

Veteran Programs Rights, Responsibilities, and Program Rules



VETSTAR: TASK & PURPOSE

Welcome to VetStar, the Veteran Services Division of StarCare Specialty Health System (StarCare). VetStar serves those who served by connecting veterans and their families to resources during times of transition. StarCare is a 501(c)3 and local mental health authority.

Our goal is to make veterans successful in achieving their goals. Our staff are veterans and their families who have experienced similar challenges and successes in navigating veteran resources. We work with local veteran service organizations to bring services to fit those needs.

The programs and services administered are provided through a variety of private, local, state, and federal funding sources.

VETSTAR PROGRAMS – AN OVERVIEW

VetStar administers programs that offer services to qualified applicants. Qualified applicants have specific **rights and responsibilities** while participating in these programs. Participation in VetStar programs requires adhering to **participation rules** that apply to all programs, and which are detailed in this document. This program delivery is in addition to any other specific requirements of that particular program. Qualification criteria differ by program and may include applicants providing supporting documentation, agreeing to conditions of performance, and participation in activities in exchange for services. Services are program-specific and may include peer support, case management, and financial assistance coordinated among VetStar programs and projects.

ACCESSING VETSTAR

- **Hours of Operation:**
Monday – Friday
0800 – 1200
1300 – 1700
- **After Hours:** Appointment Only
- **Phone:** 806-470-9317
- **Email:** help@vetstar.org
- **Fax:** 806-740-1471
- **Online:** www.vetstar.org
- **Facebook:** facebook.com/VetStar.VRCG
- **Amarillo Office:**
Family Support Services
Veterans Resource Center
800 Rusk Street
Amarillo, TX 79106
- **Lubbock Office:**
StarCare Provider Center
3804 I-27 Frontage Road
Lubbock, TX 79412
- **Correspondence:**
StarCare Specialty Health System
Attention: VetStar
P.O. Box 2828
Lubbock, TX 79408

EMERGENCY & AFTER-HOUR RESOURCES

- **Emergency Services:** If you feel you are experiencing an emergency, **Call 911**
- **National Suicide Prevention Lifeline:**
Call 988
- **Veteran's Crisis Line:** **Call 988, OPTION 1** or text **838255**
- **Homeless Veteran's Hotline:**
1-877-4AID VET (1-877-424-3838)
- **National Domestic Violence Hotline:**
1-800-799-SAFE (1-800-799-7233)
- **Texas 2-1-1 Resource Center:** Call 211

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VETERAN RIGHTS

1. You have the right that information collected relating to your participation in our programs will not be released without your informed consent, with the exception of records subpoenaed by a court of law.
2. You have the right to be treated with respect and consideration. You have the right to have your property treated with respect.
3. You may not be denied eligible services on the basis of race, religion, color, national origin, sex, age, disability, political beliefs, marital, familiar or veteran status, genetic information or inability and/or unwillingness to contribute.
4. You have the right to participate in the development of a care plan to address unmet needs, if program applicable.
5. You have the right to be informed in writing of available services and the applicable charges if those services are not covered or are unavailable.
6. You have the right to make an independent choice of service providers from the list furnished by staff where multiple service providers are available and change service providers when desired.
7. You have the right to be informed of any change in services.
8. You have the right to make a voluntary, confidential, contribution for services received. Services will not be denied if an eligible participant is unable or chooses not

to contribute. All contributions will be kept confidential and will be utilized to expand or enhance the services for which they were intended.

9. You have the right to make a complaint/grievance or recommend changes to policy or services without restraint, interference, coercion, discrimination, or reprisal. To make a formal complaint, grievance, or suggestion, follow the procedure listed here:
 - a. **Suggestions.** We welcome suggestions to enhance our procedures, policies, and services. You are welcome to make suggestions to any of the contact listed in *Accessing VetStar* (page 1).
 - b. **Informal Complaints/Grievances.** The first step in the grievance process is for an attempt to be made to resolve the grievance by informal conference with the program staff person who initially assisted the participant. An informal conference can take place in person with program staff by appointment and if at all possible the conference will occur within five (5) business days of the original complaint/grievance. If these informal conferences do not result in a resolution of the problem(s) that is satisfactory, you may file a formal, written grievance.
 - c. **Formal Complaints/Grievances.** Formal grievances must be in writing and include elements specified in the informal complaint. Formal written complaints will include the names of the individuals involved, signed by the participant, reference the regulation believed to have been violated, and presented to the Director of Veterans Services within ten (10) business days following the alleged grievance. Copies

