RHODE ISLAND DEPARTMENT OF BEHAVIORAL HEALTHCARE, DEVELOPMENTAL DISABILITIES AND HOSPITALS

Notice of Public Hearing

The Director of the Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals has under consideration proposed amendments to the ***Rules and Regulations for the Licensing of Developmental Disability Organizations, Parts I-Appendix***. These regulations shall repeal and supersede any prior rules, regulations, and standards relating to the licensure of facilities and programs for adults with developmental disabilities promulgated by the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals, however named. The purpose of the proposed amendments to the Regulations is to establish prevailing standards for the licensure and certification of agencies and programs that provide services to adults with disabilities in Rhode Island. These regulations are promulgated to ensure that agencies comply with prevailing standards in providing support and assistance to adults with developmental disabilities. They are promulgated in the best interest of the health, safety, and welfare of the public.

In the development of these proposed amendments to the Regulations, consideration was given to the following: (1) alternative approaches; and (2) overlap or duplication with other statutory and regulatory provisions. No alternative approach or duplication or overlap was identified based upon available information.

Notice is hereby given in accordance with the provisions of Chapter 42-35 of the Rhode Island General Laws, as amended, that the Director will hold a public hearing on the above mentioned matter in **the First Floor Conference Room in the Department of Labor and Training at 1511 Pontiac Avenue in Cranston, Rhode Island on Monday, July 14, 2014, at 9:30 AM**.

Persons wishing to testify may do so by signing up at the meeting or by submitting written testimony by, **Monday, July 14, 2014,** to Heather Daglieri, Esq., Office of Licensure, Department of Behavioral Healthcare, Developmental Disabilities and Hospitals, Barry Hall, 14 Harrington Road, Cranston RI 02920 or via email Heather.Daglieri@bhddh.ri.gov. The public hearing will begin at **9:30 AM** and will conclude when the last speaker finishes testimony or at **11:30 AM**, whichever occurs first.

For the sake of accuracy, it is requested that statements to be made relative to any aspect of the regulations, including alternative approaches or overlap, be submitted in writing at the time of the hearing or mailed prior to the hearing date to: Heather Daglieri, Esq., Administrator of Licensing, Rhode Island Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals, Barry Hall, 14 Harrington Road, Cranston, Rhode Island 02920 or via email: Heather.Daglieri@bhddh.ri.gov.

Interested persons may inspect said proposed amendments to the regulations and other related materials on the Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals' website at www.bhddh.ri.gov; at the Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals, 14 Harrington Road, Cranston, Rhode Island, 02920 between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday; by calling (401) 462-0581 {via RI Relay 711}; or by emailing Heather.Daglieri@bhddh.ri.gov Proposed regulations are also posted on the Rhode Island Secretary of State's website: www.sos.ri.gov

The seating capacity of the **First Floor Conference Room in the Department of Labor and Training at 1511 Pontiac Avenue in Cranston, Rhode Island** will be enforced and therefore the number of persons participating in the hearing(s) may be limited at any given time by the hearing officer, in order to comply with safety and fire codes.

The **First Floor Conference Room in the Department of Labor and Training at 1511 Pontiac Avenue in Cranston, Rhode Island** is accessible to individuals with disabilities. Please refrain from wearing scented products to the meeting. What may seem to be a mild fragrance can constitute a toxic exposure for a person with an environmental illness.

The Department of Behavioral Healthcare, Developmental Disabilities and Hospitals does not discriminate against individuals based on race, color, national origin, sex, gender identity or expression, sexual orientation, religious belief, political belief or handicap.

The Rhode Island Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals is accessible to persons with disabilities. If communication assistance (readers /interpreters /captioners) is needed, or any other accommodation to ensure equal participation, please notify the Department at (401) 462-2324 or RI Relay 711 at least three (3) business days prior to the public hearing so arrangements can be made to provide such assistance at no cost to the person requesting.

Signed this 11th day of June 2014

Craig S. Stenning, Director, Rhode Island Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals

State of Rhode Island and Providence Plantations
Department of Behavioral Healthcare, Developmental Disabilities and Hospitals

Concise Summary of Proposed Technical and Non-technical Amendments to Rules and Regulations For the Licensing of Developmental Disability Organizations

In accordance with the Administrative Procedures Act, Section 42-35-3(a)(1) of the General Laws of Rhode Island, the following is a concise summary of the proposed technical and non-technical amendments which are all being proposed by BHDDH to further promote choice, transparency, quality, fairness, and safety in the delivery of services to adults with developmental disabilities:

(1) The Department is rejoining these regulations into one (1) document that will replace the individual six (6) parts and supersede ERLID Numbers: 7213, 7214, 7215, 7216, 7217, and 7218.
(2) Amendments to "Part I Definitions" to further define and refine terms that are used throughout the regulations as well as the inclusion of new definitions;
(2) Amendments to "Part II Developmental Disability Organizations" to further clarify provisions for the management of a DDO, including, but not limited to, documentation requirements;
(3) Amendments to "Part III Provision of Core Services and Participants' Eligibility/Access to Services" to further clarify specialized support services;
(4) Amendments to "Part IV Services for Adults with Developmental Disabilities" to further describe the prevailing standards for the provision of supports and services to adults with developmental disabilities, including, but not limited to, the delivery of supported employment services;
(5) Amendments to "Part V Health Care Services" to clarify healthcare manual requirements;
(6) Amendments to "Appendix One: Billing Criteria" describes a new service and further refines some existing services and adds (2) more appendixes; and
(7) Technical amendments throughout all of the regulations related to numbering, spelling, and grammar.

Rules and Regulations for the Licensing of Developmental Disability Organizations

July 2011

State of Rhode Island and Providence Plantations

Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals (BHDDH)

As Amended:
December 2012
January 2013
June 2014

Lincoln D. Chafee
Governor

Craig S. Stenning
Director

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PREFACE

These rules and regulations are promulgated in accordance with the authority contained in section 40.1-24-1 of the Rhode Island General Laws, as amended, for the purpose of establishing prevailing licensure standards for agencies that provide services to adults with disabilities in Rhode Island.

The provisions of these rules and regulations do not apply to health care facilities licensed by the Rhode Island Department of Health pursuant to section 23-17-1 *et seq.* of the Rhode Island General Laws, as amended; to assisted living facilities also licensed by the Department of Health pursuant to section 23-17.4-1, *et seq*.; or to facilities and programs licensed by the Rhode Island Department of Children, Youth and Families pursuant to section 42-72.1-1 *et seq.* of the Rhode Island General Laws, as amended; or to any facility or program licensed or certified by any other appropriate state agency.

Pursuant to the provisions of section 42-35-3(c) of the Rhode Island General Laws, as amended, the following were given consideration in arriving at the regulations: (1) alternative approaches to the regulations; and (2) duplication or overlap with other state regulations. Based on the available information, no known alternative approach, duplication or overlap was identified.

These regulations shall supersede any prior rules, regulations, and standards relating to the licensure of facilities and programs for adults with developmental disabilities promulgated by the Department of Mental Health, Retardation, and Hospitals and/or the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals. They are promulgated to ensure that agencies comply with the basic requirements in providing support and assistance to people with developmental disabilities and are adopted in the best interest of the health, safety, and welfare of the public.

Part I ***Definitions***

Section 1.0 ***Definitions***

As used herein, the following terms shall be construed as follows:

1.01 "***Abuse***" is defined as the treatment or act toward any person with developmental disabilities, which would endanger the physical or emotional well-being of the person through the action or inaction on the part of anyone, including an employee, intern, volunteer, consultant, contractor, visitor, family member, caregiver, neighbor, citizen or other person with a disability, whether or not the person is or appears to be injured or harmed. The failure to exercise one's responsibility to intercede on behalf of a person receiving services also constitutes abuse. Abuse includes:

1.01.01 ***Physical Abuse***: may include, but is not limited to: physical assault, battery and/or actions such as: hitting, kicking, biting, pinching, burning, strangling, shoving, shaking, dragging, yanking, punching, slapping, pulling hair, grabbing or pushing, or using more force than is necessary for the safety of the person.

a) For incidents involving a caregiver, abuse is defined as the willful subjection of an adult with developmental disabilities to willful infliction of physical pain, willful deprivation of services necessary to maintain physical or mental health, or to unreasonable confinement.

b) For incidents of physical abuse involving two people with disabilities, only an attack resulting in injury in which one person needs medical care beyond routine first aid or a series of deliberate acts (i.e. hitting, kicking, slapping, pulling hair, etc.) displayed by one person with a disability towards another person with a disability should be reported to the Office of Quality Improvement. Other incidents should be documented and handled by the agency's internal Incident Management Committee.

1.01.02 ***Sexual Abuse:*** any sexual contact consensual or otherwise, between a person receiving services and a paid employee, consultant or contractor of the DDO, is always considered abuse. Any sexual contact between a person receiving services and an immediate blood relative is incest and is sexual abuse. Any non-consensual sexual contact between a person with a disability and another person with a disability is also sexual abuse. This includes but is not limited to oral/genital contact, sexual penetration or fondling and any other assault as defined in RI Gen. Laws Section 11-37-1 *et seq.*

1.01.03 Sexual Contact is defined as the touching, fondling or intrusion of the genitals or other intimate parts of the person or offender directly or through clothing for the purpose of sexual arousal or gratification.

1.01.04 First Degree Sexual Assault includes any forced or coerced intrusion, however slight, of the vagina, anus, or mouth, by part of another person's body or by an object including cunnilingus, fellatio.

1.01.05 Second Degree Sexual Assault includes any forced or coerced or intentional touching or sexual contact (not penetration) clothed or unclothed, with a person's genital area, anal area, groin, buttocks, or the breasts of a female for the purpose of sexual arousal, gratification or assault.

1.01.06 Third Degree Sexual Assault includes penetration where one person is 18 years of age or older and the other is over the age of 14 years, but under the age of consent (age 16 years).

1.01.07 Sexual Exploitation: may also include but is not limited to causing a person to expose or touch themselves or anyone else for the purpose of demeaning the person, for the sexual arousal or personal gratification, taking sexually explicit photographs, forcing or encouraging a person to view pornographic materials encouraging a person to use sexually explicit language which he/she may not fully understand, the use of harmful genital practices such as creams, enemas, etc. in order to meet the idiosyncratic needs of an offender, etc.

1.01.08 Psychological/Verbal Abuse: includes intentionally engaging in a pattern of harassing conduct which causes or is likely to cause emotional harm. This includes the use of verbal or non-verbal expression that subjects a person to ridicule, humiliation, contempt, manipulation, or is otherwise threatening, socially stigmatizing and fails to respect the dignity of the Participant including name-calling or swearing at a person, intimidating or condescending actions, behaviors, or demeaning tone of voice or any other pattern of harassing conduct.

1.01.09 Material Abuse means the illegal or improper use or exploitation of the Participant and his/her funds, personal property or other resources.

1.02 ***"Access to Overnight Shared Supports"*** means the availability of direct support and assistance on an on-call basis for Participants who live independently in the community in a setting where direct support can be easily shared among a group of Participants, such as an apartment building. The service is intended to be shared among Participants to help them achieve and/or maintain the outcomes of increased independence, productivity, and inclusion in the community, as outlined in his/her person-centered plan. Access to Overnight Shared Supports does not supplant nonpaid natural supports. This service is only offered to Participants who live independently in a residential setting not licensed by BHDDH where overnight supports are neither authorized nor funded. All staff shall be awake staff.

1.03 "***The Act***" means Chapter 40.1-24 of the Rhode Island General Laws, as amended.

1.04 ***"Advocate***" means a (1) legal guardian, or (2) an individual acting on behalf of a person with developmental disabilities in a manner clearly consistent with the interests of the person with

developmental disabilities and includes a family member, friend, or professional advocate. Whenever possible, an advocate should be selected by the person with a disability.

1.05 ***"Agency Health Care Manual"*** means the repository for all agency policies and procedures relating to health care practices. These manuals are developed by the agency with the input of nursing and other clinical staff and are intended to serve as a guide for health care practice within the agency. ~~Each manual shall be reviewed by and filed with the Department to ensure alignment with the Health Care Standards as contained herein.~~ Each agency shall ensure that the Agency Health Care Manual is reviewed and approved by a Professional Nurse on an annual basis and when any changes are made to it. For the purposes of these regulations, "Agency Health Care Manual" can be used interchangeably with "DDO Health Care Manual."

1.06 ***"Assessment/Data Collection***" means the Professional Nurse (R.N.) will conduct a nursing assessment which includes a deliberate and systematic collection of data to determine a person's current health status; including physical assessment, data analyses, problem identification, and development of a plan of care. The R.N. will complete a nursing assessment when nursing services are deemed appropriate and per the individual plan as determined by the RN based on the person's health care needs.

1.07 "***Assistive Technology"*** means specialized medical equipment and supplies to include (a) devices, controls, or appliances, specified in the individualized service plan, that enable Participants to increase their ability to perform activities of daily living; (b) devices, controls, or appliances that enable the Participant to perceive, control, or communicate with others in the environment in which they live; including such other durable and non-durable medical equipment not available under the state plan that is necessary to address Participant functional limitations. Items reimbursed with waiver funds are in addition to any medical equipment and supplies furnished under the state plan and exclude those items that are not of direct medical or remedial benefit to the Participant. All items shall meet applicable standards of manufacture, design and installation and are subject to prior approval on an individual basis by the Department.

1.08 "***Attendant Care Service"*** means those services provided by home health agencies who deliver direct support in the home or community to Participants in performing tasks based on their individualized service plan for which they are functionally unable to complete independently due to disability. Attendant care services include: assistance with activities of daily living, such as grooming, personal hygiene, toileting, bathing, and dressing; assistance with monitoring health status and physical condition; assistance with preparation and eating of meals (not the cost of the meals itself); assistance with housekeeping activities (bed making, dusting, vacuuming, laundry, grocery shopping, cleaning); assistance with transferring and ambulation; assistance with arranging for or directly providing transportation; and assistance with the use of special mobility devices.

1.09 ***"Authorization***" means the service authorized by BHDDH for each Participant based upon the ISP and shall not exceed the resource allocation unless expressly approved by the Director. For the purposes of these regulations, service allocation can be used interchangeably with authorization.

1.10 "***Aversive***" means a procedure that is unpleasant to the Participant and results in a reduction of problematic behavior.

1.11 ***"Board***" means the board of directors of a developmental disability organization and/or the advisory board of a developmental disability organization that is (a) a for profit entity or (b) a not for profit entity that is part of a national organization providing services in Rhode Island.

1.12 ***"Behavioral Treatment***" means any intervention or treatment to develop and strengthen adaptive, appropriate behaviors through the application of behavioral interventions, and to simultaneously reduce the frequency of maladaptive or inappropriate behaviors. Behavioral interventions encompass behavioral analysis, psychotropic medication, or other similar interventions that refer to purposeful, clinical manipulation of behavior.

1.13 ***"Career Development Plan"*** means a plan that identifies the Participant's employment goals and objectives, the services and supports needed to achieve those goals, the persons, agencies, and providers assigned to assist the person attain those goals, and the obstacles to the Participant working in an individualized job in an integrated community-based employment setting at competitive wages, and seeks to identify the appropriate services and supports necessary to overcome those obstacles.

~~1.13~~ 1.14 ***"Caregiver***" mean any person who is, for a significant period of time, primarily responsible for the management of a person with a developmental disability.

~~1.14~~ 1.15 ***"Center-Based Day Program Service***" means a facility-based day program where services are delivered by a licensed DDO on behalf of Participants.

~~1.15~~ 1.16 "***Clinically Appropriate Services"*** means services that are of proven value in assisting Participants in achieving or maintaining maximum functional capacity in performing daily activities and are:

~~1.15.01~~ 1.16.01 Consistent with accepted standards of quality of care applicable to the service and the service setting; and

~~1.15.02~~ 1.16.02 Intended for more than just the convenience of the Participant, the family, or the provider; and

~~1.15.03~~ 1.16.03 Not duplicative with respect to other services being provided to the Participant by the family or other natural supports; and

~~1.15.04~~ 1.16.04 No more intrusive or restrictive than necessary to provide a proper balance of safety, effectiveness and efficiency; and

~~1.15.05~~ 1.16.05 Cost effective compared to alternative services that would also meet the Participant's needs.

~~1.16~~ 1.17 ***"Communicable Disease"*** means an illness due to a specific infectious agent or its toxic products that arises through transmission of that agent or its products from an infected person, animal or inanimate reservoir to a susceptible host. This includes but is not limited to sexually transmitted diseases.

~~1.17~~ 1.18 ***"Community-Based Day Program Service"*** means ~~day program services provided in the community,~~ services and supports delivered by a licensed developmental disability

organization ~~on behalf of a Participant.~~ to Participants in the amount, duration, and intensity to allow Participants to engage in self-directed integrated activities in the community at times, frequencies, and with persons of their choosing during hours when they are not receiving supported employment or residential services.

~~1.18~~ 1.19 ***"Community-Based Supports Service***" means the availability of direct support and assistance for Participants, or for the relief of the care giver, in or out of the Participant's residence, to achieve and/or maintain the outcomes of increased independence, productivity, enhanced family functioning, and inclusion in the community, as outlined in his/her individualized service plan (ISP). Community-based support services do not supplant non-paid natural supports nor do they replace meaningful day activities. Community-based supports may be delivered one-on-one to a Participant or may be shared by Participants. Community-based support services are intended for a Participant to live in the Participant's home or the family home.

~~1.19~~ 1.20 ***"Community Residence"*** means any home or other living arrangement which is established, offered, maintained, conducted, managed, or operated by any person for a period of at least twenty-four (24) hours, where, on a twenty-four (24) hour basis, direct supervision is provided for the purpose of providing rehabilitative treatment, habilitation, psychological support, and/or social guidance for three (3) or more persons with developmental disabilities or cognitive disabilities such as brain injury. The facilities shall include, but not be limited to, group homes, and fully supervised apartment programs. Semi-independent living programs and shared living arrangements shall not be considered community residences for the purposes of the Act and the rules and regulations herein.

~~1.20~~ 1.21 ***"Community Residence Support Service"*** means services provided in a community residence by a licensed developmental disability organization. The service includes core residential support services and may include specialized residential support services. Community residence support services do not include payments for room and board. Payments for community residence support services are based on residential resource levels.

~~1.21~~ 1.22 ***"Controlled Substance"*** means a drug, substance or immediate precursor in Schedules I - V of Chapter 21-28 of the Rhode Island General Laws, as amended.

~~1.22~~ 1.23 ***"Core Residential Support Services"*** means clinically appropriate services that are provided to all Participants in a setting where the Participant is supported and served on a 24-hour basis, including Shared Living Arrangements. The Core Residential Support Services includes: (1) implementing a Participant's individualized service plan; (2) support and supervision of Participants during the day and night; (3) assistance with activities of daily living; (4) assistance with medical care and medication; (5) skills development; (6) assistance with community participation and inclusion activities; (7) assistance with personal social skills; (8) assistance with use of leisure time skills; (9) providing transportation; (10) management of health and safety; (11) management of behavioral issues; and (12) coordination with supported employment and other meaningful day activities. Participants may also receive Professional Services that are not covered by a health plan. The core services are included in the daily rate established for the community residence support service, the Non-congregant residential support services, and in the reimbursement to the host family in Shared Living Arrangements.

~~1.23~~ 1.24 ***"Day Program Service"*** means a licensed service offered at a center-based day program or a community-based day program by a licensed developmental disability organization. The service includes the provision of education, training and opportunity to acquire the skills and experience needed to participate in the community. This may include activities to support Participants with building problem solving skills, social skills, adaptive skills, daily living skills, and leisure skills. Other services include assistance in establishing friendships, using public transportation, participating in community events, or otherwise undertaking activities to promote community integration. ~~These services emphasize habilitative rather than explicit employment related objectives.~~

~~1.24~~ 1.25 ***"Delegation***" means the transferring to a competent individual the authority to perform a selected nursing activity in a selected situation. The nurse retains the accountability for the delegation.

~~1.25~~ 1.26 ***"Department***" means the Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals ("BHDDH").

~~1.26~~ 1.27 ***"Developmentally disabled adult***" means a person, eighteen (18) years old or older and not under the jurisdiction of the Department of Children, Youth, and Families who is ~~either a mentally retarded developmentally disabled adult or is~~ a person with a severe, chronic disability which:

~~1.26.01~~ 1.27.01 Is attributable to a mental or physical impairment or combination of mental and physical impairments;

~~1.26.02~~ 1.27.02 Is manifested before the person attains age twenty-two (22);

~~1.26.03~~ 1.27.03 Is likely to continue indefinitely;

~~1.26.04~~ 1.27.04 Results in substantial functional limitations in three (3) or more of the following areas of major life activity:

~~1.26.04.01~~ a) Self care;

~~1.26.04.02~~ b) Receptive and expressive language;

~~1.26.04.03~~ c) Learning;

~~1.26.04.04~~ d) Mobility;

~~1.26.04.05~~ e) Self-direction;

~~1.26.04.06~~ f) Capacity for independent living;

~~1.26.04.07~~ g) Economic self-sufficiency; and

~~1.26.05~~ 1.27.05 Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services, which are of lifelong or extended duration and are individually planned and coordinated.

For purposes of funding, it is understood that students enrolled in school will continue to receive education from their local education authority in accordance with § 16-24-1 *et seq*.

~~1.27~~ 1.28 ***"Developmental disability organizations (DDOs)***" means an organization licensed by BHDDH to provide services to adults with disabilities, as provided herein. As used herein, DDOs shall have the same meaning as "providers" or "agencies."

