmental Services, Residential Supports dated June, 2010 – Page 11.

431.4 Definitions

431.4.1 **Rural Services:** Rural Services includes both the Mental Health Services and Developmental Services at the Division of Mental Health and Developmental Services Division (MHDS).

431.5 Procedures

431.5.1

A. Prior to obtaining signature on any contract for support services, Residential Support Specialists, Developmental Specialist IIIs, and Psychiatric Caseworker staff will review the Rights and Responsibilities agreement with each applicant for support services. Individuals have the right to be fully informed prior to the contract agreement that MHDS will monitor lump sum payments to the individual and obtain reimbursement for state-funded services.

B. When individuals receiving services from the Division of MHDS receive lump sum payments from non-state funding sources, this money will be utilized towards their cost of care. This includes the repayment of monies given to them by MHDS that had been used to pay for their cost of care, to include rent, food, utilities, and other items contracted and paid for by the Division of MHDS.

C. Repayment of funds to the Division of MHDS for an individual's cost of care will be the first priority. It is expected this repayment will be completed prior to the individual utilizing these funds for other services or items.

D. Provider Case Managers, and Psychiatric Case Worker II and Developmental Specialist III will incorporate monitoring of lump sum disbursements into routine periodic reviews (e.g., quarterly reviews). Case Manager / Service Coordinator/ and individuals serving as Representative payee will notify the person supported and the Agency fiscal department within three working days upon learning of any actual or pending lump sum disbursement.

E. Agency Fiscal Department staff will notify the recipient and/or the individual's representative in writing of the amount and details of the repayment for the state funded services provided. This notification will be provided in a standardized notification signed by the Administrative Services Officer.

F. Each center will adopt procedures to implement the provision of this policy.

431.5.2 Timelines:

Table 431.1: Timelines for Reimbursement for Lump Sum Distributions Policy

Requirement	Deadline	Starting Date	Responsible Party	Actions to be Taken
431.5.1 A	Prior to obtaining contract signature	Procedure for Informed consent or Step 6 of Residential manual.	DS-III, Psychiatric Caseworker, Residential Support Specialist	Review Rights and responsibilities agreement and obtain signature indicating person's acknowledgement
431.5.1.C	Prior to utilization of lump sum funds for other services or items	Lump sum distribution date	DS-III, Psychiatric Caseworker, Residential Support Specialist, Business office staff	Ensure repayment of funds from lump sum takes priority.
431.5.1.D	3 Business Days	Upon learning of actual or pending lump sum distribution	DS-III, Psychiatric Caseworker, Residential Support Specialist	Notify person and business office staff of pending lump sum and contract obligations.

431.5.3 Supervisory Responsibility: Supervisors will provide in-service training to ensure all staff understands the requirements of this policy and procedures and will revisit this policy periodically, but no less than annually for recommendations for improvement or additions.

431.6 Rural Services Responsibilities

431.6.1 Participants in Policy Development

Kendall Howard, ASO, Carson City

Eric Skansgaard, CPM-II, Carson City

Laura Valentine, CPP-I Carson City

431.7 Policy Cross Reference

431.7.1 **RS 1400** Residential Services and Supports

431.7.2 **RS 428** Purchases and Payments

431.8 Attachments

431.8.1 **RS 431A – Form Letter to recipient or representative detailing repayment**

431.8.2 **RS 431B – Rights and Responsibilities Agreement**

431.8.3 **RS 431C – Developmental Services SLA Responsibilities Agreement**

Attachment A

Form Letter to recipient or representative detailing repayment

STATE OF NEVADA
DEPARTMENT OF HUMAN RESOURCES
DIVISION OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES
RURAL SERVICES
1665 Old Hot Springs Road, Suite 157
Carson City, Nevada 89706
Phone (775) 687-5162 • Fax (775) 684-5745

BRIAN SANDOVAL
Governor

HAROLD COOK
Administrator

MICHAEL J. WILLDEN
Director

JANE GRUNER
Deputy Administrator

Name
Street
City, State, Zip

Name:

Rural Services has been notified that you have received a lump sum payment in the amount of $___ from _____. Please be advised that according to Agency Policy #431 – Reimbursement for Lump-Sum Disbursements, you are required to-reimburse Rural Services for the state funded services provided. This amount due is $____.

Attached you will find a listing of services provided to you by month. Please do not hesitate to contact your Psychiatric Case Worker or Developmental Specialist if you have any questions or concerns regarding this issue.

Payment must be received within 30 calendar days of receipt of this letter. Please make your check payable to the State Treasurer's Office and mail to:

Attention: Rural Services Accounts Receivable
1665 Old Hot Springs Road, Suite #157
Carson City, Nevada 89706

Thank you for your attention to this matter.

