

Oklahoma Health Care Authority

The Oklahoma Health Care Authority (OHCA) values your feedback and input. It is very important that you provide your comments regarding the proposed rule change by the comment due date. Comments can be submitted on the OHCA's [Proposed Changes Blog](#).

OHCA COMMENT DUE DATE: March 3, 2022

The proposed policy changes are Permanent Rules. The proposed policy changes were presented at the January 4, 2022, Tribal Consultation. The proposed rule changes will be presented at a Public Hearing on March 8, 2022. Additionally, this proposal is scheduled to be presented to the Medical Advisory Committee on March 10, 2022, and the OHCA Board of Directors on March 16, 2022.

REFERENCE: APA WF 21-38B

SUMMARY: Developmental Disabilities Services (DDS) Updates for Specialized Foster Care, Agency Companion, Employment Services and Self-Directed Services — The proposed revisions to the DDS policy will address agency companion services, guidelines to staff, specialized foster care, value-based payments, and self-directed services. Additional revisions will correct formatting and grammatical errors, as well as align policy with current business practices.

LEGAL AUTHORITY:

The Oklahoma Health Care Authority Act, Section 5007 (C)(2) of Title 63 of Oklahoma Statutes; The Oklahoma Health Care Authority Board; Section 162 and 1025.1 et seq. of Title 56 of the Oklahoma Statutes; and the 21st Century Cares Act.

RULE IMPACT STATEMENT:

STATE OF OKLAHOMA OKLAHOMA HEALTH CARE AUTHORITY

SUBJECT: Rule Impact Statement
APA WF # 21-38B

A. Brief description of the purpose of the rule:

The proposed revisions to the DDS policy will add and provide new guidelines to staff that address provisions for the member's safety including: requirements for member's pets; appropriate supervision as it relates to unrelated habilitation training specialist staffing the home; and outlining actions taken by the provider following an injury to the service recipient. Other revisions will add language to clarify home standard exceptions concerning when adult members will be allowed to share bedrooms; the exception for the division director or designee to allow use of non-traditional bedding for temporary respite; and bedding types that are not usually allowed.

Additional revisions to the specialized foster care (SFC) section include language to outline substitute supervision criteria. Revisions will also update SFC travel requirements to clarify transportation limits for vacation and what are considered non-covered trips. Other revisions will update the minimum contribution fee from \$250 to \$300 per month for the SFC providers who serve adults. New language will also provide clarification on the case manager's role in reporting issues of concern.

Further revisions will add job coaching as a self-directed service in the In-Home Supports Waiver for Adults, In-Home Supports Waiver for Children, and the Community Waiver when the member lives in a non-residential setting.

Finally, revisions will update and remove outdated language and definitions, remove obsolete references, revoke/combine sections to comply with Executive Order 2020-03, which requires state agencies to reduce unnecessary and outdated rules. Revisions will also correct formatting and grammatical errors, as well as align policy with current business practices.

- B. A description of the classes of persons who most likely will be affected by the proposed rule, including classes that will bear the cost of the proposed rule, and any information on cost impacts received by the agency from any private or public entities:

Persons most affected by the proposed rule changes will be DDS members who are eligible and receive Habilitation services. This rule should not place any cost or burden on private or public entities.

- C. A description of the classes of persons who will benefit from the proposed rule:

Persons who will benefit from this proposed rule changes will be DDS members. The proposed rule revisions improve services to individuals with intellectual and developmental disabilities; support DDS goals of improving vulnerable Oklahomans' quality of life by increasing individuals' abilities to lead safer, healthier, more independent, and productive lives; and to comply with federal requirements.

- D. A description of the probable economic impact of the proposed rule upon the affected classes of persons or political subdivisions, including a listing of all fee changes and, whenever possible, a separate justification for each fee change:

There is no economic impact and there are no fee changes associated with the rule change for the above classes of persons or any political subdivision.

- E. The probable costs and benefits to the agency and to any other agency of the implementation and enforcement of the proposed rule, the source of revenue to be used for implementation and enforcement of the proposed rule, and any anticipated effect on state revenues, including a projected net loss or gain in such revenues if it can be projected by the agency:

The proposed rule changes are budget neutral.

- F. A determination of whether implementation of the proposed rule will have an economic impact on any political subdivisions or require their cooperation in implementing or enforcing the rule:

The proposed rule will not have an economic impact on any political subdivisions or require their cooperation in implementing or enforcing the rule.

- G. A determination of whether implementation of the proposed rule will have an adverse effect on small business as provided by the Oklahoma Small Business Regulatory Flexibility Act:

The proposed rule will not have an adverse effect on small businesses as provided by the Oklahoma Small Business Regulatory Flexibility Act.

- H. An explanation of the measures the agency has taken to minimize compliance costs and a determination of whether there are less costly or non-regulatory methods or less intrusive methods for achieving the purpose of the proposed rule:

The agency has taken measures to determine that there is no less costly or non-regulatory method or less intrusive method for achieving the purpose of the proposed rule.

- I. A determination of the effect of the proposed rule on the public health, safety, and environment and, if the proposed rule is designed to reduce significant risks to the public health, safety, and environment, an explanation of the nature of the risk and to what extent the proposed rule will reduce the risk:

The proposed amendments bring the rules into compliance with federal and state law, thereby increasing program effectiveness and positively impacting the health, safety, and well-being of affected individuals.

- J. A determination of any detrimental effect on the public health, safety, and environment if the proposed rule is not implemented:

The agency does not anticipate any detrimental effect on the public health, safety, or environment if the proposed rule changes are not implemented.

- K. The date the rule impact statement was prepared and if modified, the date modified:

Prepared: January 28, 2022

RULE TEXT:

**TITLE 317. OKLAHOMA HEALTH CARE AUTHORITY
CHAPTER 40. DEVELOPMENTAL DISABILITIES SERVICES**

SUBCHAPTER 5. MEMBER SERVICES

PART 1. AGENCY COMPANION SERVICES

317:40-5-5. Agency companion services (ACS) provider requirements and responsibilities

~~(a) Companions are required to meet all applicable standards outlined in this subchapter and competency-based training per Oklahoma Administrative Code (OAC) 340:100-3-38. The provider agency ensures all companions meet the criteria in this Section. The member or legal guardian, the provider agency, or Oklahoma Human Services (OKDHS) Developmental Disabilities Services (DDS) case manager may identify an applicant to be screened for approval to serve as a companion.~~

~~(b) Failure to follow any rules or standards, failure to promote the independence of the member, or failure to follow recommendation(s) of the personal support team (Team) results in problem resolution, per OAC 340:100-3-27, for the companion, and when warranted, revocation of approval of the companion. DDS approval for a person to provide contracted Agency Companion Services (ACS) requires the applicant to:~~

~~(1) Be twenty-one (21) years of age or older;~~

~~(2) Attend DDS or provider agency ACS orientation;~~

~~(3) Contract with a provider agency that has a current contract with Oklahoma Health Care Authority (OHCA) to provide ACS;~~

~~(4) Complete the DDS application packet within the required time period, per Oklahoma Administrative Code (OAC) 317:40-5-40, and to submit the packet to designated DDS staff or the provider agency staff;~~

~~(5) Cooperate with designated DDS or provider agency staff in the development and completion of the home profile approval process, per OAC 317:40-5-40; and~~

~~(6) Complete all training per OAC 340:100-3-38, including medication administration training, and all provider agency pre-employment training, per OAC 317:40-5-40.~~

~~(c) The companion:~~

~~(1) Ensures no other adult or child is cared for in the home on a regular or part-time basis, including other Oklahoma Department of Human Services (OKDHS) placements, family members, or friends without prior written authorization from the Developmental Disabilities Services (DDS) area residential services programs manager or state office residential services programs manager;~~

~~(2) Meets the requirements of OAC 317:40-5-103. Neither the companion nor the provider agency may claim transportation reimbursement for vacation travel;~~

~~(3) Transports or arranges transportation for the member to and from school, employment programs, recreational activities, medical appointments, and therapy appointments;~~

~~(4) Delivers services in a manner that contributes to the member's enhanced independence, self-sufficiency, community inclusion, and well-being;~~

~~(5) Participates as a member of the member's Team and assists in the development of the member's Individual Plan (Plan) for service provision;~~

~~(6) Develops, implements, evaluates, and revises the training strategies corresponding to the relevant outcomes for which the companion is responsible, as identified in the Plan. The companion may request assistance from the case manager or program coordinator. The companion documents and provides monthly data and health care summaries to the provider agency program coordination staff;~~

- ~~(7) Delivers services at appropriate times as directed in the Plan;~~
- ~~(8) Does not deliver services that duplicate the services mandated to be provided by the public school district pursuant to the Individuals with Disabilities Education Act (IDEA);~~
- ~~(9) Is sensitive to and assists the member in participating in the member's chosen religious faith. No member is expected to attend any religious service against his or her wishes;~~
- ~~(10) Participates in, and supports visitation and contact with the member's natural family, guardian, and friends, when visitation is desired by the member;~~
- ~~(11) Obtains permission from the member's legal guardian, a guardian is assigned, and notifies the family, the provider agency program coordination staff, and the case manager prior to:
 - ~~(A) Traveling out of state;~~
 - ~~(B) Overnight visits; or~~
 - ~~(C) Involvement of the member in any publicity;~~~~
- ~~(12) Serves as the member's health care coordinator, per OAC 340:100-5-26;~~
- ~~(13) Ensures the monthly room and board contribution received from the member is used toward the cost of operating the household;~~
- ~~(14) Assist the member in accessing entitlement programs for which the member may be eligible and maintains records required for the member's ongoing eligibility;~~
- ~~(15) Works closely with the provider agency program coordination staff and the DDS case manager, to ensure all aspects of the member's program are implemented to the satisfaction of the member, the member's family or legal guardian, when appropriate, and the member's Team;~~
- ~~(16) Assist the member to achieve the member's maximum level of independence;~~
- ~~(17) Submits, in a timely manner, to the provider agency program coordination staff all necessary information regarding the member;~~
- ~~(18) Ensures the member's confidentiality is maintained per, OAC 340:100-3-2;~~
- ~~(19) Supports the member in forming and maintaining friendships with neighbors, co-workers, and peers, including people who do not have disabilities;~~
- ~~(20) Implements training and provides supports that enable the member to actively join in community life;~~
- ~~(21) Does not serve as representative payee for the member without a written exception from the DDS area residential services programs manager or state office residential services program manager.
 - ~~(A) The written exception and approved DDS home profile are retained in the member's home record.~~
 - ~~(B) When serving as payee, the companion complies with OAC 340:100-3-4 requirements;~~~~
- ~~(22) Ensures the member's funds are properly safeguarded;~~
- ~~(23) Obtains prior approval from the member's representative payee when making a purchase of over fifty dollars (\$50) with the member's funds;~~
- ~~(24) Allows provider agency and DDS staff to make announced and unannounced visits to the home;~~
- ~~(25) Develops an Evacuation Plan, using (OKDHS) Form 06AC020E, Evacuation/Escape Plan, for the home and conducts training with the member;~~
- ~~(26) Conducts fire and weather drills at least quarterly and documents the fire and weather drills using OKDHS Form 06AC021E, Fire and Weather Drill Record;~~

- ~~(27) Develops and maintains a personal possession inventory for personal possessions and adaptive equipment, using OKDHS Form 06AC022E, Personal Possession Inventory;~~
- ~~(28) Supports the member's employment program by:~~
- ~~(A) Assisting the member to wear appropriate work attire; and~~
 - ~~(B) Contacting the member's employer as outlined by the Team and in the Plan;~~
- ~~(29) Is responsible for the cost of the member's meals and entertainment during recreational and leisure activities. Activities must be affordable to the member. Concerns about affordability are presented to the Team for resolution;~~
- ~~(30) For adults, reports suspected maltreatment including abuse, verbal abuse, sexual abuse, neglect, financial neglect, or exploitation of a vulnerable adult per Section 10-104 of Title 43A of the Oklahoma Statutes, to the OKDHS Office of Client Advocacy (OCA);~~
- ~~(31) For children, reports abuse, neglect, sexual abuse, or sexual exploitation per Section 1-2-101 of Title 10A of the Oklahoma Statutes to the Child Abuse and Neglect Hotline at 1-800-522-3511;~~
- ~~(32) Follows all applicable rules promulgated by the Oklahoma Health Care Authority and DDS, including:~~
- ~~(A) OAC 340:100-3-27;~~
 - ~~(B) OAC 340:100-3-34;~~
 - ~~(C) OAC 340:100-3-38;~~
 - ~~(D) OAC 340:100-3-40;~~
 - ~~(E) OAC 340:100-5-22.1;~~
 - ~~(F) OAC 340:100-5-26;~~
 - ~~(G) OAC 340:100-5-32;~~
 - ~~(H) OAC 340:100-5-33; and~~
 - ~~(I) OAC 340:100-5-50 through 340:100-5-58.~~
- ~~(33) Is neither the member's spouse, nor when the member is a minor child, the member's parent. A family member servicing as companion must meet all requirements listed in this Subchapter; and~~
- ~~(34) Is not the Chief Executive Officer of a provider agency. Companions are required to meet all applicable standards outlined in this subchapter and competency-based training, per OAC 340:100-3-38. The provider agency ensures all companions meet the criteria in this Section.~~
- (d) The companion's failure to follow any rules or standards, promote the member's independence, or follow the Personal Support Team's (Team) recommendation(s) results in problem resolution, per OAC 340:100-3-27, for the companion, and when warranted, results in revocation of approval of the companion.
- (e) The companion:
- (1) Ensures no other adult or child is cared for in the home on a regular or part-time basis, including other OKDHS placements, family members, or friends without prior written authorization from DDS area residential services programs manager or state office residential services programs manager;
 - (2) Meets transportation requirements per OAC 317:40-5-103. Neither the companion nor the provider agency may claim transportation reimbursement for vacation travel;
 - (3) Transports or arranges member transportation to and from school, employment programs, recreational activities, medical appointments, and therapy appointments;
 - (4) Delivers services in a manner that contributes to the member's enhanced independence,