1.29 ***"Discovery"*** means the process of engaging a Participant in identifying his/her interests, strengths, and abilities relating to employment, with the goal of attaining and maintaining employment in an integrated community-based employment setting, including self-employment.

~~1.28~~ 1.30 ***"Evaluation"*** means the Professional Nurse (R.N.) will evaluate and document the person's response to interventions outlined in the plan of care; revise the plan as necessary; and, identify the degree to which the expected outcomes have been achieved.

~~1.29~~ 1.31 ***"Financial Exploitation/Theft***" means the use of funds, personal property or resources of a person receiving services by an individual for their own monetary or personal benefit, profit or gain with or without the informed consent of the person including but not limited to the coercion or manipulation of a person to spend their own personal funds for something they may or may not have use for or soliciting of gifts, funds or favors. This also includes any suspected theft of or missing property or funds of a person. For incidents involving a caregiver, financial exploitation is defined as an act or process of taking pecuniary advantage of a person with a developmental disability by use of undue influence, harassment, duress, deception, false misrepresentation, false pretenses, or misappropriation of funds.

~~1.30~~ 1.32 ***"Fiscal Intermediary***" means a licensed DDO authorized to receive and distribute support funds or Participant directed goods or services on behalf of a Participant in accordance with the Participant's Individualized Service Plan.

~~1.31~~ 1.33 ***"Homemaker Service"*** means performance of general household tasks (e.g., meal preparation and routine household care) provided by a qualified homemaker, when the person regularly responsible for these activities is temporarily absent or when the Participant being served is unable to manage the home and care for him or herself or others in the home.

~~1.32~~ 1.34 ***"Household Member"*** means any person, whether a family member or not, who sleeps within the home full or part-time.

~~1.33~~ 1.35 ***"Hospitalization",*** as used herein, means any unplanned and/or unexpected admission to a hospital, including psychiatric admissions.

~~1.34~~ 1.36 ***"Human Rights Committee"*** means any duly constituted group of people with developmental disabilities, advocates, volunteers, and professionals who have training or experience in the area of behavioral treatment, and other citizens who have been appointed to a provider's human rights committee for the purposes of (1) promoting human rights, (2) reviewing, approving and monitoring individuals' plans designed to modify behavior which utilize aversive techniques or impair the Participant's liberty, or other plans and procedures

that involve risks to the person's protection and rights, and (3) participating in the provider's Participant grievance procedures.

~~1.35~~ 1.37 ***"Incident"*** means a situation in which a person with a developmental disability is harmed, or is involved in an event, which causes concern for the person's health, safety and/or welfare. This includes individuals who receive services from the Department and/or a DDO licensed by the Department.

~~1.36~~ 1.38 ***"Individualized Service Plan"*** means ***"Individual Plan***", ***"ISP***" or any other document, however named, that describes specific customized supports and services authorized by the Department for a person with developmental disabilities in such areas as vocational, social, medical, and supportive living, and includes deliverable long term goals and objectives responsive to the individual needs of the Participant. This document shall be created and revised using a person-centered planning approach. This document shall be reviewed and revised annually and as needed and shall describe in detail the specific, clinically appropriate and individualized services authorized and funded by the Department to be provided by the DDO to the Participant, or which shall be directed by the Participant through a fiscal intermediary.

~~1.37~~ 1.39 "***Individualized Procedure"*** means a procedure which is necessitated by a specific medical need that a Participant would do for his/her self but for his/her disability. The provision of such procedure requires specific training beyond the basic curriculum and is not transferable to another person. Each unlicensed person must demonstrate competency in the specific procedure for a specific person. Ongoing supervision by the Registered Nurse is required of all individualized procedures.

~~1.38~~ 1.40 ***"Individualized Extraordinary Services***" means services that are approved by the Director of BHDDH on a case-by-case basis. Individualized extraordinary services are not services defined in residential resource levels or day program resource levels.

~~1.39~~ 1.41 ***"Injury Requiring Medical Care"*** means any situation involving a person with a developmental disability wherein this person suffers any type of injury requiring medical care or treatment beyond first aide, including but not limited to: assessment/treatment in an emergency room, treatment center, physician's office, urgent care or admission to a hospital.

1.42 ***"Integrated Community-Based Employment"*** means regular or customized employment in the workforce, on the payroll of an employer, at minimum or prevailing wages, where integration and interaction with coworkers without disabilities and customers is assured, an individual job. Employment takes place in a work place in the community, where the majority of individuals do not have disabilities, and which provides opportunities to interact with non-disabled individuals to the same extent that individuals employed in comparable positions would interact and/or the person is self-employed. Self-employment is defined as earning income directly from one's own business, profession, or trade and not as an employee of a business owned by someone else.

~~1.40~~ 1.43 ***"Integration"*** means:

~~1.40.01~~ 1.43.01 The use by individuals with developmental disabilities of the same community resources that are used by and available to other persons in the community;

~~1.40.02~~ 1.43.02 Participation in the same community activities in which persons without a developmental disability participate, together with regular contact with persons without a developmental disability; and

~~1.40.03~~ 1.43.03 Individuals with developmental disabilities live in homes that are in proximity to community resources and foster contact with persons in their community.

~~1.41~~ 1.44 ***"Interim Funding Level***" means the funding available to Participants as determined by the Department prior to the implementation of resource allocation levels.

~~1.42~~ 1.45 ***"Intervention"*** means the Professional Nurse (R.N.) will intervene as guided by the nursing plan of care to implement nursing actions that promote, maintain, or restore wellness and prevent illness. The R.N. shall ensure the implementation of the plan of care and may delegate all or portions of the implementation to the Licensed Practical Nurse (L.P.N.) or to appropriately trained support staff. The L.P.N, acting within the scope of his/her practice, may delegate to unlicensed assistive personnel when the Registered Nurse's assessment allows such delegation to occur. It is recognized that when the L.P.N. works in a team relationship with the R.N., the L.P.N. contributes significantly to each aspect of the nursing process. However, final responsibility for the nursing process and its application remains with the R.N.

1.46 ***"Job Assessment and Development Services"*** means services that are provided for up to a six (6) month consecutive period and assist Participants to engage in the discovery process, create career development plans, participate in trial work experience, and complete vocational assessments, as well as, actions to develop, locate and secure employment for Participants in integrated community-based employment settings. This service can be reauthorized as needed with approval from the Department.

1.47 ***"Job Coach"*** means the individual(s) who delivers the Job Coaching Services to Participants.

1.48 ***"Job Coaching Services"*** means the training of a Participant by a Job Coach, who uses structured intervention techniques to help the Participant learn to perform job tasks to the employer's specifications and to learn the interpersonal skills necessary to be accepted as a worker at the job site and in related community contacts. In addition to job site training, job coaching includes related assessment, job development, counseling, advocacy, travel training, and other services needed to maintain the employment of the Participant. These services shall be used in the first six (6) months of new employment. This service can be reauthorized as needed with approval from the Department.

~~1.43~~ 1.49 ***"Job Developer"*** means the individual(s) who will ~~perform~~ deliver the job ~~development or assessment~~ assessment and development services to Participants, including, but not limited to, creating job opportunities for Participants.

1.50 ***"Job Retention Services"*** means services provided to assist a Participant in maintaining and retaining employment after the intensive period of Job Coaching Services end. These services include, but are not limited to: periodic Job Coaching Services, regular ongoing assessment of the Participant's progress through interactions with the Participant's employer or onsite review, assurance to the Participant and the employer that help is available if a

problem arises, and response(s) to changes in the employment situation. These services shall not be offered simultaneously with Job Coaching Services. Utilization of Job Retention Services by a Participant for longer than eighteen (18) months shall be reviewed during the Participant's ISP and there shall be documentation in the ISP to support the Participant's ongoing need for this service.

~~1.44~~ 1.51 "***Legend Drug"*** means any drugs which are required by any applicable federal or state law or regulation to be dispensed on prescription only or are restricted to use by practitioners only.

~~1.45~~ 1.52 ***"Licensed Health Care Provider"*** means a licensed health care provider that shall include a duly licensed physician, dentist, advanced practice nurse, podiatrist, or other licensed health care providers authorized by law to prescribe.

~~1.46~~ 1.53 ***"Major Life Changes***" means a change in the health and/or safety of an individual that merits examination of the types of supports that may be needed by a Participant. A major life change may trigger the need to conduct a new full or partial SIS assessment prior to the usual three-year cycle that each Participant is assessed. Major life changes shall include but are not limited to: (1) an emergency/crisis in the Participant's living situation; (2) risk of losing living situation; (3) risk of life threatening incidents; (4) repeated incidents relating to the Participant or other Participants' health and safety; (5) a new diagnosis of mid-stage organic brain syndromes; (6) a new diagnosis of serious mental health condition; or (7) development of new co-morbid conditions.

~~1.47~~ 1.54 ***"Medicaid Fiscal Agent***" means the state claims adjudication system for the Medical Assistance Program (Medicaid), also known as the Medicaid Management Information System (MMIS).

~~1.48~~ 1.55 "***Medication Error(s)***" means incidents involving medications which may or may not cause harm to a person's health and welfare. By way of example, and not in limitation, medication errors include: omission of a dosage(s) or failure to administer, incorrect dosage(s), incorrect medication(s), medication(s) given by incorrect administration route, medication(s) given by incorrect time, medication(s) given to wrong person, any inappropriate use of medications, failure to follow agency procedures for medication administration, and medication or treatment given without an order from a physician.

~~1.49~~ 1.56 ***"Missing Person"*** means any situation in which a person is missing who has a residential authorization for services, or a situation that has been reported to the police or a situation where there is serious concern for the person's safety and well-being.

~~1.50~~ 1.57 ***"Mistreatment***" means the inappropriate use of medications, isolation or use of physical or chemical restraints as punishment, for staff convenience, or as a substitute for treatment or care in conflict with a physician's order, or in quantities which inhibit effective care or treatment, which harms or is likely to harm the Participant.

~~1.51~~ 1.58 ***"Natural Supports***" or "***Natural Support System***" means the resources available to a Participant from their relatives, friends, significant others, neighbors, roommates and the community. Services provided by natural supports are resources not paid for by the Department.

~~1.52~~ 1.59 "***Natural Supports Training Service***" means training and counseling services provided to the family of a Participant to increase capabilities to care for, support and maintain the Participant in the home.

~~1.53~~ 1.60 ***"Natural Supports Training Service by Professional Staff "*** means the delivery of a natural supports training service by a degreed psychologist, a licensed psychiatrist, a licensed physical therapist, a licensed occupational therapist, a licensed speech language pathologist, a licensed social worker, or a registered nurse.

~~1.54~~ 1.61 ***"Neglect***" means the failure of a person to provide treatment, care, goods or services necessary to maintain the health and safety of the person. This includes the failure to report or act on health problems of the person or changes in his/her health conditions as indicated within a plan approved by the Department. Neglect also includes lack of attention to the physical needs of the person including personal care, cleanliness and personal hygiene, meals and/or failure to provide appropriate nutrition or a safe and sanitary environment; failure to carry out a plan of treatment or care prescribed by a physician and/or other health care professional; failure to provide services/supports as indicated within an ISP approved by the Department; and failure to provide proper supervision to the persons as required within an ISP or by a court.

~~1.55~~ 1.62 ***"Non-congregant Residential Support Services"*** means services provided in residential settings other than a host family that are not Community Residences as defined herein. The service includes core residential support services and may include specialized residential support services. Non-congregant residential support services do not include payments for room and board. Payments for non-congregant residential support services are based on residential resource levels.

~~1.56~~ 1.63 ***"Non-Delegatable Task"*** means nursing activities that inherently involve ongoing assessment, interpretation or decision making that cannot be logically separated from the procedure(s) and shall not be delegated. Nursing activities for which the delegatee has not demonstrated competence shall not be delegated.

~~1.57~~ 1.64 ***"Nursing Diagnosis"*** means concise statements of conclusions derived from assessment data collected and include the presenting medical diagnoses and the person's unique nursing and health care needs. Nursing diagnoses are recorded in a manner that facilitates the nursing process.

~~1.58~~ 1.65 ***"Nursing Planning"*** means the Professional Nurse (R.N.) will develop a nursing plan of care based upon the data obtained during the assessment. The elements of the plan of care will reflect data obtained as part of the person's initial health care screen as well as subsequent assessments, and shall be congruent with the person's unique health care needs. The plan of care provides guidance for support staff in the provision of health care activities. Nursing plans of care are recorded, communicated to others, and revised as necessary according to the provider's written policy and procedure.

~~1.59~~ 1.66 ***"Nursing Process"*** means a process by which nurses deliver care to patients. The nursing process is comprised of the following essential elements: assessment/data collection; nursing diagnosis; nursing planning; intervention; and evaluation.

~~1.60~~ 1.67 ***"Office of Quality Assurance and/or Office of Quality Improvement***" means the Office of Quality Assurance, also known as the Office of Quality Improvement, within the Department.

~~1.61~~ 1.68 ***"Participant"*** means an adult who has a developmental disability as defined herein. As used herein, "Participant" and "Individual" shall have the same meaning.

~~1.62~~ 1.69 ***"Participant Directed Goods or Services***" means the provision of assistance and resources to Participants with developmental disabilities and their families in order to improve and maintain the Participants' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health. Participant directed goods or services are services, equipment or supplies not otherwise provided in these regulations or through the Medicaid State Plan that address an identified need and are in the approved individualized service plan and meet the following requirements:

~~1.62.01~~ 1.69.01 the item or service would decrease the need for other Medicaid services; and/or promote inclusion in the community;

~~1.62.02~~ 1.69.02 and/or the item or service would increase the Participant's ability to perform activities of daily living;

~~1.62.03~~ 1.69.03 and/or increase the Participant's safety in the home environment;

~~1.62.04~~ 1.69.04 and/or alternative funding sources are not available.

~~1.62.05~~ 1.69.05 Participant directed goods or services are purchased from the Participant's self-directed budget through the Fiscal Intermediary when approved as part of the Individualized Service Plan. This will not include any good/service that would be restrictive to the Participant or is strictly experimental in nature or is an unallowable Medicaid expense.

~~1.63~~ 1.70 "***Perpetrator"*** means the individual who is suspected of violating a person's rights. The perpetrator can include a staff person, family member, friend, other person with a disability, or person from the community.

~~1.64~~ 1.71 ***"Person"*** means any individual, governmental unit, corporation, company, association, or joint stock association and the legal successor thereof.

1.72 ***"Person-Centered Planning"*** means the formal process that organizes services and supports around a self-directed, self-determined and goal-directed future, and includes the process by which a Participant identifies the direction of his/her future activities, including future vocational and employment related activities, based on his/her skills, interests, strengths, and abilities, regardless of whether the Participant has the verbal ability to express such information.

~~1.65~~ 1.73 ***"Personal Care Attendant***", means the individual who works for a provider that has day-to-day interaction with Participants to support their needs. In order to provide assistance to Participants, a personal care attendant shall be at least eighteen (18) years old, have a high school diploma or GED certification, have passed the Department's required criminal background check and other certifications, and have been appropriately trained on how to deliver services to individuals with developmental disabilities. Another term used herein for personal care attendant is "direct service professional."

~~1.66~~ 1.74 ***"Personal Emergency Response System"*** means an electronic device that enables Participants to secure help in an emergency. The Participant may also wear a portable "help" button to allow for mobility. The system is connected to the person's phone and programmed to signal a response center once a "help" button is activated. The service may include the purchase, the installation, a monthly service fee, or all of the above.

~~1.67~~ 1.75 ***"Positive Behavioral Theory and Practice"*** means a proactive approach to individual behavior and behavior interventions that:

~~1.67.01~~ 1.75.01 Emphasizes the development of functional alternative behavior and positive behavior intervention;

~~1.67.02~~ 1.75.02 Uses the least restrictive intervention possible;

~~1.67.03~~ 1.75.03 Ensures that abusive or demeaning interventions are never used; and

~~1.67.04~~ 1.75.04 Evaluates the effectiveness of behavior interventions based on objective data.

~~1.68~~ 1.76 ***"Practical Nursing"*** means Practical Nursing is practiced by Licensed Practical Nurses (L.P.N.'s). It is an integral part of nursing based on a skill level commensurate with education. It includes promotion, maintenance, and restoration of health and utilizes standardized procedures leading to predictable outcomes which are in accord with the professional nurse regimen under the direction of a professional nurse. In situations where professional nurses are not employed, the licensed practical nurse functions under the direction of a duly licensed physician, dentist, podiatrist or other licensed health care providers authorized by law to prescribe. Each L.P.N. is responsible for the nursing care rendered (Rhode Island General Law Chapter 5-34-3).

~~1.69~~ 1.77 ***"Prevocational Training Service"*** means assisting Participants in the development of employment related skills. These may include teaching how to use work related equipment, develop work-related skills, and specialized work-related training and education. ~~Participants may be paid by the provider of center-based employment for work performed according to the standards established by the state Department of Labor and Training.~~ Prevocational training is intended to be a service that Participants receive on a time-limited basis in preparation for securing paid employment by an employer other than the provider.

~~1.70~~ 1.78 ***"Professional Nursing"*** means Professional Nursing is practiced by Registered Nurses (R.N.'s). The practice of professional nursing is a dynamic process of assessment of an individual's health status, identification of health care needs, determination of health care goals with the individual and/or family participation, and the development of a plan of nursing care to achieve these goals. Nursing actions, including teaching and counseling, are directed toward the promotion, maintenance, and restoration of health and evaluation of the individual's response to nursing actions and the medical regimen of care. The Professional Nurse provides care and support of individuals and families during periods of wellness and injury, and incorporates where appropriate, the medical plan of care as prescribed by a licensed physician, dentist or podiatrist or other licensed health care providers authorized by law to prescribe. Each R.N. is directly accountable and responsible to the Participant for the nursing care rendered (Rhode Island General Law Chapter 5-34-3).

~~1.71~~ 1.79 ***"Program/Peer Review Committee"*** means three or more clinicians with expertise in behavioral treatment and approved by the Department.

~~1.72~~ 1.80 ***"Provider***" means any organization that has been established for the purpose of providing either residential and/or day support services for adults with developmental disabilities and which is licensed by the Department of Behavioral Healthcare, Developmental Disabilities, and Hospitals pursuant to section 40.1-24-1 *et. seq.* of the Rhode Island General Laws, as amended.

~~1.73~~ 1.81 ***"Residential Resource Tiers***" means the level of services, based on ~~their~~ his/her resource need, that ~~are~~ is provided to a Participant in a 24-hour residential setting that is either a licensed Community Residence ~~or unlicensed~~ or a residential setting other than a Shared Living Arrangement wherein a DDO provides licensed Non-Congregant Residential Support Services. Staff shall be present in the residential setting whenever a Participant who is assigned a Residential Resource Tier is present in the residential setting, regardless of whether a Participant is receiving Community Residence Support Services or Non-Congregant Residential Support Services. However, if a Participant is assigned a Residential Resource Tier A, a Participant may be unsupervised in the residential setting for a short period of time if the conditions for when and how to utilize this increased independence are clearly identified in the Participant's ISP. The staffing for each Participant shall meet at least the minimum weekly hours identified by Tier below and be based on the DDO's best professional judgment and assessment of the needs and planned activities of the Participants in each residential setting, taking into account factors such as the health and safety of each Participant. ~~Each Residential Resource Tier is based on the weekly schedule for shared staffing in a four-person residential setting.~~ The staffing assumptions assume that each Participant is participating in a day activity thirty (30) hours per week which is outside of the funding for residential services. ~~The expected staffing is measured in total hours for the four-person residential setting and staffing on a per Participant basis.~~

All staffing models shall, at a minimum, be based on the below weekly assumptions as applicable for each Participant:

~~1.73.01~~ 1.81.01 Tier A and Tier B: ~~128-148 weekly schedule hours, or 32-37~~ 32-39 hours per Participant
~~1 staff to 4 clients during client sleep hours~~
~~1 staff to 4 clients during client awake hours~~

~~1.73.02 Tier B: 128-148 weekly schedule hours, or 32-37 hours per Participant~~
~~1 staff to 4 clients during client sleep hours~~
~~1 staff to 4 clients during client awake hours~~

~~1.73.03~~ 1.81.02 Tier C: ~~196-216 weekly schedule hours, or 49-54~~ 40-66 hours per Participant
~~1 staff to 3 clients during client sleep hours~~
~~1 staff to 2.5 clients during client awake hours~~

~~1.73.04~~ 1.81.03Tier D: ~~320-344 weekly schedule hours, or 80-86~~ 67-85 hours per Participant
~~1 staff to 2 clients during client sleep hours~~

~~1 staff to 1.5 clients during client awake hours~~

~~1.73.05~~ 1.81.04Tier E: ~~356-392 weekly schedule hours, or 89-98~~ 76-96 hours per Participant

~~1 staff to 2 clients during client sleep hours~~

~~1 staff to 1.25 clients during client awake hours~~

~~In addition to the staffing on the weekly schedule above, each~~ Each Residential Resource Level assumes a supervisor time allocation of ~~five (5)~~ two and a half (2.5) hours per week per Participant in the residential setting. ~~Staffing in a Residential Resource Level may be used for either Core Residential Support Services or Specialized Residential Support Services.~~

All staff are assumed to be awake staff. However, if there is more than one (1) staff person present in the residential setting on third shift, at least one (1) staff person shall be awake at all times.

The review of staffing hours will be based upon a monthly average.