Sincerely,

Name of ASO
Administrative Services Officer III

Attachment B

Rural Clinics provides residential supports through either state or federal funds, or a combination of both state and federal funds. Regardless of the funding source, you have choice in where you live so long as the housing unit meets "reasonable rent" guidelines and the housing unit meets housing quality guidelines. In addition to residential assistance, Rural Clinics can provide additional state monies that may include, but may not be limited to food, phone service, travel, etc. Along with residential supports, your local mental health center can provide you with individualized services/treatment for your unique needs/problems. In order to receive residential supports, you, as eligible participant, must be made aware of your rights and responsibilities that are specific to funding requirements within this program and may differ between state and federally funded assistance.

Staff should notify you of what funds you are going to receive, including some of the particular regulations and rights/responsibilities as follows:

- If you are receiving state-funded assistance, which are more restrictive than federal guidelines, your rights and responsibilities are listed on the back of the Supported Living Arrangements (SLA) Service Agreement and are contingent upon your working towards the goals listed in your individualized treatment plan.
    - State-funded assistance may be provided on an emergency basis (1-time or up to 90 days), transitional (up to 2 years), or may rarely be used to provide assistance on a permanent basis (more than 2 years)
    - State funds are not designed to be permanent housing funds but are designed to assist persons as they apply for mainstream resources and become self-sufficient (2-year maximum unless persons are in need of contracted rehabilitation services). Thus, persons are required to repay the state for some (or all) of the funds that have been provided until you receive other types of assistance. If you receive a "lump sum" payment from Social Security, you will be required to pay from 0-100% of your funds back to the state (repayment will be based upon expenses and other need factors once you receive notification so please work with your Service Coordinator).
        - **Please initial here indicating that you understand this requirement: _____**

- If you are receiving federal tenant-based rental assistance, then authority over assistance and continuing subsidy provided to you is the Department of Housing and Urban Development (HUD). Under this federal assistance, you have other rights and responsibilities, which also apply to state-funded assistance, are as follows:

YOU HAVE THE FOLLOWING RIGHTS:

- <u>Involving your Apartment</u>
    - Live in decent, safe, and sanitary housing that is free from environmental hazards such as lead-based paint hazards (housing built before 1978)
    - Have repairs performed in a timely manner, upon request, and to have a quality maintenance program run by management
    - Be given reasonable notice of any non-emergency inspection or other entry into your apartment
    - Have agency staff provide prompt payment of expenses noted on contract as their responsibility
- <u>Involving Resident Organizations</u>
    - Organize with other residents without obstruction, harassment, or retaliation from property owners or management
    - Post materials in common areas

- Use appropriate common space or meeting facilities to organize with others

- Involving Nondiscrimination
  - Equal and fair treatment and use of your building's services and facilities
  - Be treated with dignity by staff
- Other rights
  - Prompt consideration to all valid complaints
  - Appeal termination of services/supports
  - Work with mental health staff (and possibly others) to work toward recovery goals

YOU HAVE THE FOLLOWING RESPONSIBILITIES:

- Involving your Apartment
  - Sign and comply with the rules and guidelines that govern your lease, including violating the lease agreement
    - Including notifying both landlord and staff when there are changes to your lease – e.g., other people move into, or move out of, the apartment
  - Honor all conditions set forth in the lease and pay the correct amount of rent on a timely basis each month (if applicable as stated on your SLA agreement)
  - Care for and avoid damaging the unit and common areas and use any facilities in an appropriate manner – or pay applicable repair fees
  - Provide accurate information to the owner/landlord and consenting to the release of information by/to other service providers
  - Report changes in you &/or your family's income (within 10 days of my notification)
- Involving other Residents
  - Respect the personal rights and property of other tenants
  - Conduct yourself in a manner that will not disturb neighbors
  - Keep your unit clean and not littering the grounds or common areas
  - Dispose of garbage and waste in a proper manner
  - Comply with local codes that affect the health or safety of the residence
  - Maintain your apartment & common areas in same condition as when you moved in
  - Report any apparent environmental hazards to the management (e.g., peeling paint, broken fixtures, odd smells, etc.)
- Other responsibilities
  - Complete all necessary enrollment paperwork
  - Notify Service Coordinator and landlord when there are changes – change in household size (e.g., pregnancy, divorce, children removed, someone moves in or out, etc.)
  - Not engage in any type of criminal activity
  - Pay all expenses on a timely basis each month as indicated on the SLA agreement (if applicable) – this might change if someone moves into the unit with you
  - Abide by any conditions noted on SLA contract (if applicable) and on treatment/service plan
  - Have agency staff come to your apartment, with reasonable notice provided, to discuss with you/the landlord any agency-related business and complaints/concerns
  - Initially report all income & resources and then report any changes over $25 within 10 days of being notified of the income change (notify Service Coordinator)
  - Not to threaten (or harm, which in unlawful) any state staff or other service provider

Attachment B

Residential supports may be terminated immediately for failure to follow apartment rules/guidelines, conduct illegal activities, and/or not meeting stated responsibilities as indicated above.