- self-sufficiency, community inclusion, and well-being;
- (5) Participates in the member's Team and assists in developing the member's Individual Plan (Plan) for service provision;
- (6) Develops, implements, evaluates, and revises training strategies that correspond to the Plan's relevant outcomes. The companion may request assistance from the case manager or program coordinator. The companion documents monthly data and health care summaries and submits them to the provider agency program coordination staff;
- (7) Delivers services at appropriate times as directed in the Plan;
- (8) Does not deliver services that duplicate the services public school districts provide pursuant to the Individuals with Disabilities Education Act (IDEA);
- (9) Is sensitive to the member's chosen religious faith and assists the member in religious participation. No member is expected to attend any religious service against his or her wishes;
- (10) Participates in, and supports visitation and contact with, the member's natural family, guardian, and friends, when the member desires visitation;
- (11) Obtains permission from the member's assigned legal guardian and notifies the family, the provider agency program coordination staff, and the case manager prior to:
- (A) Traveling out-of-state;
 - (B) Overnight visits; or
 - (C) The member's involvement in any publicity;
- (12) Serves as the member's health care coordinator, per OAC 340:100-5-26;
- (13) Ensures the member's monthly room and board contribution is used toward household operation costs;
- (14) Assist the member in accessing entitlement programs for which the member may be eligible and maintains records required for the member's ongoing eligibility;
- (15) Works closely with the provider agency program coordination staff and the DDS case manager, to ensure all aspects of the member's program are implemented to the satisfaction of the member, the member's family or legal guardian, when appropriate, and the member's Team;
- (16) Assist the member to achieve his or her maximum level of independence;
- (17) Submits all necessary information regarding the member to the provider agency program coordination staff in a timely manner;
- (18) Ensures the member's confidentiality is maintained per, OAC 340:100-3-2;
- (19) Supports the member in forming and maintaining friendships with neighbors, co-workers, and peers, including people who do not have disabilities;
- (20) Implements training and provides supports that enable the member to actively join in community life;
- (21) Does not serve as the member's representative payee without a written exception from the DDS area residential services programs manager or state office residential services program manager.
- (A) The written exception and approved DDS home profile are retained in the member's home record.
 - (B) When serving as payee, the companion complies with OAC 340:100-3-4 requirements;
- (22) Ensures the member's funds are safeguarded;
- (23) Obtains prior approval from the member's representative payee when making a purchase of over fifty dollars (\$50) with the member's funds;
- (24) Allows provider agency and DDS staff to make announced and unannounced visits to the

home;

(25) Develops an evacuation plan for the home using OKDHS Form 06AC020E, Evacuation/Escape Plan, and conducts training with the member;

(26) Conducts fire and weather drills, per OAC 340:100-5-22.1, using OKDHS Form 06AC021E, Fire and Weather Drill Record;

(27) Develops and maintains a personal possession inventory for personal possessions and adaptive equipment, using OKDHS Form 06AC022E, Personal Possession Inventory;

(28) Supports the member's employment program by:

(A) Ensuring the member wears appropriate work attire; and

(B) Contacting the member's employer as outlined by the Team and in the Plan;

(29) Is responsible for the member's meals and entertainment costs during recreational and leisure activities. Activities are affordable to the member. Concerns about affordability are presented to the Team for resolution;

(30) For vulnerable adults, reports of suspected maltreatment including abuse, verbal abuse, sexual abuse, neglect, financial neglect, or exploitation, per Section 10-104 of Title 43A of the Oklahoma Statutes (43A O.S. § 10 - 104), are submitted to OKDHS Office of Client Advocacy;

(31) For children, reports of abuse, neglect, sexual abuse, or sexual exploitation, per 10A O.S. § 1-2-101, are submitted to the Child Abuse and Neglect Hotline at 1-800-522-3511;

(32) Follows all applicable promulgated OHCA and DDS rules including:

(A) OAC 340:100-3-27;

(B) OAC 340:100-3-34;

(C) OAC 340:100-3-38;

(D) OAC 340:100-3-40;

(E) OAC 340:100-5-22.1;

(F) OAC 340:100-5-26;

(G) OAC 340:100-5-32;

(H) OAC 340:100-5-33; and

(I) OAC 340:100-5-50 through 340:100-5-58.

(33) Is neither the member's spouse nor, when the member is a minor child, the member's parent. A family member serving as a companion must meet all requirements listed in this Subchapter; and

(34) Is not the chief executive officer of a provider agency.

317:40-5-6. Agency Companion contractor requirements [REVOKED]

~~(a) The service recipient or legal guardian, the provider agency, or the Oklahoma Department of Human Services Developmental Disabilities Services (DDS) case manager may identify an applicant to be screened for approval to serve as companion.~~

~~(b) Approval by DDS for a person to provide contracted Agency Companion Services (ACS) requires the applicant:~~

~~(1) is 21 years of age or older;~~

~~(2) has attended the DDS or provider agency ACS orientation;~~

~~(3) contracts with a provider agency having a current contract with the Oklahoma Health Care Authority to provide ACS;~~

- (4) submits the completed DDS application packet per Oklahoma Administrative Code (OAC) 317:40-5-40 within the required time period to designated DDS staff or the provider agency staff;
- (5) cooperates with designated DDS or provider agency staff in the development and completion of the home profile approval process per OAC 317:40-5-40; and
- (6) has completed all training required by OAC 340:100-3-38, including medication administration training, and all provider agency pre-employment training per OAC 317:40-5-40.

SUBCHAPTER 3. GUIDELINES TO STAFF

317:40-5-40. Home profile process 1 & 2

(a) **Applicability.** This Section establishes procedures for the Developmental Disabilities Services (DDS) home profile process. A home profile is required for:

- (1) Agency companion services (ACS);
- (2) Specialized ~~Foster care~~ Foster Care (SFC) services;
- (3) Respite services delivered in the provider's home;
- (4) Approving services in a home shared by a non-relative provider and a member; and
- (5) Any other situation that requires a home profile.

(b) **Pre-screening.** Designated DDS staff provides the applicant with program orientation and completes pre-screening activities ~~to~~ that include, but are not limited to:

- (1) Facts description, ~~and guiding principles of the Home and Community Based Services (HCBS) program;~~
- (2) An explanation of:
 - (A) Home and Community-Based Services (HCBS) program's guiding principles;
 - ~~(A)~~(B) The home profile process;
 - ~~(B)~~(C) Basic provider qualifications;
 - ~~(C)~~(D) Health, safety, and environmental issues; and
 - ~~(D)~~(E) Training required per Oklahoma Administrative Code (OAC) 340:100-3-38; and
- (3) Gathering relevant information about the applicant and applicant's family, including household members, addresses, ~~and~~ contact information, and motivation to provide services; and
- (4) An explanation of the background investigation that is conducted on the applicant and on any adult or child living in the applicant's home.
 - (A) Background investigations are conducted at the time of application and include, but are not limited to:
 - (i) An Oklahoma State Bureau of Investigation (OSBI) name and criminal records history search, including the Oklahoma Department of Public Safety-~~(DPS)~~, Sex Offender Registry, Mary Rippey Violent Offender Registries, and Nurse Aide and Non-technical Services Worker Registry;
 - (ii) Federal Bureau of Investigation (FBI) national criminal history search, which is based on the applicant's fingerprints of the applicant and any adult members of the household; household member's fingerprints; except when an exception is necessary as outlined below in (I) through (II) of this subsection.
 - (I) When fingerprints are low quality, (as determined by OSBI, FBI, or both) as

determined by OSBI, FBI, or both, and make it impossible for the national crime information databases to provide results; ~~In this instance,~~ a name-based search, ~~(state, national, or both)~~ state, national, or both, may be authorized.

(II) When the DDS State Office residential staff ~~request~~requests an exception from an individual, who has a severe physical condition precluding the individual from being fingerprinted, a name-based search, ~~(state, national, or both)~~state, national, or both may be authorized.

(iii) ~~Search~~A search of any involvement as a party in a court action;

(iv) ~~Search~~A search of all OKDHS records, including Child Welfare Services records, Community Services Worker Registry, and Restricted Registry;

(v) A search of all applicable out-of-state child abuse and neglect registries for any applicant or adult household member who has not lived in Oklahoma continuously for the past five (5) years. A home is not approved without the results ~~of the out-of-state child abuse and neglect registry checks, when a registry is maintained in the applicable state,~~out-of-state child abuse and neglect registry check for all adult household members living in the home. When a child abuse and neglect registry is not maintained in the applicable state, an information request for information is made to the applicable state; and

(vi) ~~Search~~A search of Juvenile Justice Information System (~~JOLTS~~) records for any child older than thirteen (13) years of age in the applicant's household.

(B) An application is denied when the applicant or any person residing in the applicant's home:

(i) Has a criminal conviction of, or pled guilty or no contest to:

(I) Physical assault, battery, or a drug-related offense in the ~~five-year~~five(5) year period preceding the application date;

(II) Child abuse or neglect;

(III) Domestic abuse;

(IV) A crime against a child, including, but not limited to, child pornography;

(V) A crime involving violence, including, but not limited to, rape, sexual assault, or homicide, including manslaughter, excluding physical assault and battery; or

(ii) Does not meet OAC 340:100-3-39 requirements;

(c) **Home profile process.** When the applicant meets the prescreening requirements ~~of the prescreening~~, the initial home profile process described in (1) through (8) of this subsection is initiated.

(1) The applicant provides required information for ~~the~~home profile completion ~~of the home profile~~.

(2) When an incomplete form or other information is returned to DDS, designated DDS staff sends a letter to the provider or provider agency identifying information needed to complete the required forms. The home profile is not completed until all required information is provided to DDS.

(3) Designated DDS staff completes the home profile when all required forms are completed and provided to DDS.

(4) For each reference ~~provided by the applicant,~~provides, designated DDS staff documents the completed reference check results ~~of each completed reference check~~.

- (5) Designated DDS staff, through interviews, visits, and phone calls, gathers information required to complete the home profile.
- (6) DDS staff review policies and responsibility areas of responsibilities with the applicant and ~~acknowledgment is made in writing by the applicant and designated DDS staff.~~ DDS staff and the applicant acknowledge the review in writing.
- (7) The DDS ~~area residential services~~ area residential services programs manager sends ~~to~~ the applicant:
- (A) A provider approval letter confirming the applicant is approved to serve as a provider; or
 - (B) A denial letter stating the application and home profile are denied.
- (8) DDS staff records the completion dates ~~of completion~~ of each part of the home profile process.
- (d) **Home standards.** In order to qualify and remain in compliance, the applicant's or provider's home must meet the provisions in (1) through (11) of this subsection.
- (1) **General conditions.**
- (A) The home, buildings, and furnishings ~~must be~~ are comfortable, clean, and in good repair, and the grounds ~~must be~~ are maintained. There ~~must be~~ is no ~~accumulation of~~ accumulating garbage, debris, ~~or~~ rubbish or offensive odors.
 - (B) The home must:
 - (i) Be accessible to school, employment, church, day programming, recreational activities, health facilities, and other community resources as needed;
 - (ii) Have adequate heating, cooling, and plumbing; ~~and~~
 - (iii) Provide space for the member's personal possessions and privacy; and
 - (iv) Allow adequate space for the occupants' recreational and social needs ~~of the occupants.~~
 - (C) Provisions for the member's safety ~~must be~~ are present, as needed, including:
 - (i) Guards and rails on stairways;
 - (ii) Wheelchair ramps;
 - (iii) Widened doorways;
 - (iv) Grab bars;
 - (v) Appropriate lifting equipment as needed for safe transfers;
 - (vi) Access to safe bathing and toileting;
 - ~~(v)~~(vii) Adequate lighting;
 - ~~(vi)~~(viii) Anti-scald devices; and
 - ~~(vii)~~(ix) Heat and air conditioning equipment guarded and installed in accordance with manufacturer requirements. Home modifications and equipment may be provided through HCBS Waivers operated by DDS.
 - (D) Providers must not permit members to access or use swimming or other pools, hot tubs, saunas, ponds, or spas on the premises without supervision. Swimming pools, hot tubs, saunas, ponds, or spas ~~must be~~ are equipped with sufficient safety barriers or devices designed to prevent accidental injury or unsupervised access.
 - (E) The household ~~must be~~ is covered by homeowner's or renter's insurance including personal liability insurance.
- (2) **Sanitation.**

(A) Sanitary facilities ~~must be~~ adequate and safe, including toilet and bathing facilities, water supply, and garbage and sewer disposal.

(B) When a septic tank or other non-municipal sewage disposal system is used, it ~~must be~~ in good working order.

(C) Garbage and refuse ~~must be~~ stored in readily cleanable containers, pending weekly removal.