~~1.74~~ 1.82 ***"Residential Settings Subject to Licensure***" means any residential setting with three (3) or more unrelated Participants receiving Supplemental Security Income including any category of institutions, foster homes, or group living arrangements in compliance with Section 1616 (e) of the Social Security Act. Such standards shall be appropriate to the needs of such Participants and the character of the facilities involved, and shall govern such matters as admission policies, safety, sanitation, and protection of civil rights.

~~1.75~~ 1.83 "***Residential Supports Services***" for adults with developmental disabilities, as used herein, shall mean and shall include:

~~1.75.01~~ 1.83.01 Shared Living Arrangements;
~~1.75.02~~ 1.83.02 Community Residence; and
~~1.75.03~~ 1.83.03 Non-congregant Residential Support Services.

~~1.76~~ 1.84 "***Resource Allocation Level***" means the quarterly amount of resources allocated to a Participant based on their assessed level of need using the Supports Intensity Scale and the Rhode Island Supplemental SIS Questions as updated by the Department from time to time. The resource allocation level is specific to the Participant and establishes the amount for the Participant to negotiate more specific services to be provided. The clinically appropriate delivery of services and supports to the Participant shall be annually described and itemized in detail in the Participant's ISP. As such, resources allocated to one Participant cannot be used to support the services of another Participant. One category of resource allocation levels is for Participants who require out-of-home placement and 24-hour support. Three other categories are for Participants who need less than 24-hour supports. Category two is for Participants who reside in their own home. Category three is for Participants who reside in their family's home. Category four is for Participants who reside in a shared living arrangement. The resource allocation levels anticipate that Participants will share services. As of July 1, 2011, in accordance with RIGL 40.1-21-4.3(7) and RIGL 40.1-26-2(9) all resource allocations will be allocated on a quarterly basis. As used herein, "Resource Allocation Level" and "Service Package" shall have the same meaning.

~~1.77~~ 1.85 ***"Respite care service"*** means direct support to Participants furnished on a short-term basis because of the absence or need for relief of those persons who normally provide care

for the Participant. Respite care services may be provided in the Participant's home or private place of residence or at the location of a respite care provider or in the community.

~~1.78~~ 1.86 ***"Rhode Island Supplemental SIS Questions***" means the questions developed by the Department that the SIS assessor asks Participants in addition to the standard questions asked on the Supports Intensity Scale. The purpose of the Rhode Island supplemental SIS questions is to obtain more information about Participants that potentially have higher resource needs.

~~1.79~~ 1.87 ***"Serious Reportable Incident***" means any situation involving a person with developmental disabilities in which the person has:

~~1.79.01~~ 1.87.01 Had an injury that requires medical care or treatment beyond routine first aid;

~~1.79.02~~ 1.87.02 Been involved in an unexplained absence and whose whereabouts are unknown to anyone;

~~1.79.03~~ 1.87.03 Died;

~~1.79.04~~ 1.87.04 Has been personally involved (is the alleged victim or perpetrator) in a serious criminal act;

~~1.79.05~~ 1.87.05 Been involved in an event in which law enforcement has been contacted or in an event in which first responders, including, but not limited to, law enforcement, fire, and/or emergency medical personnel, have participated;

~~1.79.06~~ 1.87.06 Has been the subject of a serious or repeated medication error; or

~~1.79.07~~ 1.87.07 Had any of his/her civil or human rights violated.

~~1.80~~ 1.88 "***Service Package***" means the quarterly amount of resources allocated to a Participant based on their assessed level of need using the Supports Intensity Scale and the Rhode Island Supplemental SIS Questions as updated by the Department from time to time. The resource allocation level is specific to the Participant and establishes the amount for the Participant to negotiate more specific services to be provided. The clinically appropriate delivery of services and supports to the Participant shall be annually described and itemized in detail in the Participant's ISP. As such, resources allocated to one Participant cannot be used to support the services of another Participant. One category of resource allocation levels is for Participants who require out-of-home placement and 24-hour support. Three other categories are for Participants who need less than 24-hour supports. Category two is for Participants who reside in their own home. Category three is for Participants who reside in their family's home. Category four is for Participants who reside in a shared living arrangement. The resource allocation levels anticipate that Participants will share services. As of July 1, 2011, in accordance with RIGL 40.1-21-4.3(7) and RIGL 40.1-26-2(9) all resource allocations will be allocated on a quarterly basis. As used herein, "Resource Allocation Level" and "Service Package" shall have the same meaning.

~~1.81~~ 1.89 ***"Shared Living Arrangement Contractor"*** means the adult who is not a Participant's household member and who has contracted with a shared living placement agency to provide core residential support services in his/her home to a Participant.

~~1.82~~ 1.90 ***"Shared Living Arrangement Service"*** means a residential option for an adult with a developmental disability to reside with and receive core residential support services from someone who has contracted with a shared living placement agency to be a shared living arrangement contractor for the Participant.

~~1.83~~ 1.91 **"*Shared Living Arrangement Study*"** means the comprehensive process, conducted by the shared living placement agency, to determine the suitability and capability of an applicant(s) to fulfill the role of a shared living contractor.

~~1.84~~ 1.92 ***"Shared Living Placement Agency***" means an entity that has been granted a service license by the Department and that has been granted the additional authorization by the Department to administer a shared living program that contracts with shared living arrangement contractors to provide core residential support services in his/her home to a Participant.

~~1.85~~ 1.93 ***"Shared Living Residence***" means the residence and physical premises in which the support is provided by the shared living arrangement contractor. The home shall be inspected and approved by the shared living placement agency.

1.94 ***"Sheltered Workshop"*** means a facility-based service that congregates a large number of Participants. Sheltered workshops are operated by providers. Participants are frequently paid less than minimum wage for work performed. In sheltered workshops, Participants have limited or no engagement with nondisabled peers, co-workers, and customers, except for provider agency support staff. A sheltered workshop is not an integrated community-based employment setting.

1.95 ***"Situational Assessment"*** means a vocational assessment that is administered on-site in integrated community-based employment settings, where Participants are evaluated in the performance of work activities that are typical to the setting where the assessment is administered.

~~1.86~~ 1.96 ***"Specialized Support Services"*** means supports for Participants requiring one of the following: additional staffing needs, Professional Services, Behavioral Supports, or Medical Supports to support the Participant beyond what is included in the Core Residential Support Service or Day Program Service.

~~1.86.01~~ 1.96.01 "***Professional Services"*** ~~means~~ include, but are not limited to: psychologist, psychiatrist, physical ~~therapy,~~ therapist, occupational ~~therapy,~~ therapist, speech ~~therapy,~~ therapist, registered ~~nursing and~~ nurses, interpreters, licensed social workers, licensed mental health counselors ("LMHCs"), and licensed marriage and family therapists ("LMFTs").

~~1.86.02~~ 1.96.02 "***Behavioral Supports"*** means services provided to a Participant who has a behavioral treatment plan in place which was developed in cooperation with professional staff to address chronic and severe behavioral problems and concerns that severely and persistently interfere with the Participant's and/or

others' health and safety. The implementation of behavioral supports requires behavioral professional staff to provide additional training and supervision to personal care attendants that is above the training and supervision required in the provision of Core Residential Support Services or Day Program Services.

~~1.86.03~~ 1.96.03 "***Medical Supports"*** means services provided to a Participant who has a medical treatment plan in place which was developed by a physician or a licensed registered nurse. Participants receiving Medical Supports are under the clinical supervision of a licensed registered nurse who provides additional training required for personal care attendants that is above the training required in the provision of Core Residential Support Services or Day Program Services and is not otherwise covered by the Participant's medical insurance or health plan. The licensed registered nurse also provides direct care and treatment to Participants reserved to them by statute in either the Participant's residential setting or where they receive Day Program Services.

~~1.86.04~~ 1.96.04 "***Behavioral Treatment Plan"*** means a plan developed by a qualified individual who at a minimum has a Bachelor of Arts (BA) or Bachelor of Science (BS) and has either experience or training in contemporary practices to change or modify inappropriate behavior and expertise in the development, implementation and oversight of physical interventions~~, including, but not limited to a Master's Level or Ph.D. Psychologist, as designated and approved by the Department in writing, that includes, but is not limited to:~~ A Behavioral Treatment Plan shall include:

a) Qualifications of staff writing the plan;

b) Qualifications of staff implementing the plan;

c) Identify all utilized accredited or evidence based behavioral interventions/techniques relied upon in the development of the plan and the training of the staff;

d) Any legal involvement of the Participant;

e) Current information, including, but not limited to: nature of residence, work or day activities, staffing and other available resources should be noted, including mode of communication, any human rights restrictions, HRC or PRC involvement, psychiatric medication, counseling and previous behavioral interventions/techniques;

f) Background information, including, but not limited to: summary information on the individual that is helpful in understanding his/her disability, past and current medication(s), extent to which the individual has been able to engage in productive work, domestic life, and self-care, extent to which problem behavior has limited opportunities for satisfying adult living and the rationale for implementing a behavior plan;

g) Description of the frequency and nature of the targeted behavior, including, but not limited to, any human rights restrictions, how the targeted behavior can be measured objectively, and whether the goal is to increase adaptive behavior, decrease problem behavior, or both, and how the behavior will be observed and measured;

h) Summary of functional behavior assessment - A comprehensive functional assessment of problem behavior should allow the development of reasonable hypotheses about the function of the problem behavior. The plan should state the function of the problem behavior (e.g., positive reinforcement through attention from staff, negative reinforcement through escape from demands, automatic positive reinforcement through sensory consequences, etc.). Subsequent plans should state whether the data supports the functional assessment or whether the hypotheses should be changed;

i) Description of the context and the antecedents of the targeted behavior;

j) Description of the objective or desired outcome of treatment should be stated in clear, measurable and positive terms, not exclusively in terms of behavior reduction;

k) The date or interval of time in which the objective is to be reached;

l) Description of the appropriate/alternative behavior to be taught or strengthened and defined in observable terms that will replace the targeted behavior and serve the same function as the suppressed targeted behavior;

m) Description of the reinforcer used to strengthen the adaptive behavior;

n) Identify a schedule of reinforcement, specifically whether the behavior is to be reinforced each time it occurs (continuous reinforcement) or on another, specified schedule;

o) Description of baseline data, including, but not limited to, a baseline measure of the targeted behavior that is objective and quantitative;

p) A method for measuring changes in adaptive/alternative behavior over time to include the rate, intensity, percent of occurrence when the opportunity was present;

q) A method for measuring changes in targeted behavior over time to include the rate, intensity, percent of occurrence;

r) Description of the review process, to include, terms of phasing out the old behavior, implementing the new behavior, periodic review of any restrictions placed on human rights by the HRC and/or PRC, and a detailed plan to terminate any such restrictions;

s) Signatures of the Participant for whom the plan is written, legal guardian, advocate, support coordinator, Department approved writer/author of the behavior plan, and any additional stake-holders; and

t) Date(s) of the signatures, plan revision(s), periodic reviews, and HRC and/or PRC reviews.

The DDO shall make every reasonable effort to bill Participant's medical insurance.

~~1.86.05~~ 1.96.05 "***Medical Treatment Plan"*** means a plan developed by a Registered Nurse or physician that describes the medical, nursing, psychosocial, and other needs of the Participant and how these needs shall be met; the DDO shall make every reasonable effort to bill the Participant's medical insurance. The Medical Treatment Plan includes which tasks shall be taught or delegated to personal care attendants and which shall be completed by a Registered Nurse as reserved to them by statute.

~~1.87~~ 1.97 ***"Supervision"*** means the provision of guidance by a Professional Nurse (RN) for the accomplishment of a nursing task or activity with initial direction of the task or activity and periodic inspection and documentation of the actual act of accomplishing the task or activity. Total nursing care of an individual remains the responsibility and accountability of the nurse.

~~1.88~~ 1.98 ***"Support Facilitation Resource Tiers***" means the level of Support Facilitation provided to a Participant based on their resource need. Each Support Facilitation Resource Tier represents the expected monthly caseload of Support Facilitators. The expected monthly caseload is measured in the number of Participants per Support Facilitator and the estimated hours of service provided per Participant per month.

~~1.88.01~~ 1.98.01 Tier A: Caseload of 90-150 Participants, estimated 0.75 hours per Participant per month
~~1.88.02~~ 1.98.02 Tier B: Caseload of 50-90 Participants, estimated 1.25 hours per Participant per month.
~~1.88.03~~ 1.98.03 Tier C: Caseload of 35-50 Participants, estimated 2.50 hours per Participant per month.
~~1.88.04~~ 1.98.04 Tier D: Caseload of 25-35 Participants, estimated 4.00 hours per Participant per month.
~~1.88.05~~ 1.98.05 Tier E: Caseload of 25-35 Participants, estimated 4.00 hours per Participant per month.

~~1.89~~ 1.99 ***"Support Facilitation Service"*** means services that empower Participants to define and direct their own personal assistance needs and services. The Support Facilitation Service is managed by a Supports Facilitator. The Support Facilitator guides and supports, rather than directs and manages, the Participant through the service planning and delivery process. The Supports Facilitator counsels, facilitates and assists in the development of the Individualized Service Plan and in facilitating the Participant in securing and employing their staff. The Support Facilitation Service also includes the services provided by fiscal intermediary.

~~1.90~~ 1.100 ***"Support Facilitator***" means the individual employed by the fiscal intermediary who delivers Support Facilitation services. The term is synonymous with Case Manager in these regulations.

~~1.91~~ 1.101 ***"Support Coordinator***" means the individual employed by the DDO who delivers Support Coordination services. The term is synonymous with Case Manager in these regulations and includes but is not limited to the external coordination and monitoring of the Shared Living Arrangements.

~~1.92~~ 1.102 ***"Support Coordination Resource Tiers***" means the level of Support Coordination provided to a Participant based on their resource need. Each Support Coordination Resource Tier represents the expected monthly caseload of Support Coordinators. The expected monthly caseload is measured in the number of Participants per Support Coordinator and the estimated hours of service provided per Participant per month.

~~1.92.01~~ 1.102.01 Tier A: Caseload of 45-50 Participants, estimated 2.5 hours per Participant per month.

~~1.92.02~~ 1.102.02 Tier B: Caseload of 40-45 Participants, estimated 3.25 hours per Participant per month.

~~1.92.03~~ 1.102.03 Tier C: Caseload of 32-40 Participants, estimated 3.75 hours per Participant per month.

~~1.92.04~~ 1.102.04 Tier D: Caseload of 20-32 Participants, estimated 6.0 hours per Participant per month.

~~1.92.05~~ 1.102.05 Tier E: Caseload of 20-32 Participants, estimated 6.0 hours per Participant per month.

~~1.93~~ 1.103 ***"Support Coordination Service"*** means services that assist Participants in gaining access to needed waiver and State plan services, as well as needed medical, social, educational and other services. The Support Coordination Service is managed by one individual (the Support Coordinator) for each Participant. The Support Coordinator is responsible for developing and maintaining the Individualized Service Plan with the Participant, their family, and other team members designated by the Participant. The Support Coordinator is responsible for the ongoing monitoring of the provision of services included in the Individualized Service Plan.

~~1.94~~ 1.104 ***"Support Staff"*** means trained, responsible individuals other than the professional nurse who may function in a complimentary or assistive role to the professional nurse in providing direct care to a person with developmental disabilities.

1.105 ***"Supported Employment Placement"*** means the provision of Supported Employment Services in an integrated community-based employment setting. This includes when a Participant is self-employed.

~~1.95 ***"Supported Employment Service"*** means activities needed to help the Participant(s) develop the specific job skills necessary to sustain paid employment, earning at least 50% of the state minimum wage and working in an integrated environment. This includes regular~~

~~contacts at a Participant job site that is outside of a center based day service site. Supported employment can also be provided to support Participants who create their own business or micro-enterprise. Supported employment may be delivered one-on-one to a Participant or shared with two or more Participants. This service does not include transportation to and from the Participant's job worksite. It does not include payment for the supervisory activities rendered as a normal part of the business setting.~~

1.106 ***"Supported Employment Services"*** means any service that has as its primary goal the employment of a Participant receiving minimum wage or competitive/prevailing wages in an integrated community-based employment setting: job assessment and development, job coaching, and job retention. Supported Employment Services include individualized job development and placement that produce an appropriate job match for the Participant and the employer, on-the-job training in work and work related skills required for job performance, ongoing supervision and monitoring of the Participant's performance, job retention services, training in related skills essential to obtaining and retaining employment such as the effective use of community resources, use of break and lunch areas, and transportation and mobility training. Supported Employment Services are provided to Participants in the amount, duration, and intensity that allow Participants to work the maximum number of hours consistent with their abilities in an integrated employment setting. Supported Employment Services can also be provided to Participants who create their own businesses or micro-enterprises. Supported Employment Services may be delivered one-to-one (1:1) to a Participant or shared with two (2) or more Participants.

~~1.96~~ 1.107 "***Supports Brokerage Service"*** means supports that focus on empowering Participants to define and direct their own personal assistance needs and services. Participants choosing a Participant-directed model hire individuals in the supports brokerage service to serve as a guide to the Participant through the service planning and delivery process.

~~1.97~~ 1.108 ***"Supports Intensity Scale,*** or ***SIS***", means the standardized assessment tool designed by the American Association on Intellectual and Developmental Disabilities (AAIDD) to measure the pattern and intensity of supports an adult with developmental disabilities requires to be successful in community settings.

~~1.98~~ 1.109 ***"SIS Assessor"*** means the individual in the Department's Social Services Unit who has successfully completed the Department's nationally-recognized training to conduct SIS assessments.

1.110 ***"Trial Work Experience"*** means the opportunity to work in a real job in an integrated community-based employment setting alongside nondisabled co-workers, customers, and peers with the appropriate services and supports for a sufficient period of time to establish whether a Participant's interests, skills, and abilities are well-suited for the particular job.

~~1.99~~ 1.111 ***"Violation of Human Rights"*** means any action or inaction which deprives a Participant of any of his or her legal rights, as articulated in law or in these regulations.

1.112 ***"Vocational Assessment"*** means an assessment as contained in or attached to a Participant's ISP that is administered to provide employment-related information essential to the development of, or revision of, a Participant's ISP. The primary purpose of all vocational assessments shall be to determine a Participant's interests, strengths, and abilities in order to

identify a suitable match between the Participant and an integrated community-based employment setting.

1.113 ***"Working Age Individuals"*** means Participants between the ages of 21 and 60, Participants who are younger than 21 and who are no longer receiving public school services, and those Participants over 60 who choose to continue employment.

Part II ***Developmental Disability Organizations***

Section 2.0 ***Certification and Licensure***

2.01 All DDOs shall be both certified and licensed by the Department to provide services to adults with developmental disabilities in Rhode Island.

2.02 An entity seeking to become a licensed DDO shall complete an initial application for certification using the forms and in the format specified by the Department.

2.03 Upon review by the Department, including an on-site review, a successful applicant for certification shall be granted DDO provider certification. The DDO provider certification shall remain in effect for up to five (5) years.

Components of Certification

2.04 The initial certification process shall include but is not limited to a review of the prospective DDO's:

a) Mission
b) Corporate philosophy
c) Organizational background and corporate history
d) Experience providing services to Participants in other states
e) Corporate experience in Rhode Island
f) Demonstrated commitment to Participants
g) Provisions for how Participants who are served participate in the operation of the DDO
h) Strategies for promoting community inclusion and membership
i) Approach to the respectful, age-appropriate imagery of people with developmental disabilities, and strategies for increasing valued roles and perceptions of people in the community
j) Strategies for providing a voice in all aspects of daily life for the Participants the DDO serves
k) Human Rights Committee
l) Board of Directors
m) Staffing
n) Staff experience
o) Job descriptions
p) Resumes
q) Staff recruitment, selection, training and supervision approach
r) Criminal background checks
s) Staffing and scheduling patterns
t) Conflicts of interest
u) Financial disclosure information

v) Audit (annually audited financial statements for past three (3) years)
w) Fiscal capacity (including business plan if new entity)
x) Tax compliance
y) References
z) Demonstrated capacity to provide supports to Participants with complex behavioral issues and/or medical needs
aa) Written policies and procedures.

2.05 The Department shall review the assurances the DDO makes to comply with applicable laws and regulations.

2.06 The Department shall conduct a readiness review and an on-site visit to the DDO and DDO sites to ensure their preparedness for service provision.

Licensure

2.07 An application for a license to conduct, maintain, or operate a DDO that provides services to adults with developmental disabilities shall be made to the Department in accordance with the requirements set forth in the *Rules and Regulations: Licensing Procedure and Process for Facilities and Programs Licensed by the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals*.

2.08 To provide services to adults with developmental disabilities a certified DDO shall apply for both an agency and a service license in one (1) or more of the following service categories:

2.08.01~~.01~~ Residential Supports Services:

a) ~~Community residences;~~ Community Residence Support Service;

b) ~~Non-congregant settings;~~ Non-congregant Residential Support Service; and

c) ~~Shared Living arrangements.~~ Shared Living Arrangement Service.

2.08.02 ~~Community Based Day Service Programs:~~ Day Program Services:

a) ~~Day Program~~ Center Based Day Program Service;

b) ~~Supported Employment~~ Community Based Day Program Service; and

c) Supported Employment Services.

2.08.03 ~~Self-directed care (fiscal intermediary)~~ Fiscal Intermediary Services

2.08.04 Community-Based Supports Services.

2.09 DDOs that provide services to adults with developmental disabilities shall meet all of the requirements contained in the *Rules and Regulations: Licensing Procedure and Process for Facilities and Programs Licensed by the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals.* DDOs that hold one (1) or more service license (as listed above) shall meet the additional licensing requirements as contained herein. DDO's shall hold agency licenses and specific service licenses and may only be reimbursed for supports and services for which they hold a service license.