If termination proceedings are activated, you will be notified 30-days prior to termination of residential funding. Termination may include ending some services while maintaining others or may include ending all residential funding.

You have a right to appeal such termination of services and must do so within 15 days of the termination letter. Your appeal must be sent to RC Administration clearly stating the problem and remedy being sought. The address is:

Rural Clinics Administration
1665 Old Hot Springs Road #157
Carson City NV 89706

The RS Administration will conduct a thorough review of your appeal, including interviews with you and mental health staff and provide you with a written objective decision about the status of your appeal no later than 15 days from receiving your appeal. The decision of your appeal is final; however, once terminated, you may be eligible for enrollment in services at some later date.

I hereby agree with the rights and responsibilities as noted in this document.

_____ _____
Signature of Residential Supports Recipient Date

_____ _____
Signature of RS Service Coordinator Date

If you receive federal funds, the Northern Nevada Homeless Management Information System (NNHMIS) is a shared homeless and housing database for tracking of personal demographic data of those persons receiving federal assistance by allowing agencies to share client information needed for service delivery and track demographic trends and service patterns. The NNHMIS operates over the Internet and uses many security protections to help ensure confidentiality. By signing below, you understanding that all information gathered is private and that you do not have to participate in the NNHMIS in order to access services. The only information that is entered into the database is what is included on your Application for Residential Supports form and this release allows for the sharing of this information. Unless you make a formal request that you no longer want to participate in the NNHMIS, this release may be in effect for 6 years from today.

_____ _____
Signature of Residential Supports Recipient Date

_____ _____
Signature of Rural Services Service Coordinator Date

RURAL SERVICES – DEVELOPMENTAL SERVICES
SLA RESPONSIBILITIES AGREEMENT

Attachment C

In addition to the *Conditions of Agreement* on the back of the SLA service contract, the individual, provider, and Developmental Specialist will make the following agreement. This agreement is to be drawn up upon initiation of SLA services and when there is a change in provider. The agreement will be reviewed and updated annually.

I PERSON RECEIVING SLA SERVICES

As a person receiving services from Rural Regional Center, I understand that I have responsibilities while participating in the Supported Living Program. I agree to the following responsibilities to the best extent of my abilities:

1. I will work and earn wages to support my share of my living expenses.
2. I will abide by the terms of my rental lease.
3. I will not engage in any illegal or dangerous behaviors.
4. I will notify my Developmental Specialist if I decide to make a change in my living situation (e.g., roommate, moving to a new apartment or moving back home).
5. I will pay my bills on time. I will contribute any money I earn or receive towards the cost of my room and board expenses.
6. Home expenses will be shared equally among all the people who are living in my home.
7. I will meet with my Developmental Specialist for service reviews.
8. I will follow my Individual Support Plan (ISP).
9. I will meet with my support staff at designated times.
10. I will respect the rights of others.

I understand that SLA services are not a right. If I choose to not follow through with the above responsibilities, SLA services may no longer be an option for me and action will be taken through IDT recommendations.

II PROVIDER OF SLA SERVICES

As a provider of Supported Living Services, this agency understands that it has certain responsibilities to the person receiving those services. I agree to the following responsibilities:

1. I will inform the DS III of all needed information (e.g., change in financial or living situation, health, behavior, employment, SLA staff, etc.
2. I will report all incidents to Rural Services within 24 hours.
3. I will not take the person to my home or give out my home phone number. I will provide an emergency phone number where I or a designated provider staff can be reached by the person receiving SLA services;
4. If this agency is the representative payee, I will ensure that there is no interruption in the person's benefits (e.g., SSI, Medicaid, Section 8, stamps, and so forth).

5. I will keep scheduled appointments.
6. If I am unavailable, I will appoint a substitute.
7. I will return messages as quickly as possible.
8. I will participate in person-centered planning activities as requested.
9. I will adhere to all the Individual Support Team recommendations.
10. I will adhere to Rural Services and MHDS policy.
11. I will adhere to Waiver regulations.
12. I will maintain a professional relationship with the person receiving services and the rest of the support team.
13. I will respect the rights of others.

III RURAL SERVICES DS III

As a Developmental Specialist, I understand that I have responsibilities to the person receiving SLA services. I agree to the following responsibilities:

1. I will assist the SLA consumer to develop their person-centered plan.
2. I will keep scheduled appointments.
3. I will return calls as quickly as possible.
4. I will assist in adhering to the decisions of the Individual Support Team.
5. I will assure that services and supports are in accordance with the person-centered plan.
6. I will assess the person's satisfaction with services and provide assistance to resolve conflicts and concerns.
7. I will maintain a professional relationship with the person and other members of the support team.
8. I will respect the rights of others.

SLA Participant	Date	Guardian (If applicable)	Date
Provider Representative	Date	Developmental Specialist	Date