~~(D) Sanitation for household pets and other domestic animals must be adequate to prevent health hazards.~~

~~(i) Proof of rabies or other vaccinations as required by a licensed veterinarian for household pets must be maintained on the premises.~~

~~(ii) Pets not confined in enclosures must be under control and not present a danger to members or guests.~~

~~(E)(D) There must be~~ adequate control of insects and rodents, including doors and windows with ventilation screens used for ventilation in good repair on doors and windows.

~~(F)(E) Universal precautions for infection control must be~~ followed in care to the member, the member's care. Hands and other skin surfaces ~~must be~~ washed immediately and thoroughly when contaminated with blood or other body fluids.

~~(G)(F) Laundry equipment, if in the home, must be~~ located in a safe, well-ventilated, and clean area, with the dryer vented to the outside.

(3) Bathrooms. A bathroom must:

(A) Provide for individual privacy and have a finished interior;

(B) Be clean and free of objectionable odors; and

(C) Have a bathtub or shower, flush toilet, and sink in good repair, and hot and cold water in sufficient supply to meet the member's hygiene needs.

(i) A sink ~~must be~~ located near each toilet.

~~(ii) A~~ For members who are non-ambulatory or who have limited mobility, a toilet, shower and sink must be provided on each floor where their rooms of members who are non-ambulatory or with limited mobility are located.

(iii) There must be at least one (1) toilet, one (1) sink, and one (1) bathtub or shower for every six (6) household occupants, including the provider and family.

(4) Bedrooms. A bedroom ~~must:~~

(A) ~~Have~~ Has been constructed ~~as such~~ for that purpose when the home was built or remodeled under permit;

(B) ~~Be~~ Is provided for each member.

~~(i) Exception~~ The DDS are residential services program manager may make exceptions to allow members to share a bedroom may be made by DDS area residential program manager, when DDS determines sharing a bedroom is in the members' best interest of the member interests.

(ii) A member must not share a bedroom with more than one (1) other ~~person;~~ member;

(iii) Minor members must not share bedrooms with ~~adults~~ an adult member. Exceptions may be approved by the DDS Area Field Administrator when (I) through (III) of this section are met. Additional exceptions to these rules may be approved by the division director or designee:

- (I) The minor is at least sixteen (16) years of age;
 - (II) The adult member does not present a risk of harm to the minor; and
 - (III) The members are sharing a room at the time the older member turns eighteen (18) years of age;
- (C) ~~Have~~Has two (2) means of egress and a minimum of eighty (80) square feet of usable floor space for each member or one-hundred and twenty (120) square feet for two (2) members ~~and two (2) means of egress~~. The home's provider, family members, or other occupants ~~of the home~~ must not sleep in areas designated as common use living areas, nor share bedrooms with members;
- (i) Exceptions to allow non-members and members to share a bedroom may be approved by the Division Director or designee when:
 - (I) The member agrees and the agreement is documented in the IP annually;
 - (II) Neither the member nor the non-member are determined to be at risk or harm; and
 - (III) Neither the member nor the non-member are eighteen (18) years or older; and
 - (ii) Consideration is given to age, gender, support needs, behavioral health needs, number of restrooms available in the home, and total household square footage.
- (D) ~~Be~~Is finished with standard construction walls or partitions ~~of standard construction~~ that go from floor to ceiling;
- (E) ~~Be~~Is adequately ventilated, heated, cooled, and lighted;
- (F) ~~Include~~Includes an individual bed for each member consisting of a frame, box spring, when other support is not included in the frame, and a mattress at least thirty-six (36) inches wide, unless a specialized bed is required to meet identified needs. Cots, ~~rollaways, rollaway beds, couches, futons, air mattresses, and folding beds~~ must not be used for members. The division director or designee may make exceptions for temporary respite when the Personal Support Team (Team) is able to demonstrate that privacy can be maintained.
- (i) Each bed ~~must have~~has clean bedding in good condition consisting of a mattress pad, bedspread, two (2) sheets, pillow, pillowcase, and blankets adequate for the weather.
 - (ii) Sheets and pillowcases ~~must be~~laundered at least weekly or more often if necessary.
 - (iii) Waterproof mattress covers ~~must be~~used for members who are incontinent;
- (G) ~~Have~~Has sufficient space for each member's clothing and personal effects, including hygiene and grooming supplies.
- (i) Members ~~must be~~allowed to keep and use reasonable amounts of personal belongings and have private, secure storage space.
 - (ii) The provider assists the member in furnishing and decorating the member's bedroom.
 - (iii) Window coverings must be in good condition and allow privacy for members;
- (H) ~~Be~~Is on ground level for members with impaired mobility or who are non-ambulatory; and
- (I) ~~Be~~Is in close enough proximity to the provider to alert the provider to nighttime needs or emergencies, or be equipped with an alert system.

(5) Food.

(A) Adequate storage ~~must be~~ available to maintain food at the proper temperature, including a properly working refrigerator. ~~Food storage must be such that, and to keep food is~~ protected from dirt and contamination ~~and maintained at proper temperatures to~~ prevent spoilage.

(B) Utensils, dishes, glassware, and food supplies ~~must not be~~ stored in bedrooms, bathrooms, or living areas.

(C) Utensils, dishes, and glassware ~~must be~~ washed and stored to prevent contamination.

(D) Food storage and preparation areas and equipment must be clean, free of offensive odors, and in good repair.

(6) Phone.

(A) ~~A~~ There is a working phone ~~must be provided~~ in the home that is available and accessible for the member's use, ~~for incoming and outgoing calls, including during periods of time when the member is home alone.~~

(B) Phone numbers to the home and providers ~~must be~~ kept current and provided to DDS and, when applicable, the provider agency.

(7) Safety.

(A) Buildings must meet all applicable state building, mechanical, and housing codes.

(B) Heating, in accordance with manufacturer's specifications, and electrical equipment, including wood stoves, ~~must be~~ installed in accordance with all applicable fire and life safety codes. Such equipment ~~must be~~ used and maintained properly and ~~kept~~ in good repair.

(i) ~~Protective~~ Fireplaces are required to have protective glass screens or metal mesh curtains attached at top and bottom ~~are required on fireplaces.~~

(ii) Unvented portable oil, gas, or kerosene heaters are prohibited.

(C) Extension cord wiring ~~must not be~~ used in place of permanent wiring.

(D) Hardware for all exit and interior doors must have an obvious ~~operation~~ method of operation that cannot be locked against egress.

(8) Emergencies.

(A) Working smoke detectors ~~must be~~ provided in each bedroom, adjacent hallways, and in two (2) story homes, at the top of each stairway. Alarms ~~must be~~ equipped with a device that ~~warns of low battery condition, has a low battery warning~~ when battery operated.

(B) At least one (1) working fire extinguisher ~~must be~~ in a readily accessible location.

(C) A working flashlight ~~must be~~ available for emergency lighting on each floor of the home.

(D) The provider:

(i) ~~Mainstays~~ Maintains a working carbon monoxide detector in the home;

(ii) ~~Mainstays a~~ Maintains the home's written evacuation plan ~~for the home and conduct~~ evacuation training ~~for evacuation~~ with the member;

(iii) Conducts fire drills quarterly and severe weather drills twice per year;

(iv) Makes fire and severe weather drill documentation available for DDS review ~~by DDS~~;

- (v) Has a written back-up plan for temporary housing in the event of an emergency; and
- (vi) Is responsible to ~~re-establish~~ for re-establishing a residence, if the home becomes uninhabitable.
- (E) A first aid kit ~~must be~~ is available in the home.
- (F) The home's address ~~of the home must be~~ is clearly visible from the street.

(9) Special hazards.

- (A) Firearms and other dangerous weapons ~~must be~~ are stored in a locked permanent enclosure. Ammunition ~~must be~~ is stored in a separate locked location. Providers are prohibited from assisting members to obtain, possess, or use dangerous or deadly weapons, per OAC 340:100-5-22.1.
- (B) Flammable and combustible liquids and hazardous materials ~~must be~~ are safely and properly stored in original, properly labeled containers.
- (C) Cleaning supplies, medical sharps containers, poisons, and insecticides ~~must be~~ are properly stored in original, properly labeled containers in a safe area away from food, food preparation areas, dining areas, and medications.
- (D) Illegal substances are not permitted on the premises.

(10) Vehicles.

- (A) All vehicles used to transport members ~~must meet~~ local and state requirements for accessibility ~~and~~, safe transit, licensing, inspection, insurance, and capacity.
- (B) Drivers ~~of vehicles must have~~ valid and appropriate driver licenses.

(11) Medication. Medication for the member is stored, per OAC 340:100-5-32.

(12) Pets. Sanitation for household pets and other domestic animals is adequate to prevent health hazards.

- (A) For all household pets, proof of rabies or other vaccinations as required by a licensed veterinarian is maintained on the premises.
- (B) Pets not confined in enclosures must not jeopardize the safety of residents and visitors to the home.
- (C) Animals and pets are in good health, do not show evidence of carrying disease, and do not present a threat to member health, safety, or welfare.
- (D) Appropriate supervision is required when the member is in the presence of household animals and pets.
- (E) If an animal or pet bites a member, the provider ensures the member receives medical treatment when appropriate, contacts designated DDS staff as soon as the member is safe, and completes an incident report per OAC 340:100-3-34.

(e) Evaluating the applicant and home. The initial home profile evaluation includes, but is not limited to:

- (1) Evaluating the applicant's:
 - (A) Interest and motivation;
 - (B) Life skills;
 - (C) Children;
 - (D) Methods of behavior support and discipline;
 - (E) Marital status, background, and household composition;
 - (F) Income and money management; and
 - (G) Teamwork and supervision, back-up plan, and relief use ~~of relief~~; and

- (2) Assessment and recommendation. DDS staff:
- (A) Evaluates the applicant's ability ~~of the applicant~~ to provide services;
 - (B) Assesses the applicant's overall compatibility ~~of the applicant and with~~ the service recipient, ensuring the lifestyles and personalities of each are compatible for the shared living arrangement. The applicant ~~must~~:
 - (i) ~~Express~~Expresses a long term commitment to the service member unless the applicant will only be providing respite services;
 - (ii) ~~Demonstrate~~Demonstrates the skills to meet the individual member's needs ~~of the member~~;
 - (iii) ~~Express~~Expresses an understanding of the commitment required as a service provider of services;
 - (iv) ~~Express~~Expresses an understanding of the impact the arrangement will have on personal and family life;
 - (v) ~~Demonstrate~~Demonstrates the ability to establish and maintain positive relationships, especially during stressful situations; and
 - (vi) ~~Demonstrates~~Demonstrates the ability to work collaboratively and cooperatively with others in a team process;
 - (C) ~~Approves only~~Only approves applicants who can fulfill the service provider expectations of the role of service provider; ~~and~~
 - (D) ~~When~~Ensures that when the applicant does not meet standards, per OAC 317:40-5-40, ~~ensures~~ the final recommendation includes:
 - (i) A basis for the denial decision; ~~and~~
 - (ii) An effective date for determining the applicant does not meet standards. ~~Reasons for denying a request to be a provider may include, but are not limited to;~~ ~~and~~ (iii) Reasons for denying a request to be a provider. Reasons may include, but are not limited to:
 - (I) A lack of stable, adequate income to meet the applicant's own or total family needs, or poor management of the available income;
 - (II) A physical facility that is inadequate to accommodate the addition of a member to the home or presents health or safety concerns;
 - (III) The applicant's age, health, or any other condition ~~of the applicant~~ that impedes ~~the applicant's~~ his or her ability to provide appropriate care for a member;
 - (IV) Relationships in the applicant's household that are unstable and unsatisfactory;
 - (V) The applicant's, other family member's or household member's mental health of the applicant or other family or household member that impedes the applicant's ability to provide appropriate care for a member;
 - (VI) ~~References who are guarded or have reservations in recommending the applicant;~~
 - (VII) ~~The applicant failed to complete the application, required training, or verifications in a timely manner as requested or provided incomplete, inconsistent, or untruthful information;~~
 - (VI) The applicant's failure to complete verifications in a timely manner as requested, or the applicant's provision of incomplete, inconsistent, or untruthful

information;

~~(VIII)~~(VII) The home is determined unsuitable for the member requiring placement;

~~(IX)~~(VIII) Confirmed abuse, neglect, or exploitation of any person;

~~(X) Breach of confidentiality;~~(IX) Confidentiality breach;

~~(XI) Involvement of the applicant~~(X) Applicant or provider involvement in criminal activity or criminal activity in the home;

~~(XII)~~(XI) Failures to complete training, per OAC 340:100-3-38;

~~(XIII) Failures of the home~~(XII) Home's failure to meet standards per subsection (d) of this Section; ~~and~~

~~(XIV) Failures~~(XIII) Failure to follow applicable OKDHS or Oklahoma Health Care Authority (OHCA) rules;

(XIV) References who are guarded or have reservations in recommending the applicant; and

(XV) The applicant's failure to complete the application in a timely manner.

(E) Notifies the applicant in writing of the home profile's final approval or denial ~~of the home profile;~~ and

(F) ~~When an application is canceled or withdrawn prior to completion of the home profile, completes a final written assessment that includes the:~~ Completes a final written assessment when an application is canceled or withdrawn prior to the home profile's completion. The written assessment includes the:

(i) Reason the application was canceled or withdrawn;

(ii) DDS ~~staff's~~ staff impression of the applicant based on information obtained; and

(iii) Effective ~~date of cancellation or withdrawal;~~ date. Written notice is sent to the applicant to confirm application cancellation or withdrawal ~~of the application~~, and a copy is included in local and State Office records.