2.10 The Department reserves the right to revoke or suspend the license(s) or certification of any DDO for any violation of the rules and regulations herein in accordance with the process and procedure contained in the *Rules and Regulations: Licensing Procedure and Process for Facilities and Programs Licensed by the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals*.

Section 3.0 ***Admittance of Participants***

3.01 No DDO shall be reimbursed by the Department for services without a valid agency license, service license, approved ISP, funding authorization and prior written approval from the Department.

Section 4.0 ***Variances***

4.01 Requests for variances to clinical requirements or procedural requirements as described herein may be made by the DDO in accordance with the process and procedure described in the *Rules and Regulations: Licensing Procedure and Process for Facilities and Programs Licensed by the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals*. Requests for variances and the relevant documentation shall be submitted in writing to the Department. Such requests and documentation shall also be maintained in the Participant's central record.

Section 5.0 ***Provider Governance***

Leadership and Organization Planning

5.01 The DDO shall operate in accordance with all applicable local, state and federal laws, rules, and regulations.

5.02 Each DDO shall have an organized board of directors that functions as its governing body and that is ultimately responsible for:

a) Program and fiscal management and operation of the DDO;

b) Assurance of the quality of services;

c) Compliance with all federal, state, and local laws and regulations pertaining to Organizations, and the regulations herein; and

d) Compliance with all applicable components of the Americans with Disabilities Act (ADA) and other federal and state disability civil rights laws.

5.02.01 Each DDO that is either (a) a for profit entity or (b) a not for profit entity that is part of a national organization providing services in Rhode Island shall have either a board of directors that meets all of the requirements of a board of directors as mandated in these regulations or an advisory board that meets all of the requirements of a board of directors as mandated in these regulations.

5.03 The board of directors shall provide appropriate personnel, physical resources, and equipment to facilitate the delivery of services to Participants by the DDO.

5.04 The board of directors shall include persons who represent the greater community, including Participant and family participation. Twenty-five percent (25%) of the board shall be Participants and/or family members of Participants. At a minimum, one (1) board member shall be a Participant. Efforts shall be made to recruit members who represent the cultural diversity and population of the local community of the DDO.

5.05 The board of directors shall adopt by-laws, or an acceptable equivalent, that shall:

a) Describe the lines and levels of authority for relationships among itself, the executive director and the community;

b) Define the ethical standards and the responsibilities for the governance of the operation and performance of the organization; and

c) Stipulate at least four (4) regular meetings of the board of directors each year and shall describe qualifications for membership, quorum requirements and require recording of minutes.

5.06 There shall be a written statement of the specific responsibilities of the board of directors.

5.07 The board of directors shall review and approve major program changes recommended by the executive director.

5.08 The board of directors shall adopt an annual budget, approve policies, and receive written reports of income and expenditures by program and receive a copy of the annual audit.

5.09 The board of directors shall be responsible for annually evaluating the performance of the executive director of the DDO.

5.10 A written plan shall define the mission, vision, and values for the DDO as well as strategic, operational, program-related, and other plans and policies to achieve them.

5.11 The DDO shall have a written policy and procedure manual that shall be implemented, reviewed and updated as necessary.

5.12 Planning shall address all of the DDO's services and organizational functions that are described in these regulations.

5.13 The leadership of a DDO shall communicate the DDO's mission, vision, values, and plan to all staff of the DDO and to Participants.

5.14 The planning process provides a framework for setting performance improvement priorities and identifies how priorities are adjusted in response to unusual or urgent events.

5.15 The leadership of a DDO shall develop programs to promote staff recruitment, retention, development, and continuing education.

Section 6.0 ***Financial Management***

6.01 The DDO shall develop an annual operating budget and long-term capital expenditure plan.

a) A strategy to monitor the implementation of the plan shall be included.

6.02 The board of directors shall approve the annual operating budget and the long-term capital expenditure plan.

6.03 The DDO's financial plan shall include:

a) An authorized budget with a review of financial performance at least quarterly;

b) Provisions for meeting the needs of participants and producing the desired outcomes;

c) Attention to long-term financial solvency;

d) Attention to continuity of services; and

e) Identification of the sources of funding for the operations of the DDO.

6.04 The DDO shall contract with an independent certified public accountant to conduct an annual audit of the DDO's financial statements.

6.04.01 The DDO shall provide audited financial statements, audit findings and any recommendations, including corrective action plans, and any supplemental schedules, as may be required by the Department.

6.05 The DDO shall secure insurance to:

a) Cover damage, injury, or loss of life caused by fire, accident, or any other dangers that might occur during the operation of the DDO;

b) Provide liability coverage for all vehicles owned, leased or operated by the DDO; and

c) Carry workers compensation insurance in accordance with the laws of the State of Rhode Island.

d) Protect the personal funds of Participants, to cover damage, injury or loss of life caused by fire, accident or any other dangers which might arise in the operation of the DDO.

6.06 The DDO shall be required to show that it has reasonable assurance of the funds necessary to carry out the purpose for which the license is granted.

6.07 The DDO shall maintain its financial records in accordance with generally accepted accounting and bookkeeping practices and in accordance with the MMIS.

6.08 The DDO shall have the infrastructure and ability to develop, support, and maintain a billing system that can track services provided and bill accordingly.

6.09 DDOs shall bill the Department for services rendered to Participants in accordance with the requirements of Appendix One herein.

Section 7.0 ***Organization Ethics***

7.01 Each DDO shall have a written Code of Ethical Conduct.

7.02 All staff, including volunteers, consultants, contractors, and shared living arrangement contractors shall adhere to both the Code of Ethics of their respective disciplines, as applicable, and the DDO 's Code of Ethical Conduct.

7.03 The DDO's written Code of Ethical Conduct shall address ethical issues in the management and provision of services and in the implementation of clinical practices in accordance with Parts III, IV, and V herein.

7.04 Ethical standards for all staff, including volunteers, consultants, contractors, and shared living arrangement contractors shall include, but shall not be limited to, the following:

a) Staff shall use accurate and respectful language in all communications to and about persons served.

b) Staff is prohibited from engaging in or promising to engage in a personal, scientific, professional, financial, or other relationship, that is outside the professional relationship sanctioned by the DDO, with persons currently or formerly served by the DDO.

c) Staff shall not take advantage of any professional relationship or exploit others for their personal, religious, financial, sexual, political, or business interests.

d) Staff shall respect the confidentiality of each person served.

7.05 The DDO's policies and procedures shall reflect ethical practices for marketing, admission, transfer and billing.

7.06 The DDO's Code of Ethical Conduct shall address the provision of appropriate care without consideration of financial resources.

7.07 The DDO’s Code of Ethical Conduct shall include a policy regarding gifts, goods, or services given to or received from persons served.

7.08 The Code of Ethical Conduct shall be posted in a conspicuous place(s) in all buildings where services are provided and shall be communicated to all personnel and to all persons served during orientation to the DDO and shall be available upon verbal or written request.

7.09 Training regarding the Code of Ethical Conduct shall be provided to all staff, volunteers, consultants, contractors, and shared living arrangement contractors, as applicable.

a) A record of this training shall be maintained by the DDO.

7.10 The DDO shall have a written policy and procedure to address any violation of the Code of Ethical Conduct.

7.11 All staff and volunteers affiliated with the DDO shall sign a copy of the Code of Ethical Conduct to indicate that they understand their responsibility to abide by these standards.

a) Documentation shall be maintained in the individual's personnel file.

7.12 The DDO shall not take retaliatory or punitive action against any employee or person served for his or her report of a possible or perceived violation of any rule, regulation, standard, or statute committed by the DDO or by an employee of the DDO.

Section 8.0 ***Quality Assurance/Improvement and Participant Satisfaction***

8.01 The DDO shall ensure that there is an effective, ongoing, organization-wide quality assurance/improvement program to evaluate the provision of services to Participants.

8.02 The DDO's organization-wide quality assurance/improvement program shall include a written plan of implementation that is evaluated and updated annually. This quality assurance/improvement plan shall outline and describe the design and implementation process for the systematic collection and analysis of data that is used for the purpose of continuous improvement in the performance and impact of services provided to Participants. Such data to be analyzed shall include, but shall not be limited to, the following areas:

a) Reportable incidents, human rights violations, complaints and grievances;

b) Participant satisfaction (persons with disabilities, families of persons with disabilities, legal guardians of persons with disabilities);

c) Financial management;

d) Outcomes (the results of services provided to persons with disabilities).

8.03 The DDO shall have a written quality assurance/improvement plan that:

a) Is based upon a consistent approach and applies to all programs providing services to Participants;

b) Relates to the overall mission and strategic plan of the DDO;

c) Describes how the DDO's board of directors and senior management participate in and support the DDO's approach to quality management;

d) Is collaborative and seeks input from all stakeholders;

e) Describes how data are collected, analyzed and used to continuously improve processes and outcomes;

f) Identifies opportunities and priorities for improvement through the process of data collection and analysis.

g) Identifies and describes:

1. Program administration and coordination;
2. Involvement of all professional disciplines and services;
3. Methodology for monitoring and evaluating the quality of care;
4. Priority setting and problem resolution;
5. Determination of the effectiveness of actions taken;
6. Documentation of the quality assurance/improvement plan review.
7. Outcomes and measurable goals.

8.04 The written quality assurance/improvement plan shall measure the outcomes of supports and services provided by the DDO, including services rendered by a contractor(s).

8.05 The annual evaluation of the quality assurance/improvement plan shall document appropriate remedial action to address problems identified through the quality assurance/improvement process. The outcome(s) of the remedial action shall also be documented.

8.06 The annual evaluation of the quality assurance/improvement plan shall also include the DDO's evaluation of services delivered to Participants shall include at least the following components:

a) Major accomplishments/highlights;

b) Identification of problem areas;

c) Effectiveness of the DDO;

d) Satisfaction of persons served by the DDO; and

e) The review and appraisal of self-satisfaction statements of Participants.

8.07 The DDO shall annually develop a written report on the findings of the quality assurance/improvement plan evaluation.

8.08 The board of directors and administrative staff of the DDO shall receive copies of the written report and shall review the information.

8.09 The DDO shall provide a copy of the annual written quality assurance/improvement plan evaluation to the Department and the quality assurance/improvement plan evaluation shall be available to other interested persons.

8.10 All DDOs shall have written policies and procedures for assessing Participant satisfaction with services and supports received, Participant choice regarding services received, and Participant involvement in monitoring and directing the provision of services.

Section 9.0 ***Program Documentation Requirements***

9.01 All records, entries and documentation required by these regulations shall be:

a) Prepared at the time, or immediately following, the event being recorded;

b) Accurate and contain no willful falsifications;

c) Legible, dated, and signed by the person making the entry; and

d) Maintained for no less than seven (7) years.

Section 10.0 ***Review Process***

10.01 The Department, at its discretion, may conduct a full quality review and monitoring review of the DDO at any time.

Section 11.0 ***Personnel***

Basic Personnel Policies and Procedures

11.01 The DDO shall have and shall implement personnel policies and procedures that address suspension, increased supervision, or other appropriate disciplinary employment procedures when a staff member has been identified as an accused person in an abuse/neglect/mistreatment investigation or when the allegation of abuse/neglect/mistreatment has been substantiated.

Non-Discrimination

11.02 The DDO shall comply with all applicable state and federal statutes, rules, and regulations regarding non-discrimination in employment practices.

Mandatory Abuse Reporting Personnel Policies and Procedures

11.03 Any and all employees, contractors, advisors, skill trainers, respite providers, consultants and/or volunteers of a DDO shall be a mandatory reporter. Notification of mandatory reporting statutes shall be made at least annually to all employees, contractors, advisors, skill trainers, respite providers, consultants and/or volunteers of a DDO. DDOs shall report to the Department Abuse Hotline suspected abuse, neglect, and mistreatment of any Participant in accordance with section 26.0 herein and if there is reason to believe a crime has been committed a report shall also be made to law enforcement by the DDO.

11.03.01 The Department's Protective Services for Adults in the Community/Quality Improvement Hotline contact information shall be posted in a conspicuous place(s) in all buildings where services are provided and shall be

communicated to all personnel and to all persons served during orientation to the DDO and shall be available upon verbal or written request.

Prohibition against Retaliation

11.04 The DDO shall not retaliate against any staff that reports in good faith suspected abuse/neglect/mistreatment or retaliate against the Participant with respect to any report. An accused person may not self-report solely for the purpose of claiming retaliation.

~~General~~ Staff Qualifications and Personnel Files

11.05 Any employee providing direct assistance to Participants shall meet the following criteria:

a) Be at least eighteen (18) years of age (the DDO shall maintain documentation/evidence in each employee's personnel file demonstrating compliance and/or verification of compliance at the time of hire);

b) Must not have had any disqualifying crimes in a current BCI and/or NCIC criminal background check;

c) Be literate and capable of understanding written and/ or oral orders;

d) Be able to communicate with individuals, physicians, services coordinators, and appropriate others in the Participant's language or communication style;

e) Be able to respond to emergency situations at all times;

f) Have clear job responsibilities as described in a current signed and dated job description;

g) Have knowledge of Participants' ISPs and all medical, behavioral, and additional supports required for the Participants; ~~and~~

h) Have a high school diploma or a GED (the DDO shall maintain documentation/evidence in each employee's personnel file demonstrating compliance and/or verification of compliance at the time of hire);

i) Be otherwise qualified to provide direct assistance to Participants in accordance with these regulations; and

~~j) Documentation of a current negative TB test upon hiring and annually thereafter.~~

11.05.01 In the event that a criminal background check contains disqualifying information, the Board of Directors of the organization shall make and document a judgment regarding the employment of the prospective employee. Such judgment shall be based upon consideration by the Board of Directors of whether the disqualifying information indicates that the employment could endanger the health or welfare of persons served by the organization. However, any person who has been convicted of child abuse or of a felony for sexual or physical assault shall be excluded from employment.

11.05.02 The organization shall have a policy that requires employees to report to the organization any changes in the status of their BCI subsequent to their hire by the organization.

~~Personnel Files and Qualifications Records~~

11.06 The DDO shall maintain up-to-date written job descriptions for all employees as well as a file available to the Department for inspection that includes written documentation of the following for each employee, consultant, contractor or volunteer:

a) Written documentation that references and qualifications were checked;

b) Written documentation of an approved criminal records check by the DDO;

c) Written documentation of employee's notification of mandatory abuse training and reporter status prior to supervising individuals and annually thereafter;

d) Written documentation kept current that the staff person has demonstrated competency in areas identified by the provider's competency based training plan, that is appropriate to his/her job description; and

e) Written documentation of twelve (12) hours of job-related in-service training annually, including documentation of current valid certification in cardiopulmonary resuscitation (CPR), documentation of annual refresher training in CPR, and documentation of annual first aid training.

11.07 The DDO shall have qualified personnel to provide support services to meet the needs of persons choosing the services offered by the DDO.

11.08 The DDO shall maintain written personnel policies which are reviewed and updated, as appropriate, and distributed to staff. Such policies shall include at least the following:

11.08.01 Written job descriptions including, minimal qualifications for each position, major duties, responsibilities, reporting supervisors and positions supervised. Copies shall be available to the individual(s) employed.

11.08.02 A procedure for conducting reference, employment, and background checks from the BCI and NCIC within the Office of the Attorney General and procedures requiring staff persons to report any changes in their record to their supervisor.

11.08.03 A provision excluding the employment of any person who has been convicted of child abuse or of a felony for sexual or physical assault including all consultants, contractors and/or volunteers.

11.08.04 Provision for any fringe benefits provided to full time and part time employees and any reimbursement procedures to include volunteers as applicable and appropriate.

11.08.05 An affirmative action plan as required by Rhode Island law and a description of the initial screening process for all applicants and procedures for hiring and promotion.

11.08.06 Evidence of professional licensure or certification, including renewals, as applicable.

11.08.07 The process for evaluating the job performance of each staff member at the end of his/her training probation period and annually thereafter. Information resulting from the evaluation shall be documented and communicated to the evaluated staff member. There shall be a process that demonstrates that Participants served by the employee had input in this process to the extent possible.

(a) The annual evaluation shall include at a minimum:
- (i) An assessment of job performance in relation to the required skills and the expectations set forth in the job description;
- (ii) An assessment of performance objectives established in the last evaluation period:
- (iii) Establishment of objectives for the next evaluation period;
- (iv) A documented review of the evaluation with the staff person; and
- (v) Documentation of the results of the evaluation maintained in the staff person's file.

11.08.08 A policy requiring all personnel to participate and cooperate with all authorized persons conducting investigations involving the DDO and/or_any person receiving supports/services from the DDO.

11.08.09 Description of disciplinary procedures and grounds for dismissal.

Staff Training

11.09 DDOs shall have established training programs for in-service and orientation of all new employees of the DDO. Personnel files shall contain dated documentation of completion signed by the employee and the person(s) who provided the in-service and orientation. Each signature shall also be accompanied by the individual's name printed in legible writing/type.

11.09.01 At a minimum, training programs for in-service and orientation shall include education in the following areas:

a) Crisis prevention intervention techniques and other emergencies;

b) Emergency Management Plan;

c) Fire training, this shall include training in the program's emergency evacuation procedures;

d) Code of Ethical Conduct;

e) Participants' Rights, Human Rights, and the roles of the Office of Quality Assurance and the provider's Human Rights Committee;

f) Detection and prevention of abuse, neglect, mistreatment, financial exploitation and other human rights violations;

g) Procedures for reporting allegations of abuse, neglect, mistreatment, or other human rights violations to the Office of Quality Assurance, various state agencies, or other entities such as the police, human rights committee;

h) Grievance Procedure;

i) Confidentiality;

j) Service quality and service accomplishments (choices, relationships, sharing places in the community, dignity/respect, and competencies) ;

k) Overview of the Americans with Disabilities Act (ADA) ;

l) Overview of Rhode Island's system of managed care for people with developmental disabilities;

m) Teaching skills/strategies to assist people to learn the specific skills they need;

n) Resources, services, and supports provided by the provider;

o) Health care and medication administration training as described in section 49.0 herein: and

p) Development and implementation of Behavioral Supports.

11.10 The following shall be reviewed by the DDO with each employee at his/her annual review and personnel files shall contain dated documentation signed by the employee and the person(s) who conducted the review(s). Each signature shall also be accompanied by the individual's name printed in legible writing/type:

a) Code of Ethical Conduct;

b) Participants' Rights, Human Rights, and the roles of the Office of Quality Assurance and the provider's Human Rights Committee;

c) Detection and prevention of abuse, neglect, mistreatment, financial exploitation and other human rights violations;

d) Procedures for reporting allegations of abuse, neglect, mistreatment, or other human rights violations to the Office of Quality Assurance, various state agencies, or other entities such as the police, human rights committee;

e) Grievance Procedure;

f) Confidentiality; and

g) Behavioral intervention, crisis responses and positive reinforcement strategies.

11.11 DDOs shall annually determine staff training needs and develop a written schedule of on-going training programs that will be offered by the DDO for employees. Such training needs will be based upon the individualized needs of each Participant to whom an employee provides supports and services.

11.12 All staff of the DDO shall participate in training programs in the following areas on an annual basis, as needed, and as otherwise described herein:

a) Crisis prevention intervention techniques and other emergencies;

b) Emergency Management Plan;

c) Fire training, consisting of not less than four (4) documented hours per year, and shall include training in the program's emergency evacuation procedures;

d) Teaching skills/strategies to assist people to learn the specific skills they need (as related to a staff person's job description);

e) Resources, services, and supports provided by the provider; and

f) Health care and medication administration training as described in section 49.0 herein (as related to a staff person's job description).

g) Procedures for reporting allegations of abuse, neglect, mistreatment, or other human rights violations to the Office of Quality Assurance, various state agencies, or other entities such as the police, human rights committee;

11.13 Personnel files shall contain documentation of the date of all training programs completed by each staff member and signatures to document attendance (i.e.- attendance sheet, certificate of completion, etc.). Each signature shall also be accompanied by the individual's name printed in legible writing/type.

11.14 Staff shall be evaluated and demonstrate knowledge of Participants' ISPs and all medical, behavioral, and additional supports required for the Participants (as related to a staff person's job description).

Section 12.0 ***Physical Environment Requirements Where Licensed Services Are Provided***

12.01 The DDO shall ensure that all of the locations where licensed services are provided are accessible to meet the needs of people receiving services from the DDO and designed to

protect the health and safety of all persons. The DDO shall also ensure that all of the locations where licensed services are provided are clean, sanitary, in good repair, free from accumulation of combustible debris and waste material, and free from offensive odors and insects.

12.02 Reasonable accommodations shall be made available to all Participants living in residential settings, including but not limited to the following:

a) the provision of specialized safety equipment such as irons, toasters, coffee pots, and other equipment that shut off when unattended;

b) an accessible working telephone;

c) any other such services or equipment deemed necessary in order to assist participants with maximizing independence and living successfully within the home.

12.03 Restrooms shall be available and accessible for Participants and staff in all of the facilities where licensed services are provided.

12.04 First-aid kits and first-aid manuals shall be readily available to staff in a designated location in all facilities where licensed services are provided. First aid kits containing any items other than band-aids, tape, bandages shall be locked.