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of all documentation, if applicable, relating to the grievance must be included for review. A statement of the specific remedial action requested by the participant must be included. The director shall, whenever possible, respond to the participant in writing within ten (10) business days following the date of receipt of the formal written grievance. Upon grievance resolution, parties to the grievance will jointly notify each level of authority involved in writing. If veteran or family member wishes to appeal this decision, he or she may appeal to the grant program directly in their personal capacity. The Director of Veterans Services contact information follows:

- i. Steven Lara
Veteran Programs Director
StarCare Specialty Health System
Office: 806-470-9317
sjlara@vetstar.org

- d. **Consumer Rights Violation.** If a veteran or family member believes that their consumer rights have been violated, they may call:

- i. Jeanie Benitez
Consumer Relations Director
StarCare Specialty Health System
Office: 806-766-0332
Mobile: 806-789-2546
jbenitez@starcarelubbock.org

VETERAN RESPONSIBILITIES

1. You have the responsibility to inform the appropriate program or its service providers of your intent to withdraw from the program or any known periods of absenteeism when services will not be utilized.
2. You have the responsibility to provide the appropriate program or its service providers with complete and accurate information upon request.

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PARTICIPATION RULES

1. I understand that any service I receive from VetStar programs will be paid for, in whole or in part, by state and federal grants, including from the Texas Veterans Commission and United States Department of Veterans Affairs.
2. I understand that program services are not guaranteed and may be modified, suspended, or terminated at any time without prior written notice. This may be based on operational needs such as program guidelines, funding availability, staff capacity, or participant compliance with program rules.
3. I agree to report complete and accurate information upon request by VetStar staff for myself and all household members who will receive services through VetStar. Information may include demographics, supporting documents, and references. I understand that failure to provide complete and accurate information upon request may result in the delay or denial of eligibility and services.
4. I agree that falsifying, omitting or not reporting information regarding my household's eligibility, participation, and compliance with VetStar programs may violate federal and state law and may result in termination for cause from VetStar programs and reporting to the respective programs' Office of Inspector(s) General and law enforcement for investigation. This includes:
 1. Knowingly making a false entry in, or false alteration of, a governmental record;
 2. Making, presenting, or using any record, document, or thing with knowledge of its falsity and with intent that it be taken as a genuine governmental record;
 3. Intentionally destroying, concealing, removing, or otherwise impairing the verity, legibility, or availability of a governmental record to falsify entry into programs;
 4. Making, presenting, or using a governmental record with knowledge of its falsity; or
 5. Possessing, selling, or offering to sell a governmental record with knowledge that it was obtained unlawfully.
5. Additionally, agreement to receive services means me and my household, to the best of my knowledge and ability, all of the information used in making this eligibility determination submitted on behalf of your household is true and complete.
6. Agreement to receive services means you and your household will not hold StarCare Specialty Health System or VetStar liable for claims or expenses incurred while enrolled in program services without the program's written consent or that are otherwise not covered or are unavailable.
7. I agree to not participate in criminal activity while enrolled in VetStar programs and understand that VetStar staff are obligated by law to report certain suspected criminal activity including the abuse and neglect of children, the elderly, and disabled adults.
8. I understand all service(s) not pledged for payment by VetStar are the responsibility of the veteran. VetStar is not liable for any charge(s) the veteran incurs while enrolled in a VetStar program without the programs' written consent or that are otherwise not covered or are unavailable.
9. Me and my household are not related to the VetStar program through family, business or other personal ties that have not been disclosed and approved by the program supervisor or other appropriate oversight.
10. Compliance in VetStar programs may require regular participation in care planning activities and services, including the development and performance of individualized goal plan(s). Goals will be specific, measured, attainable, relevant, and time-based (S.M.A.R.T.) and developed in collaboration with VetStar staff who may offer resources and strategies to achieve those goals. VetStar staff will monitor goal

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performance and determine continued eligibility for program services at regular intervals. Households agree to meet at a determined time to provide complete and accurate information to maintain program eligibility.

11. Service(s) not obligated or pledged for payment by VetStar are the responsibility of the veteran. VetStar is not liable for any charge(s) the veteran incurs while enrolled in a VetStar program without the programs' written consent, that are otherwise not offered by the programs, or are otherwise unavailable.
12. For services obligated by VetStar the household must follow all rules and regulations set forth by that vendor providing the service, including hotel policies and lease terms. Veteran households will be held liable for damage to property and overcharges due to a failure to maintain property or participate in services as agreed upon with VetStar staff or vendors.
13. VetStar reserves the right to enter any residence funded by VetStar if staff are concerned for my safety or has reason to believe that criminal activity is taking place. I understand that VetStar reserves the right to conduct welfare room checks and inspections of properties funded by VetStar. If I receive emergency housing assistance, I will not allow individuals not enrolled in my household to stay in my room without the prior approval of VetStar.
14. Failure to comply with the rules set forth in this agreement and care planning activities may result in termination from VetStar programs. Termination from the program results in the termination of services and may result in the removal from temporary housing or an eviction from my permanent housing.
15. VetStar reserves the right to terminate services and exit the household from program enrollment. Reasons for termination may include but are not limited to:

1. Successfully completing program
 2. Leaving before program was completed
 3. Non-payment of rent or occupancy charge
 4. Non-compliance with program services and care planning
 5. Criminal action/property destruction
 6. Maximum time allowed in program
 7. Needs could not be met by program
 8. Disagreement with rules and staff
 9. Death
 10. Termination for Cause
16. VetStar reserves the right to terminate program enrollment and services for cause. **Termination for cause is a serious program violation** and reflects activities by the veteran household that seriously disrupt program operations. Termination for cause includes but is not limited to:
1. Program abandonment: veteran has not responded to engagements for 90 days.
 2. Veteran engaged in criminal activity that threatens the health, safety and security of themselves or others.
 3. Veteran commits program theft, vandalism, or destruction of program property.
 4. Veteran threatened, or appearing to threaten, the physical or psychological safety of staff or others.
 5. Veteran engages in belligerent behavior(s) that disrupt regular operations, including nuisance calls.
 6. Veteran violated the program service delivery agreement, including failure to report information like family size and income, or otherwise falsified information or documents to gain services.

SUPPORTING DOCUMENTATION

Depending on what program you are interested in we may ask for supporting documentation listed below, including to verify veteran status, assets, income, expenses, legal, and supportive services. Supporting documentation requested by VetStar staff is required by programs to authorize participation (“enroll”).

- VetStar reserves the right to decide which documents to accept for verification.
- Documentation must be clear and legible.
- VetStar is not responsible for the upkeep and maintenance of the consumer’s documents and will not hold documents for storage.
- VetStar reserves the right to modify documentation requirements without prior written notice.

Veteran Documentation Examples.

- DD Form 214 Certificate of Release Discharge from Active Duty
- Full name, date of birth and social security number for SQUARES 2.0 Printout
- Veteran Health Administration (VHA) Veteran’s Identity card
- VA Photo ID Card
- Veterans Benefits Administration (VBA) Statement of Service (SOS)
- VISTA printout from VHA healthcare provider
- VA Hospital Inquiry System (HINQS)
- VBA award letter for connected disability payment & non-service-connected pension
- NA Form 13038

Asset Documentation Examples.

- Interest & Dividend Income Current amounts in savings accounts and the average balance for the last six months for checking accounts. Also include cash held at home or in a safe deposit box.

- Cash value of revocable trusts. A revocable trust can be changed by the grantor at any time and is therefore counted as an asset
- Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset
- Stocks, bonds, savings certificates, money market funds and other investment accounts
- IRA, Keogh and similar retirement savings accounts, even though the withdrawal would result in a penalty
- Some contributions to company retirement/pension funds. Include contributions while an individual is employed, count only the amount the family can withdraw without retiring or terminating employment. After retirement or terminating, count as an asset any amount the employee elects to receive as a lump sum
- Surrender value of whole life or universal insurance policy
- Personal property held as an investment (such as gems, jewelry, coin collections, antiques, etc.)
- Lump sum receipts such as inheritances, lottery winnings, capital gains, insurance settlements and other lump sum amounts
- Assets disposed of for less than fair market value during the two years preceding certification or re-certification. The amount counted as an asset is the difference between the cash value and the amount actually received
- Assets, which although owned by more than one person, allow unrestricted access by the applicant

Income Documentation Examples

- Earned Income—Wages, Salaries, etc. for any member of the household over the age of 18. Note: Wages that are garnished are included as earned income
- Self-Employment/Business Income
- Interest & Dividend Income
- Pension/Retirement Income
- Unemployment & Disability Income (excluding lump sum payments)
- TANF/Public Assistance, including the portion of the grant designated for child(ren)
- Alimony and Child Support Income
- Armed Forces Income
- Veteran Benefits Administration Service Connection & Non-service Connection Benefit
- The Post 911 GI Bill Subsistence Payment (Housing Stipend)
- Chapter 11 Transition Assistance

Legal Documentation Examples

- Government picture identification
- Social Security cards
- Marriage Certificates
- Guardianship letters
- Eviction notice
- Notice to vacate within 30 days
- Lease

Supportive Service Documentation Examples

- Referral letters
- References
- Statement of arrears and past-due notice
- Verification by a shelter or institution