

Specialized Service Provider Standards

NAC 5

Notice of Costs to the Participant – This policy will be shared with any participants and their guardians who choose Madonna as their provider of day services; it shall be provided in writing by Program Coordinators prior to Madonna initiating service. Madonna will not charge for services or items covered through other funding sources regardless, including items necessary for habilitation and related transportation.

If a cost for events or items arises, the participant and the participant's legal representative will be given written notice at least two weeks prior to the cost being due. An invoice will come in the month following notification of an expense.

Share of cost – Some participants served by Madonna have a monthly share of cost in order to maintain their Medicaid eligibility. The share of cost amount is determined by the state and is deducted from Madonna's service payments. In turn, Madonna's Finance Office will bill the participant or the guardian the share of cost amount. The share of cost is considered a collectible debt, and payment is expected within two weeks of the billing.

Damaged or missing property – Under the guidance of the Director of Adult Services, Madonna staff will evaluate on a case-by-case basis who is responsible for replacement or compensation when a participant's personal items are damaged or missing. When applicable, the ISP team will evaluate whether it is appropriate for a participant to make restitution. An ISP Addendum will serve as the documentation of consent by the participant and/or the participant's legal representative for the restitution.

Participant's' Personal Funds and Property – Madonna supports participants to be responsible for the management of their own personal funds and property, to the greatest extent possible individually as ascertained by the ISP team. The ISP team will determine and document the extent the participant can participate in management of their resources, the participant's informed choice, and the rationale for any provider support, including any temporary transfer of control. Madonna is also committed to ongoing training for participants to acquire ever greater skills in managing individual personal funds and property.

Madonna does not use participant's personal funds and property for reward or punishment, nor to purchase provider services or inventory, nor allow staff to use them for their personal use, nor assess them as payment for damages or restitution unless approved by the ISP team.

Madonna Employment Services Program

Misuse of a participant's funds or property includes use of funds or property not in the interest of the participant, theft, fraud, embezzlement, expenditures for staff benefit or for goods and services not appropriate to the participant, "borrowing" a participant's funds or property, or failure to keep adequate records. Consequences are as follows:

- The staff member's supervisor shall investigate any suspected abuse of funds.
- A suspected staff member may be relieved of duty during the investigation.
- Alleged infractions shall, if need be, be reported to appropriate legal authorities; staff who commit theft will be subject to criminal prosecution and could be liable for a civil action.
- Misuse of funds or property shall result in disciplinary action; thefts of funds or property if proven shall always result in dismissal.
- A participant's funds shall be reimbursed: the perpetrator will be required to repay the amount; court action to recover the funds will be initiated; if recovery proves to be impossible, Madonna will reimburse the participant for the amount taken.
- If a participant's funds are abused by someone other than staff, the case will be taken to the appropriate legal authorities.

Transfer of Control of a Participant's Financial Resources – Madonna Adult Services is not involved in controlling the financial resources of participants we serve. If a participant has some of his or her financial resources on his or her person, Madonna staff may, with the informed choice of the participant, assist the participant as needed and in accord with the participant's ISP to use the funds appropriately. Any role in assisting a participant with funds will be temporary. Madonna staff will not use a participant's resources without the participant's choice, for the staff's own convenience, as a substitute for habilitation, to transfer the funds to another entity, or as a charge for a service.

Provider Management of Participant's Finances – Madonna does not take on provider management of a participant's finances.

I hereby acknowledge I have reviewed and received the above policy for Notice of Costs:

Participant Signature

Date

Legal Guardian Signature

Date