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DEC 0 5 2013

BEFORE THE STATE CLAIMS COMMISSION Of the State of Arkansas

RECEIVED

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Sherri Crimmins				
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VS.			Amount of Claims 61,	334.04
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06/01/13 Page 1 0f 7

To Whom It May Concern:

This is a letter dealing with a Medicaid ACS Waiver, direct care worker, Sherri Črimmins, not getting paid since October26th 2012 to today's date of May 31st 2013, under DDS ACS Medicaid Waiver Services for a client that is referred to in this letter, Timothy Lee Green, under the Provider, My House Inc.

Let's start at the beginning. A client, with Gail King, Client's aunt, chose a Provider and Case Management all under one agency, My House Inc. Kathy Hall, the Executive Director and her daughter, Melanie Koone McCarty as the case manager. The client was released under the 911 act from the Arkansas State Hospital with a 911 court monitor in place and court ordered to be released to the care of My House Inc. due to his mental retardation diagnosis. This took place January 8th of 2010. Because of behaviors and actions directed at other clients at My House Inc group home, May 11th 2010, this client ended up spending 6 days in jail. Upon release, I was called to come and get him at the probation office, while there, the officer, Kellie Brock needed an address where client will be living, since he cannot go back to the group home because of no contact order, he has to live elsewhere. I told Kellie, the client could stay at my home, I called Kathy Hall and she told me no, it has been arranged for the client to stay in a hotel until an apartment was located. Kellie Brock, the probation officer said that would not work, we need an address not a hotel, well Kathy Hall talked Kellie Brock in to the hotel for client saying it is temporary until he moves to an apartment. The client and I ended up staying in this hotel for 21 days! This also included having to eat out for the client and staff every day 3 times a day. According to Kathy Hall, this totaled \$5,000.00, that she says she got approved by Charlie Green. Now I have my doubts about this because I cannot imagine using the Medicaid dollars in this fashion. 3 days of approval, maybe, not 21 days! June 6th finally, we are moving out to an apartment we chose from the only two choices that were given and both places were under the same owner, Shane Hobbs. \$625.00 a month, plus water sewer and trash, \$653.00, then this client on a disability check has to get lights, tv, deposits, and pay his fines and fees! As a direct care worker, I paid his cable for 9 months because the client sure couldn't. Then, I had the bill for cable transferred, because I didn't feel it was my responsibility to pay it! The client had no furniture and was given an air mattress to sleep on, Tim drug it from his bedroom to living room every day, because that is all he had to sit on to relax too. I kept being told, oh any time they should be getting money to get furnishings for his apartment, well after 3 months of hearing this, I said enough is enough and I went and got Tim a bed and dresser so he could sleep good and put his underwear up off the floor! It wasn't until the end of November, when Tim was able to get a couch, ottoman and a table, back in June, I brought kitchen stuff from my own home to half way set Tim up to livel, As time went on, I found out that My House Inc hadn't paid the fines and fees for 5 months on the client in their court ordered care, this was June through Oct of 2010 fines and fees were not paid. This made it so I had to take the client to probation every morning by 8 a.m. to sign the book until the fees were current! I took charge of this now and got him paid up and then paid off early! As we move through the months, I got a text from the "Case Manager" Melanie Koone McCarty on 1/3/2012 at 3:37 p.m. asking me to make an appointment for my client to have his psychological done. Now, I found out months later, this was due December 18th 2011 for the client to still be in services, but I did not know this at the time and he was

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not scheduled until Feb 29th 2012. Het Melanie know this and she says to me, she needs it sooner, so I called and had it re-scheduled for, Jan 28th 2012 and let the Case Manager know. Melanie did not say anything about it needing to be sooner this time. I took Client to this appointment and he scored a 77 with low adaptive behaviors. I found out in October 2012, that Feb 13th 2012, DDS had contacted Kathy Hall about Tim being dis-qualified for services. This has all been hush hush with Kathy and she never contacted Tim's aunt or me to let us know anything about this! As we move on now, to the month of July. Kathy Hall tells me on July 31st 2012, she needs me to write a letter on Client's behalf to fight for his appeal, Kathy states she is contacting Cecily Rye, Client's 911 court monitor, and Gail King, Client's aunt, asking them to write letters in regards to this appeal and how client needs these services. I typed the letter and turned it in to Kathy, August 1st 2012. Kathy does not bother getting in contact with Cecily, the

monitor until Aug 8th, August 9th 2012, Cecily has letter to Kathy Hall. Kathy Hall never contacts Gail, nor do I know this at the time. I was always told that she talks to the families and guardians, not for me to do so that everyone is on the same page! On August 28th 2012 at approx 5:45 p.m. I get this call from Gail King, client's aunt asking me what the heck is going on, that she is in New York seeing her daughter and she just happened to be going through her mail, she had sent to New York, and there is a letter saying something about Client's case being stamped closed August 31st 2012!?!?!? I said, "Has Kathy Hall not called and talked to you?" She said NO! Gail states she never calls and doesn't return calls! I proceeded to tell her that Kathy said she was calling her to have her write a letter in regards to this and the appeals! Gail was asking what appeals??!?! Oh My Gōšh! I proceeded to tell her what I know which was not much; this is not what I do nor have I been able to read the file of correspondences! I told Gail I would keep client home tomorrow and I will have him write a letter stating he wants a hearing and I will fax it wherever it needs to go along with the letter I have of mine and a copy of the letter I have of Kathy's, that she did not send in. I faxed this stuff in to Shelley Lee which stopped the closure, but of course, letters are not what they needed, they needed qualifying evidence for the client. I did not find this out until much later, when I finally got to see copies of the letters from DDS in November 2012, but, with an ounce sense, I figured it out on my own, we needed second third fourth opinions. I was on the phone immediately talking to several psychiatrists trying to schedule different tests for this young man. I have worked with him since he came in 2010 and I knew for a fact this was not a success story of him getting healed from the diagnosis of MR. This is not the flu and he got better. I ran myself ragged. I got him scheduled with a psychiatrist, Kim Dielman in Conway and the client also went back to have the 1st psychiatrist to take a different test. Sam Boyd is the psychiatrist name. Sam told Gail King and I that he had talked with Kathy Hall about the 1st test he had given the client and why he did not feel it was a valid test, he says that Kathy said she didn't feel it would be a problem, well, I feel the reason Kathy did not do anything about it is, she was so late on getting the client tested, she had no choice but to send in whatever she had to be able to bill for the client! She is late on most all of her plans and paperwork! Where or who is the governing authority on this to watch out for the well fair of these clients to see to it they don't fall through this system because of an agency's negligence? I noticed on this client's paperwork, Kathy Hall used the excuse, due to the Holidays, waiting on a doctor to sign off on plan. I feel That is not so, I did not get the text from the client's case manager, for the psychological until 17 days

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PAST the Due Date! The test was done, 42 days past the due date! The Provider and Case Manager were the only ones aware of the due dates and had the responsibility to meet deadlines! Gail King and I about killed ourselves making and going to appointments, making copies of paper work and fighting for the life of this young man. Gail and I handled ALL the appeals processes starting back to August 28th 2012 when we first found out and it wasn't by the Provider we found this out, it was by chance through the mail Gail Thank God received in just the nick of time.

October 19th 2012, Gail King came to Conway to be present for the 2nd opinion psychological I set up. Gail and I first went to the My House Inc office to talk with Kathy Hall about the appeals for client. While we were there, it was brought up about the binder Gail has kept records in from birth on up on this client. Kathy said, to do the appeals, she needed the binder, I have had this binder in my possession for about a year and a half. I have read it to know client's past better. This binder of records was mentioned by Gail at the State Hospital when Kathy, Ginger, Gail, Melanie and I, along with others from the hospital, were present. Nobody asked to read the binder. Gail offered it to me, when I became the direct care one on one caregiver with Tim, and I was grateful for it. At this meeting Kathy asked for the binder so she could make copies, Gail expressed she did not want it out of our possession. I offered right then and there that I would take it and get it copied and it would not be out of my sight. Kathy said oh she could take it in just a bit and have it copied and bring it back. Gail reluctantly agreed.

October 24th 2012. Gail called me asking if Kathy has given me the binder, I said no, I have not seen it since Kathy took possession, I sent Kathy a text that I needed to pick up the client's binder today at 1 p.m at the office. Gail talked to Kathy and found out she dropped off the binder at Staples and she would have to go get it! At that point, Gail said, "WHAT!?!?!! Gail proceeded to tell Kathy how un professional that was and that was against HIPPA to "leave" Tim's private medical, and court history in the hands of strangers, especially since it was just discussed and let known a few days earlier, Gail was

NOT comfortable with the binder in anyone's hands but ours! After this call, Kathy sends me a text 10/24/12 @ 12:40 p.pm saying: "I have messed up so BAD!! R u where u?" That is exactly how text was sent. By the way, I STILL have theses texts on my phone of everything I am saying and also took pictures of them on my lpad for back- up in case lost on my phone.

November 6th 2012, Kathy Hall has me come to her office; she tells me October 26th was the last day I would get paid for Tim that Medicaid shut his PA down. I don't know why she is telling me 10 days past the last day of pay, but that is how she operates, late on everything!. I said, "Well, if we win the appeal, do I get reimbursed for the back pay?" She said, "oh yea Yea". I said okay! I went on about my business of saving this man's life because the solution to some was "he can go back to where he came from!" My response was, "Over my dead body!" The client didn't do anything wrong! During the next few months, Kathy would sporadically ask me if I heard anything yet on Tim's appeal. I would up-date Kathy as she asked of what I knew. Kathy still never calls Gail to ask anything nor has the case manager throughout this whole mess! Gail has mentioned it to me several times how Kathy or Melanie never calls her. Well, my opinion on it is, they dropped the ball on this client and they know it and don't want to own up to it or face it!

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We have received several grants of extensions for the hearing due to not enough time for the medical community to fit appointments in, it would have been nice to have known this Feb 13th 2012, but that information was not shared to do anything about it.

Gail had requested copies of all my direct care notes on the client from Kathy Hall. It took 4 months and all I was able to get was the past one year notes! I also gave Gail the case management notes that Kathy gave me to give to Gail, whom the client himself says he never saw except his once a year IPP meetings. Client NEVER came home and told me Melanie came to see him at work and I know for a fact, she never came to his home, but client did tell me when DDS, Kimberly Green, came to see him or Cecily the monitor. Client says he told DDS Kimberly Green he never sees Melanie except once a year at his meeting at the office which is for the plan to be written for the next year.

December 6th 2012 I received a text and picture from Kathy Hall of a Medicaid form @ 2:04 p.m. It was a picture of the Medicaid form sent to the address of the Provider about Tim's Medicaid being closed on 01/02/2013. Kathy's text included a picture of the form and then she was wandering if (we) needed to fill this out. I told her yes we needed to fill it out and send back, Kathy filled out the part Kathy had the answers to and then I passed it on to Gail and she did the rest! So, as the Provider, Kathy Hall filled out her part!

I have some of Kathy's texts asking throughout this appeals process how things were going and what was new about Tim! I answered these questions up until May 8th 2013 when I sent Kathy a text saying she must ask Gail King about Tim, not me, Gail is the POA. I DID NOT tell her I could not be asked questions about Tim, until May 8th 2013 when things transpired with an incident at Work Force where Kathy and Melanie and Ginger were present having Tim sign a paper without his POA present that has ALWAYS been present at meetings, Tim, the client could not tell me what it was that he signed when he called me and I told him to get the paper and do not sign anything unless his POA is present because, that is how Gail wants it, because Gail wants the provider calling her to ask questions. Tim of course, should not sign when he cannot repeat back what he signed in the first place, Tim said he did not read it, Tim said Kathy told him he needed to sign it if he wanted Sherri to get paid. Now how anxiety filled was that for the client!?

December 9th 2011) We had IPP client meeting scheduled for 10 a.m. Kathy and Melanie finally show up at 10:50 a.m. Kathy says she overslept! Melanie, Kathy Gail, Cecily and I were present. No DDS Specialist present at meeting and not on speaker phone either, Kathy states the Specialist could not be here!

Cecily asked at one point, "Who is Tim's case manager?" Kathy says, "Well, on paper it's Melanie, but Sherri does it all"! WOW! Well, that is true, I do do it all that I am AWARE of to do, to make sure it gets done, but I do not work at the office and I am not in Tim's file of the correspondences the office receives

from DDS or anything else. I can't take care of what I am Not aware of, like the due date for Tim's psychological that was finally done way past the DUE date. I also was not aware of how to go through an appeals process, but I sure figured it out when NOTHING was done BEFORE August 28th 2012, when I

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became aware of the ball being dropped, to show Tim Does qualify for services and should have never been under the threat of losing them! I AM NOT Tim's case manager

I have provided direct care services for this client since October 26th 2012 through May 31st 2013 under the conditions of knowing, If we lost the battle in the hearing, I fought for someone without pay, BUT, IF we won, I would get back pay! I certainly dld Not know Kathy had to have a new plan in on January 7th 2013, I am a direct care worker, Not a Provider. For all I knew, she had a plan in place that date, I took care of this Medicaid client all this time and kept him out of the State Hospital which would have cost double or more of what I am entitled to. I never missed a beat of direct care services for this young man, other than not being able to get him to GED because I had a vehicle that got terrible gas mileage and without pay, I could not afford that part, but I took him to all his probation, counseling, doctor, psychiatrist, sheriff's office sex offender registry appointments, etc. I took him out to eat and to the movies. I provided services. I did all my daily notes on this client. I fought like no one has fought before for this client because I knew for a fact, this threat of case closure should have NEVER happened.