12.05 A documented safety review shall be conducted by the DDO every six (6) months to ensure that each facility where licensed services are provided, including, but not limited to community residences, is free of hazards. The documentation shall include date of inspections, name of the person(s) the inspection is conducted by, identification of areas inspected, any corrective actions taken in response to deficiencies cited, and date completed. The DDO shall keep the safety review documentation for seven (7) years and shall make it available to the Department upon request.

12.06 All of the settings where licensed services are provided shall meet the State Fire Code requirements for such facilities and/or occupancies.

12.07 It is the responsibility of the DDO to ensure that each service site, has received an initial and thereafter routine fire and life safety inspections by the Office of the State Fire Marshal. The documented results of each inspection, including documentation of recommended modifications or changes and documentation of any resulting action taken, shall be kept by the DDO for seven (7) years. It is the responsibility of the DDO to communicate with the Office of the State Fire Marshal and comply with the State Fire Code, this includes, but is not limited to, scheduling re-inspections after a violation(s) is resolved.

12.08 It is the responsibility of the DDO to ensure that each service site shall have on site: fire extinguishers, smoke detectors, and any other fire detection and suppression system(s) required by law. All fire detection and suppression equipment shall be inspected and documentation of inspections shall be maintained as recommended by the State Fire Marshal. The documented results of each inspection shall be kept by the DDO for seven (7) years.

12.09 The DDO shall comply with all applicable federal, state, and local governmental safety and sanitation laws, rules and regulations, including the State Fire Code.

12.10 All toxic materials including, but not limited to, poisons, chemicals, and pesticides shall be:

a) Properly labeled;
b) Stored in original container separate from all foods, food preparation utensils, linens and medications; and
c) Stored in a locked area.

12.11 All flammable and combustible materials shall be properly labeled, stored and locked in accordance with the State Fire Code.

12.12 The temperature within a service site shall be maintained within a normal comfort range. During times of extreme summer heat, the provider shall make reasonable efforts to keep Participants comfortable using ventilation, fans, or air conditioning.

12.13 Equipment and supplies shall be provided for cleaning of all surfaces. Such equipment shall be maintained in a safe, sanitary condition and shall be properly stored.

(a) Hazardous cleaning solutions (i.e.- bleach), compounds, and substances shall be labeled, stored in a safe place, and kept in an enclosed section separate from other cleaning materials.

Section 13.0 ***Community Residence; Additional Physical Environment Requirements***

13.01 The interior and exterior of a community residence shall be kept free of litter, garbage and refuse.

13.02 The exterior of a community residence shall be maintained and kept neat with regular yard work performed as appropriate to the season, including, but not limited to, mowing the lawn, raking the leaves, and snow removal.

13.03 All measures necessary shall be taken to prevent the entry of and to eradicate the presence of rodents, flies, mosquitoes and other insects at community residences.

13.04 All well water sources at a community residence shall be tested every three (3) years.

13.05 Septic tanks or other private sewage disposal systems at community residences shall be in good working order.

13.06 The water temperature shall not exceed one hundred and twenty (120) degrees Fahrenheit.

13.07 All heating and cooling devices in a community residence shall be installed in accordance with current building codes and maintained in good working order.

13.08 Handrails shall be provided on all stairways in a community residence.

13.09 All furniture shall be clean and in good repair.

13.10 Bedroom furniture shall be provided in a community residence for each Participant and shall include at a minimum:

a) A bed, including a frame unless otherwise documented by an ISP team decision, a clean comfortable mattress, a waterproof mattress cover, if the Participant is incontinent, and a pillow;

b) A private dresser or similar storage area for personal belongings that is readily accessible to the Participant; and

c) A closet or similar storage area for clothing that is readily accessible to the Participant.

13.11 Two (2) sets of linens shall be provided in a community residence for each Participant and shall include at a minimum:

a) Sheets, fitted sheets, and pillowcases;

b) Blankets, appropriate in number and type for the season and the Participant's comfort; and

c) Towels and washcloths.

13.12 Window shades, curtains, or other covering devices shall be provided for all bedroom and bathroom windows in a community residence to assure privacy.

13.13 Swimming pools, hot tubs, saunas, or spas located on the premises of a community residence shall be equipped with safety barriers and devices designed to prevent injury and unsupervised access. Swimming pools, hot tubs, saunas, or spas located on the premises of a community residence shall be clean, sanitary, and maintained in good working order.

13.14 Sanitation for household pets and other domestic animals shall be adequate to prevent health hazards at a community residence. Proof of current rabies vaccinations and any other vaccinations that are required for the pet by a licensed veterinarian shall be maintained on the premises of the community residence. Pets not confined in enclosures shall be under control and shall not present a danger or health risk to participants residing at the community residence or their guests.

13.15 Operative flashlights, at least one (1) per floor, shall be readily available to staff in case of emergency within each community residence.

Section 14.0 ***Nutrition***

14.01 A DDO providing residential services shall ensure that the Participants shall have access to a well-balanced diet in accordance with the U.S. Department of Agriculture.

14.01.01 At least three (3) meals shall be made available or arranged for daily.

14.01.02 Foods shall be served in a form consistent with the Participants' needs and provide opportunities for choice in food selection.

14.01.03 The Participant shall be encouraged to assist in choosing, purchasing and preparing of his/her own meals with the assistance of direct support staff.

Modified or Special Diets

14.02 For Participants with physician or health care provider ordered modified or special diets the program shall:

a) Have menus for the current week that provide food and beverages that consider the Participant's preferences and are appropriate to the modified or special diet;

b) Maintain documentation that identifies how modified texture or special diets are prepared and served for Participants; and

c) Such modifications or special diets shall be annually reviewed and contained in the ISP.

Supply of Food

14.03 Adequate supplies of staple foods for a minimum of one (1) week and perishable foods for a minimum of two (2) days shall be maintained on the premises.

Sanitation

14.04 Food shall be stored, prepared and served in a sanitary manner.

Section 15.0 ***Safety: Transportation***

15.01 DDOs, including employees and volunteers, who own or operate vehicles that transport participants, shall:

a) Maintain the vehicles in safe operating condition. All vehicles utilized by employees of the DDO to transport Participants shall have a current vehicle inspection sticker from the state where the car is registered.

b) Comply with Division of Motor Vehicles laws, rules and regulations;

c) Maintain or assure insurance coverage including liability, on all vehicles and all authorized drivers;

d) Carry a stocked first aid kit in vehicles used to transport Participants:

e) Drivers operating vehicles that transport Participants shall meet all applicable Division of Motor Vehicles requirements as evidenced by a current valid driver's license;

f) The DDO shall be responsible for ensuring that only properly licensed drivers operate DDO vehicles or use their own personal vehicles to transport Participants.

g) When transporting Participants, the driver shall ensure that all Participants use seat belts. When transporting Participants in wheel chairs, the driver shall ensure that wheel chairs are secured with tie downs and that Participants wear seat belts.

h) The DDO shall maintain documentation/evidence in each employee's personnel file, as applicable, demonstrating compliance and/or verification of compliance with each of these requirements and update the documentation on an annual basis or more often as needed.

Section 16.0 ***Safety: Participant Summary Sheets***

16.01 A current one-to-two page summary sheet must be maintained and updated as necessary for each Participant receiving services from the DDO. The summary sheet shall be reviewed annually at a minimum and shall include:

16.01.01 The Participant's name, current address, date of birth, sex, marital status, religious preference, preferred hospital, medical insurance information, and guardianship status where applicable; and

16.01.02 The name, address and telephone number of:

a) The Participant's legal guardian, family, advocate or other significant person;

b) The Participant's primary care physician, secondary physician or clinic;

c) The Participant's dentist;

d) The Participant's pharmacy;

e) The Participant's day program, or employer, if applicable;

f) The Participant's Support Coordinator; and

g) Other DDOs providing services to the Participant.

Section 17.0 ***Safety: Emergency Information***

17.01 The DDO shall maintain emergency information for each Participant receiving services from the program in addition to the Participant summary sheet identified above.

17.02 The emergency information shall be reviewed annually, updated as needed, and shall include:

a) The Participant's name, ~~and~~ date of birth, and medical insurance information;

b) The DDO's name, address and telephone number;

c) The address and telephone number where the Participant lives;

d) The Participant's physical description, which could include a picture and the date it was taken, and identification of:

1. The Participant's race, sex, height, weight range, hair and eye color; and

2. Any other identifying characteristics that could assist in identifying the Participant should the need arise, such as marks or scars, tattoos, or body piercings.

e) Information on the Participant's abilities and characteristics including:

1. How the Participant communicates;
2. The language the Participant uses or understands;
3. The ability of the Participant to know and take care of their personal hygiene and other activities of daily living; and
4. Any additional information that could assist a person not familiar with the Participant to understand what the participant can do for him/herself.

f) The Participant's health support needs including:

1. Diagnosis;
2. Allergies or adverse drug reactions;
3. Health issues that a person would need to know when taking care of the Participant;
   (i) Name(s) and telephone number(s) of the primary care physician, and other relevant health care providers/specialists;
   (ii) Date of last annual physical;
4. Special dietary or nutritional needs, such as requirements around the textures or consistency of foods and fluids;
5. Food or fluid limitations, due to allergies, diagnosis or medications the Participant is taking, that may be an aspiration risk or other risk for the Participant;
6. Additional special requirements the Participant has related to eating or drinking, such as special positional needs or a specific way foods or fluids are given to the Participant ;
7. Immunization information, including date of last Tetanus;
8. List of current medications and dosages;
9. Protocol for emergency treatment and advance directives (if applicable);
   (i) Guardian and/or next of kin's name(s) and telephone number(s);
10. Physical limitations that may affect the Participant's ability to communicate, respond to instructions or follow directions; and
11. Assistive technology needed for mobility, positioning, communication, or other health related needs.

g) The Participant's emotional and behavioral support needs including:

1. Mental health or behavioral diagnosis and the behaviors displayed by the Participant; and
2. Approaches to use when dealing with the Participant to minimize emotional and physical outbursts, including an approved behavioral treatment plan.

h) Any court ordered or guardian authorized contacts or limitations;

i) The Participant's supervision requirements and why; and

j) Any additional pertinent information the DDO has that could assist in the care and support of the Participant should an emergency or disaster occur.

Section 18.0 ***Safety: Emergency Management Plan***

18.01 DDOs shall post the following emergency telephone numbers in close proximity to all phones used by staff.

18.01.01 The telephone numbers of the local fire, police department, and ambulance service (if not served by a 911 emergency services); and

18.01.02 The telephone number of the DDO's executive director, primary care physician and additional persons to be contacted in the event of an emergency.

18.02 If a Participant regularly accesses the community independently, the DDO must provide the Participant with information about appropriate steps to take in an emergency, such as emergency contact telephone numbers, contacting police or fire personnel, or other strategies to obtain assistance.

18.03 The DDO shall develop, maintain, update, and implement a written Emergency Management Plan for the protection of all Participants in the event of an emergency or disaster.

18.03.01 The Emergency Management Plan shall:

i) Be practiced annually at a minimum. The Emergency Management Plan practice may consist of a walk-through of the duties or a discussion exercise dealing with a hypothetical event, commonly known as a tabletop exercise.

ii) Consider the needs of the Participants being served and address all natural and man-made events identified as a significant risk for the facility where a licensed service is provided, (i.e.- terrorist attack, a pandemic or an earthquake, etc.).

iii) Include provisions and sufficient supplies, such as sanitation

supplies, to shelter in place, when unable to relocate, for a minimum of three (3) days under the following conditions:

a) Extended utility outage;

b) No running water;

c) Inability to replace food or supplies; and

d) Staff unable to report as scheduled.

iv) Include provisions for evacuation and relocation that identify:

a) The duties of staff during the evacuation, transporting, and housing of Participants including instructions to staff to notify the Department of the plan to evacuate or the actual evacuation as soon as the emergency or disaster reasonably allows;

b) The method and source of transportation;

c) Planned relocation sites that are reasonably anticipated to meet the needs of the Participants;

d) A method that provides persons unknown to a Participant the ability to identify each Participant by the Participant's name and to identify the name of the Participant's supporting DDO; and

e) A method for tracking and reporting to the Department, the physical location of each Participant until a different entity resumes responsibility for the Participant.

v) Address the needs of the Participants, including provisions to provide:

a) Immediate and continued access to medical treatment with the evacuation of the

Participant's summary sheet identified above and the Participant's emergency information also identified above and other information necessary to obtain care, treatment, food, and fluids for Participant.

b) Continued access to life-sustaining pharmaceuticals, medical supplies and equipment during and after an evacuation and relocation;

c) Behavior support needs anticipated during an emergency or disaster; and

d) Adequate staffing to meet the life-sustaining and safety needs of the Participants.

18.04 DDOs shall instruct and provide training to all staff, at least annually, about their duties and responsibilities for implementing the Emergency Management Plan.

18.05 The DDO shall review the Emergency Management Plan annually and re-evaluate and revise it when there is a significant change in the threats identified or in the needs of the Participants.

18.06 Applicable parts of the Emergency Management Plan shall coordinate with each applicable day program or supported employment provider to address the possibility of an emergency or disaster during work hours.

Section 19.0 ***Safety: Fire Safety and Fire Drill Requirements***

19.01 The DDO shall assess within twenty-four (24) hours of entry to the community residence or the non-congregant residential setting the Participant's ability to evacuate the ~~community residence~~ residential setting in response to an alarm or simulated emergency. At a minimum, each Participant's ability to evacuate shall be reassessed and documented in each Participant's Safety Plan on an annual basis and when there is a substantial change in the Participant's functional capacity (physical and/or mental). Participant Safety Plans shall be maintained in each community residence's or non-congregant residential setting's fire book.

19.02 The DDO shall document in each Participant's Safety Plan the level of assistance needed by each Participant to safely evacuate the community residence or the non-congregant residential setting within twenty-four (24) hours of entry to the community residence or the non-congregant residential setting and on an annual basis and when there is a substantial change in the Participant's functional capacity (physical and/or mental). Such documentation shall be maintained both in the community residence or non-congregant residential setting and the Participant's records. Staffing shall reflect the level of assistance

required for evacuation and provide for the health and safety of all of the Participants as included in the core residential and day program services requirements contained herein.

19.03 A written Emergency Evacuation Plan shall be in effect and available at each location where licensed services are delivered, including but not limited to, community residences. This plan shall include policies and procedures for the evacuation of all occupants from the building in the event of fire, and for their relocation to a safe area outside the building. This plan shall be reviewed annually and updated as the needs of the building occupants change. Staffing shall reflect the level of assistance required for evacuation and provide for the health and safety of all of the Participants as included in the core residential and day program services requirements contained herein.

19.04 All direct service staff shall have specific fire training, consisting of not less than four (4) documented hours per year, and shall include training in the DDO's emergency evacuation procedures. Staff working in multiple service locations shall review the Emergency Evacuation Plan for each service delivery location at which they work.

19.05 All Participants residing in a community residence <u>or non-congregant residential setting</u> and/or participating in a day program shall be trained in and practice the proper actions to take in the event of fire. This training shall include actions to take in the event the primary escape route is blocked.

19.06 Fire exit drills shall be conducted not less than six (6) times per year on a bimonthly basis for community residences with not less than two (2) drills conducted during the night when Participants are sleeping. Drills shall occur at different times of the day, evening and night shifts with exit routes being varied based on the location of a simulated fire. The complete drill shall involve the actual evacuation of the building to a meeting place outside the home where the Participants know to congregate as specified in the written Emergency Evacuation Plan.

19.07 Fire exit drills shall be conducted not less than quarterly for non-residential programs. The complete drill shall involve the actual evacuation of the building to a meeting place outside the building where the Participants know to congregate as specified in the written Emergency Evacuation Plan.

19.08 Written documentation shall be made at the time of the fire drill and shall be kept by the DDO for at least seven (7) years following the drill. Fire drill documentation shall include:

<u>19.08.01 For a community residence:</u>

a) The date and time of the drill and the type of drill (obstructed or unobstructed);

b) The location of the simulated fire and exit route;

c) The names of all Participants and staff present on the premises at the time of the drill;

d) The type of evacuation assistance provided by staff to Participants as specified in each Participant's safety plan;

e) The amount of time required by each Participant to evacuate;

f) The amount of time taken to evacuate the building;

g) The signature of the staff conducting the drill; and

h) The record of problems identified during the drill and a detailed plan of correction to resolve the problems identified.

19.08.02 For a non-residential program:

a) The date and time of the drill;

b) The location of the simulated fire and exit route;

c) The names of all staff present on the premises at the time of the drill;

d) The number of Participants present on the premises and evacuated at the time of the drill;

e) The amount of time taken to evacuate the building;

f) The signature of the staff conducting the drill; and

g) The record of problems identified during the drill and a detailed plan of correction to resolve the problems identified.

Section 20.0 ***Participant Rights***

20.01 DDOs shall establish written policies and procedures that promote the highest practicable professional standards related to Participant rights. These policies and procedures shall be adhered to at all times, in all settings, and during all interactions.

20.02 DDOs shall follow these procedures throughout the entire process of care, including but not limited to, initial contact, application, eligibility determination, admission, orientation, delivery of services, revision of direct services, transfer of services, and discharge from services.

20.03 DDOs shall continually afford each person these rights and inform them of these rights, as appropriate, and in a manner consistent with his/her individual learning style.

20.04 DDOs shall promote an environment and culture that reflects these rights.

20.05 DDOs shall maintain a written statement of rights for Participants receiving services and those requesting services.

20.06 Participants requesting services shall have the right to receive an individualized assessment.

20.07 DDOs shall display in a conspicuous place(s) in all buildings where services are provided by the DDO, a copy of the "Rights of Participants", as defined herein, to include waiting rooms, or in other public/common area(s).

20.08 The posted rights shall contain information on how a Participant may obtain a copy of the "Rights of Participants."

~~20.09 Each Participant, legal guardian, and/or advocate shall be provided with a written statement of the Participant's rights that shall contain, at a minimum, the following:~~

~~a) All of the Participant's rights set forth in section 40.1-26-3 of the Rhode Island General Laws, as amended;~~

~~b) To be informed of his/her rights during admission or orientation to the DDO, at the annual ISP thereafter, whenever the DDO limits the Participant's rights, and upon verbal or written request of the Participant, legal guardian, family or advocate;~~

~~1. Receipt of this information shall be documented in the Participant's central record and validated by the signature of the Participant, legal guardian, or advocate. If the Participant is unable or unwilling to sign, such fact shall be recorded.~~

~~c) To express a concern or complaint about services, staff, or the operation of the DDO:~~

~~d) The Participant, legal guardian, family or advocate shall be informed of the DDO's grievance procedure during orientation to the DDO, whenever there is a change in the procedure, at the annual review of the Individualized Service Plan, and upon the verbal or written request of the Participant, legal guardian, family or advocate; and~~

~~e) Receipt of this information shall be documented in the Participant's central record and validated by the signature of the Participant, legal guardian, or advocate. If the Participant is unable or unwilling to sign, such fact shall be recorded.~~

~~f) Participants shall have the right to have access to an advocate and to have assistance, when desired and necessary, to implement their right.~~

~~g) The DDO shall provide, upon admission and at each annual Individualized Service Plan meeting, the contact information for:~~

~~1. Rhode Island Disability Law Center;~~
~~2. Office of Quality Assurance at BHDDH;~~
~~3. Human Rights Committee;~~
~~4. Other statewide and local advocacy organizations.~~

~~h) To be encouraged and assisted throughout services to exercise his/her rights without threat of discrimination or recrimination.~~

~~i) To be informed of his/her rights and to receive all services in a language and manner he/she understands.~~

~~j) To be free from verbal, sexual, and/or physical abuse or sexual exploitation and treated with dignity and respect regarding issues of sexuality and privacy.~~

~~k) To not be denied services for any discriminatory reason, including race, religion, gender, sexual orientation, ethnicity, age, disability, or source of financial support.~~

~~l) To receive the following information about the DDO upon admission or during orientation and upon verbal or written request throughout the course of time that the Participant receives supports and services from the DDO~~

~~1. Accreditation status;~~
~~2. Discharge policies including but not limited how to change and transition to another DDO;~~
~~3. Areas of treatment specialization;~~
~~4. Hours of operation;~~
~~5. Emergency contact procedures;~~
~~6. Concern and complaint resolution procedure;~~

~~7. General services provided by the DDO;~~

~~8. The rights of persons served; and~~

~~9. Licensing reviews, DDO reviews, monitoring reports and quality reviews.~~

~~m) To have an Individualized Service Plan that:~~

~~1. clearly addresses and provides for the unique supports and service requirements of the Participant;~~

~~2. provides for supports and services within the most integrated community setting appropriate for the Participant;~~

~~3. has measurable goals and outcomes and that clearly sets forth the actual services and supports to be delivered to the Participant by the DDO;~~

~~4. has competent, qualified, and experienced staff to supervise and to carry out the service deliverables, goals and measurable outcomes contained in the ISP; and~~

~~5. clearly provide for the mutual expectations and responsibilities between the DDO, Participant, Legal guardian, family and/or advocate.~~

~~n) To be afforded and receive all the necessary protections and notice requirements prior to a DDO instituting any termination of service or support process as contained in section 27.0 herein. Specifically, the Participant, legal guardian, or advocate shall receive the following:~~
~~1. Assistance in resolving issues;~~
~~2. Assistance in accessing alternative services;~~
~~3. Written notification of the pending discharge and termination of services with the DDO as described herein, and the Participant's rights of appeal.~~

~~o) To be provided current itemized information about the cost of services proposed and the actual amount billed and rendered to the Participant and his/her family.~~

~~p) To be provided, upon request, detailed information regarding charges billed to, and payments made by, any of the following:~~

