

STATE OF VERMONT

HUMAN SERVICES BOARD

In re) Fair Hearing No. M-09/17-451
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Appeal of)
)

INTRODUCTION

The petitioner appeals the decision by the Department for Children and Families, Economic Services Division to implement written agreements the petitioner made, as a condition of receiving General Assistance (GA), that the Department be reimbursed by the Social Security Administration from any retroactive award of SSI benefits the petitioner received for months he also received GA. The following facts are based on the representations of the parties at a hearing held on October 12, 2017, and on written records provided by the parties at and pursuant to that hearing.

FINDINGS OF FACT

1. The petitioner received GA benefits on a monthly basis starting at least as of July 2015. For all of this time he was also in the process of applying for, or appealing

the denial of, SSI benefits from the Social Security Administration (SSA).

2. As a condition of his receiving GA, the Department has periodically (once a year) required the petitioner to sign an **Authorization for Interim Assistance Reimbursement** form whereby the petitioner has authorized the Social Security Administration to send all or part of any initial SSI check to the Department so that the Department can reimburse itself for any GA it has paid the petitioner during any months for which the petitioner received a retroactive SSI payment.

3. The petitioner signed such agreements on July 1, 2015; July 12, 2016; and July 26, 2017. The petitioner admits to signing the first two agreements. Based on a copy of the latter agreement provided by the Department, his claim that his signature on that particular agreement was "forged" is deemed facially incredible.

4. In August 2017 the petitioner was found eligible for SSI. His eligibility included a substantial retroactive award starting in April 2015 for all or most of the months his appeals were pending. Under federal provisions in the Social Security Act (see below) the Social Security Administration sent a portion of the petitioner's retroactive

award check to the Department. On August 25, 2017 the Department notified the petitioner that it had received \$6,660 as "reimbursement" from his SSI for GA it paid the petitioner during the months his SSI was pending, which were included in the petitioner's retroactive SSI award.

5. At the hearing the petitioner did not dispute the Department's calculation of the amount of GA it paid to the petitioner in the months covered by his retroactive award of SSI. Those amounts consisted of a maximum "housing allowance" payment of \$198 a month and a maximum payment for "personal needs" of \$56 a month, beginning on July 1, 2015, and continuing uninterrupted through July 26, 2017. All of those months were included in the petitioner's retroactive SSI award.

6. The petitioner's actual rent during those months was \$400 a month. For all or most of the retroactive period, the petitioner had reported to SSA that his "income" was \$202 a month, which was the difference between his actual rent and his GA housing allowance. It is not known who, if anyone, paid the balance of the petitioner's rent for those months. However, it appears that the Social Security Administration, besides reimbursing the Department for the GA it paid in the petitioner's behalf during those months, also deducted a

monthly amount of \$182 (\$202 minus a standard \$20 disregard) from its retroactive award check to the petitioner based on the "income" he had reported on his SSI application.

7. There is no evidence whatsoever that the Department received any payment from the Social Security Administration that is in excess of the amounts of GA it paid to the petitioner during the months in question. If the petitioner still believes he has been "double charged" (i.e. that the \$202 remainder of his rent each of those months was *not* "income", as he had reported), he is free to pursue this grievance against the Social Security Administration.

ORDER

The Department's decision is affirmed.

REASONS

Federal regulations specifically allow states to require recipients of basic cash assistance to agree to reimburse the state for any such assistance paid during the pendency of an application for SSI if the recipient subsequently receives retroactive SSI benefits for the same period. See 20 C.F.R. § 416, Subpart P. The Vermont regulation pertaining to such reimbursements is Rule § 2610C, which provides as follows:

General Assistance shall be furnished with the understanding that when a recipient subsequently acquires benefits or resources in any amount from: an inheritance; case prize; sale of property; retroactive lump sum Social Security, Veterans or Railroad Retirement benefits; or court awards or settlements; he/she shall be required to make reimbursement for the amount of aid furnished during the previous two years.

SSI/AABD Applicants

The GA applicant or GA household member who has a pending SSI/AABD application, or who is being referred by the department to the Social Security Administration (SSA) to apply for SSI/AABD, must sign a Recovery of General Assistance Agreement which authorizes SSA to send the initial check to this department so that the amount of GA received can be deducted. Regardless of the amount of the initial SSI/AABD payment, the deduction shall be made for GA issued during the period from the first day of eligibility for SSI/AABD, or the day the Recovery of General Assistance Agreement is signed, if later, to the date the initial SSI/AABD check is received by the department.

When the SSI grant does not include all members of the GA household, the deduction shall be for a prorated portion of GA granted, to reflect only those included in the SSI/AABD grant.

The department shall send any remainder due to the SSI/AABD recipient within 10 days. An exception to this provision applies to individuals whose SSI is based on drug addiction or alcoholism. After SSI is granted and SSA has reimbursed Vermont for GA received, SSA will pay the remainder of the initial SSI/AABD payment to the recipient's representative payee.

In this case there is no question that the Department followed the above regulation both in requiring the petitioner to sign SSI reimbursement agreements and in deducting the amount of GA it paid the petitioner during the

months covered by his retroactive SSI award. There are no exceptions in the regulations regarding who is required to sign such agreements before, *and as a condition of*, receiving GA. Even if the petitioner in this case did not fully understand the agreements he signed, he simply would not have received any GA if he hadn't signed them. Thus, the Board is required to affirm the Department's decision in this matter.

3 V.S.A. § 3091(d), Fair Hearing Rule No. 1000.4D.¹

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¹ The Board has no jurisdiction under its statute and rules to consider any grievance the petitioner might have against the Social Security Administration.