May 8th 2013 Kathy Hall called me and told me she had transition meetings over at Work Force with Pat and Penny (case managers) **Not Tim's case manager**, and if I wanted to come I could, well, since it was for other clients and their case managers I would not be going. Kathy states that Lu Ann (DDS) would be there and Kathy was going to ask her a couple of questions about Tim's case, and my back pay. Kathy was asking me if Gail has picked a case manager and provider yet. I said no, we talked about Pat and Penny, but she just got the paperwork yesterday and has not had time to do anything with it. I then called Gail and Gail was disappointed I even said that much to Kathy Hall, because Gail said the professional thing to do was for Kathy Hall to Call Gail and discuss Tim and set up a meeting with her, the POA. I apologized to Gail and then I sent a text to Kathy Hall stating that she MUST talk to Gail King, not me because Gail is the POA.

I have diligently worked for this client, I earned my pay. I am not the Provider and was put into something I should have never had to do, BUT, I did it for the life of this young man and on the fact that was stated that IF we won, I would receive back pay! With that being said, I also realize, if we lost, I would not have a leg to stand on and I did it for Timothy L Green because I knew and believed he would win. I have worked 7 months without receiving my pay for this client and as a Direct Caregiver; I did not miss a beat! I met all the demands and did my notes on this client so I could be paid when we won. Gail and I together saved this young man from being put back into the State Hospital and possible back to jail! Why? Because nobody went out and made appointments for this young man to build the qualifying evidence that he does belong in services under the mental retardation diagnosis, with ACS Waiver, The only ones that just about killed themselves making appointments and meeting all the demands, was Gail and myself, since August 28th 2012.

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Up until May 8th 2013, Kathy Hall was able to ask me anything she wanted to about her client. On this day, May 8th 2013, all I did was re direct Kathy Hall to ask the POA. Because of this, May 8th 2013, Is the day Kathy Hall supposedly submitted a form to DDS that she could no longer PROVIDE SERVICES for Timothy Green! Therefore, that tells me, up until that date, she was the Provider and as far as I know, she has not notified the courts of withdrawal as of June 1st 2013, that court ordered Timothy Green in My House Inc. custody and care with around the clock staff. I have provided around the clock care under that order. None of us have seen the withdrawal notice that supposedly was done with DDS or a change in Provider with the court. I have continued to provide direct care under that order.

I have never received my Insurance stipend that I see was built into the billing. I never received the 2.5% raise that looks like was asked for too. I never received 42 cents a mile; I received 32 cents a mile, except for the past 7 months, I have received nothing for Timothy Green's care and transportation.

I am not asking for anything more than what is due me, nothing more, but certainly nothing less either. I earned it! I cannot even begin to tell you of the long sleepless nights organizing and stressing over this case. I am a devout caregiver and advocate for this client and I also did the most I could for the ones at the My House Inc. group home in Mayflower. My House Inc. closed their doors, June 1st, 2013 and left me hanging without pay, the billing was never done! I have faith, there is some higher authority to override and order for this to be paid to me for the Medicaid pay I did.

I beg of you to make this situation right and make me whole. I did my job.

References and contacts for facts in this situation are:

Cecily Rye

Arkansas Dept of Human Services

Division of Behavioral Health

305 S. Palm St.

Little Rock Ar. 72205-4096

cecily.Rye@arkansas.gov

Phone: 501-837-8375

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Sherri Crimmins

108 Rocky Top Rd

Mayflower, Ar. 72106

suzyg922@att.net

Phone: 501-733-7721

Thank you for your attention to this matter. It has been a total nightmare! I plead to be made whole in this matter.

Sincerely,

Sherri Crimmins

I re- read and noticed I made an error in this report saying, I wouldn't have a leg to stand on if we lost! That is NOT a correct statement, I was never released through the court order as the one on one caregiver for this client, so therefore win or lose, I am due my pay. BUT, we **did** win! My House Inc was legally responsible for this client all along. Medicaid has my pay for this client, and the PA number that Kathy Hall had sent me in a text is: 0316620899. This PA would have taken care of my pay for October 26th 2012- January 7th 2013. I don't know the PA number after that date. Since there was a PA number, I NEED my pay and the balance of the other months without a PA in hand. Thank You for your time and attention to this matter

Sincerely,

Sherri Crimmins

THE ART OF LIVING



MY HOUSE, INC. P.O. BOX 125 MAYFLOWER, ARKANSAS 72106 (501)329-4252

Kathy Hall Executive Director

Ginger Shearer Director of Waiver Services

Sherri Crimmins
Director of Residential Services

May 21,2013

Developmental Disabilities Services P.O. Box 1437 Little Rock, Arkansas 72203

Dear Mr. Brader,

I have received an email from Louann Hamilton with PA numbers for Tim Green attached. I have billed this PA once (5/3/13) and it did not go through. I re billed it yesterday because our Director of Residential Services told me that Ms. Hamilton had called her to say it needed billed as soon as possible. There has been so much confusion concerning this situation. I talked with Ruby Jeffers on Friday and she stated that if we had not continued to serve Tim during the appeal then we could not bill on this PA. I explained that I had a staff person who had worked with him the entire time and she needed paid. She told me this would be between the staff person and the family. She stated she was going to close the PA. In October I talked with Shelley Lee concerning our role during the appeal and she stated that we were not responsible for Tim after there was no way to bill which was 10/13/12 although we paid staff until 10/25/12. I contacted you on Friday afternoon concerning this and was told you would check on this situation on Monday. I did not hear from anyone at all on Monday but the staff person was called by Ms. Hamilton. Very confusing!

I want to do whatever needs to be done to get Tim started back on waiver and I want to pay his staff who provided services during the appeal. However, there have been issues with the family and myself. I am the Executive Director and have been since 1990 and will be until 5/31/13. I cannot provide services to a consumer that I cannot be aware of what is happening with that consumer. I have all the faith in the world in the staff person who provided the services. Sherri Crimmins is a very competent staff person and I support her decision to continue her work with Tim during the appeal. There have been rumors of "fraud" on the part of My House, Inc. and other staff here. Neither DDS nor anyone else can expect us to say yes we provided services and then when we attempt to do as the family asked and have Ms. Crimmins as the only staff involved we are accused of fraud. We have provided service, assured his health and safety, inquired as much as possible about his wellbeing while attempting to respect the family's wishes. If we are to bill this PA (which has been done 5/20/13) and pay Ms. Crimmins then I expect this agency to also be allowed to be paid without accusations of misconduct! I have other staff who will work on this situation to include payroll people, people who must read and file these notes.

As I have stated numerous times I have no personal issue with anyone involved in this situation and will be happy to do whatever is necessary to get Tim into a current plan so staff can start getting paid again. I do however have a limited time to do so since I am leaving 5/31/13. I have

been told that I am responsible for Tim's wellbeing at this time. I don't see how I can do that when I cannot talk with my own staff about what has occurred for the narrative, etc. I will be happy to do as directed but would like to request that it be in writing so that I know how to proceed. I have absolutely no problem with Ms. Crimmins providing the services she is current doing and feel completely comfortable that she can assure his health and safety. However, since she is an employee at My House, Inc. I must request that if she is going to be paid that the agency also receive funds for the review, filing and billing of such payment. It must also be understood that we will not attend any meeting directed toward any issues with the exception of assisting Tim in moving forward.

If you have any concerns please feel free to contact me at the office number listed above.

Thanks,

Kathy Hall My House, Inc.

Cc: Louann Hamliton Charile Geen Sherri Crimmins Gail King THE ART OF LIVING

MY HOUSE, INC. P.O. BOX 125

MAYFLOWER, ARKANSAS 72106

(501)329-4252 (501)205-0733

May 31, 2013

Developmental Disabilities Services James Brader P.O. Box 1437 Little Rock, AR 72033

Dear Mr. Brader,

As per our conversations on May 24, 2013 and May 29, 2013 I am writing to request an official response in writing concerning the status of the PA on Timmie Green. I have also sent a letter to you, Charlie Green, Louann Hamilton and Sherri Crimmins requesting this on May 21, 2013.

I have attached a copy of some text messages received from Sherri Crimmins on May 20, 2013 telling me she had talked with Louann Hamilton and this PA could be billed. I had talked with Ruby Jeffers on May 15, 2013 and she told me it could not be billed because we had not been part of the appeal process. I talked with you on May 17, 2013 and you told me you would talk with Ruby and someone would get back with me on May 20, 2013. I didn't hear from anyone so the next day on May 21, 2013 I wrote the above mentioned letter. (It is attached also.)

The process that occurred when Timmie Green was determined to be ineligible for waiver has a written record but I believe the issue that is affecting this current situation with the PA and billing happened on or around October 26, 2013. I had taken a binder that belonged to Gail King, Timmie's aunt, to have it copied at a local copy shop. I did not realize this was a problem until afterwards and during a conversation with Ms. King I mentioned I had taken it to the shop to be copied. She was extremely upset with me and because of this I contacted Shelley Lee to complete an incident report on myself. I also contacted the local shop where the copies were made and they assured me that a confidentially policy was in place. I also discussed with Shelley Lee at that time my responsibilities during the appeal process. She stated that there was no responsibility by the agency once funding was not available unless we choose to do so. Due to the daily rate of the plan and the recent issue with Ms. King I felt it would be best if I removed myself from the process and told Shelley Lee that during this conversation. We paid Sherri Crimmins through October 25, 2013 but the funding actually ended on October 18, 2013.

As I stated in my previous letter I have no problem doing whatever is necessary to assist Timmie in going forward but I cannot do anything when I have a staff person who was unable to share information with me concerning said client. I feel that Sherri Crimmins has provided services to Timmy Green and deserves to be paid but realize the situation is unique. I do need something in writing because due to the text messages with Sherri Crimmins and instructions from the specialist the PA has been billed. I cannot pay these funds to Sherri Crimmins because if they are going to recouped by Medicaid the agency cannot afford for that to happen or we would have done so during the appeal process.

Due to the closure of the program I do need a response very quickly concerning this issue. Please email me at the attached email as soon as possible.

Sincerely,

Kathy Hall Executive Director

BEFORE THE CLAIMS COMMISSION OF THE STATE OF ARKANSAS

State Claims Commission
MAY 0 9 2014

RECEIVED

SHERRI CRIMMINS

CLAIMANT

VS.

CLAIM #14-0453-CC

ARKANSAS DEPARTMENT
OF HUMAN SERVICES,
DIVISION OF DEVELOPMENTAL
DISABILITY SERVICES (DDS) and
DIVISION OF MEDICAL SERVICES (DMS)

RESPONDENTS

Amended Answer

Comes on Respondent, the Arkansas Department of Human Services, Division of Developmental Disability Services ("DDS") and Division of Medical Services ("DMS"), by counsel, and for their Amended Answer to the Complaint state as follows:

1. Respondents, DDS and DMS, deny liability in the above referenced claim.

Account information is:

(a) <u>DDS</u>:

Agency Number:

0710

Cost Center

419100

Internal Order #

HMLXMXX

Fund

PWP5500

Fund Center

896

(b) <u>DMS</u>:

Agency Number:

0710

Cost Center

418257

Internal Order #

HUFX00XX

Fund

PWD8600

Fund Center

897

- 2. Respondents, DDS and DMS, deny liability on this claim. Claimant sued the wrong parties. Claimant asserts that she is owed back payments, telephone and insurance reimbursements from *her employer*. However, Claimant was *not* employed by DHS, DDS or DMS during the time for which she seeks employment compensation or reimbursement. Instead, per Claimant, she was employed by My House, Inc. from March, 1995 through May 31, 2013.
- 3. My House, Inc. formerly operated a group home in Mayflower, Arkansas where Claimant worked as a caregiver. My House, Inc. was an independent business owned and operated by an individual named Kathy Hall. It was NOT an agency, department, board or office of the State of Arkansas, DHS, DDS or DMS. Claimant worked under the direction of Ms. Hall and was employed there for many years. Per Claimant, she was paid and reimbursed by My House, Inc. and the amount of her compensation and reimbursements were negotiated with and paid by her employer, My House, Inc.
 - 4. Apparently, My House, Inc. closed without paying Claimant.
- 5. Claimant stated that she sued DHS simply because DHS previously audited My House, Inc.'s financial records. Claimant stated that she felt that if DHS can audit My House, Inc. then somehow the State must be responsible.
- 6. To date, no claim or lawsuit for back pay, wages or reimbursement was filed by Claimant against My House, Inc. or against Kathy Hall, its owner/operator.
- 7. To the extent that any claim here is based on contract, expressed or implied, the applicable three year statute of limitation bars recovery of on any claim portion of the claim purportedly incurred prior to December, 5, 2010. *See* Ark. Code Annotated §16-56-105.
- 8. The amounts claimed by Claimant are not the just debts of the State of Arkansas, DHS, DDS or DMS. The amounts Claimant seeks for providing simple caregiver services are

extreme, unreasonable and not compensable. For example, Claimants seeks \$220 per day for simple "caregiver" services that she asserts were provided on behalf of My House, Inc.

9. Respondents had no contract, written or otherwise, with Claimant to pay her for services claimed to be rendered. In addition, Respondents never agreed to pay or reimburse Claimant for anything.

WHEREFORE, Respondents, DHS, DDS and DMS, move this Commission to deny the claim and discharge Respondents from all liability thereon.