(f) Unrelated habilitation training specialist (HTS) staff home. Designated DDS staff and provider agency staff work together to complete a home evaluation when the member lives with an unrelated HTS staff.

(1) The provider agency:

(A) Obtains pre-employment screening in compliance with OAC 340:100-3-39;

(B) Obtains background checks for all household residents in accordance with (b) (4) of this Section; and

(C) Assesses HTS fitness for work; and

(2) Designated DDS staff:

(A) Assesses household members' appropriateness;

(B) Develops an evacuation plan;

(C) Reviews policy, procedures, and responsibilities with the HTS;

(D) Ensures pet vaccinations are current;

(E) Evaluates any other conditions that may affect the health or safety of a member's care; and

(F) Completes a home safety inspection initially, annually, and as needed.

(f) Frequency of evaluation. **(g) Evaluation frequency.** Home profile evaluations are completed for ~~an applicant's initial approval or denial of an applicant.~~ After an initial approval, a home profile review is conducted annually and as needed for compliance and continued approval. DDS area

residential services staff ~~conduct~~conducts at least biannual home visits to ~~specialized foster care~~SFC providers. The annual home profile review is a comprehensive review of the living arrangement, the provider's continued ability to meet standards, ~~the needs of the member and the home~~and the member's and home's needs to ensure ongoing compliance with home standards. A home profile review is conducted when a provider notifies DDS of his or her intent to move to a new residence. DDS staff assesses the home to ensure the new home meets home standards and is suitable to meet the member's needs. The annual home profile review;

- (1) Includes information specifically related to the provider's home and is documented, as an annual review;
- (2) Includes a medical examination report completed a minimum of every three (3) years following the initial approval, unless medical circumstances warrant more frequent completion;
- (3) Includes information from the DDS case manager, ~~the provider of agency companion or SFC services~~, the Child Welfare specialist, Adult Protective Services, and Office of Client Advocacy staff, and the provider agency program coordinator when applicable;
- (4) Includes information from the service member indicating satisfaction with service and a desire to continue the arrangement;
- (5) Includes ~~areas of service~~ areas where improvement is needed;
- (6) Includes ~~areas of service~~ areas where progress was noted or were of significant benefit to the member;
- (7) Ensures background investigation, per OAC 317:40-5-40(b), is repeated every year, except for the OSBI and FBI national criminal history search;
- (8) Ensures the FBI national criminal history search, per OAC 317:40-5-40(b)(4)(A)(ii), is repeated every five (5) years;
- (9) ~~Ensures~~When applicable, ensures written notification of continued provider approval to providers and agencies, ~~when applicable, of the continued approval of the provider;~~ and
- (10) Includes written notification to providers and agencies; when the provider or agency fails to comply with the home standards, per OAC 317:40-5-40, including correction deadlines for ~~correction~~of the identified standards.

~~(g)~~**(h) Home profile denial.** Reasons a home profile review may be denied include, but are not limited to; ~~reasons stated in subsection (e) (2) (D) (iii) (I through XIII) of this Section and :~~

- (1) ~~Lack of stable, adequate income to meet the provider's own or total family needs or poor management of available income;~~
- (2) ~~A physical facility that is inadequate to accommodate the addition of a member to the home or presents health or safety concerns;~~
- (3) ~~The age, health, or any other condition of the provider that impedes the provider's ability to provide appropriate care for a member;~~
- (4) ~~Relationships in the provider's household that are unstable and unsatisfactory;~~
- (5) ~~The mental health of the provider or other family or household member impedes the provider's ability to provide appropriate care for a member;~~
- (6) ~~The provider fails to complete required training, or verifications in a timely manner as requested or provides incomplete, inconsistent, or untruthful information;~~
- (7) ~~The home is determined unsuitable for the member;~~
- (8) ~~Failure of the provider~~(1) Provider's failure to complete tasks related to problem resolution, as agreed, per OAC 340:100-3-27;

- ~~(9) Failure of the provider~~(2) Provider's failure to complete a plan of action, an action plan, as agreed, per OAC 317:40-5-63;
 - ~~(10) Confirmed abuse, neglect, or exploitation of any person;~~
 - ~~(11) Breach of confidentiality;~~
 - ~~(12) Involvement of the applicant or provider involvement in the criminal activity or criminal activity in the home;~~
 - ~~(13)~~(3) Failure to provide for the service member's care and well-being of the service member;
 - ~~(14)~~(4) Failure or continued failure to implement the individual member's Individual Plan, per OAC 340:100-5-50 through 100-5-58;
 - ~~(15) Failure to complete and maintain training, per OAC 340:100-3-38;~~
 - ~~(16)~~(5) Failure to report changes in the household;
 - ~~(17) Failure to meet standards of the home per subsection (d) of this Section;~~
 - ~~(18) Failure or continued failure to follow applicable OKDHS or OHCA rules;~~
 - ~~(19)~~(6) Decline of in the provider's health to the point he or she can no longer meet the service member's needs of the service member;
 - ~~(20) Employment by the provider~~(7) Provider employment without prior approval of the DDS area programs manager for residential services; DDS area residential services programs manager approval; or
 - ~~(21)~~(8) Domestic disputes that cause emotional distress to the member.
- ~~(h) Termination of placement.~~(i) **Placement termination.** When an existing placement is terminated for any reason:
- (1) The Team meets to develop an orderly transition plan; and
 - (2) DDS staff ensures the member's and state property of the member and state is removed promptly and appropriately by the member or his or her designee.

SUBCHAPTER 5. SPECIALIZED FOSTER CARE

317:40-5-50. Purpose of Specialized Foster Care Scope

- (a) Specialized Foster Care (SFC) provides up to ~~24~~twenty-four (24) hours per day of in-home residential habilitation services funded through the Community Waiver or the Homeward Bound Waiver. SFC serves individuals ages three ~~(3)~~years of age and older. SFC provides an individualized living arrangement in a family setting including up to ~~24~~twenty-four (24) hours per day of supervision, supportive assistance, and training in daily living skills.
- (b) SFC is provided in a setting that best meets the member's specialized needs ~~of the service recipient.~~
- (c) Members in SFC have a written plan that addresses visitation, reunification, or permanency planning, and which may also address guardianship as the member approaches eighteen (18) years of age.
- (d) As per the requirements in (1) through (4) of this subsection, SFC providers:
 - (1) Are approved through the home profile process described in Oklahoma Administrative Code (OAC) 317:40-5-40;
 - (2) Have a current Home and Community-Based Services (HCBS) Waiver contract with the Oklahoma Health Care Authority; and
 - (3) Have a current Fixed Rate Foster Home Contract for room and board reimbursement with Developmental Disabilities Services (DDS) when:

- (A) The member is a child; or
 - (B) Required by the adult member's Personal Support Team (Team).
- (e) A child in OKDHS or tribal custody who is determined eligible for HCBS Waiver services, per OAC 317:40-1-1, is eligible to receive SFC services if the child's special needs cannot be met in a Child Welfare Services (CWS) foster home.
 - (1) SFC provides a temporary, stable, nurturing, and safe home environment for the child while OKDHS plans for reunification with the child's family.
 - (2) In the event reunification is not achievable, SFC may be provided on a long-term basis while other more permanent living arrangements are sought.
 - (3) When the court has established a specific visitation plan, the CWS specialist informs the SFC provider, the member, the DDS case manager, and the natural family of the visitation plan.
 - (A) The SFC provider cooperates with the visitation plan between the child and family as prescribed by the court or the member's Team.
 - (B) The reunification effort is the joint responsibility of the:
 - (i) CWS worker;
 - (ii) DDS case manager;
 - (iii) Natural family; and
 - (iv) SFC family.
 - (C) For children in OKDHS custody, CWS and DDS work together to determine the need for guardianship. When it has been established that a legal guardian is in the child's best interest, both programs work together to locate a guardian.
- (f) SFC is a temporary service provided to children who are not in OKDHS custody when SFC services are needed to prevent institutionalization.
 - (1) SFC intent is to allow the member's family relief that cannot be satisfied by respite services provisions or other in-home supports.
 - (2) SFC provides a nurturing, substitute home environment for the member while plans are made to reunify the family.
 - (3) Visitation with the family is a part of the reunification efforts for non-custody children. Visitation must not be intrusive to the SFC home.
 - (4) Parents of a child receiving SFC services must comply with the requirements listed in (A) through (D) of this paragraph.
 - (A) Natural or adoptive parents retain the responsibility for their child's ongoing involvement and support while the child is in SFC.
 - (i) The parents are required to sign a written agreement allowing OKDHS to serve as the representative payee for the child's Social Security Administration (SSA) benefits, other government benefits, and court-authorized child support.
 - (ii) SSA and other government benefits, and child support are used to pay for room and board (maintenance). HCBS services do not pay for room and board (maintenance).
 - (B) Parental responsibilities of a child receiving voluntary SFC are to:
 - (i) Provide respite to the SFC provider;
 - (ii) Provide transportation to and from parental visitation;
 - (iii) Provide a financial contribution toward their child's support;

- (iv) Provide in kind supports, such as disposable undergarments, if needed, clothing, recreation, birthday and holiday presents, school supplies, and allowances or personal spending money;
 - (v) Follow the visitation plan as outlined by the member's Team, per OAC 317:40-5-52;
 - (vi) Maintain ongoing communication with the member and SFC provider by letters, telephone calls, video conferencing, or email;
 - (vii) Be available in an emergency;
 - (viii) Work toward reunification when appropriate;
 - (ix) Provide written consent for medical treatments as appropriate;
 - (x) Attend medical appointments, when possible, and keep informed of the member's health status;
 - (xi) Participate in the member's education plan in accordance with Oklahoma State Department of Education regulations; and
 - (xii) Be present for all Team meetings.
- (C) When moving out of Oklahoma, parents of a child receiving voluntary SFC are responsible for taking their minor child with them, since the child is no longer eligible for services because he or she is no longer an Oklahoma resident.
- (D) For children eighteen (18) years of age and younger, the case manager reports to CWS if the family moves out of Oklahoma without taking their child with them or if the family cannot be located.
- (g) SFC is an appropriate living arrangement for many adults. The decision to use SFC for an adult is based on the member's need for residential support as described in his or her Individual Plan.
- (1) In general, SFC is appropriate for members who have not experienced family life. A child served in SFC may continue to receive services in the home indefinitely after turning eighteen (18) years of age.
 - (2) The member who receives SFC services lives in the provider's home.
 - (3) Visitation with the adult member's family is encouraged and arranged according to the member's preference. Visitation is not intrusive to the SFC home.

317:40-5-51. Scope of Specialized Foster Care-[REVOKED]

- ~~(a) **Children in OKDHS custody.** A child in the custody of the Oklahoma Department of Human Services (OKDHS) who is determined eligible for HCBS Waiver services in accordance with OAC 317:40-1-1 is eligible to receive Specialized Foster Care (SFC) services if the special needs of the child cannot be met in a Division of Children and Family Services (DCFS) foster home.~~
- ~~(1) SFC provides a temporary, stable, nurturing, and safe home environment for the child while the OKDHS plans for reunification with the child's family.~~
 - ~~(2) In the event reunification is not achievable, SFC may be provided on a long-term basis while other more permanent living arrangements are sought.~~
- ~~(b) **Non-custody children.** SFC is a temporary service provided to children who are not in the custody of OKDHS when needed to prevent institutionalization.~~
- ~~(1) The intent of SFC is to allow the service recipient's family relief that cannot be satisfied by the provision of respite services or other in-home supports.~~
 - ~~(2) SFC provides a nurturing, substitute home environment for the service recipient while~~

plans are made to reunify the family.

(3) Parents of a child receiving SFC services must comply with requirements of OAC 317:40-5-56.

(c) **Adults.** SFC is an appropriate living arrangement for many adults. The decision to use SFC for an adult is based on the service recipient's need for residential support as described in his or her Plan.

(1) In general, SFC is appropriate for service recipients who have not experienced family life. A child served in SFC may continue to receive services in the home indefinitely after turning 18 years of age.

(2) The service recipient who receives SFC services lives in the provider's home.