1. ~~Federal and/or state programs;~~
2. ~~Third-party payers; or~~
3. ~~Provider rates and/or units of services for all the services and supports contained in the Participant's Individualized Service Plan.~~

~~q) To receive, upon request, information about the credentials, training, professional experience, treatment orientation and specialization of providers and their supervisors.~~

~~r) To privacy and dignity;~~

~~s) To services that are considerate and respectful of the Participant's values and beliefs.~~

~~t) To privacy, security, and confidentiality of information;~~

~~u) To be provided services in an environment free of abuse, neglect, mistreatment, financial exploitation, and any other human rights violation.~~

~~v) To be protected from coercion;~~

~~w) To be informed about what to expect during the delivery of services;~~

~~x) To be informed about, and to participate in, decisions regarding treatment and services and to receive, at a minimum, the following information to facilitate informed decision-making:~~

1. ~~Current diagnoses;~~
2. ~~Proposed interventions, services, and medications;~~
3. ~~Potential benefits, risks, and side effects of proposed intervention, services, and medications;~~
4. ~~Potential risks if services are not provided;~~
5. ~~Limitation on confidentiality;~~
6. ~~Ongoing progress/status regarding service goals and objectives;~~
7. ~~Significant alternative medications, treatments, services, or interventions, when appropriate;~~
8. ~~The right, to the extent permitted by law, to refuse interventions, treatment, services or medications;~~
9. ~~Project discharge date and plan;~~
10. ~~Psychiatric information;~~
11. ~~Vocational information;~~
12. ~~Social information;~~
13. ~~Financial information;~~

~~y) To individualized services, including:~~

1. ~~To be present and to actively participate in the design of his/her own annual ISP and in all periodic reviews and to choose people to assist in the development and monitoring of the plan;~~

2. ~~To be offered a copy of the ISP;~~

3. ~~To request a review of the ISP at any time during service delivery;~~

4. ~~To seek an independent opinion from another professional, of his/her choice, regarding treatment and services;~~

~~z) To request a change in DDO, clinician, or service. If the request is denied, the Participant, legal guardian, or advocate shall receive a written explanation as to why the request was denied.~~

~~aa) To be given reasonable notice of, and the reasons for, any proposed change in the staff responsible for the Participant's treatment or service;~~

~~bb) To object to any changes in treatment, services, or personnel, and the right to a clear written explanation, if such objection cannot be accommodated.~~

~~cc) To refuse any treatment, procedure, or medication, to the extent permitted by law and to be advised of the potential risk(s) and impact upon his/her treatment process;~~

~~dd) To be referred to an alternate DDO service, program, or treatment setting, if he/she is better served at a different level of care.~~

~~ee) To be present and to participate in planning and referrals to other services he/she may need;~~

~~ff) To provide authorization, or refuse to provide authorization, or withdraw authorization at any time, or limit the scope of authorization, for the release of confidential information to family members and others (this documentation shall be maintained in the Participant's record);~~

~~gg) To provide authorization, or refuse to provide authorization, or withdraw authorization at any time, or limit the scope of authorization, for family members and others to participate in his/her treatment (this documentation shall be maintained in the Participant's record);~~

~~hh) To access his/her record in compliance with all applicable state and federal laws;~~

~~ii) To be given information regarding his/her pertinent legal rights relative to the representative payee process, when applicable;~~

~~jj) Each Participant, asked to participate in a research project, shall receive full explanations of the following, in a language and in a manner that promotes the opportunity for informed choice, consent, and authorization:~~

1. ~~The reason the person is being asked to participate in this particular research;~~

~~2. The treatment being proposed;~~

~~3. Elements of the proposed treatment that are considered experimental research or a clinical trial;~~

~~4. The benefits to be expected;~~

~~5. The potential discomforts and risks;~~

~~6. Alternative services that might benefit him/her;~~

~~7. The procedures to be followed, especially those that are experimental in nature;~~

~~8. Methods of addressing privacy, confidentiality, and safety;~~

~~9. The right to refuse to participate in any research project without compromising his/her access to the provider's services. Refusal to participate may occur at any time during the research process.~~

20.09 Each Participant, legal guardian, and/or advocate shall be provided with a written statement of the "Rights of Participants" that shall contain, at a minimum, the following:

a) All of the Participant Rights set forth in section 40.1-26-3 of the Rhode Island General Laws, as amended:

(1) To be treated with dignity, respect for privacy and have the right to a safe and supportive environment;

(2) To be free from verbal and physical abuse;

(3) To engage in any activity including employment, appropriate to his or her age, and interests in the most integrated community setting;

(i) No participant shall be required to perform labor, which involves the essential operation and maintenance of the agency or the regular supervision or care of other participants. Participants may however, be requested to perform labor involving normal housekeeping and home maintenance functions if such responsibilities are documented in the participant's individualized plan;

(4) To participate in the development of his or her individualized plan and to provide informed consent to its implementation or to have an advocate provide informed consent if the participant is not competent to do so;

(5) To have access to his or her individualized plan and other medical, social, financial, vocational, psychiatric, or other information included in the file maintained by the agency;

(6) To give written informed consent prior to the imposition of any plan designed to modify behavior, including those which utilizes aversive techniques or impairs the participant's liberty or to have an advocate provide written informed consent if the participant is not competent to do so. Provided, however, that if the participant is

competent to provide consent but cannot provide written consent, the agency shall accept an alternate form of consent and document in the participant's record how such consent was obtained;

(7) To register a complaint regarding an alleged violation of rights through the grievance procedure delineated in § 40.1-26-5;

(8) To be free from unnecessary restraint. Restraints shall not be employed as punishment, for the convenience of the staff, or as a substitute for an individualized plan. Restraints shall impose the least possible restrictions consistent with their purpose and shall be removed when the emergency ends. Restraints shall not cause physical injury to the participant and shall be designed to allow the greatest possible comfort. Restraints shall be subject to the following conditions:

(i) Physical restraint shall be employed only in emergencies to protect the participant or others from imminent injury or when prescribed by a physician, when necessary, during the conduct of a specific medical or surgical procedure or if necessary for participant protection during the time that a medical condition exists;

(ii) Chemical restraint shall only be used when prescribed by a physician in extreme emergencies in which physical restraint is not possible and the harmful effects of the emergency clearly outweigh the potential harmful effects of the chemical restraints;

(iii) No participant shall be placed in seclusion;

(iv) The agency shall have a written policy that defines the use of restraints, the staff members who may authorize their use, and a mechanism for monitoring and controlling their use;

(v) All orders for restraint as well as the required frequency of staff observation of the participant shall be written;

(9) To have reasonable access to telephone communication;

(10) To receive visitors of a participant's choosing at all reasonable hours;

(11) To keep and be allowed to spend a reasonable amount of one's own money;

(12) To be provided advance written notice explaining the reason(s) why the participant is no longer eligible for service from the agency;

(13) To religious freedom and practice;

(14) To communicate by sealed mail or otherwise with persons of one's choosing;

(15) To select and wear one's own clothing and to keep and use one's own personal possessions;

(16) To have reasonable, prompt access to current newspapers, magazines and radio and television programming;

(17) To have opportunities for physical exercise and outdoor recreation;

(18) To provide informed consent prior to the imposition of any invasive medical treatment including any surgical procedure or to have a legal guardian, or in the absence of a legal guardian, a relative as defined in RIGL § 40.1-26, provide informed consent if the participant is not competent to do so. Information upon which a participant shall make necessary treatment and/or surgery decisions shall be presented to the participant in a manner consistent with his or her learning style and shall include, but not be limited to:

(A) The nature and consequences of the procedure(s);

(B) The risks, benefits and purpose of the procedure(s); and

(C) Alternate procedures available;

(i) The informed consent of a participant or his or her legal guardian or, in the absence of a legal guardian, a relative as defined in RIGL § 40.1-26, may be withdrawn at any time, with or without cause, prior to treatment. The absence of informed consent notwithstanding, a licensed and qualified physician may render emergency medical care or treatment to any participant who has been injured or who is suffering from an acute illness, disease, or condition if, within a reasonable degree of medical certainty, delay in initiation of emergency medical care or treatment would endanger the health of the participant;

b) To be informed of his/her rights, including his her pertinent legal rights relative to the representative payee process when applicable, in a language and manner he/she understands during admission or orientation to the DDO, at the annual ISP thereafter, whenever the DDO limits the Participant's rights, and upon verbal or written request of the Participant, legal guardian, family or advocate; and

1. Receipt of this information shall be documented in the Participant's central record and validated by the signature of the Participant, legal guardian, or advocate. If the Participant is unable or unwilling to sign, such fact shall be recorded.

c) To be informed of the DDO's grievance procedure in a language and manner he/she understands during admission or orientation to the DDO, at the annual ISP thereafter, whenever there is a change in the DDO's grievance procedure, and upon verbal or written request of the Participant, legal guardian, family or advocate; and

1. Receipt of this information shall be documented in the Participant's central record and validated by the signature of the Participant, legal guardian, or advocate. If the Participant is unable or unwilling to sign, such fact shall be recorded.

d) To have access to an advocate and to have assistance, when desired and/or necessary, to implement his/her rights and to be provided with the contact information for the Rhode Island Disability Law Center, the Office of Quality Assurance at BHDDH, the Human Rights Committee, and other statewide and local advocacy organizations during admission or orientation to the DDO, at the annual ISP thereafter, and upon verbal or written request of the Participant, legal guardian, family or advocate; and

1. Receipt of this information shall be documented in the Participant's central record and validated by the signature of the Participant, legal guardian, or advocate. If the Participant is unable or unwilling to sign, such fact shall be recorded.

e) To not be denied services by a DDO for any discriminatory reason, including: race, religion, gender, sexual orientation, ethnicity, age, disability, or source of financial support.

f) To receive all services in a language and manner he/she understands.

g) To services that are considerate and respectful of the Participant's values and beliefs.

h) To be provided services in an environment free of abuse, neglect, mistreatment, financial exploitation, and any other human rights violation.

i) To be free from sexual abuse and/or sexual exploitation and to be treated with dignity and respect regarding issues of sexuality and privacy.

j) To express a concern or complaint about services, staff, or the operation of the DDO.

k) To be encouraged and assisted throughout services to exercise his/her rights without threat of discrimination or recrimination.

l) To receive the following information about the DDO during admission or orientation and upon the verbal or written request of the Participant, legal guardian, family or advocate, throughout the course of time that the Participant receives supports and services from the DDO:

1. Accreditation status;
2. Discharge policies including but not limited to how to change and transition to another DDO;
3. Information regarding the Participant's right to appeal the admission or dismissal decisions of the agency;
4. All anticipated financial charges;
5. Areas of treatment specialization;
6. Hours of operation;
7. Emergency contact procedures; and
8. Services provided by the DDO.

m) To receive, upon request, information about the credentials, training, professional experience, treatment orientation and specialization of providers and their supervisors.

n) To privacy, security, and confidentiality of information.

1. To provide authorization, or refuse to provide authorization, or withdraw authorization at any time, or limit the scope of authorization, for the release of confidential information to family members and others (this documentation shall be maintained in the Participant's record).

2. To access his/her record in compliance with all applicable state and federal laws.

o) To be informed about, and to participate in, decisions regarding treatment and services and to receive, at a minimum, the following information to facilitate informed decision-making:

1. Current diagnoses;
2. Proposed interventions, services, and/or medications;
3. Potential benefits, risks, and side effects of the proposed interventions, services, and/or medications;
4. Potential risks if services are not provided;
5. Limitations on confidentiality;
6. Ongoing progress/status regarding service goals and objectives;
7. Significant alternative medications, treatments, services, or interventions, when appropriate;
8. The right, to the extent permitted by law, to refuse any treatment, procedure, interventions, services, and/or medications and to be advised of the potential risk(s) and impact upon his/her treatment process;
9. Projected discharge date and plan;
10. Psychiatric information;
11. Vocational information;
12. Social information; and
13. Financial information.

p) To provide authorization, or refuse to provide authorization, or withdraw authorization at any time, or limit the scope of authorization, for family members and others to participate in his/her treatment (this documentation shall be maintained in the Participant's record).

q) To be protected from coercion;

r) To request a change in DDO, clinician, or service. If the request is denied, the Participant, legal guardian, or advocate shall receive a written explanation as to why the request was denied.

s) To be given reasonable notice of, and the reasons for, any proposed change in the staff responsible for the Participant's treatment or service.

t) To object to any changes in treatment, services, or personnel, and the right to a clear written explanation, if such objection cannot be accommodated.

u) To be referred to an alternate DDO, service, program, or treatment setting if he/she is better served at a different level of care.

v) To be present and to participate in planning and referrals to other services he/she may need.

w) To be provided current itemized information about the cost of services proposed and the actual amount billed and rendered to the Participant and his/her family.

x) To be provided, upon request, detailed information regarding charges billed to, and payments made by, any of the following:

1. Federal and/or state programs;
2. Third-party payers; or
3. Provider rates and/or units of services for all the services and supports contained in the Participant's ISP.

y) Each Participant who is asked to participate in a research project shall receive full explanations of the following, in a language and manner that promotes the opportunity for informed choice, consent, and authorization:

1. The reason the person is being asked to participate in this particular research;
2. The treatment being proposed;
3. Elements of the proposed treatment that are considered experimental research or a clinical trial;
4. The benefits to be expected;
5. The potential discomforts and risks;
6. Alternative services that might benefit him/her;
7. The procedures to be followed, especially those that are experimental in nature;
8. Methods of addressing privacy, confidentiality, and safety;
9. The right to refuse to participate in any research project without compromising his/her access to the provider's services. Refusal to participate may occur at any time during the research process.

Residential Participants' Rights

20.10 DDOs that provide residential support services shall develop and implement policies and procedures that address the rights of the persons served as described herein.

20.11 No Participant admitted to any community residence shall be deprived of any constitutional, civil, or legal right solely by reason of admission, pursuant to Rhode Island General Laws section 40.1-24.5-5. In addition to the rights of Participants as described in section ~~20.9~~ 20.09 above, each resident shall be entitled to the following rights without limitation:

a) To communicate by sealed mail or otherwise with persons of the Participant's choosing;

b) To be employed at a gainful occupation insofar as the Participant's condition permits;

c) No Participant shall be required to perform labor that involves the essential operation and maintenance of the community residence or program or the regular care and supervision of other Participants. Participants may be required to perform labor involving normal

housekeeping and home maintenance functions, as documented in their individual service plans, or as delineated in the community residence's rules.

d) To religious freedom and practice.

20.12 Except to the extent that the residential program director determines that a limitation or a denial of any of the following rights would be in the Participant's best interests and further, unless the director documents the good cause reasons for the denial or limitations in the Participant's individual service plan, the Participant shall be entitled to the following:

a) To select and wear one's own clothing and to keep and use one's own personal possessions;

b) Each Participant shall be assisted in obtaining personal hygiene items in accordance with individual needs and items shall be stored in a sanitary and safe manner;

c) To have reasonable access to a telephone to make and receive private calls;

d) To keep and be allowed to spend a reasonable sum of one's own money;

e) To have opportunities for physical exercise and outdoor recreation;

f) To have reasonable, prompt access to current newspapers, magazines, and radio/television programming;

g) To receive visitors of one's own choosing at reasonable times.

20.13 The following criteria shall apply when any of the rights listed in section 20.12 above are restricted:

20.13.01 The Human Rights Committee shall review, approve, and monitor all restrictions to be implemented. Such approval shall be identified on the ISP.

20.13.02 Reasons for the restriction must be explained to the Participant.

20.13.03 The Participant's annual ISP shall address ways for the Participant to gain or regain the restricted right(s).

20.13.04 Restrictions shall be as limited as possible and should not occur if there is an alternative, less restrictive way for the Participant to participate in the program and attain his or her goals.

20.13.05 All restrictions shall be reviewed by the multidisciplinary team and the program administrators within thirty (30) days of implementation and at least quarterly thereafter.

20.13.06 Information about such restrictions shall be immediately forwarded to legal guardians or family members.

20.14 Every effort shall be made by the DDO to give a prospective resident an opportunity to visit the DDO's residential program prior to admission. The prospective resident shall participate in the decision-making regarding his/her admission.

20.15 Persons served in a residential setting who request spiritual support or services shall have reasonable access to them. Access to spiritual support or services shall not infringe upon the rights of other Participants.

Rights: Handling and Managing Participants' Money and Benefits

Section 21.0 Management of Participants' Funds/Fiduciary Duties

21.01 The DDO shall have and implement written policies and procedures for the handling and management of Participants' money and benefits, including but not limited to, the Supplemental Nutrition Assistance Program (SNAP). Such policies and procedures shall provide for:

a) The Participant to manage his/her own funds and/or benefits unless the ISP annually documents and justifies limitations to self-management;

b) Safeguarding a Participant's funds and benefits;

c) Participants receiving and spending their money and benefits;

d) Participants' reasonable access to their money and benefits taking into account choice and development of skills;

e) Taking into account the Participant's interests and preferences; and

f) Compliance with all federal and state statutes, rules, and regulations, including, but not limited to, those of the Social Security Administration.

21.02 If assisting with management of funds, the DDO shall have and implement written policies and procedures related to the oversight of the Participant's financial resources that include:

a) Procedures that prohibit inappropriately expending a Participant 's personal funds, theft of a Participant 's personal funds, using a Participant 's funds for staff's own benefit, co-mingling Participant 's personal funds with the DDO or another Participant 's funds, or the DDO becoming a Participant 's legal representative; and

b) The DDO's reimbursement to the Participant of any funds that are missing due to theft or mismanagement on the part of any staff of the DDO, or of any funds within the custody of the DDO that are missing. Such reimbursement must be made within ten (10) business days of the verification that funds are missing.

21.03 For those Participants not yet capable of managing their own money or benefits, as annually determined by the ISP and/or legal guardian, the DDO shall prepare and maintain an accurate written record for each Participant of all money and benefits received or disbursed on behalf of or by the Participant. The record shall include:

a) The date, amount and source of income and/or benefits received;

b) The date, amount and purpose of funds disbursed;

c) Signature of the staff making each entry in the Participant's record; and

d) Annual Accounting Summary of Participant Funds (i.e.- Representative Payee Accounting Form).

Earned Income Reporting

21.04 When the DDO pays Participants for work performed for the DDO, the DDO is responsible to report the earned income to the Medicaid Authority.

21.05 If the DDO is managing a Participant's funds on his/her behalf, and the Participant earns income from employment other than that of the DDO, the DDO shall be required to report this earned income to the Medicaid Authority on behalf of the Participant.

21.06 If the DDO is not managing a Participant's funds, the DDO shall regularly provide the Participant with support and guidance so as to ensure that the employment reporting complies with the Medicaid guidelines and does not jeopardize the Participant's ability to receive state and federal benefits. If a Participant consistently refuses or is unable to fully understand and appreciate the earned income reporting guidelines, the support coordinator and/or the ISP team shall convene a meeting to reassess the Participant's ability to manage all aspects of his/her finances. Every effort shall be made by the DDO to assist and support the Participant in receiving earned income and necessary state and federal benefits pursuant to the Medicaid guidelines.

Section 22.0 ***Participant/Family Involvement Policy***

22.01 The DDO shall have and implement a written policy that addresses:

a) Opportunities for the Participant to participate in decisions regarding the daily operations of the DDO or his/her home;

b) Opportunities for families, guardians, legal representatives and significant others of the Participants served by the DDO to interact together;

c) Opportunities for Participants, families, guardians, legal representatives and significant others to participate on the board of directors or on committees or to review policies of the DDO that directly affect the Participants served by the DDO;

d) Maintaining current, relevant legal documentation (i.e.- guardianship orders, healthcare power of attorney, financial power of attorney, petition for instructors (PFI) orders, releases of information) in a Participant's central record.

Section 23.0 ***Human Rights Committee***

23.01 Every DDO shall establish or affiliate with a human rights committee comprised of persons with developmental disabilities, family members, volunteers, advocates and persons who have experience or training in behavioral treatment.

23.02 Employees, their spouses, or other persons with a potential for a conflict of interest shall not participate as voting members in that DDO's human rights committee.

23.03 Every DDO shall utilize the human rights committee to develop strategies for promoting human rights; to review, approve, and monitor the outcomes of interventions within individual plans that might impair the Participant's liberty; and review other plans and procedures that involve risks to the Participant's protection and rights, including but not limited to, the use of psychotropic medications administered to control or modify behavior.

23.04 Every DDO shall provide the chair of its human rights committee with copies of grievances filed by Participants or advocates. A member of the committee shall be involved in the resolution of said grievance.

23.05 The human rights committee shall have input on all of the DDO's policies pertaining to human rights including staff interventions on behavioral programming.

23.06 Members of the human rights committee shall receive training in the areas of human rights and their role as committee members and the role and responsibilities of the Office of Quality Assurance/Improvement and other state agencies with respect to monitoring or investigating human rights violations.

23.07 DDOs shall have written policies addressing procedures for informing the human rights committee of any circumstances involving an alleged or possible violation of human rights of any person receiving support or services from the provider.

23.08 The human rights committee shall be responsible for determining which types of incidents shall be reported to them by the DDO. DDOs shall provide the human rights committee with copies of all human rights violations and incident reports involving a Participant receiving support or services from the DDO.

23.09 The human rights committee shall be informed of any investigation and shall receive copies of final investigation reports from the DDO and/or the Department, including notification of any administrative action taken by the DDO regarding a human rights violation of a Participant receiving support or services from the DDO.