Respectfully submitted,

ARKANSAS DEPARTMENT OF HUMAN SERVICES Division of Developmental Disability Services, Division of Medical Services

By:

Richard Rosen, AR Bar #97164
Office of Policy and Legal Services
P.O. Box 1437, Slot S260
Little Rock, Arkansas 72203
(501) 320-6334
rich.rosen@dhs.arkansas.gov

Richard Koser

CERTIFICATE OF SERVICE

This is to certify that I mailed a copy of the foregoing Answer, postage prepaid, this 2nd day of May, 2014 to:

Sherri Crimmins 108 Rocky Top Mayflower, AR 72106

BEFORE THE CLAIMS COMMISSION

OF THE STATE OF ARKANSAS

CLAIM # 14-0453-CC

State Claims Commission
MAY 13 2014

RECEIVED

VS.

SHERRI CRIMMINS

CLAIMANT

ARKANSAS DEPARTMENT
OF HUMAN SERVICES,
DIVISION OF DEVELOPMENTAL
DISABILITY SERVICES (DDS) and
DIVISION OF MEDICAL SERVICES (DMS)
RESPONDENTS

Claimant Response to "Amended Answer"

- Claimant, Sherri Crimmins does not agree to answer of, Respondents, DHS, DDS, and DMS denying liability in above referenced claim.
- 2. Claimant denies Respondents answer of Claimant suing the "wrong" parties. Due to the fact of the negligence's of Respondents not following their own protocol, policies and procedures established by DHS, DDS, DMS. Therefore, Claimant did not receive the full billing amount approved by the Respondents and also, Respondents allowing the consumer/client, to fall through the system and lose services they were entitled to receive and going through UN-necessary stress and anxiety, along with the caregivers. Claimant agrees to the fact that claimant was not employed by Respondents, BUT, was under their governing rules and regulations. Respondents failed to have a "watchful eye" to make absolute sure, Medicaid funds were not being abused and used inappropriately through the yearly licensure process "policies and procedures" and going over the yearly "audit" that was to be done every year by such agencies the Respondents monitor, to make sure all rules and regulations are followed that are established by this governing authority over the agency. "My House Inc," was licensed year after year by Respondents and Respondents did not watch out for the consumers, and revoke licensing due to the fact of care plans NOT being turned in at all and or before expiration dates had passed. Therefore, in short, this is a case of gross negligence that I have severely suffered due to Respondents not following their own policies and procedures.
- 3. Claimant response to #3 is: My House Inc. under the direction of Kathy Hall, Executive Director, was a licensed agency by DHS, DDS, DMS, meaning she "apparently" met all of Respondents "policy and procedures" to be a licensed agency by the Respondents and therefore due to the gross negligence, Claimant is seeking restitution and punitive damages for lost wages, no Insurance Stipend, pain, suffering, extreme anxiety, and extreme frustrations.
- 4. Claimant agrees she was not paid, due to the years of me not receiving my promised monthly insurance stipend, IF Respondents would have followed their own policy and procedures, in the yearly audits Respondents are suppose to review to make sure Medicaid dollars being billed for are used as billed, surely you would have caught the fraud, of Medicaid being billed monthly to include the insurance stipend I did not receive, surely you would have caught, as an example, in the care plan year of, 01/04/11- 01/05/12, the \$94,783.61 I was to be paid, but did NOT, I received \$80,300.00 plus the \$1,680.00 for mileage. SURELY in the YEARLY audits, you know where my \$14 thousand plus went, just for the example year listed directly above, that I did not get that was approved by Respondents for the very high risk client that came from the Arkansas State Hospital, which was a member of the "Bloods" Gang as

shared by client. Yet, Respondent refers to Claimant as providing "Simple Caregiver services.

- 5. Claimant denies stating, "she felt that if DHS can audit My House Inc. then somehow the State is responsible". Claimant stated in deposition that "IF respondents would have followed their own protocol, and reviewed the audits that are required of the agencies, respondents approve funding for, they would have caught the fraud". Now, I do not have the deposition tapes, but you do, and we know the wording is more like what is here than what was stated by respondents in #5.
- 6. Claimant denies #6.Claimant listed My House Inc. on the claim to Arkansas Claims Commission complaint.
- Claimant did not know until October, 2013. Medicaid was billed for my Insurance stipend of \$150.00 a month, nor would she since she is, as stated by Respondents, a "simple caregiver"
 - Claimant never saw correspondences, or billing submitted for pay until October, 2013, and even then, I have not seen all of it. But Respondents have this available to them. I have not had any of this documentation sent to me either since the deposition from Respondents for the discovery process.
- 8. Claimant denies Respondents answer. Due to gross negligence of Respondents, claim is just and was approved by DDS and common entities, in the care plan for the very high risk client I work with. Claimant also denies the assertion of Respondent that the Claimant's claim is, extreme, unreasonable, and not compensable. Respondents DID NOT find it extreme, unreasonable, and not compensable January 2010, when respondents agreed with the plan and APPROVED the dollar amount for this very high risk client, and approved the dollar amounts year after year, now, respondents find it extreme after the fact, and owe due to gross negligence. Respondent uses the "example" of Claimant seeks, \$220 per day for simple "caregiver" services. \$220 a day is what I was paid for what Respondents refer to as "Simple Caregiver" services! Respondents approved the dollar amount for the care plan and now Respondents have a problem with what they approved in the first place! After Claimant was able to look at a couple of the billing sheets, Respondents actually approved more than \$220 a day for "simple caregiving", but, I was not receiving the full amount Respondents approved. As a "Simple Caregiver," I did not set the pay rate, Respondents did when they approved it year after year, and very well should have! This \$ 220 a day, breaks down to \$9.16 an hour for 24 hour staff! And, when the client was finally at an Adult Development program for 6 hours a day, it breaks down to \$12.22 an hour for an extreme high risk client with "high risk" pay, who just came out of the Arkansas State Hospital that nobody else would agree to take. With this "simple Care giving" client, as Respondents call it, I dealt with terroristic threatening, back to jail, Gang signs, dew rags, thuggish talk and behavior and never knowing when in town with this client, if he was hand signing Gang members and putting me at risk. I dealt with him also toying with the gang "Juggalos". Machete killing gang! I was on duty watching out for the health and safety for all of us, including when the client would carry into the house what he thought was a cigarette that no longer was lit to save it for later, I would notice it was still a lit, burning cigarette that he would plan on laying down somewhere to save for later which could have ultimately, burned the place down with lives. Respondents need to have their "facts" straight before insulting and belittling the vary people they are suppose to appreciate and praise for what they do for very little pay for the care of human life!

9. Claimant's stance on #9 is: Gross Negligence on the part of Respondents. If Respondents would have followed through with watching over the care plans and the dollar amounts they approved and the use of Medicaid money, and the billing, and followed their very own policies and procedures, we would not be at the Arkansas State Claims commission. Respondent's statement during deposition was, When I stated the fact that if Policies and procedures were followed and My House's audit looked into, this would have been discovered, Mr. Rosen, Attorney, stated they could not hold "their" hand every day. Claimant never said every day, BUT, when you do a yearly licensure, that would be the moment of discovery for fraud, inappropriate use of funds.

Wherefore, Claimant, Sherri Crimmins, prays the Arkansas State Claims Commission finds in favor of Claimant and reward her back pay, loses, and punitive damages to the extent the Law allows for the gross negligence by the Respondents.

Respectfully submitted,

By: Temmes

Claimant, Sherri Crimmins

108 Rocky Top Rd

Mayflower, Ar. 72106

(501) 733-7721

suzyq922@yahoo.com

Certificate of Service

This is to certify that I mailed a copy of the foregoing Response, postage paid, certified mail on this 12 Th or of May, 2014 to:

Richard Rosen,

Office of Policy and Legal Services

P.O. Box 1437, Slot S260

Little Rock, Ar. 72203

BEFORE THE CLAIMS COMMISSION

OF THE STATE OF ARKANSAS

SHERRI CRIMMINS
CLAIMANT

CLAIM # 14-0453-CC

VS.

ARKANSAS DEPARTMENT
OF HUMAN SERVICES,
DIVISION OF DEVELOPMENTAL
DISABILITY SERVICES (DDS) and
DIVISION OF MEDICAL SERVICES (DMS)
RESPONDENTS



CLAIMANT PRE-HEARING BRIEF

The Claimant hereby submits her Pre Hearing Brief in this case, and states:

Introduction

Claimant believes that by and through Respondents, DHS, DDS, and DMS, not governing with their own policies, procedures, rules, regulations, and standards, negligence has transpired and therefore Claimant seeks restitution in all legal ways. Claimant seeks, back pay for services rendered to a DDS Medicaid client and to include punitive damages.

Claimant Exhibit (A) shows Arkansas Department of Human Services NOTICE OF ACTION dated 5/2/13, Your DDS Waiver case has been reinstated BACK TO THE DATE OF CLOSURE due to the result of the appeals hearing. Claimant believes, if client was reinstated BACK TO DATE OF CLOSURE, Staff, rendering services should be paid back to the date of closure as well, but as I understand, DDS shut down/ closed (PA)= prior authorization numbers to be billed. The Provider closed their doors on June 1st 2013 and therefore, the Provider, My House Inc. is no longer in business

Claimant Exhibit (B) Titled, BILLING: (Continued), states: If the person prevails on appeal, the Adult and Waiver Services Section WILL re-issue the prior authorization. As shown in Exhibit (A), the client I work with prevailed on appeal and therefore, I am due my pay with re-issue of PA, however, My House Inc. closed their doors June 1st 2013, so re-issue now would be of no value, therefore, DDS, DHS, DMS, need to override to make payment of money owed.

Claimant Exhibit (C) Titled, Division of Developmental Disabilities Services, states: assuring that individuals with developmental disabilities who receive services from DDS are provided

<u>uninterrupted essential services</u> until such time a person no longer needs to depend on services.

Claimant Exhibit (D) Titled at bottom of page, DDS STANDARDS FOR COMMUNITY PROGRAMS Number 113 states: program shall submit a compilation report that includes a balance sheet and statement of revenue and expense to DDS at the close of each financial period. During the deposition in February, Mr. Rosen stated, they could not hold the hands of the agencies every day, Exhibit (D) shows that they do hold hands of agencies to monitor the financials at the close of financial periods. As I had stated in my response to Respondents answer, I did not say anything about holding their hand every day, BUT, when yearly Licensure took place, that would have been the moment of discovery, of how Medicaid billing dollars are being spent, by reviewing the audit of the agency and reviewing the books and balance sheets. Checks and balances.

Claimant Exhibit (E) Titled, DDS Alternative Community Services (ACS) Waiver. This document shows a list of some of the things required, such as, the Supported Living Array worksheet that shows cost. This is what is submitted to DDS ACS Waiver for approval. Now, this is what the Attorney of DDS, Mr. Rosen said in his response to the State Claims Commission. Mr. Rosen states, "The amounts Claimant seeks for providing simple caregiver services are extreme, unreasonable, and not compensable", and yet, this would be the worksheet and total plan amount that was approved year after year by DHS, DDS, DMS. But now, it is extreme and unreasonable. There is a good reason this plan for this client was set high. He came from the Arkansas State Hospital as a high risk client under a Conditional Release Compliance Monitor under the (9 1 1). No agency that visited with this client at the State Hospital would agree to take him, until January of 2010, So, my "simple caregiver" as Mr. Rosen calls it, was pretty extreme in itself.

Continuing with Exhibit (E) at the bottom where it states: Approval Authority, it states: For the purpose of plan of care and service approvals, DDS is the Medicaid authority.

A. The DDS prior authorization process requires that all annual plans of care projected to Cost over \$50.000.00 <u>must have approval by DDS Plan of Care Review authority</u>.

This Exhibit is for the purpose of showing that DDS MUST approve the annual plan that is now said to be so EXTREME and UNREASONABLE.

Claimant Exhibit (F) Titled, April-June 2006, states: How are waiver staff salaries computed? Answer, Providers **must** compensate employees the full amount of what the provider bills in either pay or fringe. During DDS licensure, is this where they would discover things aren't as they should be?? Surely during licensure, DDS, the Medicaid Authority, as stated in exhibit (E), would be policing their dollars, TAX dollars to make sure they are being used as billed.

Claimant Exhibit (G) Titled, DDS Standards for community programs. This document points out one of the DDS Standards that are required for board meetings for licensing. "In no event shall the full Board /organization meet less than four times a year.

No entity has been discovered to prove this requirement from the agency in question, My House Inc, took place for at least 4 years, even the Attorney General's office, division of Medicaid Fraud has not located any board documents for the past 4 years of business. Why were they licensed year after year without an active board, board meetings, and board minutes? Who reviewed the financials for at least the last 4 years? What records of financials are available for view, what documentation was done during licensure of My House Inc. financial and board records? Why did My House not file taxes since '09? Why was My House Inc. still licensed?

Claimant Exhibit (H) Policy No. 3009-1

4. Access. DDS shall have access to the premises, staff and people served records, of licensed community programs, and access to all records of early intervention voucher providers and certified management providers at all times for the purpose of making inspections relative to compliance with applicable standards.

This Exhibit is to establish that, at any time of the year, not just licensure time, records and compliance could be tracked and followed. My House Inc. had a terrible history of being late on paperwork and deadlines, yet DDS continued to license My House Inc. year after year until finally, the client I am battling about now, almost fell through this system due to the negligence of the provider being granted the license through DDS Licensure, to continue on. The fact that I continued working with this client without pay for over 7 months on the basis that if we won, I would get back pay, is the only reason this client was not sent back to The Arkansas State Hospital or jail. By DDS not monitoring and tracking an agency that DDS contracted with, that has a terrible track record of not following rules, regulations, and deadlines, this negligent action has cost me severe anxiety, frustration, loss of income, and sleepless nights. Day in and day out I worked with the client that "lost" funding as I trudged along to fight the battle with DDS to win his Waiver case. We did win and he was put back to the status as if he had never lost funding, as shown in Exhibit (A) and now I am asking to be put back to the same status with my pay for work well done for a client that would have been sent back to the State Hospital or jail. Because of my care for human life and taking my job seriously, this client was given a chance to thrive and grow on the outside.