~~317:40-5-52. Visitation and reunification in Specialized Foster Care[REVOKED]~~

~~Service recipients in Specialized Foster Care (SFC) have a written plan that addresses visitation, reunification, or permanency planning, and which may also address guardianship as the service recipient approaches age 18.~~

~~(1) **Custody children.** When the Court has established a specific visitation plan, the Division of Children and Family Services (DCFS) specialist informs the SFC provider, the service recipient, the Developmental Disabilities Services Division (DDSD) case manager, and the natural family of the visitation plan.~~

~~(A) The SFC provider cooperates with the visitation plan between the child and family as prescribed by the Court or the service recipient's Team.~~

~~(B) The reunification effort is a joint responsibility of:~~

~~(i) the DCFS worker;~~

~~(ii) the DDSD case manager;~~

~~(iii) the natural family; and~~

~~(iv) the SFC family.~~

~~(C) For children in the custody of the Oklahoma Department of Human Services (OKDHS) who are attaining the age of 18, DCFS and DDSD work together to determine the need for guardianship. When it has been established that a legal guardian is in the child's best interest, both divisions work together to locate a guardian.~~

~~(2) **Non-custody children.** Visitation with the family is a part of the reunification efforts for non-custody children. Visitation must not be intrusive to the SFC home.~~

~~(3) **Adults.** Visitation with the adult service recipient's family is encouraged and arranged according to the preference of the service recipient. Visitation must not be intrusive to the SFC home.~~

~~317:40-5-54. Selection of Specialized Foster Care provider[REVOKED]~~

~~Providers of Specialized Foster Care (SFC) must meet the requirements of this Section.~~

~~(1) Each provider is approved through the home profile process described in OAC 317:40-5-40.~~

~~(2) The individual provider of Specialized Foster Care is required to have a current Home and Community Based Waiver (HCBW) services contract with the Oklahoma Health Care Authority.~~

~~(3) The provider is required to have a current Fixed Rate Contract for room and board reimbursement with Developmental Disabilities Services Division (DDSD) when:~~

- (A) the SFC service recipient is a child; or
 - (B) required by the adult SFC recipient's Team.
- (4) ~~OKDHS Form DCW SH 2, Claim for Foster and Adoptive Home Purchase of Care, if required in accordance with paragraph (3) of this subsection, is completed and submitted monthly to OKDHS Finance by staff as designated by the DDS area manager.~~

317:40-5-55. Specialized Foster Care (SFC) provider responsibilities

(a) **General responsibilities.** ~~The responsibilities of all Specialized Foster Care (SFC) providers~~The SFC providers responsibilities are listed in (a) through (c) of this Section. Each provider:

- (1) ~~Providers of SFC are required~~Is required to meet all applicable standards per OAC 317:40-5-40.;
- (2) ~~Providers of SFC are required~~Is required to receive ~~competency based~~competency-based training per OAC 340:100-3-38. The provider keeps all required training ~~up to date~~current and submits documentation to the SFC specialist at the time training is completed.;
- (3) ~~The provider is an~~Is an active participant of the member's Personal Support Team (Team) and assists in the ~~development of~~developing the member's Individual Plan (Plan), per OAC 340:100-5-50 through 100-5-58.;
- (4) ~~The provider documents~~Documents and notifies the case manager of any changes in ~~behavior~~the member's behavior or medical conditions ~~of the member~~ within one working day. ~~Incident reports are completed by the SFC provider and submitted~~The SFC provider completes incident reports submits them to the Developmental Disabilities Services ~~Division (DDSD)~~(DDS) case manager per OAC 340:100-3-34.;
- (5) ~~The SFC provider is~~Is available to the member at any time.;
- (6) ~~The~~Has primary responsibility ~~of the SFC provider is~~ to provide SFC services to the member. The SFC provider does not have employment unless the employment ~~has been~~is pre-approved by the ~~residential programs supervisor for DDS~~DDS area residential services programs manager or the State Office residential services programs manager;
 - (A) ~~Generally, providers are not approved for employment because the~~The provider must be available before and after school or vocational programs and ~~often~~as needed during the day due to holidays or illnesses.;
 - (B) ~~If, after~~After receiving employment approval ~~for employment, it is found that if~~ the SFC provider's employment interferes with the member's care, training, or supervision ~~needed by the member, the provider must determine if he or she wants to terminate the employment or have the member moved from the home.;~~ and
 - (C) ~~DDS~~DDS does not authorize ~~Homemaker, Habilitation Training Specialist,~~homemaker, habilitation training specialist, or respite services in order for the SFC provider to perform employment.
- (7) ~~The provider does~~Does not deliver services that duplicate ~~the public school district mandated~~ services ~~mandated to be~~that are provided by the public school district pursuant to the Individuals ~~With~~with Disabilities Education Act (IDEA-B).;
- (8) ~~The provider allows~~Allows the member to have experiences, both in and out of the home, to enhance the member's development, learning, growth, independence, community inclusion, and well-being, while assisting the member to achieve his or her maximum level of independence.;

- (9) ~~The provider ensures~~Ensures confidentiality is maintained regarding the member per OAC 340:100-3-2;
- (10) ~~The provider is~~Is sensitive to, and assists the member in participating in, the member's ~~choice of~~ religious faith. No member is expected to attend any religious service against his or her wishes;
- (11) ~~The provider arranges~~Arranges for, and ensures ~~that~~ the member obtains, a dental examination at least annually, and is responsible for obtaining regular and emergency medical services as needed;
- (12) ~~The provider has~~Has a valid Oklahoma driver license, and maintains a motor vehicle in working order, ~~and complies with requirements of~~per OAC 317:40-5-103, Transportation;
- (13) ~~The provider transports~~Transports, or arranges transportation, ~~using adapted transportation when appropriate~~, for the member, ~~to and from school, employment, church, recreational activities, and medical or therapy appointments~~using adapted transportation when appropriate, per OAC 317:40-5-103, the SFC provider:
- (A) ~~SFC providers may~~May enter into a transportation contract;
 - (B) ~~The provider must assure~~Assures availability and use of an approved and appropriate child auto restraint system as required by law in transporting children and, in cases of adults receiving services, any additional safety devices identified as necessary in the Plan; and
 - (C) Does not claim transportation reimbursement for vacation travel or any other transportation service not covered per OAC 317:40-5-103.
- (14) ~~The provider assures~~Assures the member is clean, appropriately dressed, and on time for activities and appointments;
- (15) ~~The provider ensures~~Ensures no other adult or child is cared for or resides in the home on a regular or part-time basis ~~that was~~who is not approved through the home profile review process or without prior approval from the ~~DDS~~DDS area residential services programs manager or designee;
- (16) ~~The provider does~~Does not provide services to more than three (3) individuals regardless of ~~the type of service provided~~service type provided, including SFC, ~~Children and Family Services Division~~Welfare Services foster care, respite, baby-sitting, or other such services. Any exception to this paragraph must be approved in writing by the ~~director of DDS~~director of DDS or designee prior to authorization or service delivery;
- (17) ~~The provider permits visitation and monitoring of the home by authorized DDS staff.~~ Permits DDS staff to conduct monitoring and home visits. In order to assure ~~maintenance of standards~~are maintained, some visits are unannounced. The visits at least monthly and are not intended to be intrusive but to ensure the member's safety and well-being ~~of the member~~;
- (18) ~~The provider encourages~~Encourages and cooperates in planning visits in the SFC home by the member's relatives, guardians, or friends ~~of the member~~. Visits by the member to the home of friends or relatives Member visits to his or her friends' or relative's homes must be approved by the member's legally authorized representative;
- (19) ~~The provider abides by the policies of DDS per OAC 340:100-3-12, Prohibition of client abuse, and OAC 340:100-5-58, Prohibited procedures.~~ ~~The provider is~~Is prohibited from signing an authorization for school personnel to use physical discipline or corporal punishment;
- (20) ~~The provider notifies~~Notifies the ~~DDS case manager~~DDS social services specialist

(SSS) when the need arises for substitute supervision in the event of an emergency, in accordance with the Backup Plan, per OAC 317:40-5-59. If/When the provider is out of the home for a short duration, a natural support in the home can provide time-limited substitute supervision;

(A) A natural support is defined as an adult relative or spouse of the specialized foster parent that/who resides in the home;

(B) The Team approves the natural support and defines when this support may be accessed;

(C) Persons who are considered a natural support must complete training, per OAC 340:100-3-38.12;

(D) Persons acting as a natural support may only provide supervision for brief, intermittent time periods, and do so without payment;

(E) When the Team determines it to be appropriate, the SFC provider may select a volunteer to serve as a substitute caregiver for a member eighteen (18) years of age and younger. The volunteer resides outside the home, has no waiver contract, is not employed by a contracted agency, and has an established relationship with the member;

(i) A volunteer is defined as an adult, at least twenty-one (21) years of age, who is the SFC provider's a friend, relative, or neighbor;

(ii) A volunteer may provide support for up to two (2) consecutive days. The member may not be in volunteer care for more than three (3) days total in a thirty (30) calendar day period;

(iii) The SFC provider ensures the volunteer possesses the maturity and skills necessary to address the member's needs;

(iv) The foster care provider notifies the DDS SSS within one (1) business day when volunteer respite is used and includes address, contact information and length of stay;

(v) When the member is also a child in OKDHS or tribal custody, the SFC provider gives the volunteer contact information for the DDS SSS, case manager, and child welfare specialist (CWS) as well as his or her own contact information;

(vi) A volunteer must not be someone who has been excluded by OKDHS; and

(vii) The volunteer is not subject to background check or home profile requirements unless the stay will exceed two consecutive days.

(F) When the Team determines it to be appropriate, the SFC provider may select a camp, retreat, or conference program as a substitute caregiver for the member when the member wishes to attend the program. A camp, retreat, or conference program is defined as a day or overnight program with adult supervision for children, teenagers, or adults conducted for educational, athletic, or cultural development. The SFC provider:

(i) Ensures the program has the essential skills and supports to meet the member's needs;

(ii) Notifies the DDS SSS prior to the member attending the program; and

(iii) Provides the program with contact information for the foster care provider, DDS SSS, case manager, and CWS when the member is also a child in OKDHS or tribal custody.

(21) The provider provides written 30-day/Provides written thirty (30) calendar day notice to the member and ~~DDS~~DDS case manager when it is necessary for a member to be moved from the home;

(22) ~~The SFC provider does~~Does not serve as the member's representative payee for the member.;

(23) ~~The provider ensures~~Ensures the member's funds are properly safeguarded.;

(24) ~~The provider assists~~Assists the member in accessing and using entitlement programs for which the member may be eligible.;

(25) ~~The provider must~~Must use the room and board reimbursement payment to meet the member's needs, as ~~specified in~~per the ~~room and board contract~~Fixed Rate Foster Home Contract;

(A) The provider retains a copy of the current ~~room and board contract~~Fixed Rate Foster Home Contract in the home at all times.;

(B) Items purchased with the room and board reimbursement include, but are not limited to:

(i) ~~housing~~Housing;

(ii) ~~food~~Food;

(iii) ~~clothing~~Clothing;

(iv) ~~care~~Care;

(v) ~~incidental~~Incidental expenses such as:

(I) ~~birthday~~Birthday and Christmas gifts;

(II) ~~haireuts~~Haircuts;

(III) ~~personal~~Personal grooming equipment;

(IV) ~~allowances~~Allowances;

(V) ~~toys~~Toys;

(VI) ~~school~~School supplies and lunches;

(VII) ~~school~~School pictures;

(VIII) ~~costs~~Costs of recreational activities;

(IX) ~~special~~Special clothing items required for dress occasions and school classes such as gym shorts and shirts;

(X) ~~extracurricular~~Extracurricular athletic and other equipment, including uniforms, needed for the member to pursue his or her particular interests or job;

(XI) ~~prom~~Prom and graduation expenses including caps, gowns, rings, pictures, and announcements;

(XII) ~~routine~~Routine transportation expenses involved in meeting the member's medical, educational, or recreational needs, unless the provider has a transportation contract;

(XIII) ~~non-prescription~~Non-prescription medication; and

(XIV) ~~other~~Other maintenance supplies required by the member.

(C) All items purchased for the member with the room and board payment are the ~~member's property of the member~~member's property of the member. Purchased items are documented on OKDHS Form 06AC022E, Personal Possession Inventory, and are ~~given by the provider~~provided to the member when a residence change of residence occurs.;

(D) The room and board payment is made on a monthly basis and is prorated based on the actual days the member is in the home on the initial and final months of residence.

(26) ~~The provider maintains a~~Maintains Form 06AC022, Personal Possession Inventory, Form 06AC022E (DDS-22) for each member living in the home.;

(27) ~~The provider maintains~~Maintains the member's home record, per OAC 340:100-3-40.;

(28) ~~The provider immediately~~Immediately reports to the ~~DDS SFC staff~~DDS SSS all changes in the household including, but not limited to:

- (A) ~~telephone~~phone number;
- (B) ~~address~~Address;
- (C) ~~marriage~~Marriage or divorce;
- (D) ~~persons~~Persons moving into or out of the home;
- (E) ~~provider's~~Provider's health status;
- (F) ~~provider's~~Provider's employment; and
- (G) ~~provider's~~Provider's income.

(29) ~~The provider maintains~~Maintains home owner's or renter's insurance, including applicable liability coverages, and provides a copy to the ~~SFC Specialist~~DDS SSS;

(30) ~~The provider serves~~Serves as the ~~Health Care Coordinator~~health care coordinator rules, and follows the ~~Health Care Coordinator~~policy per OAC 340:100-5-26.; and

(31) ~~Each SFC provider follows~~Follows all applicable OKDHS and Oklahoma Health Care Authority rules, ~~of the Oklahoma Department of Human Services and the Oklahoma Health Care Authority~~, promotes the independence of the member, and follows recommendations of the member's Team included but not limited to:

- (A) OAC 100-3-27;
- (B) OAC 340:100-5-32; and
- (C) OAC 340:100-5-33.