23.10 The human rights committee shall be responsible for establishing written guidelines describing the roles and responsibilities of the committee that are in compliance with the Quality Assurance Plan of the Department.

23.11 The human rights committee shall develop procedures for selecting a chair and vice-chair of the committee and procedures for appointing new members.

23.12 The human rights committee shall meet ~~at least bi-monthly (every two months)~~ a minimum of six (6) times per calendar year and the human rights committee shall ensure that meetings are scheduled during each quarter of the year. ~~and~~ The human rights committee shall keep written minutes for each meeting.

Section 24.0 ***Grievance Procedure***

24.01 Every DDO shall establish a written grievance procedure.

24.02 The grievance procedure shall be presented to every Participant or applicant in a manner consistent with the Participant's or applicant's learning style and be conspicuously posted in

each DDO. The notice of grievance procedure shall include the name and contact information for organizations that provide free legal assistance.

24.03 The Participant, applicant, or advocate shall be entitled to initiate a grievance at all times and to this end, grievance forms shall be made available at all times. It shall be the duty of each DDO to encourage and assist the Participant or applicant in exercising his or her rights.

24.04 The Participant, applicant, or advocate shall initiate the grievance by filing a grievance form with the director of the DDO. The Director shall forthwith forward a copy of the grievance form to the chair of the human rights committee.

24.05 The Director of the DDO, or his or her designee, with the assistance of the chair of the human rights committee or his or her designee, shall investigate the grievance and issue a written decision to the Department, Participant, applicant, or advocate within five (5) business days of receipt of the grievance. The written decision shall include a copy of the grievance, a list of persons interviewed in the investigation, the steps taken to resolve the grievance, and the conclusion of the DDO Director or his or her designee.

24.06 A Participant, applicant, or advocate who is not satisfied with the decision of the DDO Director shall have the right to appeal that decision under the *Rules and Regulations Governing the Practices and Procedures Before the Rhode Island Department of Mental Health, Retardation and Hospitals*.

24.07 The chair of the human rights committee or his or her designee shall, if necessary, assist the Participant in requesting a review.

Section 25.0 ***Procedural Safeguards, Administrative Appeals and Hearings***

25.01 Any person who has a developmental disability, or his/her advocate, has a right to appeal an action or inaction of the Department related to eligibility, SIS, ISP approval, funding or any other matter which may arise under these regulations in accordance with the provisions of the *Rules and Regulations Governing the Practices and Procedures Before the Rhode Island Department of Mental Health, Retardation and Hospitals*.

Section 26.0 ***Abuse, Neglect, Mistreatment, and Other Human Rights Violations***

Duty to Report

26.01 Any caregiver or person within the scope of their employment at a DDO or in their professional capacity who has knowledge of or reasonable cause to believe that a Participant in a program has been abused, mistreated or neglected shall make, within twenty-four (24) hours or by the end of the next business day, a written report to the Department. The report shall contain:

a) The name, address, telephone number, occupation, and employer's address and the phone number of the person reporting;

b) The name and address of the Participant who is believed to be the victim of the abuse, mistreatment, or neglect;

c) The details, observations, and beliefs concerning the incident(s);

d) Any statements regarding the incident made by the Participant and to whom they were made;

e) The date, time, and place of the incident;

f) The name of any individual(s) believed to have knowledge of the incident; and

g) The name of any individual(s) believed to have been responsible for the incident.

26.02 Whenever a DDO shall receive a report by a person other than a physician that a Participant has been physically or psychologically harmed as a result of abuse, neglect, or mistreatment, the DDO shall have the Participant examined by a licensed physician. It shall be mandatory for the physician to make a preliminary report of his or her findings to the Department within forty-eight (48) hours after his or her examination, and a written report within five (5) days after his or her examination.

26.03 Upon receipt of an oral or written report the Department shall notify the attorney general and the chair of the program's human rights committee. DDOs shall immediately inform legal guardians and/or family members of any situation involving abuse, neglect, mistreatment, or human rights violations of their family member.

26.04 Within twenty-four (24) hours of the receipt of a report the Department shall initiate an investigation and evaluation by the DDO of the information contained in those reports. The investigative process shall include the following:

a) Interviewing and taking written statements from the reporter, any witnesses, the alleged perpetrator and the victim involved in the incident;

b) A visit to the program;

c) Access to any and all programs and documentation during the investigative process;

d) Conducting interviews in a private place in order to afford the individual's dignity as well as safety;

e) Witnesses shall not audio or video tape statements provided to the investigator;

f) A determination of the nature, extent, and cause or causes of the injuries;

g) The identity of the person or persons responsible; and

h) All other pertinent facts.

Investigative Report

26.05 The DDO based upon the investigation shall provide the Department with written recommendations to prevent further abuse, mistreatment or neglect of the Participant or other program Participants. The investigative analysis shall include an evaluation of the

environment of the DDO identified in the report and make a written determination of the risk of physical or emotional injury to any other ~~Particiapnts~~ Participants in the same program. The DDO shall complete a final investigative analysis report using current standardized forms and protocol provided by the Department and shall submit the report to the Department.

26.06 The DDO shall take all necessary steps to prevent and protect a Participant who has been a victim of abuse, neglect, mistreatment, or other violation of his/her basic human rights from further abuse.

26.07 If the Department has reasonable cause to believe that a Participant had died as a result of abuse, mistreatment, or neglect, an immediate report of the death shall be made to the attorney general and to the office of the medical examiner. The office of the medical examiner shall investigate the report and communicate its preliminary findings to the attorney general and to the department.

26.08 When abuse is alleged or death of an individual has occurred and a law enforcement agency, or the Department, or the Department's designee, has determined to initiate an investigation, the DDO may not at the discretion of the Department investigate and may only conduct initial actions to determine:

a) If there is reasonable cause to believe that abuse has occurred;

b) If the alleged victim is in danger or in need of immediate protective services;

c) If there is reason to believe that a crime has been committed; or

d) What, if any, immediate personnel actions must be taken to assure individual safety.

26.09 When such an abuse or Participant death investigation has been initiated, the Department or the Department's designee shall immediately provide notification to the DDO.

26.10 The DDO shall provide information on the conclusion and recommendations of a completed investigation to the victim or his/her legal guardian, as requested by the Participant and/or their legal guardian. The DDO shall develop a safety plan as well as a risk assessment for the alleged victim as a result of any investigation in which the allegation has been substantiated or inconclusive. The DDO shall develop a quality improvement plan within twenty (20) working days in order to ensure the health and safety of the Participant. The DDO shall complete a status report within three (3) months, responding to the recommendations that were made.

Policies and Training

26.11 The DDO shall have written policies and procedures for assuring the health, safety and well being of people with developmental disabilities participating in their programs.

26.12 The DDO shall have a written policy which clearly prohibits abuse, neglect, mistreatment, or any other violation of a person's basic human rights. The policy shall:

26.12.01 Include definitions of abuse, neglect, mistreatment, other human rights violation, and serious incidents; and

26.12.02 Explain the types of incidents which need to be reported within the agency; and

26.12.03 Explain the process for reporting and documenting the incident; and

26.12.04 Delineate the responsibilities of employees for conducting and/or participating in investigations that involve a violation of a person's rights or a serious incident; and

26.12.05 Include provisions for administrative action, disciplinary action, and dismissal of employees involved with abuse, neglect, mistreatment or other human rights violations.

Investigation Protocol

26.13 The DDO shall have a written policy, specifying designated, authorized individuals who are responsible for conducting investigations in the event of a serious reportable incident and specifying the action or procedures the employee may take.

26.13.01 The curriculum for any formalized investigations training provided by a DDO used to train investigators must be approved by the Department.

26.13.02 The DDO's policy shall specify the intent of an investigation to determine all the facts around an incident and to protect any individual with a developmental disability from any further harm.

26.14 The DDO shall provide information/data on the numbers/types of incidents that are internally reported at the request of the Office of Quality Improvement.

Section 27.0 ***Termination of Services***

27.01 The DDO shall immediately provide the Participant, legal guardian, family and/or advocate and the Department with a written thirty (30) day notice clearly describing the clinical basis for the DDO's decision to terminate services and all reasonable efforts made by the DDO to work with the Participant, legal guardian and/or advocate to maintain such services.

27.02 If a Participant leaves the DDO and/or refuses all services from the DDO, the DDO shall document the refusal, conduct outreach efforts to the Participant, legal guardian, family and advocate and immediately notify the Department. The DDO shall be responsible for following the Participant for thirty (30) days. If said refusal or leaving the program places the Participant at a health and/or life safety risk, the DDO shall notify the Department immediately of the Participant's refusal of service or leaving the program. The DDO shall take reasonable steps to protect the Participant in matters relating to health and life safety until such time as alternate arrangements can be made, this includes, but is not limited to, a clinical assessment to determine risk to self and/or others. If the Participant is refusing DDO supports and no agreement can be reached, the DDO shall provide a written thirty (30) day notice of the DDO's decision to terminate services to the Participant, legal guardian, family and/or advocate and the Department.

27.03 After the submission of a written thirty (30) day notice, the transferring DDO shall be responsible to develop a transition plan with the Participant, family, friends and advocates and the new DDO. The Department shall review and approve the transition plan. The transferring DDO shall share responsibility for the transition plan with the new DDO for a minimum of thirty (30) days and/or an amount of time agreed to by the Department. The transferring DDO shall share information regarding the Participant with the Department and the new DDO, including applicable records and the transferring DDO shall provide ongoing care coordination and assistance until the transition is complete.

27.04 The Participant may appeal the DDO's decision to terminate services by filing an appeal with the Department under the practices and procedures contained in the *Rules and Regulations Governing the Practices and Procedures Before the Rhode Island Department of Mental Health, Retardation, and Hospitals.*

Section 28.0 ***Transitions***

28.01 If the Participant chooses to receive services from a different DDO, the transferring and receiving DDOs shall cooperate fully. The Participant shall be afforded the opportunity to have input regarding the transition plan. The Department shall review and approve the transition plan. The transferring DDO shall share responsibility for the transition plan with the new DDO for a minimum of thirty (30) days and/or an amount of time agreed to by the Department. The transferring DDO shall share information regarding the Participant, including applicable records, with the Department and the new DDO and the transferring DDO shall provide ongoing care coordination and assistance until the transition is complete.

Part III ***Provision of Core Services and Participants' Eligibility/Access to Services***

Section 29.0 ***Health Education***

29.01 DDOs shall develop human sexuality policies and health education policies that reflect the philosophy that people with developmental disabilities are people with sexual identities, feelings and needs.

29.02 DDOs shall offer training in human sexuality and/or health education to educate persons with disabilities to protect themselves from sexual abuse, sexual exploitation, pregnancy, sexually transmitted diseases and other areas pertaining to sexuality.

Section 30.0 ***Behavioral Supports and Treatment***

30.01 Behavioral Supports are interventions or treatment to develop and strengthen adaptive, appropriate behaviors through the application of behavioral interventions, and to simultaneously reduce the frequency of maladaptive or inappropriate behaviors. Behavioral Supports and interventions encompass behavioral analysis, psychotropic medication, or other similar interventions that refer to purposeful, clinical manipulation of behavior. The DDO shall make every reasonable attempt to bill the Participant's medical insurance and keep documentation of such efforts.

a) All behavioral supports and treatment shall conform to and abide by section 40. 1-26-1 *et. seq.* of the Rhode Island General Laws, as amended, entitled "Rights for Persons with Developmental Disabilities."

b) Participants shall give written informed consent prior to the imposition of any plan designed to modify behavior, including, but not limited to, those plans which utilize aversive techniques or impairs the Participant's liberty. An advocate can provide written informed consent if the Participant is not competent to do so. If a Participant is competent to provide informed consent, but cannot provide written consent, the agency shall accept an alternate form of consent and document in the Participant's record how such consent was obtained.

30.02 Behavioral Treatment shall be developed and implemented in accordance with Positive Behavioral Theory and Practice as a proactive approach to individual behavior and behavior interventions that:

a) Emphasizes the development of functional alternative behavior and positive behavior intervention;

b) Uses the least restrictive intervention possible;

c) Ensures that abusive or demeaning interventions are never used; and

d) Evaluates the effectiveness of behavior interventions based on objective data on a regular and frequent basis.

Behavioral Treatment Programs

Written Policy Required

30.03 The DDO shall have and implement a written policy for behavior support that utilizes individualized Positive Behavioral Theory and Practice Support Techniques and prohibits abusive practices.

30.04 Every service delivery location at which the DDO implements approved behavioral treatment procedure(s) shall have readily accessible to all staff members an up-to-date policy and procedures manual outlining the steps for each behavioral treatment used, as well as the Department licensing regulations and section 40. 1-26-1 *et seq.* of the Rhode Island General Laws, as amended, entitled "Rights for Persons with Developmental Disabilities." Furthermore, every service delivery location at which the DDO implements approved behavioral treatment procedure(s) shall have readily available staff who are trained in the specific behavioral treatment procedure(s) of Participants who are receiving services at that service delivery location.

Behavioral Intervention Policy and Procedure Manual

30.05 In accordance with best practices, each DDO shall develop ~~and submit to the Department~~ a Behavioral Intervention Policy and Procedure Manual ~~for inspection, review and approval~~. Such manual at a minimum shall include proactive policies and procedures to address and anticipate the implementation and development of behavioral plans, positive clinical strategies, emergency behavioral crisis prevention and intervention procedures and interventions to be used in emergencies to keep a Participant and/or others safe. In addition,

the Behavioral Intervention Policy and Procedure Manual shall contain any and all duly authorized and approved Participant Behavioral Treatment Plans.

30.06 The Behavioral Intervention Policy and Procedure Manual shall identify and detail all positive strategies and interventions utilized to reduce the ongoing use of emergency restraints or restrictions on a participant's rights. Such policies shall also include clear guidelines for when the ISP shall be reconvened to clinically determine the need for the development of a specific individualized Behavioral Treatment Plan for a Participant.

~~30.07 If such Behavioral Intervention Policy and Procedure Manual does not comply with these regulations, the DDO shall not be authorized by the Department to conduct any behavioral interventions.~~

~~30.08 Revisions to the Behavioral Intervention Policy and Procedure Manual shall be submitted to the Department within thirty (30) days prior to implementation for inspection, review and approval.~~

~~30.09 At least annually, each DDO shall submit to the Department a fully updated Behavior Intervention Policy and Procedure Manual.~~

Staff Qualifications

~~30.10~~ 30.07 There shall be written documentation available in each DDO for inspection and review by the Department for the following requirements:

~~30.10.01~~ a) A description of the specific training (type, content, number of hours, frequency) required of all staff in order to assure that staff are competent to apply each behavioral treatment procedure used, and to apply the provider emergency behavioral crisis prevention and intervention procedures.

~~30.10.02~~ b) Names of all staff members who are qualified to administer behavioral treatment, and the DDO's emergency behavioral crisis prevention and intervention procedures.

~~30.10.03~~ c) Assurance that all instructors of DDO staff who teach behavioral intervention procedures and techniques as well as emergency behavioral crisis prevention and intervention do so in accordance with the prevailing standard of care.

~~30.10.04~~ d) Method to assess staff competency in behavioral intervention and crisis prevention procedures.

Supervision

~~30.11~~ 30.08 Supervisory and training practices shall be designed to protect the person with developmental disabilities from the following:

a) the application of aversive behavioral techniques in a non-contingent manner;

b) the failure of a staff member to positively reward a competing, appropriate behavior which is incompatible with the undesired target behavior as prescribed;

c) the application of behavioral treatment techniques or individualized emergency behavioral crisis prevention and intervention procedures which have not been formally approved for a Participant;

d) the failure to document the time at which a supervisor was notified of the application of Aversive Behavioral Procedures, per approved behavior treatment program specifications; and

e) physical abuse, neglect, mistreatment, and other human rights violations.

Development of an Individualized Plan to Alter a Person's Behavior

~~30.12~~ 30.09 A decision to develop a plan to alter a person's behavior must be made by the ISP team. Documentation of the ISP team decision must be maintained by the DDO. Behavioral treatment programs shall be generally designed to develop and strengthen adaptive, socially appropriate behaviors, and to facilitate communication, community integration, and social interactions. Behavioral treatment programs shall be implemented and supervised as part of a person's individualized service plan. They shall be clinically approved and reviewed at least annually by the ISP team and the HRC, as needed.

a) All Behavioral Treatment Plans shall comply with the requirements identified in Section ~~1.85.04~~ 1.96.04 herein.

~~30.13~~ 30.10 Any intervention to alter a Participant's behavior must be based on positive behavioral theory and practice and must be:

a) Annually approved in writing by the Participant, Legal Guardian, family and/or advocate where appropriate; and

b) Described in detail in the Participant's record and ISP.

~~30.14~~ 30.11 Psychotropic medications and medications for behavior shall be:

a) Prescribed by the treating physician through a written order; and

b) Regularly reviewed by the prescribing treating physician for desired responses and adverse consequences.

Behavioral Treatment Programs

~~30.15~~ 30.12 No behavioral treatment programs shall be approved in the absence of a determination, arrived at by the ISP team and HRC when applicable, in accordance with all applicable requirements of these regulations, that the predictable risks as weighed against the benefits of the procedure would not pose an unreasonable degree of intrusion, restriction of movement, physical or psychological harm.

~~30.15.01~~ a) All procedures designed to decrease inappropriate behaviors may be used only in conjunction with positive reinforcement programs.

~~30.15.02~~ b) Aversive behavioral interventions shall be used only to address specifically identified extraordinarily difficult or dangerous behavioral problems that significantly interfere with appropriate behavior and/or the learning of appropriate and useful skills, and/or that have seriously harmed or are likely to seriously harm, the individual or others.

~~30.15.03~~ c) No behavioral treatment programs may be administered to any person in the absence of a written behavior treatment program.

~~30.15.04~~ d) All behavioral intervention plans shall be developed in accordance with these regulations, and in accordance with the behavioral intervention policies and procedures of the DDO in which the plan is to be implemented.

~~30.15.05~~ e) All behavioral intervention plans shall conform to and abide by section 40. 1-26-1 *et. seq.* of the Rhode Island General Laws, as amended, entitled "Rights for Persons with Developmental Disabilities."

~~30.16~~ 30.13 Any behavioral intervention procedures that are aversive should be used only as a last resort, subject to the most extensive safeguards and monitoring contained herein.

Functional Behavioral Assessment Required

~~30.17~~ 30.14 The DDO shall conduct a functional behavioral assessment of the behavior, which shall be based upon information provided by one (1) or more persons qualified and trained to perform such assessments who know the Participant. The functional behavioral assessment shall include:

a) A clear, measurable description of the behavior which includes (as applicable) frequency, antecedents, duration and intensity of the behavior;

b) A clear description and justification of the need to alter the behavior;

c) An assessment of the meaning of the behavior, which includes the possibility that the behavior is one (1) or more of the following:

1. An effort to communicate;

2. The result of medical conditions;

3. The result of psychiatric conditions;

4. The result of environmental causes or other factors;

d) A description of the context in which the behavior occurs; and

e) A description of what currently maintains the behavior.

~~30.18~~ 30.15 In constructing an overall plan for reducing or eliminating inappropriate behaviors, the Behavioral Treatment Plan shall include:

a) An individualized summary of the Participant's needs, preferences and relationships;

b) A summary of the function(s) of the behavior, (as derived from the functional behavioral assessment);

c) Strategies that are related to the function(s) of the behavior and are expected to be effective in reducing problem behaviors;

d) Prevention strategies including environmental modifications and arrangement(s);

e) Early warning signals or predictors that may indicate a potential behavioral episode and a clearly defined plan of response and de-escalation;

f) A general crisis response plan;

g) A plan to address post crisis issues;

h) A procedure for evaluating the effectiveness of the plan which includes a method of collecting and reviewing data on frequency, duration and intensity of the behavior;

i) Specific instructions for staff who provide support to follow regarding the implementation of the plan;

j) Positive behavior supports that includes the least intrusive intervention possible;

k) Adjusting environments to decrease the probability of occurrence of the undesirable behavior;

l) Training functional behavioral replacements for the behaviors targeted for reduction; and

m) The DDO shall make every reasonable effort to bill the Participant's medical insurance.

~~30.19~~ 30.16 Behavioral treatment programs shall be formalized and written to include the following:

a) Specified, measurable target behaviors;

b) Specified, measurable baseline information;

c) Specified, measurable goals and objectives;

d) Specified, measurable intervention strategies and tactics;

e) Sufficient, qualified, trained staff to conduct the written treatment program;

f) Specified named individuals responsible for implementing and monitoring the program;

g) Location(s) where the program intervention(s) as well as the devices, materials, and equipment needed to conduct the treatment program may/will be used;

h) Length of time of each program component or intervention;

i) Specific, measurable, objective documentation of the Participant's progress in the treatment program;

j) Specific methods, time frames and individuals responsible for program review, supervision, and monitoring;

k) A description of each of the interventions to be used, as well as a rationale based upon a comprehensive functional analysis of the antecedents and consequences of the targeted behavior;

l) Specific interventions are clearly identified, as well as the associated behaviors.

Section 31.0 ***Notification of Policies and Procedures***

31.01 The DDO must inform the Participant, legal guardian, family and/or advocate of the behavior support policy and procedures at the time of entry to the DDO and as changes occur.

Section 32.0 ***Use of Aversive Therapy***

32.01 Aversive therapy, including but not limited to physical or mechanical restraint, shall only be applied in such exceptional circumstances that shall meet the heaviest burden of review among all treatments. The use of such procedures will be allowed for a particular person only after a review and approval by clinicians, families, guardians, Human Rights Committees and the Department. This process shall insure that before the Participant can be subjected to this type of procedure, that clinicians have exhausted other less aversive procedures, and further, that the likely benefit of the procedure to the Participant outweighs its apparent risk of life safety.