Mr. Rosen keeps saying that I did not receive a paycheck from DDS, DHS, or DMS. Correct, I did not, BUT, DDS are the ones that approve the plan of care and then assign PA numbers for billing MY PAY. What has been needed are the PA numbers for 10/26/12 through 5/31/13, the one PA

Store Clothes Comme

number would have gotten through the plan year end of Jan 2013, the other PA number for the balance of time, January through May 2013, DDS, DHS, DMS, will have to be the ones that override and pay me now, due to the past Provider's doors closed.

Claimant Exhibit (I) A letter from Kathy Hall, My House Inc. Executive Director e-mailed to Mr. Brader (DDS) May 21st 2013 stating from Kathy that she had a staff person who had worked with client the entire time and she needed paid. According to Kathy's letter, Ruby Jeffers from DDS told Kathy that she was going to close the PA. Kathy Hall states on second page of letter, "We have provided service, assured his health and safety". I do not believe there is anyone that thinks t is right for me to not be paid for the services I provided through an approved plan by DDS for the amount in the DDS approved plan.

Claimant Exhibit (J) Titled, State of Arkansas Department of Finance and Administration Compliance Section To: My House Inc. Protest of Business Closure.

Kathy Hall wrote as basis for protest of business closure and request for relief for My House Inc. was based on the following: "We are a non- profit program that provides services to people with developmental disabilities. We have not been receiving our Medicaid payments as we should." I do not know how long Kathy Hall's basis for protest has been going on, but I have a protest of my own of not allowing PA numbers to be released and billed for my back pay and for me to be made whole for the work I have done.

Claimant Exhibit (K) these are 3 different 90 day court reports of the client I worked with through the appeal process, from October 2012 all the way through May 31^{st 2013}, showing My House Inc is the responsible agency all through the appeals process, but according to Kathy Hall, Shelly Lee, DDS, told Kathy she was not responsible for client. Claimant exhibit (I),the 90 day court reports show otherwise.

Claimant Exhibit (L) two page Support fetter from the Conditional Release Compliance Monitor from The Arkansas State Hospital. Cecily Rye is very aware of my service I had spent with client. One of my many duties was, I took the client to meet with Monitor to stay in compliance with court orders.

Claimant Exhibit (M) Title, KATV News Report. My House Now No One's House.

Jason Pederson news reporter states, "The last year Kathy Hall filed a tax form for My House Inc. was for the tax year ending in June 2009. The IRS revoked non-profit status of My House because tax forms had not been filed for the past 3 years and the State revoked the agency's case management license because of lapses in paperwork and allegations of unmet payroll.

Medicaid's "Program Integrity Unit" is investigating"

The news was able to discover so much about the <u>non</u>- compliance of rules, regulations, policy, procedure, and standards of My House Inc, in short order, and yet My House Inc. was licensed for business year after year.

Claimant Exhibit (N) Title, Arkansas Department of Human Services Total supportive living costs stamped RECEIVED by DDS Faulkner County. Direct care total is: \$93,103.61 comes out to be \$255.07 a day. I received \$220.00 a day. I am missing \$12,803.61 for the care plan year of 01/04/11 through 01/05/12, surely DDS knows where these Medicaid dollars went that were billed for a specific purpose.

Claimant Exhibit (N1) same type of form as Exhibit (N.) Care plan dates, 01/06/12 through 01/05/13. I did not receive any of my pay from 10/26/12 through the end of plan. Also, 294 days I was paid \$220 a day, but the plan shows I was to be paid \$228.47 a day. From Jan, 6^{th} 2012, to Oct 26^{th} of 2012, I am due the difference of \$2,490.18.

10/26/12 through 01/05/13 = 72 days of no pay through the end of this care plan, I am owed \$16,449.84.

From 01/05/13 through 05/31/13, I don't have any care plans to go by so it does NOT seem extreme or unreasonable to go by the previous plan DDS approved, \$228,47 X 120 days = \$27,416.40. DDS is the entity that would have the approved care plans to show the amounts I should have received for this client since May 17th 2010. I fully believe I did not receive the full amount billed in 2010. I do not have access to the billing, but as history shows, there is money due to me for 2010

These damages just listed here add up to be \$59,160.65. Insurance Stipend from 10/05 through 05/13 of \$150.00 a month=\$12,950.00

\$59,160.65 back pay for DDS client + \$12,950.00 Ins Stipend= \$72,110.65

Exhibit (N2) DDS, Supportive Living Array work sheet

This form Says, Note: If staff positions are vacant and filled with higher or lower salary than submitted, a revision **MUST** be submitted. Why was I paid a lower salary than submitted? Why was this not discovered through the watchful eye of DDS licensure? Exhibit (N3) and (N4) are two identical forms, both showing my health insurance stipend being listed for charges in billing, but was never paid to staff.

This concludes my Exhibits to prove there has been extreme negligence of the Respondents. Total of damages, I have arrived at the figure of \$72,110.65 for actual monetary damages

On top of this amount I am seeking punitive damages for the extreme stress and frustrations, numerous sleepless nights and extreme anxiety. I respectfully ask for what the law will allow in punitive damages.

I believe these issues should have been discovered by DDS through their licensure process. I believe it is terrible negligence by the licensing entity.

I believe it was very offensive in the Respondents **Amended Answer**, about the "simple caregiver" comments made by the Respondents of the job I do and have done for many years of taking care of developmentally disabled people, the very people DDS is suppose to represent and protect, I found it very belittling and disrespectful, and makes me feel like DDS, DHS, DMS, has no value for what the workers out in the field do as Direct Care workers, the job is by far, more than "simple"! I believe that if the Representative/Attorney of DDS and Respondents are not so detached from the very people they are suppose to defend and protect, they would have NEVER made the comment of "SIMPLE CAREGIVER" in the first place.

I know for a fact I am owed my pay that is tied to PA numbers for doing Direct Care work for this developmentally disabled client. I believe DHS, DDS, DMS, has the ability to override the fact that the previous provider has closed the doors to the business, and DDS, DHS; DMS can make me whole and pay what DDS approved in the first place. I believe DDS should NOT have denied the release of PA numbers for the client that was put back to a status, on 5/2/13, of: Waiver case Reinstated back to the date of closure. That means, the funding was Reinstated back to the date of closure.

The Claimant, Sherri Crimmins has proven the case of negligence by the documentation attached to this case and has earned and deserves her back pay attached to PA numbers DDS distributes, but closed according to My House Inc, Kathy Hall; the Executive Director. Due to the negligence I respectfully request, the Respondents be held responsible for full reimbursement with damages included to Claimant.

I pray and respectfully request to be made whole and relief in all matters addressed. I pray for relief in punitive damages to be added to the total as the law would allow.

Respectfully submitted.

Claimant, Sherri Crimmins

Store Claims Commission

RECENTED 12014

120

108 Rocky Top Rd

Mayflower, Ar. 72106

(501) 733-7721

suzyq922@yahoo.com

Certificate of Service

This is to certify that I mailed a copy of the foregoing pre-hearing brief and copies of exhibits, postage paid this 3rd long of June, 2014 to:

Richard Rosen,

Office of Policy and Legal Services

P.O. Box 1437, Slot S260

Little Rock, Ar. 72203

Arkansas Department of Human Services **Division of County Operations** NOTICE OF ACTION

you need this material in a different format, such as large print, contact your DHS county office.

O: TIMOTHY GREEN 108 ROCKY TOP RD Date: 5/2/13 FROM: Cheryl Turney, PC, DDS MIEU **POB 1008**

Stuttgart AR 72160

MAYFLOWER AR 72106		Only the item(s) checked below apply to you.		
MEDICAID			item(s) unested below up. 5	
	our application for Medicald he following individuals are	i has been approved. eligible:		
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	You must pay the facility \$ Your spouse may keep \$ Your application has been Your application will be de Your case will be closed e Your reevaluation for facili The amount you must	From the remainder: as a spousal allowance. for delayed. nied effective frective ty care has been completed. t pay to the facility remains the pay to the facility has changed	Your eligibility continues:	9/11 Store Collins Commo
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Piease rea	Id the back of this fields	Signature of County C	Juney	870-673-8145 Phone Number
		Signature of County C	office Representative	2 SERVENNE A AMERICAN

DCO-700 (R. 12/98) 1 of 2





January - March 2006 Can a provider bill for waiver services after Medicaid Income Eligibility is closed? No. Effective February 7, 2006, the Adult and Waivers Services Sections will insure that when notice of case closure is received from the Medicaid Income Eligibility Unit, any and all existing prior authorizations will be end dated to match the date of the Medicaid Income Eligibility closure. This means that the providers can no longer bill for any services that may be delivered after the date Medicaid closes the case. The provider may choose to continue to deliver services and if the person files an appeal of the Medicaid action and prevails during appeal, then the provider may receive reimbursement for services delivered. If the person prevails on appeal, the Adult and Waiver Services Section will re-issue the prior authorization. Re-issue will not be accomplished without proof of person's favorable ruling from the Medicaid Unit or other appeal authority. The Adult and Waiver Services Section will place the case in abeyance for 30 days or pending appeal outcome. This will assure there is a "slot" should the person prevail. Although this process will result in more paperwork, the action is taken to comply with Medicaid regulations and actions take by the Medicaid Income Eligibility Unit.



DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES

PHILOSOPHY & MISSION STATEMENT

The Division of Developmental Disabilities Services (DDS), the DDS Board, and its providers are dedicated to the pursuit of the following goals:

- Advocating for adequate funding, staffing, and services to address the needs of persons with developmental disabilities.
- Encouraging an interdisciplinary service system to be utilized in the delivery of appropriate individualized and quality services.
- Protecting the constitutional rights of individuals with disabilities and their rights to personal dignity, respect and freedom from harm.
- Assuring that individuals with developmental disabilities who receive services from DDS are provided uninterrupted essential services until such time a person no longer needs to depend on these services.
- Encouraging family, parent/guardian, individual, and public/community involvement in program development, delivery, and evaluation.
- Engaging in statewide planning that ensures optimal and innovative growth of the Arkansas service system to meet the needs of persons with developmental disabilities and to assist such persons to achieve independence, productivity, and integration into the community.

To accomplish its mission, DDS, the DDS Board, and its providers are committed to the principle and practices of: normalization; least restrictive alternatives; affirmation of individuals' constitutional rights; provision of quality services; the interdisciplinary service delivery model; and the positive management of challenging behaviors.



- 1. Established outcomes for the persons served.
- 2. Organizational performance objectives.
- B. Budgets are prepared that:
 - 1. Include:
 - a. Reasonable projections of revenues and expenditures.
 - b. Input from various stakeholders, as required.
 - c. Comparison to historical performance.
 - 2. Are disseminated to:
 - a. Appropriate personnel.
 - b. Other stakeholders, as appropriate.
 - 3. Are written.
- C. Actual financial results are:
 - 1. Compared to budget.
 - 2. Reported to:
 - a. Appropriate personnel.
 - b. Persons served, as appropriate.
 - c. Other stakeholders, as required.
 - 3. Reviewed at least quarterly.
- D. The organization identifies and reviews, at a minimum:
 - Revenues and expenses. 1.
 - Internal and external: 2.
 - a. Financial trends.
 - b. Financial challenges.
 - c. Financial opportunities.
 - d. Business trends.
 - e. Management information.
 - Financial solvency, with the development and implementation of remediation 3. plans, if appropriate.

For-profit organizations or organizations who receive less that \$10,000 in compensation for services under this program shall submit a compilation report that includes a balance sheet and statement of revenue and expense to DDS at the close of each financial period.

Note: Sections 102 & 104 do not apply to organizations that are not governed by a Board of Directors



- 2. Services provider
- 3. Total amount by service
- 4 Total plan amount
- Beginning and ending date for each service
- 6 Supported Living Array worksheet listing units and total cost by service
- Adaptive Equipment/Environmental Modifications and Specialized Medical/Supplemental Support worksheets listing units and total cost by service
- E Level of Care sheet showing case management/waiver coordinator providers and staff and level of care.
- Narrative Justification Initial Plan of Care and Continued Care Reviews Justification must, at a minimum;
 - Identify progress or regression
 - Detail exceptional events such as major illness, injury, loss of primary caregiver(s), loss of home, graduation, awards, etc., that impacted service delivery and have a direct cause and effect for future needs.
 - Specify justification for requested services and identify consumer satisfaction level.

230.420 MAPS 5-1-06

- A. The MAPS for individual, group and self-directed option categories must include proposed outcomes, immediate and long term needs.
- B. In addition to the information detailed in Section 230.410, the following information must also be included:
 - Identification of individual outcomes expected
 - 2. Review date
 - List of medical and other services, including waiver and non-waiver services necessary to obtain expected outcomes.
 - Service barriers
- C. Product and service cost effectiveness certification statement, with supporting documentation, certifying that products, goods and services to be purchased meet applicable codes and standards and are cost competitive for comparable quality.

250,000 PRIOR AUTHORIZATION

10-13-03

ACS Waiver Program services require prior authorization by the Division of Developmental Disabilities Services. In the absence of prior authorization, reimbursement will be denied and will not be approved retroactively.