(b) **Responsibilities specific to SFC providers serving children.** The provider is charged with the same general legal responsibility as any parent has to exercise. The SFC provider exercises reasonable and prudent behavior in his or her actions and in the supervision and support of the child. The SFC provider:

(1) ~~The provider works~~Works with the ~~DDS~~DDS case manager and ~~CFSD~~CWS staff when the provider needs respite for a child in OKDHS or tribal custody.;

(2) ~~The provider participates~~Participates in the ~~development of~~developing the Individual Education Plan (IEP) and may serve as surrogate parent when appropriate.;

(3) ~~The provider obtains~~Obtains permission and legal consent from the child's custodial parent or guardian and ~~DDS~~DDS case manager prior to traveling ~~out of state~~out-of-state for an overnight visit. If the child is in ~~the~~OKDHS or tribal custody, ~~of the OKDHS, the~~CWS permission ~~of the CFSD specialist~~is also secured.;

(4) ~~The provider obtains~~Obtains permission and legal consent from the child's custodial parent or guardian and ~~DDS~~DDS case manager prior to the child's involvement of the child in any publicity. If the child is in OKDHS or tribal custody, ~~the~~CWS permission ~~of the CFSD specialist~~is also secured.; and

(5) The provider reports any suspected abuse, neglect, sexual abuse, or sexual exploitation of children per Section 1-2-101 of Title 10A of the Oklahoma Statutes to the Abuse Hotline at 1-800-522-3511 to CWS, per 10A O.S. § 1-2-101 and 340:2-3-33.

(c) **Responsibilities specific to SFC providers serving adults.** Additional SFC provider responsibilities for serving adults are given in this Subsection.

(1) The SFC provider obtains permission from the member's legal guardian, when applicable, and notifies the ~~DDS~~DDS case manager, prior to:

- (A) ~~traveling out of state~~Traveling out-of-state for an overnight visit.; or
- (B) The member's involvement of the member in any publicity.

(2) When the member is his or her own payee or has a representative payee, the SFC provider ensures the monthly service contribution, ~~for services~~ as identified in a written agreement between the member and the SFC provider, is used toward the cost of food, rent, and household expenses.

(A) The member's minimum monthly contribution is ~~\$250.00~~\$300.00 per month.

(B) Changes in the member's monthly contribution are ~~developed~~made on an individualized basis by the member's Team.

(3) ~~Reports~~The SFC provider reports any suspected maltreatment including abuse, verbal abuse, sexual abuse, neglect, financial neglect, ~~and/or or~~ exploitation of a vulnerable adult per Section 10-104 of Title 43A of the Oklahoma Statutes to the Office of Client Advocacy (OCA):to:

(A) The Office of Client Advocacy for a vulnerable adult receiving Home and Community-Based Services (HCBS) when the alleged perpetrator is a community service worker, per OAC 340:2-3-33; or

(B) Adult Protective Services for a vulnerable adult when the alleged perpetrator is not a community service worker through HCBS, per 43A O.S. § 10-104.

317:40-5-56. Responsibilities of the parents of individuals in voluntary specialized foster care [REVOKED]

~~(a) Natural or adoptive parents retain the responsibility for on going involvement and support of their child while the child is in specialized foster care (SFC).~~

~~(1) The parents are required to sign a written agreement allowing the Oklahoma Department of Human Services (OKDHS) to serve as the representative payee for the child's Social Security, other government benefits, and court authorized child support.~~

~~(2) Social Security, other government benefits, and child support are used to pay for room and board (maintenance). Home and Community Based Services (HCBS) services do not pay for room and board (maintenance).~~

~~(b) Responsibilities of the parents of a child receiving voluntary SFC are:~~

~~(1) to provide respite to the foster SFC provider;~~

~~(2) to provide transportation to and from parental visitation;~~

~~(3) to provide a financial contribution toward the support of their child;~~

~~(4) to provide in kind supports such as disposable undergarments if needed, clothing, recreation, birthday and holiday presents, school supplies, and allowances or personal spending money;~~

~~(5) to follow the visitation plan as outlined by the service recipient's Team (see OAC 317:40-5-52);~~

~~(6) to maintain ongoing communication with the service recipient and SFC provider by letters and telephone calls;~~

~~(7) to be available in the event of an emergency;~~

~~(8) to work toward reunification when appropriate;~~

~~(9) to provide written consent for medical treatments as appropriate;~~

~~(10) to attend medical appointments, when possible, and keep informed of the service recipient's health status;~~

(11) to participate in the service recipient's education plan in accordance with the Department of Education regulations; and

(12) to be present for all Team meetings

(e) When moving out of Oklahoma, parents of a child receiving voluntary SFC are responsible to take their minor child with them, since the child is no longer eligible for services because he or she is no longer a resident of the State of Oklahoma.

(d) For children under age 18, the case manager reports to DCFS if the family moves out of Oklahoma without taking their child with them or cannot be located.

317:40-5-57. Developmental Disabilities Services ~~Division~~ DDS Specialized Foster Care (SFC) case manager ~~management~~ roles and responsibilities regarding Specialized Foster Care

In addition to other identified roles and responsibilities, the ~~Developmental Disabilities Services Division (DDSD)~~ DDS case manager is responsible for:

(1) ~~reporting~~ Reporting any significant changes with the member or the SFC household to the SFC specialist; DDS social service specialist (SSS);

(2) ~~assessing~~ The member's guardianship needs;

(3) ~~facilitating~~ pre-placement visits when approved by the SFC specialist; DDS SSS;

(4) ~~monitoring for current~~ Reviewing the member's backup plan, as described in OAC per Oklahoma Administrative Code (OAC) 317:40-5-59;

(5) ~~monitoring the service recipient's personal inventory, Form DDS-22;~~ Reporting policy violations to the DDS SSS per OAC 317:40-5-63, and assists the DDS SSS in developing the provider's action plan when appropriate;

(6) ~~monitoring the service recipient's funds and resources monthly;~~ Ensuring the SFC provider documents the member's personal belongings on Oklahoma Human Services (OKDHS) Form 06AC022, Personal Possession Inventory, including adaptive equipment;

(7) ~~reporting any potential violations of policy and standards to the SFC specialist in accordance with OAC 317:40-5-63 and assisting with the development of the provider's plan of action, if appropriate;~~ Attending court hearings for children in OKDHS and tribal custody;

(8) ~~assisting in the inventory of any necessary adaptive equipment, Form DDS-22;~~ Forwarding quarterly progress reports to the OKDHS Child Welfare Services (CWS) specialist for children in OKDHS custody;

(9) ~~attending Court hearings for custody children;~~ Notifying the CWS or legally authorized representative of needed medical consents for pre-planned or emergency services; and

(10) ~~forwarding copies of monthly contact reports on custody children to the DCFS specialist;~~ Completing the appropriate section of OKDHS Form 06AC024E, SFC/Agency Companion Services (ACS) Annual Review, and providing the information to the DDS SSS.

(11) ~~notifying the DCFS specialist or legally authorized representative of needed medical consents for pre-planned or emergency services; and~~

(12) ~~completing appropriate section of Form DDS-24, Annual Review, and providing the information to the SFC specialist.~~

317:40-5-58. Developmental Disabilities Services ~~Division~~ DDS Specialized Foster Care (SFC) ~~staff~~ Social Services Specialist (SSS) roles and responsibilities

~~Developmental Disabilities Services Division (DDSD) SFC~~ DDS SSS staff have the

responsibility for:

- (1) SFC applicant orientation and prescreening of SFC applicants;
- (2) ~~making~~Making contact with the potential SFC provider within five (5) working days of ~~receipt of receiving~~ a completed application to schedule interviews and start the ~~Home Profile Process, described in home profile process, per~~ OAC 317:40-5-40;
- (3) ~~completing the Home Profile~~Completing the home profile within ~~90 working~~ninety (90) calendar days after application assignment ~~of the application~~. The ~~SFC specialist~~DDS SSS documents the reason for any delay beyond ~~90~~ninety (90) calendar days;
- (4) ~~maintaining~~Maintaining regular contact with the SFC provider by making a monitoring visit every six (6) months ~~with a minimum of one telephone contact in all other months; and~~ completing OKDHS Form 06AC023E, Monitoring Report;
 - (A) ~~The SFC specialist completes the Monitoring Report (DDS-23) for each monitoring review.~~
 - (B) ~~Items to be discussed during the telephone contacts are detailed in the Monthly Contact Monitoring Guide.~~
- (5) ~~completing a~~Completing OKDHS Form 06AC024E, Specialized Foster Care/Agency Companion Annual Review (DDS-24) for the annual re-evaluation of each SFC provider home by the renewal date;
- (6) ~~attending~~Attending member's Personal Support Team meetings for service recipients in SFC as necessary;
- (7) ~~responding to requests for~~Responding to SFC and respite care; requests;
- (8) ~~providing~~Providing technical assistance and training to SFC providers regarding claims and ~~resolution of problems;~~problem resolutions, such as:
 - (A) ~~payments;~~Payments;
 - (B) ~~family~~Family dynamics;
 - (C) ~~DDS~~DDS policy;
 - (D) ~~setting~~Setting up the in-home record as ~~described in~~ per OAC 340:100-3-40;
 - (E) ~~setting~~Setting up the SFC provider record; and
 - (F) SFC provider training;.
- (9) ~~making~~Making unannounced home visits to ensure homes and providers are in compliance with ~~DDS~~ standards and DDS policy;
- (10) ~~reporting to DDS State Office Training Staff as the provider's training occurs and is updated:~~
 - (A) ~~the provider's name;~~
 - (B) ~~the provider's Social Security Number; and~~
 - (C) ~~dates and places of specific provider training;~~Providing SFC providers with technical assistance and training regarding room and board responsibilities.
- (11) ~~facilitating a written agreement for room and board contributions on behalf of the service recipient, if the Oklahoma Department of Human Services is not the representative payee for the service recipient;~~Completing or obtaining the authorization for SFC services on OKDHS Form 06AC075E, Authorization Form Parent or Guardian for Specialized Foster Care Placement and Medical Care of Client, that:
 - (A) Is signed by the parent or legal guardian for members not in OKDHS or tribal custody who are requesting SFC services; and
 - (B) Allows for authorization of routine or emergency medical care and provides insurance

information.

(12) completing or obtaining the:

(A) ~~Room and Board Reimbursement for Foster Care (DCW-FH-2);~~

(B) ~~Authorization for SFC Services (DDS-SFC-1), that:~~

~~(i) is signed by the parent or legal guardian for service recipients not in custody who are requesting SFC services; and~~

~~(ii) allows for authorization of routine or emergency medical care and provides insurance information.~~

317:40-5-59. Back-up Plan for personsmembers receiving Specialized Foster Care (SFC)

Prior to a member moving into ~~Specialized Foster Care (SFC),~~SFC, the SFC provider and the ~~SFC specialist~~Developmental Disabilities Services (DDS) social services specialist (SSS) develop a Back-up Plan. The ~~SFC specialist~~DDS SSS communicates the Back-Up Plan in writing to the ~~DDS~~DDS case manager for incorporation into the Individual Plan.

(1) The Back-up Plan identifies the person(s) who provides emergency back-up supports.

(2) The member's natural family is considered as the first resource for the Back-up Plan at no cost to ~~OKDHS,~~Oklahoma Human Services (OKDHS), unless the member is in the ~~OKDHS or tribal~~ custody of the ~~Oklahoma Department of Human Services.~~

(3) The Back-up Plan contains the name(s) and current ~~telephone~~phone number(s) of the person(s) providing back-up service.

(4) When paid SFC providers are necessary, the Back-up Plan explains specifically where the service is to be provided.

(A) If back-up service is to be provided outside the SFC home, ~~a Home Profile must be completed for the back-up staff per OAC 317:40-5-40.;~~

(i) By a volunteer or at a camp, retreat, or conference center, the Personal Support Team's process must be followed as described in OAC 317:40-5-56; or

(ii) In a contracted SFC provider's home, a home profile must be completed for the back-up staff per OAC 317:40-5-40.

(B) If back-up service is to be provided in the SFC home, the person providing this service must have completed all necessary requirements to become a paid SFC provider, including:

~~(i) an~~An Oklahoma State Bureau of Investigation (OSBI) name and criminal records history search, including the Department of Public Safety ~~(DPS),~~ Sex Offender, and Mary Ripley Violent Offender ~~Registries;~~registries;

~~(ii) a~~A Federal Bureau of Investigation ~~(FBI)-~~national criminal history search, based on the ~~substitute applicant's~~ fingerprints ~~of the applicant;~~

~~(iii) a~~A search of any involvement as a party in a court action that may impact the ~~member's~~ safety or stability ~~of the member~~ that includes:

~~(I) victims~~Victims protective order; or

~~(II) bankruptcy;~~Bankruptcy;

~~(iv) a~~A search of all ~~Oklahoma Department of Human Services (OKDHS)~~OKDHS records, including ~~child welfare (CW)~~Child Welfare Services' records;

~~(v) a~~A search of all applicable out-of-state child abuse and neglect registries for any applicant who has not lived continuously in Oklahoma for the past five years. The applicant is not approved without the results of the out-of-state maintained child

- abuse and neglect registry checks, if a registry is maintained in the applicable state;
- (vi) Community Services Worker registry check;
- (vii) Oklahoma statutorily mandated liability insurance coverage, and a valid driver license; and
- (viii) ~~completion~~Completion of required ~~DDSD~~DDS training per OAC 340:100-3-38.4.

(C) The Back-up Plan details where the member and SFC provider will stay if the SFC provider's home is not habitable. If there is a fee to stay in the alternate location, the provider pays the fee is paid by the provider and is not reimbursed by ~~DDSD~~DDS.

- (5) The Back-up Plan is jointly reviewed at least monthly by the ~~SFC specialist~~DDS SSS and the SFC provider to ensure the Back-up Plan continues to be appropriate and current.
- (6) The SFC provider is responsible to ~~report~~for reporting any needed changes in the Back-up Plan to the ~~SFC specialist~~DDS SSS.
- (7) The ~~SFC specialist will report~~DDS SSS reports any changes in the Back-up Plan to the DDS case manager.