251.000 Approval Authority

5-1-06

For the purpose of plan of care and service approvals, DDS, a Division under the umbrella of the Department of Health and Human Services, is the Medicaid authority.

- A. The DDS prior authorization process requires that all annual plans of care projected to cost over \$50,000.00 must have approval by DDS Plan of Care Review authority. This cost threshold is subject to reduction by DDS.
- B. Plans of care projected to cost under \$50,000.00 will be subject to a more local level approval process.
- C. All waiver services must be needed to prevent institutionalization.

April - June 2006 How are waiver staff salaries computed? Providers m. compensate employees the full amount of what the provider bills in either pay or fringe. Fringe cannot exceed 32% of salary (anything over 25% requires justification). Holidays and annual/sick leave can be included as fringe.

France This was being done?, No. Recause there were no lumbal builts to View and therefore, Should Not have been licensed (ear after year) bloo, No Board Munutes, Oo armater of Facts No board

Store Cloins Commission



- B. Directors of organizations may serve as non-voting ex officio Board members.
- Board/organization meetings and public meetings as defined by Ark. Code Ann. §§ 25-19-106 shall be conducted at a time and place which make the meetings accessible to the public. Specifically, except as otherwise specifically provided by law, all meetings, formal or informal, special or regular, of the governing bodies of all municipalities, counties, townships, and school districts and all boards, bureaus, commissions, or organizations of the State of Arkansas, except grand juries, supported wholly or in part by public funds or expending public funds, shall be public meetings.
- 12
- A. Board/organization meetings and Executive sessions shall be announced to be in compliance with Ark. Code Ann. §§ 25-19-101 25-19-107 "Freedom of Information Act"
- B. All local media are to be notified one week in advance and a notice posted in a prominent place by the organization. Called meetings shall be announced to the local media and others who have requested notification at least two hours in advance of meeting. Documentation of Notification may include newspaper clippings, copy of item posted on bulletin Board/organization, radio contact forms, etc.
- D. If the meetings are held each month at the same time and location, one notification and posting shall be sufficient.
- The Board/organization of Directors shall adopt a mission statement to guide its activities and to establish goals for the organization. The plan shall show evidence of participation by stakeholders (evidence of open meeting, letters of input, survey, questionnaire, etc.).
- 105.1 The Board/organization of Directors shall review the mission statement annually and shall make changes as necessary to ensure the overall goals and objectives of the organization are reflected in its mission.
- The Board/organization maintains a plan which shall identify annual and long range goals; the plan should address community needs and target populations and should be reviewed and updated annually.
 - A. Each Board/organization will develop and implement a long-range plan of action for that organization. Examples include, but are not limited to starting a new component, accessing individualized services in the community, etc.
 - B. Development and implementation of the plan shall include stakeholder input. The organization shall maintain evidence of this input (i.e., letters of input, minutes of open meetings, questionnaires, surveys, etc.)
 - C. The plan shall be reviewed annually and updated as needed. The Board/organization shall approve the initiation, expansion, or modification of the organization's program based on the needs of the community and the capability of the organization to have an effect upon those needs within its established goals and objectives.

Note: The Board/organization of Directors, at its discretion, may assign this responsibility to staff.

DDS STANDARDS FOR COMMUNITY PROGRAMS

EFFECTIVE: November 1, 2007

PAGE 7

Claimant Exhibit (H)

ARKANSAS DEPARTMENT OF HUMAN SERVICES DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES DDS DIRECTOR'S OFFICE POLICY MANUAL

Policy Type	Subject of Policy	Policy No.
Service	Licensure/Certification	3009-I

- F. Codes: Nothing stated herein relieves the sponsor from compliance with building codes, ordinances, and regulations which are required by city, county, State or jurisdictions. Where such codes are not in effect, it is the sponsor's responsibility to consult one of the national building codes generally used in the area for all components of the building type being used or constructed.
- 3. <u>License Certificate(s)</u>. Licensure certificates shall be issued for each specified community program or program component. Licenses are valid and effective only for the physical location reviewed and the entity to whom the license is issued. Licenses are not transferable. A copy of the Adult Services license shall be kept on file in all residential components, and must be posted in a conspicuous place at all other licensed sites.
- 4. <u>Access.</u> DDS shall have access to the premises, staff and people served records, of licensed community programs, and access to all records of early intervention voucher providers and certified management providers at all times for the purpose of making inspections relative to compliance with applicable standards.
- 5. <u>Licensure Team Composition.</u>

DDS Program Evaluator(s) and/or Supervisor

DDS Quality Assurance/Training Coordinator (optional)

DDS Educational Representative (optional)

DDS Consultant (optional)

Community Program Director (optional)

Advocate/Consumer Representative (optional)

DDS Therapeutic Services Director (optional)

- 6. Time frames as specified in the policy will be based on the community program operational calendar.
- 7. Time frames for the voucher program, certified case management program, and ACS waiver (certified) providers will be based on the date of annual certification.
- 8. License Definitions.
 - A. Provisional License Granted for a maximum term of ninety (90) days to allow start-up of a new community program(s) or new component(s) of an existing community program.



Claimant Exhibit (I)

THE ART OF LIVING



MY HOUSE, INC. P.O. BOX 125 MAYFLOWER, ARKANSAS 72106 (501)329-4252

Kathy Hall Executive Director Ginger Shearer Director of Waiver Services Sherri Crimmins
Director of Residential Services

May 21,2013

Developmental Disabilities Services P.O. Box 1437 Little Rock, Arkansas 72203

Dear Mr. Brader,

I have received an email from Louann Hamilton with PA numbers for Tim Green attached. I have billed this PA once (5/3/13) and it did not go through. I re billed it yesterday because our Director of Residential Services told me that Ms. Hamilton had called her to say it needed billed as soon as possible. There has been so much confusion concerning this situation. I talked with Ruby Jeffers on Friday and she stated that if we had not continued to serve Tim during the appeal then we could not bill on this PA. I explained that I had a staff person who had worked with him the entire time and she needed paid. She told me this would be between the staff person and the family. She stated she was going to close the PA. In October I talked with Shelley Lee concerning our role during the appeal and she stated that we were not responsible for Tim after there was no way to bill which was 10/13/12 although we paid staff until 10/25/12. I contacted you on Friday afternoon concerning this and was told you would check on this situation on Monday. I did not hear from anyone at all on Monday but the staff person was called by Ms. Hamilton. Very confusing!

I want to do whatever needs to be done to get Tim started back on waiver and I want to pay his staff who provided services during the appeal. However, there have been issues with the family and myself. I am the Executive Director and have been since 1990 and will be until 5/31/13. I cannot provide services to a consumer that I cannot be aware of what is happening with that consumer. I have all the faith in the world in the staff person who provided the services. Sherri Crimmins is a very competent staff person and I support her decision to

(1)

continue her work with Tim during the appeal. There have been rumors of "fraud" on the part of My House, Inc. and other staff here. Neither DDS nor anyone else can expect us to say yes we provided services and then when we attempt to do as the family asked and have Ms. Crimmins as the only staff involved we are accused of fraud. We have provided service, assured his health and safety, inquired as much as possible about his wellbeing while attempting to respect the family's wishes. If we are to bill this PA (which has been done 5/20/13) and pay Ms. Crimmins then I expect this agency to also be allowed to be paid without accusations of misconduct! I have other staff who will work on this situation to include payroll people, people who must read and file these notes.

As I have stated numerous times I have no personal issue with anyone involved in this situation and will be happy to do whatever is necessary to get Tim into a current plan so staff can start getting paid again. I do however have a limited time to do so since I am leaving 5/31/13. I have been told that I am responsible for Tim's wellbeing at this time. I don't see how I can do that when I cannot talk with my own staff about what has occurred for the narrative, etc. I will be happy to do as directed but would like to request that it be in writing so that I know how to proceed. I have absolutely no problem with Ms. Crimmins providing the services she is current doing and feel completely comfortable that she can assure his health and safety. However, since she is an employee at My House, Inc. I must request that if she is going to be paid that the agency also receive funds for the review, filing and billing of such payment. It must also be understood that we will not attend any meeting directed toward any issues with the exception of assisting Tim in moving forward.

If you have any concerns please feel free to contact me at the office number listed above.

Thanks,

Kathy Hali My House, Inc.

Cc: Louann Hamliton Charile Geen Sherri Crimmins Gail King



STATE OF ARKANSAS DEPARTMENT OF FINANCE AND ADMINIS COMPLIANCE SECTION

PO BOX 8140, LITTLE ROCK, AR 72203-8140

March 29, 2013

Letter ID: **Customer ID:** L1153320032 XX-XXX0445

MY HOUSE INC 1701 HUTTO ST CONWAY AR 72032

ABC Permit: No Tobacco Permit: No Lottery Permit: No

Account ID:

12311556-WHW

Account DBA: MY HOUSE INC

PROTEST OF BUSINESS CLOSURE REQUEST FOR ADMINISTRATIVE HEARING

Please note:

Basis for protest:

Ark. Code Ann. § 26-18-1002 provides that the only defenses to business closure are:

- (1) written proof that you have filed all delinquent returns and paid the delinquent tax due including interest and penalty; or
- (2) that you have entered into a written payment agreement, approved by the Department of Finance and Administration, to satisfy the delinquency

Delinquent Months: 10/12 - current

JAA + hu +A	, being duly notified	of pending closure of the			
pove referenced Arkansas business,	protest closure and request i	relief based on the following:			
ME DAY O DOE	1- analit prop	ram that			
200 HOLD WARRES	Shin Oto D	icople 12 / Classopher			
or compatible use	bour nat'	min yeurna			
our midicaid	aumento ao	Use whould I			
I certify that all above information is true and correct to the best of my knowledge. I <u>understand</u> that I must appear on the date and at the time and place set for such hearing as provided by law, <u>with no exceptions granted</u> .					
Taxpayer Signature 1	up Hall	_ Date 4 - 19-13			
Address: O. Box	35 <u>-</u>				
Mayflou	or all 7				
Phone Number: 501- 329-	4452 Fax Number: 5	01-205-0783			
Email: the MOHOO	8 6 rotoral				
Po	turn to: Field Compliance Un	it .			

Return to: Field Compliance Unit P.O. BOX 8140, LITTLE ROCK, AR 72203-8140



Division of Behavioral Health Services

Arkansas State Hospital 305 S. Palm St. • Little Rock, AR 72205-4096 501-686-9000 • TDD: 501-686-9176



July 8, 2013

The Honorable H.G. Foster 20th Judicial Circuit Division 2 801 Locust Street Conway, AR 72034

Green, Timothy Re:

PR 2010-25-2

90 Day Court Report April 8 - July 7, 2013

Dear Judge Foster:

Timothy Green received an Order of Conditional Release on January 8, 2010 and My House is the responsible agency for monitoring his medication and treatment regimen. However, staff notified me that as of June 1, 2013 administrative responsibility for My House was being transferred to Independent Case Management, Inc. His Power of Attorney, Gail King, searched for and located new DDS Case Management and Supportive Living providers. At this time, United Cerebral Palsy of Arkansas is providing supportive living services and Easter Seals, Inc. is providing case management services. As soon as permanent confirmation is received from DDS, we will request a modification of the Order. As evidenced by staff report and Monitoring contacts, during the above time period Mr. Green's compliance with the conditions of his release was as follows:

- 1. Medication: Mr. Green was not prescribed any medications.
- 2. Treatment: DDS reinstated Mr. Green for Waiver Services backdated to December 2011. Mr. Green continued to attend the Faulkner County Day School Workforce program five days per week. Mental health services were changed to UAMS. Mr. Green also met monthly with his Probation Officer and maintained his status as a Level 1 Sexual Offender.
- 3. Residence: Mr. Green resided at 108 Rocky Top Road, Mayflower AR with staff supervision and he did not leave without prior authorization. He had several successful overnight and travel passes with family.
- 4. Substances: There was no evidence of alcohol or illicit drug use.
- 5. Monitoring: Mr. Green regularly and cooperatively met with me.

As Mr. Green's Compliance Monitor I will continue to have regular contact with him and his treatment providers. Please contact me at 501-837-8375 as needed.

Respectfully submitted.

4000 Cecily D. Rive, LCSW

Conditional Release Compliance Monitor

Cody Hiland, Prosecuting Attorney; Marcus Levins, Probation Officer; Sherr C: Crimmins and Rebecca Williams, UCP; Easter Seals; May Atkins, LCSW/ACSW, Director of Social Work ASH; Gail King, Aunt/POA; Timothy Green; File www.arkansas.gov/dhs

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Division of Behavioral Health Services

Arkansas State Hospital 305 S. Palm St. • Little Rock, AR 72205-4096 501-686-9000 • TDD: 501-686-9176



April 8, 2013

The Honorable H.G. Foster 20th Judicial Circuit Division 2 801 Locust Street Conway, AR 72034

Re:

Green, Timothy

PR 2010-25-2

90 Day Court Report

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Dear Judge Foster:

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1. Medication: Mr. Green was not prescribed any medications.

- 2. Treatment: Mr. Green continued to attend the Faulkner County Day School Workforce program five days per week and kept all of his appointments at Counseling Associates, Inc. He also met monthly with his Probation Officer. He remained temporarily withdrawn from his GED program due to finances. My House is presently not being reimbursed for services and his waiver worker continues to provide for him without reimbursement while waiting for results from the final DDS/OCC appeal process. Staff also reported that Mr. Green maintained his status as a Level 1 Sexual Offender.
- 3. Residence: Mr. Green resided at 108 Rocky Top Road, Mayflower AR and did not leave without prior authorization. He had several successful overnight and travel passes with family.
- 4. Substances: There was no evidence of alcohol or illicit drug use.
- 5. Monitoring: Mr. Green regularly and cooperatively met with me.

y deser

As Mr. Green's Compliance Monitor I will continue to have regular contact with him and his treatment provider. Please contact me at 501-837-8375 as needed.

Respectfully submitted,

Cecily D. Page, LCSW

Conditional Release Compliance Monitor

C: Cody Hiland, Prosecuting Attorney; Melinda Reynolds, Faulkner County Clerk; Brenna Willis, Probation Officer; Melanie McCarthy, My House; Shern Climmins, My House; Ed Stafford, Phd., Counseling Associates, Inc. May Atkins, LCSW/ACSW, Director of Social Work ASH: Gai! King, Aunt/POA; Timothy Green: File

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will be assigned new Ju



January 7, 2013

The Honorable Mike Maggio 20th Judicial Circuit Division 2 801 Locust Street Conway, AR 72034

Re:

Green, Timothy

PR 2010-25-2

90 Day Court Report

October 8, 2012 - January 7, 2013

Dear Judge Maggio:

Timothy Green received an Order of Conditional Release on January 8, 2010 and My House is the responsible agency for monitoring his medication and treatment regimen As evidenced by staff report and Monitoring contacts, during the above time period Mr. Green's compliance with the conditions of his release was as follows:

- 1. Medication: Mr. Green was not prescribed any medications.
- 2. Treatment: Mr. Green continued to attend the Faulkner County Day School Workforce program five days per week and kept all of his appointments at Counseling Associates, Inc. He also met monthly with his Probation Officer. He temporarily withdrew from his GED program. My House is presently not being reimbursed for services and his waiver worker continues to provide for him without reimbursement while his case is being appealed.
- 3. Residence: Mr. Green resided at 108 Rocky Top Road, Mayflower AR and did not leave without prior authorization. He had several successful overnight passes with family
- 4. Substances: There was no evidence of alcohol or illicit drug use.
- 5. Monitoring: Mr. Green regularly and cooperatively met with me.

As Mr. Green's Compliance Monitor I will continue to have regular contact with him and his treatment provider. Please contact me at 501-837-8375 as needed.

Respectfully submitted,

Cecily D. Rye, LCSW

Conditional Release Compliance Monitor

C: Cody Hiland, Prosecuting Attorney; Melinda Reynolds, Faulkner County Clerk;
Brenna Willis, Probation Officer; Melanie McCarthy, My House; Sherri Crimmins,
My House; Ed Stafford, Phd., Counseling Associates, Inc. May Atkins,
LCSW/ACSW, Director of Social Work ASH; Gail King, Aunt/POA; Timothy
Green; File

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Page 1 of 2

Subject: FW: Unpaid services provided by Waiver Worker staff

From: (

Cecily Rye (cecily_rye@arkansas.gov)

To:

suzyq922@yahoo.com;

Date:

Thursday, October 3, 2013 5:34 PM

3rd time is the charm????

From: Cecily Rye

Sent: Thursday, October 03, 2013 5:23 PM

To: 'Sherri Crimmins'

Subject: FW: Unpaid services provided by Waiver Worker staff

I sent this to you blind copy and it was kicked back. Trying again. Blind copy also sent to my boss and to Gail.

From: Cecily Rye

Sent: Thursday, October 03, 2013 5:21 PM

To: Philip Adams (GOV)

Subject: Unpaid services provided by Waiver Worker staff

Good Afternoon Mr. Adams,

I understand that you are the Governor's contact regarding Sherri Crimmins' request for back payment of services she rendered to a DDS Waiver client court ordered to My House. Inc. I hope that I am not overstepping my bounds, but I feel strongly about this matter and I would really like to see Ms. Crimmins paid for the work that she so diligently and faithfully carried out. It just seems the right thing to do.

As you are aware, Ms. Crimmins was a Waiver Worker for My House Inc. and I was, and still am, the Conditional Release Compliance Monitor for the individual to whom Ms. Crimmins provided services. The whole situation was very unfortunate. It is my understanding that the loss of DDS Waiver funding was due in part to My House not filing a timely appeal and DDS not fully following their own standards and policy. During the time the matter was in DDS appeal, although unpaid, Ms.

Store Claims Commeson

Crimmins stepped up to the plate and continued to provide quality supervision of her client and fought hard to have the client's services reinstated.

Had Ms. Crimmins not continued to supervise and care for the client, the client would not have had an appropriate place to stay and there is a good chance we would have had to bring him back to the Arkansas State Hospital for supervision, as his Order of Conditional Release would indicate. I don't know the exact per diem cost of treating an individual at the State Hospital, but I would surmise that it is far more expensive than what it cost to keep him in Ms. Crimmins care. In addition, an admission to the Hospital would have been a great set back to the progress the client had made and would have tied up bed space for someone who really did need psychiatric treatment.

Ms. Crimmins provided services in good faith and the client continued to be well cared for and well supervised. He remained fully compliant with his Order of Conditional Release, no hospitalizations or jail time. She did not abandon him in a time of need and I hope that the State of Arkansas can reimburse her for a job well done. I wish that all the providers I work with had the same level of caring and dedication as Ms. Crimmins. She is a model for those employed under the DHS umbrella and an outstanding Arkansan.

Thank you for listening and for your consideration. Please let me know if you have any questions or need additional information.

Cecily Rye

Cecily D. Rye, LCSW

Conditional Release Compliance Monitor

Arkansas State Hospital

305 South Palm Street

Little Rock, AR 72205-4096

501-686-9920 (fax)

501-837-8375 (cell)

501-686-9907 (office)

501-405-0996 (emergency pager)





My House Now No One's House

Posted: Jun 13, 2013 6:30 PM CDT Updated: Jun 13, 2013 6:30 PM CDT

By Jason Pederson - bio | email

MAYFLOWER - After nearly three decades in operation, a non-profit home for disabled adults in Mayflower closed with little warning two weeks ago...leaving both residents and staff scrambling.

The last year owner Kathy Hall filed a tax form for My House, Inc. was for the tax year ending in June of 2009. Expenses exceeded revenue by over \$20,000.

Apparently things didn't improve.

Up until two weeks ago, the property at 760 Highway 365 South in Mayflower was home to more than a half dozen mentally disabled adults.

Two mobile homes behind My House, Inc. was home to several more men who needed help with transportation, cooking and other basic life tasks.

They got that assistance from qualified caregivers.

But that all ended abruptly this month.

"I was told that she was tired of the business and that she wanted to step down," says caregiver Quan Smith of Conway. "The person that she was supposed to let take over before she left wasn't able to take over so the business just closed as of June the 1st."

"I think it went down because of poor management," offers another caregiver, Tony Reid of Conway, "It was...like he said it was loss of passion."

And also a lack of paperwork.

The IRS revoked the non-profit status of My House because tax forms hadn't been tiled for the past three years.

And the state revoked the agency's case management license because of lapses in paperwork and allegations. of unmet payroll.

Medicaid's "Program Integrity Unit" is investigating.

Most of the My House residents were moved into a rental property in Conway owned by Hobbs Construction.

Seven residents now pay about \$650.00 a month to live there.

"Does the former owner here have any connection with Hobbs Construction?"

"She currently works there as the secretary," replies Smith.

Both Smith, Reid and several other employees say that former My House owner Kathy Hall owes them money.

Hall's voice mail is full so we visited Hobbs Construction today looking for her...but the doors were locked.

Air date: June 13th, 2013



Exhibit(N)

DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES ARKANSAS DEPARTMENT OF HUMAN SERVICES TOTAL SUPPORTIVE LIVING COSTS ACS WAIVER SERVICES

Timmie Green

DDS FAULUNER COUNTY

Jup 19:286565 \$13,772.93 \$1,680.00 \$17,333.16 \$1,200.00 \$93,103.61 536,154.56 \$25,842.96 J. F. Sold \$115,180.33 - I NAM SALARY TOTAL 3015629-001 Medicaid Number Nov 30 Dec 31 \$1,733.16 \$4,954.56 \$1,292.93 \$10,423.61 \$100.00 50.42 \$2,442.96 \$10,423.61 FRINGE RATE RATE \$315,56 PRINGE 31 15.88% 11,11% 10,36% 10.44% Indirect Cost Percentage 20,00% 365 × \$15,600.00 \$31,200.00 \$23,400.00 \$12,480.00 DAYS PER YEAR \$82,680.00 \$82,680.00 Sep 30 DAILY RATE ANNUAL SALARY 4,000 Aug 31 MILES DAYS 3952,00 MONTHS 3952.00 1248,00 260,00 104.00 2340,00 Jul 31 13 18 HO :00 HOURLY \$10.00 \$150.00 \$120.00 DAILY Jun 30 May 31 Sherri Crimmins - M-Th, 10p- 6a, F 10p -8a SPECIFIC INFORMATION Nichole Hickey - Sat. 8p-8a, Sun. 8p-6a Mar 31 Apr 30 srael Wells - M-Fri. 6a-8a, 3p-10p, Luke Beatty - Sat. 8a-8p, Sun 8a-8p END DATE 01/05/12 SUBTOTAL (Supportive Living One On One Stuff) DIRECT CARE SUPERVISION TOTAL (Supportive Living) Feb 28 PRO-RATED STAFF TRANSPORTATION INDIRECT COSTS PLAN DATES RESPITE CARE 3 Jan SUPPORTIVE LIVING PLAN TOTAL SUPPORTIVE LIVING ONE ON ONE STAFF TYPE OF SERVICE DAYS OF SERVICE PER MONTH; BEGIN DATE 01/04/11 Individual's Name

DDS ACS 110 (Effective: 03/01/10) Revised: 02/25/10

Exhibit(N1)

DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES ARKANSAS DEPARTMENT OF HUMAN SERVICES

TOTAL SUPPORTIVE LIVING COSTS ACS WAIVER SERVICES

Timmie Green Individual's Name

PLAN	PLAN DATES	Γ				MEGICALL MUIDE	aminos.
BEGIN DATE	END DATE	T					
01/06/12	01/05/13						
DAYS OF SERVICE PER MONTH: Jan 31	Feb 29 Mar 31 Apr 30 May 21	30	;				
	iving 20 min	Juli 20 Juli	JI AUB	31 Sep 30	Oct 31	Nov 30 Dec	31
TYPE OF SERVICE	SPECIFIC INFORMATION	DAILY	DAYS	ANNUAL	FRINGE	FRINGE	TOTAL
PRO-RAT	PRO-RATED STAFF						
	Hollie Crimmins 1:00 p- 9p; M-F	\$10.23	2080,00	\$21,278.40	10.58%	\$2,251.25	\$23,529.65
	Sherri Crimnins - 9p - 8a, M-F	\$102.30	262.00	\$26,802.60	14.75%	\$3,953.38	\$30,755.98
SUPPORTIVE LIVING ONE ON ONE STAFF	Michelle Browning - 8a Sat 8a Mon.	\$511.50	52.00	\$26,598.00	10.29%	\$2,736.93	\$29,334.93
							128.47a
SUBTOTAL (Supportive Living One On One St.	iving One On One Staff)		2394.00	\$74,679.00		\$8.941.57	SN3 620 57
DIRECT CARE	DIRECT CARE SUPERVISION		MONTHS	12	RATE	\$100.00	\$1,200,00
TRANSPORTATION	RTATION		MILES	4,000	RATE	\$0.42	\$1,680.00
TOTAL (Supportive Living)	ortive Living)		2394.00	\$74,679.00		\$8 941 57	\$86 500 57
INDIRECT COSTS	r costs		Indirect (Indirect Cost Percentage	20:00%		\$17.306.11
			D'	DAYS PER YEAR	366		
SUPPORTIVE LIVING PLAN TOTAL	2000			DAILY RATE	\$283.61		\$103,800.69
RESPITE CARE	1 1		r				
DDS ACS 110 (Effective: 03/01/10) Revised: 02/25/10	Clothas Commission						

Exhibit (N2)

ARKANSAS DEPARTMENT OF HUMAN SERVICES DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES

ACS WAIVER PLAN SUPPORTED LIVING ARRAY WORKSHEET (WORD)

Timmie Green					3015629-001		
Individual's Name					Medicaid #		
Total Number of Days in P	lan of (Care Year Se	ervice is Requested:	365	Total	Days DDS Approv	ed:
Supported Living Arra one rate. Fringe can Array components can limited. Supportive I supervisor, transportati lower salary than subm	not exe nnot e Living ion an	ceed 32%. exceed the includes d indirect	Any fringe 25 maximum rate direct salaries costs. Note: If	% or more for the leand fringe staff position	e must be justificated of care, i.e. for supportive	ied. Supporte pervasive, extended living staff di	ed Living ensive or rect care
		TOT	AL REQUESTED		DDS T	OTAL APPROVED	
SERVICE COMPONENT		DAYS	ANNUAL SALARY AND FRINGE AND/OR ANNUAL RATE	BILLING RATE	DAYS	ANNUAL SALARY AND FRINGE AND/OR ANNUAL RATE	BILLING RATE
H2016 Supportive Living	365	Days	\$103,800.60		Days		
S5151 Respite Care A. TOTAL	_	Days			Days		
Level of Care: Pervasive Extensive Limited			Level of	Care		DDS Use	Only
Provider D	eśigne	e/Agency	Signature			Date	-18
ODE UNL I	Revie	ewed by				Date Revi	ewed