317:40-5-62. ~~Evaluation of Specialized Foster Care (SFC) policy violation~~violations or program concern in a specialized foster care homeconcerns

(a) ~~Developmental Disabilities Services Division (DDSD)~~DDS Specialized Foster Care (SFC)SFC staff begin an evaluation ~~process~~upon receipt of a complaint or observation of program concern(s) or policy violation(s) by the provider.SFC provider policy violations or concerns.

(b) Concerns may include: the SFC provider's:

- (1) ~~provider's use~~Use of judgment;
- (2) ~~provision~~Provision of program supervision;
- (3) ~~non-compliance~~Non-compliance with ~~DDSD~~Oklahoma Human Services or Oklahoma Health Care Authority policy or contract; or
- (4) ~~other~~Other related issues.

(c) When abuse, neglect, or exploitation is suspected, appropriate authorities are contacted, as specified in OAC 317:40-5-61.

(d) The evaluation includes interviews with:

- (1) the service recipient;
- (2) the DDSD case manager;
- (3) the provider;
- (4) any other person(s) living in the home; and
- (5) any other person(s) who may have relevant information.

(e) When the evaluation findings indicate ~~programming concern(s) or violation(s) of policy or contract, the DDSD SFC staff,~~policy or contract concerns or violations, the DDS social services specialist (SSS), and the SFC provider meet to develop a Plan of Action for correcting the concern(s) or violation(s).concerns or violations. The SFC staff DDS SSS notifies the ~~DDSD~~DDS case manager of the agreed Plan of Action: when the case manager is responsible for monitoring to ensure the Plan of Action is accomplished. The case manager monitors to ensure the Plan is accomplished.

(f) When the provider fails to complete the Plan of Action, the DDS SSS consults the area residential services programs manager to determine if the home should be closed, per OAC 317:40-5-64.

SUBCHAPTER 7. STANDARDS FOR SPECIALIZED FOSTER CARE AND RESPITE HOMES

317:40-7-2. Definitions

The following words and terms, when used in this Subchapter shall have the following meaning, unless the context clearly indicates otherwise.

"Commensurate wage" means wages paid to a worker with a disability based on the worker's productivity in proportion to the wages and productivity of workers without a disability performing essentially the same work in the same geographic area. Commensurate wages must be based on the prevailing wage paid to experienced workers without disabilities doing the same job.

"Competitive integrated employment" means work in the competitive labor market performed on a full-time or part-time basis in integrated community settings. The individual is compensated at or above minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals without disabilities. Competitive employment is an individual placement.

"Employment assessment" means the evaluation that identifies the unique preferences, strengths, and needs of members in relation to work. The assessment determines work skills and work behaviors, is supplemented by personal interviews and behavioral observations, and incorporates information that addresses the member's desired medical, physical, psychological, social, cultural, and educational outcomes, as well as present and future employment options. The assessment is updated annually or more frequently as needed, and includes support needs, environmental preferences, and possible accommodations.

"Enhanced rate" means a differential rate established to provide an incentive to provider agencies to provide community employment services to members with significant needs.

"Group placement" means ~~two to eight~~ either two (2) to three (3) workers with disabilities ~~abilities~~ making minimum wage or four (4) to five (5) workers with disabilities who may earn less than minimum wage situated close together, who are provided continuous, long-term training and support in an integrated job site. Members may be employed by the company or by the provider agency. The terms "work crew" and "enclave" also describe a group placement.

"Individual placement in community-based services" means the member is provided supports that enable him or her to participate in approved community-based activities per Oklahoma Administrative Code 317:40-7-5, individually and not as part of a group placement.

"Individual placement in job coaching services" means one member receiving job coaching services, who:

- (A) ~~works~~ Works in an integrated job setting;
- (B) ~~receives~~ Receives minimum wage or more;
- (C) ~~does~~ Does not receive services from a job coach who is simultaneously responsible for continuous job coaching for a group;
- (D) ~~is~~ Is employed by a community employer or the provider agency; and
- (E) ~~has~~ Has a job description that is specific to his or her work.

"Integrated employment site" means an activity or job that provides regular interaction with people without disabilities, excluding service providers, to the same extent that a worker without disabilities in a comparable position interacts with others.

"Job coach" means an individual who holds a DDS-approved training job coach certification and provides ongoing support services to eligible persons in supported employment placements. Services directly support the member's work activity including marketing and job development, job and work site assessment, training and worker assessment, job matching procedures, development of co-worker natural and paid supports, and teaching job skills.

"Job sampling" means a paid situational assessment whereby a member performs a job at a prospective employer's integrated job site in order to determine the member's interests and abilities. Situational assessments adhere to the Department of Labor (DOL) regulations regarding wages. The Personal Support Team determines the appropriate type and number of situational assessments for each member.

"On-site supports" means a situation in which the job coach is physically at the job site providing job training to a member.

"Situational assessment" means a comprehensive community-based evaluation of the member's functioning in relation to the supported job including the job site, community through which the member must travel to and from the job, and those at the job site, such as the job coach, co-workers, and supervisors.

"Sub-contract with industry" means the provider agency enters into a sub-contract with an industry or business to pay industry employees to provide supports to members. When the industry agrees, the provider agency may contract directly with an industry employee(s) to provide the services. The state continues to pay the provider agency and the agency provides all pertinent information required for persons served by the agency. The Team determines what, if any, training is required for the employees of the industry providing services.

"Supported employment" means competitive work in an integrated work setting with ongoing support services for members for whom competitive employment has not traditionally occurred or was interrupted or intermittent as a result of the member's disabilities.

"Unpaid training" means unpaid experience in integrated employment sites per ~~with DOL regulations~~. Sections 785.27 through 785.32 of Title 29 of the Code of Federal Regulations (29 C.F.R. §§ 785.27 through 785.32). Members do a variety of tasks that do not equal the full job description of a regular worker.

"Volunteer job" means an unpaid activity in which a member freely participates.

317:40-7-22. Value-Based Payments (VBP)

(a) Purpose. Oklahoma Human Services (OKDHS) Developmental Disabilities Services (DDS) provides incentive payments to support a member as he or she moves toward competitive integrated employment. VBPs are intended to further opportunities for Oklahomans with disabilities to live independently and work in competitive integrated employment. VBPs are included in the member's Individual Plan (Plan) and arrangements for this service are made through the DDS case manager. VBPs support members eighteen (18) years of age and older who receive employment services through the:

- (1) In-Home Supports Waiver;
- (2) Homeward Bound Waiver; or
- (3) Community Waiver.

(b) Payment criteria. VBPs support a member as he or she progresses towards competitive employment per the OKDHS Appendix D-26, Developmental Disabilities Services Rates Schedule. VBPs are paid:

- (1) After a member is employed for fifteen (15) business days;
- (2) When the member is employed a minimum of fifteen (15) hours weekly; and
- (3) In accordance with the limits set forth in OKDHS Appendix D-26, Developmental Disabilities Services Rates Schedule.

SUBCHAPTER 9. SELF-DIRECTED SERVICES

317:40-9-1. Self-directed services (SDS)

(a) **Applicability.** This Section applies to SDS provided through Home and Community-Based Services (HCBS) Waivers operated by the Oklahoma ~~Department of Human Services~~ OKDHS(OKDHS) Developmental Disabilities Services (DDS).

(b) **Member option.** Traditional service delivery methods are available for eligible members who do not elect to self-direct services.

(c) **General information.** SDS are an option for members receiving HCBS through the In-Home Supports Waiver for Adults (~~IHSW-A~~), In-Home Supports Waiver for Children (~~IHSW-C~~), and the Community Waiver when the member lives in a non-residential setting. SDS provides a ~~member~~members the opportunity to exercise choice and control in identifying, accessing, and managing specific Waiver services and supports in accordance with his or her needs and personal preferences. SDS are Waiver services OKDHS DDS specifies may be directed by the member or representative using employer and budget authority.

(1) SDS may be directed by:

(A) An adult member, when the member has the ability to self-direct;

(B) A member's legal representative including a parent, spouse or legal guardian; or

(C) A non-legal representative the member or legal representative freely chosen by the member or his or her legal representative chooses.

(2) The person directing services ~~must:~~

(A) ~~Be~~Is eighteen (18) years of age or older;

(B) ~~Comply~~Complies with DDS and Oklahoma Health Care Authority (OHCA) rules and regulations;

(C) ~~Complete~~Completes required DDS training for self-direction;

(D) ~~Sign~~Signs an agreement with DDS;

(E) ~~Be~~Is a member or legal representative approved by the member or his or her legal representative to act in the capacity of a representative; a representative capacity;

(F) ~~Demonstrate~~Demonstrates knowledge and understanding of the member's needs and preferences; and

(G) ~~Not~~Does not serve as the Self-Directed (SD) ~~Habilitation—Training Specialist~~habilitation training specialist (HTS) for the member ~~whom~~when he or she is directing the member's services.

(d) **The SDS program includes:**

(1) The SDS budget. A ~~plan of care~~Plan of Care (POC) is developed to meet the member's needs without SDS consideration. The member may elect to self-direct part or the entire amount identified for traditional HTS services. This amount is under the member's control and discretion of the member in accordance with this policy and the approved ~~plan of care,~~ POC, and is the allocated amount that may be used to develop the SDS budget. The SDS budget details the specific spending plan for spending.

(A) The SDS budget is developed annually at the time of the annual plan ~~development~~

and updated, ~~as necessary by~~ Individuals who participate in the budget development include, the member, case manager, parent, legal guardian, and others the member invites to participate in the development of the budget.

(B) Payment may only be authorized for goods and services (GS) not covered by SoonerCare, or other generic funding sources, and must meet service necessity criteria of ~~service necessity~~, per Oklahoma Administrative Code (OAC) 340:100-3-33.1.

(C) The member's SDS budget includes the actual cost of administrative activities including fees for financial management services (FMS) ~~performed by a financial management services (FMS)~~ subagent, background checks, workers' compensation insurance, and the amount identified for SD-HTS, SD Job Coaching, and Self-directed goods and services (SD-GS).

(D) The SDS budget is added to the plan of care POC to replace any portion of traditional HTS services to be self-directed.

(E) The member's employment services costs, excluding transportation services, cannot exceed limits set forth in OKDHS Appendix D-26, Developmental Disabilities Services Rates Schedule, per POC year.

(2) The SD-HTS supports the member's self-care, and the daily living and leisure skills needed to reside successfully in the community. Services are provided in community-based settings in a manner that contributes to the member's independence, self-sufficiency, community inclusion, and well-being. SD-HTS services must be included in the approved SDS budget. Payment is not made for routine care and supervision that is ~~normally~~ typically provided by a family member or the member's spouse. SD-HTS services are provided only during periods when staff is engaged in purposeful activity that directly or indirectly benefits the member. SD-HTS services are limited to a daily average of no more than nine (9) hours per day, per OAC 340:100-5-35. At no time are SD-HTS services authorized for periods ~~during which~~ when staff is allowed to sleep. Legally responsible persons may not provide services, per OAC 340:100-3-33.2. Other family members providing services must be employed by provider agencies per OAC 340:100-3-33.2. For the purpose of this rule, family members include parents, siblings, step-parents, step siblings, and anyone living in the same home as the member. Payment does not include room and board, maintenance, or upkeep or improvements to the member's or family's residence. ~~A An SD-HTS must:~~

(A) ~~Be~~ Is eighteen (18) years of age; and older;

(B) ~~Pass~~ Passes a background check, per OAC 340:100-3-39;

(C) ~~Demonstrate~~ Demonstrates competency to perform required tasks;

(D) ~~Complete~~ Completes required training, per OAC 340:100-3-38 et seq.;

(E) ~~Sign~~ Signs an agreement with DDS and the member;

(F) ~~Be~~ Is physically able and mentally alert to carry out the job's ~~duties of the job;~~

(G) ~~Not~~ Does not work as an SD-HTS more than forty (40) hours in any week ~~in the capacity of a SD-HTS;~~

(H) ~~Not~~ Does not implement prohibited procedures, per OAC 340:100-5-58;

(I) ~~Provide~~ Provides services to only one (1) member at any given time. This does not preclude providing services ~~from being provided~~ in a group setting where services are shared among group ~~members of the group;~~ and

(J) ~~Not~~ Does not perform any job duties associated with other employment, including on-

call duties, at the same time they are providing SD-HTS services.

(3) SD-Job Coaching services:

(A) Are pre-planned, documented activities related to the member's identified employment outcomes. This includes training at the work site and support by job coach staff who have completed DDS sanctioned training per OAC 340:100-3-38.2;

(B) Promote the member's capacity to secure and maintain integrated employment at the member's chosen job, provided the job pays at or more than minimum wage, or the member is working to achieve minimum wage;

(C) Provide active participation in paid work. Efforts are made in cooperation with employers, and an active relationship with the business is maintained, to adapt normal work environments to fit the member's needs;

(D) Are available for individual placements. Individual placement is one member receiving job coaching services who:

(I) Works in an integrated job setting;

(II) Is paid at or more than minimum wage;

(III) Does not receive services from a job coach who is simultaneously responsible for continuous job coaching for a group;

(IV) Is employed by a community employer; and

(V) Has a job description that is specific to the member's work; and

(E) Is authorized when on-site supports by a certified job coach are provided more than 20 percent of the member's compensable work time. Job coaching services rate continues until a member reaches twenty (20) percent or less job coach intervention for four (4) consecutive weeks, at which time stabilization services begin.