9p-8a m-F

	Fringe Calcu	lation		
Schedule	Hours/ Days	Hourly/Daily Rate	Annual Salary	
Salary	262	\$102.30	\$26,802.60	
Regular Hours			,	
			\$0.00	
	Total Salary		\$26,802.60	
Fringe	Rate			
FICA	7.65%		\$2,050.40	
SUTA	3.10%		\$310.00	
Life Insurance			\$0.00	
Retirement			\$0.00	
wc	1.47%		\$394.00	
Health Insurance	\$150.00		\$1,200.00	
		\$3,954.40	14.75%	
Total	Fringe and Salary		\$30,757.00	

Exhibit(N3)

Nightly R

- Never Received

	Fringe Calcu	lation		
	Hours/	Hourly/Daily	Annual	
Schedule	Days	Rate	Salary	_/
Salary				
Regular Hours				
			\$0.00	
	Total Salary		\$0.00	
Fringe	Rate			
FICA	7.65%		\$0.00	
SUTA	1.30%		\$0.00	
Life Insurance			\$0.00	
Retirement			\$0.00	
WC	1.67%		\$0.00	
Health Insurance	/		\$0.00	
	Total Fringe		\$0.00	#DIV/0!
Total	Fringe and Salary		\$0.00	

Fringe	Calculation	

M-F 9p-82

Exhibit(N4)

	Fringe Calcu	lation		
	Hours/	Hourly/Daily	Annual	
Schedule	Days	Rate	Salary	
Salary	262	\$102.30		
Regular Hours	202	\$102.30	\$26,802.60	
			\$0.00 \$26,802.60	
	Total Salary			
Fringe	Rate			
FICA	7.65%		\$2,050.40	
SUTA	3.10%		\$310.00	
Life Insurance			\$0.00	
Retirement			\$0.00	
WC	1.47%		\$394.00	,
Health Insurance	\$150.00		\$1,200.00	-
		\$3,954.40	14.75%	
Total		\$30,757.00		

- Never

	Fringe Calcu	lation		
	Hours/	Hourly/Daily	Annual	
Schedule	Days	Rate	Salary	
Salary				
Regular Hours	104	\$100.00	\$10,400.00	
			\$0.00	
		\$10,400.00		
Fringe	Rate			
FICA	7.65%		\$795.60	
SUTA	1.30%		\$130.00	
Life Insurance			\$0.00	
Retirement			\$0.00	
WC	1.67%		\$173.68	
Health Insurance			\$0.00	
	Total Fringe		\$1,099.28	10.57%
Total	Fringe and Salary		\$11,499.28	

Fringe	Calculation	

State Clothy Connission

RECEIVED

BEFORE THE CLAIMS COMMISSION OF THE STATE OF ARKANSAS

SHERRI CRIMMINS

CLAIMANT

VS.

CLAIM #14-0453-CC

State Claims Commission

JUN 1 8 2014

ARKANSAS DEPARTMENT
OF HUMAN SERVICES,
DIVISION OF DEVELOPMENTAL
DISABILITY SERVICES (DDS) and
DIVISION OF MEDICAL SERVICES (DMS)

RESPONDENTS

Motion to Dismiss

Comes on Respondent, the Arkansas Department of Human Services, Division of Developmental Disability Services ("DDS") and Division of Medical Services ("DMS"), by counsel, and for their Motion to Dismiss or, in the alternative, motion for summary judgment, state as follows:

- 1. The Claimant herein seeks "back pay" and other reimbursement from DDS and DMS claiming "negligence" in not allegedly performing an audit on her private employer, My House, Inc. Claimant asserts that her former employer failed to pay her for work that she performed for the period of October 27, 2012 through May 31, 2013. Claimant's former employer is a defunct DDS service provider who ceased operations in 2013. At no time was Claimant ever employed by DHS, DDS or DMS.
- 2. Claimant's lawsuit here is against both DHS and her private employer, My House, Inc. (depo. 37/25-36/2). Claimant testified that she was not aware that the Claims Commission had no jurisdiction over private companies and was only for claims against the state (depo.

¹ My House, Inc. is not a government agency, entity, board or commission.

on Tuesdays, Wednesdays and Thursdays (depo. 17/22-24). The women's shelter is not a DHS, DDS or DMS program.

- 9. Claimant testified that she had a conversation with her employer where she was told that she would not be paid for services to after 10-26-12. Clamant wrote on the bottom of Exhibit 2 to her deposition "I was told today, last Friday, of 10-26-12 was the last time I will get paid working with Tim Green [client], which was pay period ending 10-26-12. When I asked if we win case, will I get back pay, Kathy said 'Oh, yeah, yeah." Okay. I said Okay." (depo 31/7-11). The exhibit is attached hereto. She stated that she knew that October 26, 2014 was the last day her employer would pay her for working with the client (depo. 31/19-23; 33/13-17).
- 10. Claimant testified the client was earlier determined ineligible for DDS services provided by My House, Inc. and that *Kathy Hall t*old her if the client was reinstated, *My House, Inc. would pay her the back pay* (depo 32/22-33/30. Claimant testified that though the client's eligibility was later reinstated, My House, Inc. failed to pay her the back pay as previously agreed by Kathy Hall (depo. 34/1-9). The company then ceased operations without paying her. Claimant stated that she never asked the client to pay for the services which she provided to him (depo. 26/5-9).
- 11. Claimant testified that DHS, DDS, and DMS did not follow their own protocols and policies because it was her understanding that there were to be yearly audits³ (depo. 46/21-24). However, she stated she could not identify any policy actually violated by DHS, DDS or DMS (depo. 47/12-15). Claimant stated she assets no fraudulent behavior by DHS, DDS or DMS (depo. 48/16-19). She stated she is asserting "negligence of not following through to make

³ Claimant gave no explanation of how the claimed yearly audit would have gotten her the payments from her employer during the period in question.

sure that the Medicaid dollars that were billed for [by the provider] was [sic] not used as they were billed" (depo. 48/19-21), though she then testified that her former employer is currently under state investigation (depo. 48/22-25). She stated that she was supposed to be paid by her employer and her employer was supposed to bill Medicaid but her employer never paid her (depo. 50/11-16).

- 12. Respondents had no contract, written or otherwise, with Claimant to pay her for services claimed to be rendered for My House. Claimant does not assert that Respondents ever agreed to pay or reimburse Claimant for anything. All the agreements and representations were by her employer.
- 13. In addition, Article 5, § 27 of the Arkansas Constitution prohibits any extra compensation to be paid to any officer, agent, employee, or contractor, after the service is rendered, or the contract made. Here, there was no such contract other than with Claimant's private employer, but to the extent any contract is construed, the Arkansas Constitution prohibits any award. Moreover, the state should not be made to pay for the debts of a private employer or for broken promises made between private parties. This is not a just debt of the State of Arkansas.

WHEREFORE, Respondents, DHS, DDS and DMS, move this Commission to deny the claim and discharge Respondents from all liability thereon. There simply is no legal basis in contract or negligence for this claim.

Respectfully submitted,

ARKANSAS DEPARTMENT OF HUMAN SERVICES Division of Developmental Disability Services, Division of Medical Services

By:

Richard Rosen, AR Bar #97164 Office of Policy and Legal Services P.O. Box 1437, Slot S260 Little Rock, Arkansas 72203 (501) 320-6334

rich.rosen@dhs.arkansas.gov

Robard

CERTIFICATE OF SERVICE

This is to certify that I mailed a copy of the foregoing Answer, postage prepaid, this 18th day of June, 2014 to:

Sherri Crimmins 108 Rocky Top Mayflower, AR 72106

SUPPORTIVE LIVING/MEDICAID WAIVER

Waiver Participant: Tim Green 😚	Direct Care Worker: Sherri Crimmins 🕏
INDI	VIDUAL SERVICE OBJECTIVES
1)Personal Grooming Skills	5)House Keeping Skills
2)Medication Management	6)Money Management/Shopping
3)Food Preparation/Kitchen Skills	7)Community Experiences
4)Laundry Skills	8)Personal Information Skills

LEVEL OF ASSISTANCE CODES

(4) 100%-Task completed independently (3) 75%-Task completed with limited prompts (2) 50%-Task completed with many prompts (1)25%-Refusal/No response or inappropriate response (0) 0%-Not independent/task not completed

INDIVIDUAL SERVICE OBJECTIVES PROVIDED:

Time in: a.m

Out: 8:30 a.m.

Monday/Date:11/5/12

Time In: 2 p.m

Time Out: p, m

Service Objectives Worked On: 12357

Level of Assistance: 22223

Progress observations/Comments: Woke up, dress, make bed, Ate and cleaned up afterwards. Finishing readying for work, we left to pick up guys at group home and then on to work force. Brought him home after work. Tim got busy on cleaning the bathroom, then we prepared supper together. Tim ate and then cleaned the pans and the counters and then went outside walking around listening to his music. Tim watched his favorite Monday night shows and then showered and Got ready for bed. Took OTC's as Rxed .

0

Time In: am

Time Out:8:30a.m

Tuesday/Date: 11/6/12

Time In: 2pm

Time Out: pm

Service Objectives Worked On 12357

Level of Assistance 22223

Progress observations/Comments: Tim woke up, dress, make bed and then ate, brush teeth, finish getting ready for work. We left to go to group home to pick up guys and took to Work Force, I took him to his probation appt, Tim says he didn't remember he had an appt today. After work, we headed to the house and Tim showered, due to no funding for Tim, he has now lost the ability to proceed with working on his GED goals. Ate supper, Tim took OTC fish oil / stool softeners as Rxed. Readied for bed. Relaxed and watched tv for a little while before bed.

Was Told Today, Last Friend 10/26/120 MILES
Was The Last themed will get Raid working with
whend cashed it we win case & will get Back Pay

Wally Sand d. Vari you of Contract will get Back Pay

Tim Green

OF THE STATE OF ARKANSAS CLAIM # 14-0453-CC

SHERRI CRIMMINS
CLAIMANT

VS.

ARKANSAS DEPARTMENT
OF HUMAN SERVICES,
DIVISION OF DEVELOPMENTAL
DISABILITY SERVICES (DDS) and
DIVISION OF MEDICAL SERVICES (DMS)
RESPONDENTS



Claimant Request and Response for "NO" Dismissal

From Claimant, the response to a dismissal motion from the Respondents. Claimant denies Respondents motion of dismissal.

- 1. Claimant did not allege Respondents negligence of Respondents not performing audits, Claimant stated, there were no yearly audits that were performed by My House Inc. for at least 4 years, therefore, Respondents kept licensing an agency through their yearly licensure process without any yearly proof during the Respondents yearly licensure how Medicaid dollars are spent, approved by Respondents. Claimant stands firm that IF Respondents would have followed their own policies and Standards, My House Inc. would not have been granted a license year after year to be considered a legit upright DHS DDS DMS licensed agency and for the community people to believe as such, and mainly, staff to be without pay, and clients to have dealt with losses!
- 2. Claimant did list all entities involved in losses on the Arkansas State Claims
 Commission claim form, BUT, since the Claims Commission does not deal with
 entities as My House Inc, they are not the ones brought forth in this hearing.
 Respondents are the ones at hand, that kept licensing an agency that should not
 have been, if Policies and Standards were followed. Respondents stated that I had
 not brought My House Inc. or Kathy Hall to any court. Correct, I have not. IF
 Respondents would not have licensed an agency year after year after year, that
 was NONCOMPLIANT with Respondents policies, and Standards, we would not be
 here. This "private" company as Respondents call it, was licensed for business by

- Respondents. That claims to the world, they are following the RULES, but they were not and should have been discovered by the licensing entities, Respondents.
- 3. The Respondents say, "the Claimant testified that the claim covers period of October 26th, 2012 through May 31st, 2013," which is correct, <u>BUT</u> the first part of the deposition covered 2005 through 2013, my insurance stipend. Respondents asked for a continuance and I agreed that the testimony could continue at a later date. Three months later, we continued adding to the deposition, which by the way, the first part of the deposition was never sent to me as part of the discovery process. What was said in the first part of the deposition is part of the testimony! Therefore, the claim is not limited to that time period.
- Correct, I am seeking for Respondents to make me whole in wages that are due to me through Medicaid billing the Respondents approved.
- 5. Claimant agrees to the extent of no contract between claimant and Respondents.

 Claimant worked for a <u>Licensed</u> agency of Respondents
- 6. Claimant agrees to statement of My House Inc paid my wages, BUT with money billed through approval of Respondents, billed to Medicaid.
- 7. Claimant agrees that Kathy Hall agreed to pay my wages, but, I do not agree that I stated client worked for Work Force during the period of October 26,2013 through May 31,2013 (depo.13/3). I stated he worked during the period of October 26, 2012 through May 31, 2013. Depo.13/3-17 Claimant DENIES the statement by Respondents saying that I said I often clocked out at 2:30 but was still paid the daily rate by My House Inc. (depo. 15/22). Respondents posed a Statement, "I work for DHS, but if I went at 2:00 o'clock this afternoon and worked for somebody else, I would have to take a day off or take some time off from DHS. DHS is not going to pay me while working for somebody else." I responded back, "Yes. And I clocked out on my sheets, but it still was a daily rate". (Depo. 15/17-22 I clocked out at 8:30 a.m. while client was at a day program and clocked back in generally around 2 p.m.
- 8. Claimant denies #8 of what Respondent is saying I said in (depo. 16-4-9). Claimant agrees (Depo 17/24) says I worked at The Women's Shelter, Tuesdays, Wednesdays, and Thursdays (Depo. 17/22-24). I also agree, I worked for someone else while my client was at a day program. The depo also states it would depend on if Tim Green had appointments that I would have to take him to, then I would work with him so he was number one. If he had something going on, I would work with him (depo 18/1-4). Never at any point did my "other" job get in the way of this client, he came first because I got a daily rate! As for the last part of #8, I have no idea if The Women's Shelter is part of Respondents program. It wouldn't matter if they were or weren't, they are not a part of this claim.

- 9. Claimant agrees to the part about I had a conversation with my employer, and the conversation was about me not going to get paid unless we won (depo 31/19-20) Claimant denies saying she knew that October 26, 2014 was the last day her employer would pay her for working with the client. Claimant did state she would not get paid unless we won (depo31/19-25). Claimant did not work almost 8 months as a volunteer, Claimant did not keep Medicaid Waiver notes for almost 8 months, thinking claimant was not going to get back pay! Claimant was told she would get back pay! Back pay includes the whole appeals time(depo 35/23-25) because Kathy Hall knew and fully supported me working with him and wants me paid. (Claimant Exhibit (I)
- 10. Claimant agrees testifying claimant was later reinstated, claimant also testified that claimant was reinstated to the extent to where it should have never been established that he didn't have services. (depo36/3-5 Claimant agrees she did not ask the client to pay for the services claimant provided, why would i do that when we won, I was to get paid for the services I rendered.
- 11. Claimant agrees it was testified that DHS,DDS and DMS did not follow their own protocols and policies, Respondent but Claimant did point out to Respondents 1090 section (depo 47/17). I meant POLICY 1090, but I am sure the attorney I was testifying to knew it was policy 1090 and copies of policies are included in this packet.
- 12. Claimant agrees to no contract with Respondents, this is a case of negligence of not following their own policies and standards. Standards were included in Exhibits. In this packet are included policy Exhibits to be marked as (AA) due to just now being able to find the policy in my own discovery
- 13. Claimant agrees I had no written contract with Respondents. This has nothing to do with a contract with Respondents, it has to do with negligence of licensing an agency year after year who is under contract with Respondents to follow Standards and procedures

Wherefore, Claimant prays to be heard in the formal setting of The Arkansas State Claims Commission and to be granted as such and Respondents Motion of Dismissal NOT be granted. Claimant prays to be made whole in this process.

Respectfully submitted,

By Sherri Crimmins

108 Rocky Top Rd

Mayflower, Ar. 72106

501-733-7721

Suzyg922@yahoo.com

CERTIFICATE O SERVICE

Richard Rosen

Office of Policy and Legal Services

P.O. Box 1437, Slot \$260

Little Rock, Ar. 72203

ARKANSAS DEPARTMENT OF HUMAN SERVICES DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES DDS DIRECTOR'S OFFICE POLICY

LICENSING POLICY FOR CENTER-BASED COMMUNITY SERVICES

- Purpose. This policy has been prepared to implement Ark. Code Ann. 20-48-201 et. seq.
- Scope. This policy is applicable to all Division of Developmental Disabilities
 Services (DDS) staff charged with implementation of licensure standards and to the
 nonprofit community programs and components of nonprofit community programs
 sequired to be licensed by TMDS.
 - A. A nonprofit community program or program component that provides centerbased, nonresidential services to individuals with developmental disabilities is required to be licensed by DDS.
 - B. Providers of Vocational Maintenance and Supported Employment Services must be currently licensed as a supported employment vendor by Arkansas Rehabilitation Services (ARS) and have certified Job Coachea. Continued licensure and job coach certification is a qualification requirement for the period the nonprofit community program is licensed to provide Vocational Maintenance and Supported Employment Services.
 - Further, if a Sheltered Workshop or other adult development service of a nonprofit community program or program component is paying a commensurate wage, the nonprofit community program or program component must maintain current wage and hour certification from the U.S. Department of Labor.
 - C. A nonprofit community program or program component that provides preschool must maintain current licensure in accordance with the Child Care Facility Licensing Act, Ark. Code Ann. 20-78-201 et. seq.
 - D. All educational services provided by a nonprofit community program or program component for school-age children must be approved by the Special Education Section of the Arkansas Department of Education and monitored and regulated by the applicable Local Education Agency in accordance with P.L. 94-142 and rules established by the Special Education Section of the Arkansas Department of Education.

DDS DIRECTOR'S OFFICE POLICY MANUAL DDS Policy 1090, Licensing Policy for Center-Based Community Services Effective November 1, 2007 Page 1 of 28

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Exhibit

3. License.

- A. DDS shall license each qualified nonprofit community program or qualified program component.
- B. A license is valid and effective only for the physical locations reviewed by DDS and the nonprofit community program or program component to which the license is issued.
- C. A license is not transferable to another entity.
- D. A copy of the license for a nonprofit community program and for each program component must be readily accessible and posted in a conspicuous place at the physical location of the nonprofit community program or program component to which the license is issued.
- E. The validity of a license is contingent on continued substantial compliance with applicable licensure standards. A license is subject to corrective action or interim adverse action which may be imposed by DDS at any time upon a finding of substantial noncompliance.
- F. A nonprofit community program or program component may not contract with a nonlicensed entity so that the nonlicensed entity may provide services under the authority of the programs's or program component's license unless:
 - 1) The nonlicensed entity is directed by the same governing body that directs the nonprofit community program or program component holding the license in which case the nonlicensed entity is considered part of the nonprofit community program or program component and is subject to review by DDS, or
 - 2) The nonlicensed entity is providing contract services for the nonprofit community program or program component over which the nonprofit community program or program component has direction. For example, a contract between nonprofit community program or program component for speech therapy services to be provided on behalf of the nonprofit community program or program component and for which the nonprofit community program or program component submits the billing; or
 - 3) The contract between the nonprofit community program or program component and the entity providing services under the license was in existence on October 1, 2007 and is recognized by DDS.

A DDS Licensure Team may include without limitation representatives of any relevant professional entities.

DDS DIRECTOR'S OFFICE POLICY MANUAL DDS Policy 1090, Licensing Policy for Center-Based Community Services Effective November 1, 2007 Page 2 of 28

FIGURE

5. Access. DDS shall have access to the premises, staff, individuals served and their families, and all records of a licensed nonprofit community program or program component at all times for the purpose of conducting Abbreviated Reviews, Licensure Reviews, Service Concern Investigations, or Surveys concerning compliance with applicable licensure standards.

6. Definitions.

- A. "Abbreviated Review" means a targeted on-site evaluation of an accredited nonprofit entity or nonprofit community program or program component for the purpose of determining compliance with specific licensure standards, providing technical assistance, or conducting brief unscheduled or unannounced visits to provide consultation and assistance in support of continued compliance with licensure standards.
- B. "Licensus Review" means the on-site formal evaluation process of an incredited nonprofit entity or nonprofit community program or program component by DDS to assequence of a site and complete and c
- C. "Direct Care Staff" means staff employed by the certified organization who are responsible for implementing an individual's plan of care and providing day to day direct services in accordance with the plan of care and state and federal regulations.
- D. "National Accrediting Organization" means a national accrediting organization with acknowledged expertise and experience in the field of developmental disabilities, such as the Commission for the Accreditation of Rehabilitation Facilities (CARF) or the Council on Accreditation (COA), recognized by DDS. In order to qualify a licensed provider as accredited for purposes of renewing a Regular License based on deemed status, the specific program standards of a National Accrediting Organization shall be consistent with the configuration of services to persons with developmental disabilities in Arkansas.
- E. "Non-Profit Community Program" means a program that provides nonresidential services to persons with developmental disabilities or nonresidential and residential services to persons with developmental disabilities and is licensed by DDS.
- F. "Accredited Non-Profit Entity" means a nonprofit entity that has successfully completed an ongoing accreditation process that is related to the delivery of services to persons with developmental disabilities offered by a national accrediting organization and satisfies the appropriate licensure criteria established by, and is positioned to provide nonresidential services to persons with developmental disabilities upon licensure by DDS because no existing nonprofit

DDS DIRECTOR'S OFFICE POLICY MANUAL DDS Policy 1090, Licensing Policy for Center-Based Community Services Effective November 1, 2007
Page 3 of 28

Exhibit AA(4) Cont

component's receipt of notice of a pending Survey by the National Accrediting Organization

(iii) A nonprofit community program or program component shall submit contemporaneously to DDS its quality improvement plan and any other document submitted to its National Accrediting Organization.

(iv) A nonprofit community program or program component shall authorize its National Accrediting Organization to release information to DDS upon DDS's request.

c).

- (i) No that is this section stall affects. In the case, staff, individuals representative of DDS to have access to the premises, staff, individuals save and their families, and all accounts for the purpose of conducting Abbreviated Reviews, Licensure Reviews, Service Concern Investigations, or Surveys concerning compliance with a sable for the purpose of conducting and the same save and the same sable.
- (ii) DDS reports findings of Abbreviated Reviews, Licensure Reviews, Service Concern Investigations, or Surveys and actions taken to the National Accrediting Organization of the nonprofit community program or program component.
- (iii) A DDS staff member may participate in the entrance conference and exit conference during any survey conducted by the National Accrediting Organization of the nonprofit community program or program component.
- d) Withdrawal of Regular License Based on Deemed Status. DDS may withdraw a Regular Licensure Based on Deemed Status under the following circumstances:
 - (i) When a complaint concerning substantial noncompliance, as designated in Levels 3 and 4 of the Sanctions Matrix, with a health or safety standard is founded;
 - (ii) When an Abbreviated Review, Licensure Review, Service Concern Investigation, or Survey find instances of noncompliance with DDS licensure standards; or
 - (iii) When the national accreditation status of the nonprofit community program or program component has expired, is downgraded, or withdrawn by the National Accrediting Organization.
- e) National Accreditation Not Required. DDS does not require any nonprofit community program or program component to seek or submit to accreditation by a National Accrediting Organization.

When a nonprofit community program or program component is not accredited by a national accrediting organization, DDS conducts a Licensure Review of the program or program component as required by this rule.

DDS DIRECTOR'S OFFICE POLICY MANUAL DDS Policy 1090, Licensing Policy for Center-Based Community Services Effective November 1, 2007 Page 9 of 28

STATE CLAIMS COMMISSION DOCKET OPINION

	OPINI	ON	
Amount of	Claim \$ 81,334,04		Claim Nd. 19-0453-CC
		Attorneys	
	Sherri Crimmins Claimant	Pro se	Claimant
	DHS/Division of Developmental Disability Serv Division of Medical Services	rices Richard Rosen, Attor	ney
State of Ar	kansas Respondent		Respondent
Date Filed	December 5, 2013	Type of Claim	Breach of Contract
	FINDING OF	FACTS	
	This claim was filed for breach of contract in Department of Human Services/Division of Division of Medical Services.	n the amount of \$81,334 Developmental Disabili	4.04 against the Arkansas ities Services and the
	Present at a hearing July 10, 2014, was the C by Richard Rosen, Attorney.	laimant, pro se, and the	e Respondent, represented
	The Claims Commission hereby unanimousl the Claimant was not an employee of the Res services to the Respondent. Should the Resp provided by the Claimant, the Respondent sh Claimant, not her former employee if that is	spondent but of a private condent recover any Me could request that those	te company providing
	Therefore, this claim is hereby unanimous	ly denied and dismiss	ed.
	IT IS SO ORDERED.		
	(See Back of Opin	ion Form)	
	CONCLUS	ION	
	Upon consideration of all the facts, as stated unanimously grants the Respondent's "Medismissed.	above, the Claims Comption to Dismiss". Thi	nmission hereby is claim is denied and
Date of Hea	ringJuly 10, 2014		
		NA dt	100
Date of Disp	July 10, 2014	R-10-	Chairman
	1-	- Dul	Commissioner

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OF THE STATE OF ARKANSAS

CLAIM # 14-0453-CC



SHERRI CRIMMINS
CLAIMANT

VS.

ARKANSAS DEPARTMENT
OF HUMAN SERVICES,
DIVISION OF DEVELOPMENTAL
DISABILITY SERVICES (DDS) and
DIVISION OF MEDICAL SERVICES (DMS)
RESPONDENTS

Appeal hearing request before the General Assembly

This is an official request for Claimant's claim to be heard by the State of Arkansas.

Claimant did NOT state a Breach of Contract on claim form; I stated neglect of people not doing their jobs. As time went on and more and more discovery took place, my case of the negligence of people not doing their jobs came more and more evident, mainly being, DDS,DHS, DMS not following their own policies and Standards and therefore licensed an agency for at least 4 years of NON-compliance with Respondents very own Standards. My Exhibits show this being evident, and my witness, Medicaid Fraud Control Unit Investigator to verify the fact that no evidence can be found of a Board of Directors for at least 4 years and no audits done by agency and in turn the Respondents for said time. Therefore, no evidence of the Respondents to review/examine where or how, "We the People", tax dollars are being spent. As stated in a letter from Respondents to the Arkansas State Claims Commission, dated February 19, 2014, the Respondents were well aware this was NOT a case I filed for Breach of Contract but as stated in my complaint, a case of neglect. The Respondents are the Medicaid authority as stated in my Exhibit (E). My many Exhibits are a record on file for this case of negligence. Licensing was supplied by the Respondents, telling the world, this agency was in compliance, when they definitely were NOT. Due to this negligence, I could only assume I was working for a DDS compliant, upright agency and everybody was doing their jobs to monitor and review/examine as such

Sincerely,

Sherri Crimmins

108 Rocky Top Rd Mayflower, Ar. 72106

501-733-7721 Dated: 7/21/14

D0047