(F) Are based on the amount of time the member is compensated by the employer, except per OAC 317:40-7-11;

(G) For members in individual placements, the Personal Support Team (Team):

(i) Evaluates the job coaching services need at least annually; and

(ii) Documents a plan for fading job coaching services as the member's independence increases; and

(H) In order to participate in individual placement, the individual is found ineligible for services funded through the Department of Rehabilitation Services or have a closed case; and

(I) an SD-Job Coach:

(i) Is eighteen (18) years of age;

(ii) Passes a background check per OAC 340:100-3-39;

(iii) Demonstrates competency to perform required tasks;

(iv) Completes required training per OAC 340:100-3-38 et seq.;

(v) Signs an agreement with DDS and the member;

(vi) Is physically able and mentally alert to carry out job duties;

(vii) Does not work more than forty (40) hours in any week as an SD-Job Coach or SD-HTS;

(viii) Does not implement restrictive or intrusive procedures per OAC 340:100-5-57;

(ix) Provides services to only one member at any given time; and

(x) Does not perform any job duties associated with other employment including on-call duties at the same time he or she is providing SD-Job Coaching services; and

~~(3)~~(4) SD-GS are incidental, non-routine goods and services that, and promote the member's self-care, daily living, adaptive functioning, general household activities, meal preparation, and leisure skills needed to reside successfully in the community and, SD-GS do not duplicate other services authorized in the member's ~~plan of care~~ POC. These SD-GS must be included in the ~~individual plan~~ Individual Plan (Plan) and approved SDS budget. SD-GS must meet the requirements listed in (A) through (F) ~~of this paragraph~~.

(A) The item or service is justified by a licensed professional's recommendation ~~from a licensed professional~~.

(B) The item or service is not prohibited by federal or state statutes and regulations.

(C) ~~One (1)~~The item or service meets one (1) or more of the ~~following additional~~ criteria ~~are met~~ listed in (i) through (iii) of this subparagraph. The item or service ~~would~~:

(i) ~~Increase~~Increases the member's functioning related to the disability;

(ii) ~~Increase~~Increases the member's safety in the home environment; or

(iii) ~~Decrease~~Decreases dependence on other SoonerCare funded services.

(D) SD-GS may include, but are not limited to:

(i) Fitness items that can be purchased at retail stores;

(ii) Short duration camps lasting fourteen (14) consecutive calendar days or less;

(iii) A food catcher;

(iv) A specialized swing set;

(v) Toothettes or an electric toothbrush;

(vi) A seat lift;

(vii) Weight loss programs or gym memberships when:

(I) There is an identified ~~need for~~ need weight loss or increased physical activity;

(II) Justified by outcomes related to weight loss, increased physical activity or stamina; and

(III) In subsequent ~~plan of care~~ POC year requests, documentation is provided that supports the member's progress toward weight loss ~~or~~, increased physical activity, or stamina; or

(viii) Swimming lessons.

(E) SD-GS ~~may~~is not be used for:

(i) ~~Co-payments for medical services~~ Medical services co-payments;

(ii) Over-the-counter medications;

(iii) Items or treatments not approved by the Food and Drug Administration;

(iv) Homeopathic services;

(v) Services available through any other funding source, such as SoonerCare, Medicare, private insurance, the public school system, rehabilitation services, or natural supports;

(vi) Room and board including deposits, rent, and mortgage payments;

(vii) Personal items and services not directly related to the member's disability;

(viii) Vacation expenses;

(ix) Insurance;

(x) Vehicle maintenance or other transportation related expense;

(xi) Costs related to internet access;

(xii) Clothing;

- (xiii) Tickets and related costs to attend recreational events;
- (xiv) Services, goods, or supports provided to, the member or benefiting persons other than the member;
- (xv) Experimental goods or services;
- (xvi) Personal trainers;
- (xvii) Spa treatments; or
- (xviii) Goods or services with costs that significantly exceed community norms for the same or similar goods or services.

(F) SD-GS are reviewed and approved by the DDS director or designee.

(e) **Member Responsibilities.** When the member chooses the SDS option, the member or member's representative is the employer of record and ~~must~~:

(1) ~~Enroll and complete~~ Within forty-five (45) calendar days of enrolling in SDS training, the member or member's representatives completes the DDS-sanctioned self-direction training course ~~within forty-five (45) calendar days of SDS training enrollment.~~ Exceptions to this timeframe may be approved by the DDS director or his/her designee. The training ~~must be~~ completed prior to the implementation of self-direction and covers: implementing SD. The training covers:

- (A) Staff recruitment;
- (B) Hiring of staff as an employer of record;
- (C) Staff orientation and instruction;
- (D) Staff supervision including scheduling and service provisions;
- (E) Staff evaluation;
- (F) Staff discharge;
- (G) ~~Philosophy of self-direction;~~ SD philosophy
- (H) ~~OHCA SD policy on self-direction;~~
- (I) Individual budgeting;
- (J) ~~Development of a self-directed~~ SD support plan; development;
- (K) Cultural diversity; and
- (L) Rights, risks, and responsibilities, ~~and~~

(2) ~~Sign~~ Signs an agreement with DDS;

(3) ~~Agree~~ Agrees to utilize the ~~services of a~~ FMS subagent; services;

(4) ~~Agree~~ Agrees to pay administrative costs for background checks, FMS subagent ~~fee, fees,~~ and workers' compensation insurance from his or her SDS budget;

(5) ~~Comply~~ Complies with federal and state employment laws and ~~ensure~~ ensures no employee works more than forty (40) hours per week in ~~the capacity of an SD-HTS;~~ capacity;

(6) ~~Ensure~~ Ensures that each employee is qualified to provide the services for which he or she is employed to do and that all billed services are actually provided;

(7) ~~Ensure~~ Ensures that each employee complies with all DDS training requirements per OAC 340:100-3-38 et seq.;

(8) ~~Recruit, hire, supervise, and discharge~~ Recruits, hires, supervises, and discharges all employees providing ~~self-directed services;~~ SDS, when necessary;

(9) ~~Verify~~ Verifies employee qualifications;

(10) ~~Obtain~~ Obtains background screenings on all employees providing SD-HTS services per OAC 340:100-3-39;

(11) ~~Send~~ Sends progress reports per OAC 340:100-5-52.

- (12) ~~Participate~~Participates in the ~~Individual~~ Plan and SDS budget process;
 - (13) ~~Immediately notify~~Notifies the DDS case manager of any emergencies or changes in circumstances that may require modification of the type or amount of services provided for in the member's ~~Individual~~ Plan or SDS budget;
 - (14) ~~Wait~~Waits for budget modification approval of ~~budget modifications~~ before implementing changes;
 - (15) ~~Comply~~Complies with DDS and OHCA administrative rules;
 - (16) ~~Cooperate~~Cooperates with DDS monitoring requirements per OAC 340:100-3-27;
 - (17) ~~Cooperate~~Cooperates with FMS subagent requirements to ensure accurate records and prompt payroll processing including:
 - (A) Reviewing and signing employee time cards;
 - (B) Verifying the accuracy of hours worked; and
 - (C) Ensuring the appropriate ~~expenditure of funds~~fund expenditures; and
 - (18) ~~Complete~~Completes all required documents within established timeframes;
 - (19) ~~Pay~~Pays for services incurred in excess of the budget amount;
 - (20) ~~Pay~~Pays for services not identified and approved in the member's SDS budget;
 - (21) ~~Pay~~Pays for services provided by an unqualified provider;
 - (22) ~~Determine~~Determines staff duties, ~~qualifications, and specify~~ and qualifications and specifies service delivery practices consistent with SD-HTS Waiver service specifications;
 - (23) ~~Orient and instruct~~Orients and instructs staff in duties;
 - (24) ~~Evaluate~~Evaluates staff performance;
 - (25) ~~Identify and train~~Identifies and trains back-up staff, when required;
 - (26) ~~Determine~~Determines amount paid for services within plan limits;
 - (27) ~~Schedule~~Schedules staff and the ~~provision of services~~the services provisions;
 - (28) ~~Ensure~~Ensures SD-HTS do not implement prohibited procedures per OAC 340:100-5-58; and
 - (29) ~~Sign~~Signs an agreement with the SD-HTS.
- (f) **FMS.** The FMS subagent is an entity ~~designated~~that DDS designates as an agent ~~by DDS~~ to act on behalf of members who have a member's behalf who has employer and budget authority, ~~for the~~The FMS subagent's purpose of managing is to manage payroll tasks for the member's employee(s) and ~~for making payment of SD-GS payments~~ as authorized in the member's plan. FMS subagent duties include, but are not limited to:
- (1) Compliance with all DDS and OHCA administrative rules and contract requirements;
 - (2) Compliance with DDS or OHCA random and targeted audits;
 - (3) Tracking individual expenditures and monitoring SDS budgets;
 - (4) Processing the member's employee payroll, withholding, filing and paying of applicable federal, state, and local employment-related taxes and insurance;
 - (5) ~~Collection and process of employee's~~Employee time sheets collection and processing and making payment to member's employees;
 - (6) ~~Processing and payment of invoices for SD-GS~~ invoice collection and processing as authorized in the member's SDS budget;
 - (7) Providing each member with information that assists with the SDS budget management;
 - (8) Providing reports ~~to members/representatives~~members and member representatives, as well as providing monthly reports to DDS and to OHCA upon request;

- (9) Providing DDS and OHCA authorities access to individual member's accounts through a web-based program;
- (10) Assisting members in verifying employee citizenship status;
- (11) Maintaining separate accounts for each member's SDS budget;
- (12) Tracking and reporting member funds, balances, and disbursements;
- (13) Receiving and disbursing funds for SDS payment per OHCA agreement; and
- (14) Executing and maintaining a contractual agreement between DDS and the SD-HTS (employee).

(g) DDS case management responsibilities in support of SDS.

- (1) The DDS case manager develops the member's plan per OAC 340:100-5-50 through 340:100-5-58;
- (2) The DDS case manager meets with the member, or, when applicable, the member's representative, or legal guardian, when applicable, to discuss the Waiver service delivery options in (A) and (B) of this paragraph:
 - (A) Traditional Waiver services; and
 - (B) ~~Self directed services~~ SDS including information regarding scope of choices, options, rights, risks, and responsibilities associated with ~~self direction~~ SDS.
- (3) When the member chooses ~~self direction~~ SDS, the DDS case manager:
 - (A) Discusses ~~with member or representative~~ the available amount in the budget; with the member or the member's representative;
 - (B) Assists the member or representative ~~with the development~~ in developing and modification of modifying the SDS budget;
 - (C) Submits request for SD-GS to the DDS director or designee for review and approval;
 - ~~(D) Develops the SDS budget and modifications;~~
 - ~~(E)(D)~~ Assists the member or representative ~~develop or revised~~ developing or revising an emergency back-up plan;
 - ~~(F)(E)~~ Monitors plan implementation ~~of the plan~~ per OAC 340:100-3-27;
 - ~~(G)(F)~~ Ensures services are initiated within required time frames;
 - ~~(H)(G)~~ Conducts ongoing monitoring of plan implementation and of the member's health and welfare; and
 - ~~(H)(H)~~ Ensures the SD-HTS does not implement prohibited procedures, per OAC 340:100-5-58 ~~are not implemented by the SD-HTS~~. If the Team determines restrictive or intrusive procedures are necessary to address behavioral challenges, requirements must be met, per OAC 340:100-5-57.

(h) Government fiscal/employer agent model. DDS serves as the Organized Health Care Delivery System (OHCDS) and FMS provider in a Centers for Medicare and Medicaid Services (CMS)-approved government fiscal/employer agent model. DDS has an interagency agreement with OHCA.

(i) Voluntary termination of self-directed services. Members may discontinue ~~self-directing services~~ SDS without disruption at any time, provided traditional Waiver services are in place. Members or representatives may not choose the ~~self-directed~~ SDS option again until the next annual planning meeting, with services resuming no earlier than the beginning of the next ~~plan of care~~ POC. A member desiring to file a complaint must follow procedures per OAC 340:2-5-61.

(j) ~~Involuntary termination of self-directed services.~~ SDS involuntary termination.

(1) Members may be involuntarily terminated from ~~self-direction~~ SDS and offered traditional Waiver services when ~~it has been determined by the DDS director or designee that any of the following exist;~~ the DDS director or designee has determined that any of the criteria in (A) through (F) of this paragraph exist:

(A) Immediate health and safety risks associated with self-direction, such as, imminent risk of death or irreversible or serious bodily injury related to Waiver services;

(B) Intentional misuse of funds following notification, assistance and support from DDS;

(C) Failure to follow and implement policies of self-direction after receiving DDS technical assistance and guidance;

(D) ~~Fraud;~~ Suspected fraud or abuse of funds;

(E) A member no longer receives a minimum of one (1) SDS Waiver service per month and DDS is unable to monitor the member; or

(F) Reliable information shows the employer of record or SD-HTS engaged in illegal activity.

(2) When action is taken to involuntarily terminate the member from ~~self-directed services,~~ SDS, the case manager assists the member ~~access~~ in assessing needed and appropriate services through the traditional Waiver services option, ~~ensuring~~ The case manager ensures that no lapse in necessary services occurs for which the member is eligible.

(3) The Fair Hearing process, per OAC 340:100-3-13 applies.

(k) **Reporting requirements.** While operating as an OHCDS, DDS provides OHCA reports detailing provider activity in the format and at times OHCA requires.