32.02 The application of an approved aversive procedure shall be strictly monitored by the DDO as well as by the Department.

32.03 All behavioral treatment techniques, programs, methodologies and applications which utilize any aversive behavioral interventions shall be implemented only under the following conditions:

32.03.01 Prior written approval shall be present in the Participant's central record and shall be attached to the ISP. Authorizing signatures shall be present, including:

a) The Participant, if competent;

b) Family or advocate or legal guardian (as appropriate);

c) Executive Director or duly authorized representative;

d) Support coordinator;

e) Department-approved program/peer review committee (see below);

f) Chair or designee of the human rights committee;

g) Supervising clinician.

32.04 A duly constituted program/peer review committee shall be composed of three (3) or more clinicians (including at least one (1) person who has at a minimum a Master's degree in psychology with demonstrable expertise in the development, implementation, and oversight in the care and treatment of individuals with needs similar to those served by the DDO, expertise in behavior treatment, and familiarity with the use of psychotropic medications). The program/peer review committee shall be approved by the Department or its designee. For this purpose, a human rights committee may serve this function if its membership meets the above criteria regarding composition.

32.05 Any clinician serving as a treating clinician within the DDO proposing to use Aversive Behavior Interventions shall not be a member of the Program/Peer Review Committee. This committee shall review all Aversive Behavioral Interventions Plans to ascertain if they conform to the requirements for appropriate treatment established by these regulations.

32.06 The director of a DDO that is proposing to use aversive behavioral interventions may request that the Department, or its designee, perform such reviews. The Department, or its designee, shall provide for such reviews in response to such a request in the event that he/she determines that the DDO is unable to provide for such reviews itself or that the purposes of these regulations will be served by the provision of such reviews.

32.07 Written documentation in the record of the person with developmental disabilities shall include data and narrative data summaries which demonstrate that current or earlier positive reinforcement methods, and/or less aversive procedures, have not adequately alleviated the Participant's problem behaviors.

32.08 Written procedures designed to develop competing behaviors shall be present in the Participant record. Procedures shall include safeguards to be implemented (e.g. medical supervision, proposed and expected duration, frequency, and precautions to prevent injury).

32.09 A statement of possible risk, possible side effects, benefits, cautions, and precautions shall be documented, and shall be described to and discussed with the Participant and/or parents, guardian, or advocate, prior to gaining their authorization signatures.

32.10 Treatment applications shall be applied as prescribed in the individual written behavioral treatment program, and by staff who are trained and well-versed in the treatment techniques being conducted.

32.11 Staff shall also have access to a supervisor to determine whether to continue the intervention.

32.12 If the person with developmental disabilities shows symptoms of physical injury or distress during the use of any behavioral treatment procedure, the physical injury or distress shall be alleviated. Staff and the person's responses shall be documented.

32.13 Any person receiving behavioral treatment shall have his/her health monitored by a physician or registered nurse over the course of behavioral treatment, as medically indicated. The physician or registered nurse shall document their monitoring activity.

32.14 All behavior treatment programs shall be reviewed on a regular basis by a human rights committee and/or a Department-approved program/peer review committee.

32.15 Individual records pertaining to the use of behavioral interventions shall be kept and made available for review by the executive director of the DDO, representatives of the Department, the human rights committee, the Participant and/or parent, advocate, or guardian (as appropriate) and a Department-approved program/peer review committee.

32.16 At the time of initial approval of any aversive behavioral interventions, the Department-approved program/peer review committee and the human rights committee shall advise the ISP team how often the specific procedure shall be reviewed and reauthorized. The span of time between reauthorizations shall be determined by the specific procedure used. Reauthorizations, however, shall be performed at least annually. Signatures required for reauthorization shall include:

a) Person with developmental disabilities, if competent;

b) Family, advocate, or guardian;

c) Licensed physician;

d) Executive director or authorized representative;

e) Support coordinator;

f) Department-approved program/peer review committee;

g) Chair or designee of the human rights committee; and

h) Supervising clinician.

32.17 Any alterations in the use of aversive behavioral techniques incorporated into an operating Participant behavioral treatment program shall have prior authorization from the individuals or groups named in section 32.16 above.

32.18 The Department, or its designee, shall have the right to review, inspect, and/or revoke the use of any specified behavior treatment procedure at any time if the health and safety of the Participant is at risk.

32.19 Any use of aversive behavioral techniques that result in injury to either the Participant or any other individual shall be considered reportable to the Department.

Prohibited Aversive Procedures

32.20 The following procedures shall be specifically prohibited from use under any circumstances:

a) Contingent or non-contingent emetics for anything other than medical purposes;

b) Contingent or non-contingent application of cold showers;

c) Contingent or non-contingent corporal punishment;

d) Contingent or non-contingent electric shock;

e) Unobserved time-out;

f) Liquid spray mist in a person's face;

g) Shouting, screaming, using a loud, sharp, harsh voice to frighten or threaten, or use of obscene language;

h) Withholding and/or denial of meals or other basic necessities of life (e.g., toilet, clothing, shelter). This is not intended to prohibit use of meal or other "modification" behavioral interventions that are part of a comprehensive approved behavioral treatment plan contained in the ISP.

i) Permanent removal of a Participant's personal property;

j) Pinching, hitting, slapping, kicking or punching;

k) Withholding or denial of visitation, as a punishment;

l) Any form of humiliation.

m) Utilizing law enforcement in lieu of a clinically approved therapeutic emergency intervention or behavioral treatment program.

n) Utilization of behavioral interventions for the convenience of the staff or as a result of less than minimum staffing levels.

32.21 The use of such prohibited aversives is reportable as abuse to the Office of Quality Assurance/Improvement.

Section 33.0 ***Staff Training***

33.01 Staff supporting a Participant must be trained by a qualified individual who <u>at a minimum has a Bachelor of Arts (BA) or Bachelor of Science (BS) and</u> has either experience or training in contemporary practices to change or modify inappropriate behavior and expertise in the development, implementation and oversight of physical interventions~~, including, but not limited to a Master's Level Psychologist, as designated and approved by the Department in writing,~~ when the Participant has a history of behavior requiring physical intervention and

the ISP team has determined there is probable cause for future application of physical intervention. Documentation verifying such training must be maintained in the staff's personnel file. Such training must occur annually at a minimum.

Crisis Prevention and Intervention

34.0 Restraints shall not be employed as punishment, for the convenience of the staff, or as a substitute for an individualized plan. Restraints shall impose the least possible restrictions consistent with their purpose and shall be removed when the emergency ends. Restraints shall not cause physical injury to the Participant and shall be designed to allow the greatest possible comfort. Restraints shall be subject to the following conditions:

(i) Physical restraint shall be employed only in emergencies to protect the Participant or others from imminent injury or when prescribed by a physician, when necessary, during the conduct of a specific medical or surgical procedure or if necessary for Participant protection during the time that a medical condition exists;

(ii) Chemical restraint shall only be used when prescribed by a physician in extreme emergencies in which physical restraint is not possible and the harmful effects of the emergency clearly outweigh the potential harmful effects of the chemical restraints;

(iii) No Participant shall be placed in seclusion or in a prone restraint;

(iv) The DDO shall have a written policy that defines the use of restraints, the staff members who may authorize their use, and a mechanism for monitoring and controlling their use;

(v) All orders for restraint as well as the required frequency of staff observation of the Participant shall be written.

Physical Intervention Techniques in Emergency Situations

34.01 Use of physical intervention techniques that are not part of an approved plan of behavior support in emergency situations must:

a) Be reviewed by the DDO's executive director (or designee) or physician within one (1) hour of application;

b) Be used only until the Participant is no longer an immediate threat to self or others;

c) Submit an incident report to the Office of Quality Assurance/Improvement, and the person's legal guardian no later than one (1) working day after the incident has occurred; and

d) Prompt an ISP team meeting if an emergency intervention is used more than three (3) times in a six (6) month period.

34.02 In the Behavioral Intervention Policy and Procedure Manual, methods of dealing with behavioral crisis within the DDO shall be developed and documented. Emergency

behavioral crisis prevention and intervention procedures, including any provision for individualized techniques or methods shall be documented.

Use of Physical or Mechanical Restraints

34.03 Documentation of all physical/mechanical behavioral interventions, both behavior treatment and crisis, shall include, but shall not be limited to:

a) Signs and symptoms of physical condition during all behavioral interventions; and

b) Specific outcomes of behavioral interventions.

34.04 Description of the application of all approved physical and/or mechanical restraints and holds, must be detailed in writing in the ISP. The following procedural stipulations must be strictly adhered to and specifically stated:

34.04.01 One (1) qualified and trained person must be designated the lead person on site for each and every hold situation, with primary responsibility for directing any other person(s) who is (are) involved in the hold.

34.04.02 No staff can lay across the back of a Participant in a hold.

a) Participant shall not be placed in a prone restraint.

34.04.03 One (1) person should have responsibility for observing the Participant involved in the hold to watch for any problems that may be a signal of a life-threatening situation. The lead person should determine who shall have this responsibility.

34.04.04 In the extraordinary and unusual event that only one (1) staff person is available during a restraint or a hold, that individual is responsible to act as both the lead person as well as the observer.

Incident Report

34.05 Any use of physical intervention(s) shall be documented in an incident report and shall be made available to the Department upon request. The reports shall be kept on file for no less than seven (7) years and shall include:

a) The name of the Participant to whom the physical or mechanical intervention was applied;

b) The date, type, and length of time the physical or mechanical intervention was applied;

c) A description of the antecedent incident precipitating the need for the use of the physical or mechanical intervention;

d) Documentation of any injury;

e) The name and position of the staff member(s) applying the physical or mechanical intervention;

f) The name(s) and position(s) of the staff witnessing the physical or mechanical intervention;

g) The name and position of the person providing the initial review of the use of the physical or mechanical intervention; and

h) Documentation of an administrative review that includes the follow-up to be taken to prevent a recurrence of the incident by the Executive Director or his/her designee.

Copies Submitted

34.06 The Services Coordinator, HRC or when applicable the Department designee will receive complete copies of incident reports.

34.07 Copies provided to a legal guardian or other service provider must have confidential information about other individuals removed or redacted as required by federal and state privacy laws.

34.08 All interventions resulting in injuries to any Participant and/or the involvement of law enforcement must be documented in an incident report and forwarded to the Office of Quality Assurance within one (1) working day of the incident.

DDO Annual Restraint Report

34.09 All physical and mechanical restraints that are used to control acute, episodic behavior of Participants shall be reported to the Department on an annual basis. All DDOs shall submit an *Agency Annual Restraint Report* during an annual timeframe specified by DDD.

Section 35.0 ***Eligibility and Access to Services by Participants***

35.01 An adult with developmental disabilities who applies for waiver services funded by the Department shall be deemed to be eligible in accordance with the following process:

35.01.01 ***Eligibility Determination:*** Adults applying to BHDDH for services shall be assessed according to applicable statutory requirements.

35.01.02 ***SIS Assessment:*** If determined eligible, a Participant selects a team of individuals, including themselves, care planners, providers, local education authorities, family members, or friends to help in conducting and informing the SIS assessors. SIS assessors verify that selected individuals, other than those selected by the Participant, are knowledgeable and appropriate to participate in the SIS interview.

35.01.03 ***SIS Score Is Assigned Based Upon Assessed Needs:*** Based upon SIS assessment, the Participant is assigned a SIS score.

35.01.04 ***Service Package Identified:*** Based on the SIS score assignment, a Participant will be assigned a service package reflected quarterly. Effective February 1, 2013, any changes to a Participant's service package will occur on the Participant's anniversary date. The new service package is then translated into a quarterly resource allocation. Until a Participant has a SIS assessment, service packages will be based on prior year authorizations. As of July 1, 2011, in accordance with RIGL 40.1-21-4.3(7) and RIGL 40.1-26-2(9) all resource allocations will be allocated on a quarterly basis.

35.01.05 ***DDO Selection or Decision to Self-Direct:*** Once the Participant is assigned a resource allocation, they will either make a selection of which DDOs will provide services to them or the Participant will make the decision to self-direct services.

35.01.06 ***Care Planning with a Support Coordinator***: If the Participant selects a DDO, he/she will also select a support coordinator to assist in developing goals and objectives for the Individualized Service Plan (ISP) which will provide a detailed description of the services and supports to be delivered by the Participant by the selected DDO. Additionally, the Participant will work with the Support Coordinator to develop a Purchase Order (PO) that indicates the Participant's intent of how he/she would like to use his/her service package. If the Participant chooses to self-direct, he/she will select from the list of licensed DDO fiscal intermediaries who will facilitate the selection of providers and setting up the necessary legal and financial documentation to self-direct.

35.01.07 ***BHDDH Approves Person-Specific Individualized Support Plans:*** BHDDH Social Services staff will review the ISP developed for the Participant. BHDDH Fiscal Staff will review the PO that accompanies the ISP. If approved, BHDDH will develop authorizations specific to the Participant's ISP that will ensure that only the providers selected by the Participant will be able to be paid for the services selected by the Participant.

35.01.08 ***Providers Bill for Services Against the Authorization***: Providers authorized to deliver services within an Participant's ISP will bill the state's fiscal agent on a fee-for-service basis for services rendered based upon the Provider rates. The state's fiscal agent will ensure that payments will only be made for services billed, authorized by the ISP and that payments do not exceed the authorized amount based upon the provider rates.

35.01.09 ***ISPs Reviewed Annually:*** The ISP, which includes the PO, shall be reviewed at least once annually. The focus of the ISP review shall be to determine if the goals identified in the ISP were achieved and to determine which services assisted in achieving those goals and whether new goals and service levels are required. On an annual basis, a new ISP will be developed which will be submitted to BHDDH for review. If the annual ISP is not submitted to BHDDH by the BHDDH deadline, services may not be authorized to the Participant beginning in the new ISP year.

35.02 Prior to participating in a program administered by a DDO, the Participant, legal guardian, family and/or his/her advocate, if appropriate, shall be informed of any charges for services.

No co-pays or charges for services by the DDO can be made without the prior written authorization of the Department and the State Medicaid authority.

Section 36.0 ***Supports Intensity Scale***

36.01 When a Participant has been determined by the Department to be eligible for services, the Supports Intensity Scale and Rhode Island Supplemental SIS Questions shall be completed by the Department's SIS assessors.

36.01.01 Each Participant shall be reassessed no less than every three (3) years. Participants may be reassessed more frequently due to major life changes.

36.01.02 Based upon the Department's assessment, the Participant shall be notified in writing of his/her Service Package that the Department will make available to the Participant to purchase needed supports and services from the set of services authorized by these regulations.

36.01.03 The Participant and each DDO chosen by the Participant shall sign an individualized service plan and an accompanying purchase order that will serve as the basis for the agreed upon supports and services for the Participant. The individualized service plan and purchase order shall be signed by the DDO(s), the Participant, legal guardian, family or advocate, as appropriate.

36.01.04 The components of the individualized service plan, including the agreed upon and described supports and other forms, as required, shall be submitted to the Department. When the Department approves the individualized service plan, it shall create authorization(s) to implement and fund the deliverables contained in the ISP.

36.01.05 If the Department does not approve the individualized service plan, it shall notify the Participant and the DDOs and shall specify the reasons for the denial. The Participant may either submit a new individualized service plan for the Department's approval or the Participant may file an appeal of the denial of the ISP.

36.01.06 The individualized service plan shall be updated annually and correspond with the approved service package. The Department shall assign an anniversary date for each Participant that will serve as the milestone date for when the individualized service plan are due to the Department each year. Participants and agencies shall submit an updated individualized service plan up to forty-five (45) days prior to the anniversary date. If an accurate ISP is not submitted to the Department forty-five (45) days prior to the anniversary date, then the Department may not guarantee that service authorizations will continue from the end date of the prior anniversary year. The Department shall send the approved authorization(s) to the Participant and DDO(s).

36.01.07 For Participants who are new to a DDO, the Participant and the DDO shall submit an initial support agreement so that an authorization can be created. The Participant and DDO shall have up to ninety (90) days to submit an

individualized service plan with revised support deliverables for approval by the Department for authorization(s) beyond the first ninety (90) days.

36.01.08 ISPs shall not span any longer than twelve (12) months. DDOs shall not bill for services nor shall they be paid for services if an approved ISP authorization is not on file with the Department covering the time span that the services were rendered. The Department shall not pay for services prior to the completion of the ISP funding authorization process unless there is a finding that the Participant applied for Medicaid at the time of the service and the service was an emergency or crisis that was approved by BHDDH.

36.01.09 The Department is solely responsible for determining the service package or interim service package available to each Participant. The DDOs who the Participant has requested to support them shall assist the Participant in understanding the necessity of working within the allocated resources to develop an ISP. It is the DDO's responsibility to insure that a Participant and his/her representative or family understand possibilities regarding support and service options available to them within the service package, especially as this relates to shared and unshared supports and services.

36.01.10 On an annual basis, only one (1) individualized service plan containing the agreed upon supports shall be submitted to the Department. If the Participant has chosen more than one (1) DDO to provide supports, the DDO responsible for support coordination shall submit the individualized service plan to the Department.

36.01.11 Providers shall submit claims to the Department's Medicaid fiscal agent for documented services delivered to the Participant in support of the individualized service plan. In order to receive payment, providers must ensure that the amount billed does not exceed the amount available in the authorization. Providers must also submit claims to the Medicaid fiscal agent in the format specified by the Medicaid fiscal agent and/or the Department.

36.01.12 No significant change in the amount, duration, and scope of services shall be made without a change in the ISP and the prior authorization of the Department even if no additional funding is involved.

36.01.13 Providers are encouraged to submit claims to the Medicaid fiscal agent for services rendered even if there is no authorization or the authorization amount has been exceeded.

36.02 Any overpayment to a DDO by the Department or DHS shall be recovered through a withhold against a future payment or the recoupment process.

Section 37.0 ***Development of an Individualized Service Plan***

37.01 All Participants receiving services from DDOs licensed by BHDDH shall have an annual ISP. The support coordinator assigned to the Participant shall have primary responsibility for activities related to the ISP process, including preparation for the ISP meeting,

conducting the ISP meeting, follow-up documentation of the ISP meeting, and ongoing monitoring of the ISP.

ISP Team Membership

37.02 The ISP shall be developed through a team approach and the membership of the team may vary, depending on the unique needs of the Participant and the services being provided. Each member shall have equal participation in discussion and decision making. No one member shall have the authority to make decisions for the team. Representatives from service provider(s), families, the Department, or advocacy agencies shall be considered as equal member for the purpose of reaching majority agreement.

a) The ISP team shall at a minimum, include the Participant, legal guardian, and service provider representatives.

b) The Participant may suggest additional participants. Typically, family members, advocates or other professionals involved in providing service to the Participant shall be appropriate ISP team members.

c) The Participant has the right to raise an objection to participation by a particular person. When a Participant raises an objection to participation by a particular individual, the team shall attempt to accommodate the Participant's objection while allowing participation by team members.

d) The Department is a de-facto member of the ISP team. The support coordinator shall notify the Department of scheduled ISP meetings ~~and shall make every effort to reschedule such meetings so that a Department Representative may attend~~. The Department will use its discretion in deciding which meetings to attend.

Initial and Annual ISP Timelines

37.03 An ISP shall be completed within ninety (90) calendar days following entry into Department-funded residential, day or supported employment services and at least annually thereafter. All ISPs shall be sent to the Department for placement in the Participant's Department file. If the Department finds that the ISP does not meet the requirements specified in these rules, the ISP team shall be reconvened.

37.04 The timing of the ISP shall coincide with the anniversary month of the Participant's enrollment into services. The anniversary month shall be determined by BHDDH.

ISP Meeting Process

Preparation for the ISP Meeting

37.05 Between forty-five (45) and ninety (90) days prior to the Participant's anniversary date, the Support Coordinator shall meet with the Participant, or his/her legal guardian, family member or designated advocate, to prepare for the annual ISP meeting.

37.06 At the pre-ISP meeting, the Support Coordinator shall discuss, at a minimum, the following topics with the Participant:

a) the goals that were identified in the current year ISP;

b) a review of the action items completed and not completed to achieve each goal;

c) the level of success the Participant had in achieving each goal;

d) any goals that the Participant would like to remove in the new ISP;

e) any goals that the Participant would like to add in the new ISP;

f) who the Participant would like to attend the ISP meeting (the "ISP team");

g) who, if anyone, the Participant would not want to attend the ISP meeting;

h) any specific topics the Participant would like to address in the ISP meeting;

i) any specific topics the Participant would like to address but outside the ISP meeting; and

j) any other requests of the Participant to prepare for the ISP meeting, including the style of communication in the meeting itself.

37.07 When soliciting feedback from the Participant to prepare for the ISP meeting, the support coordinator shall make every effort to customize the goals, objectives and outcomes to the Participant. After the pre-ISP meeting with the Participant, the support coordinator shall plan the agenda for the ISP meeting.

37.08 The DDO shall validate with the Participant that he/she is aware that he/she has a choice of support coordinators and that he/she is satisfied with his/her support coordinator.

37.09 The Support Coordinator shall document either from the pre-meeting or from the ISP meeting itself that the Participant was asked about the following service areas from which goals could be set:

a) home living;

b) community living;

c) physical wellbeing and safety;

d) emotional wellbeing;

e) socialization and relationships;

f) learning and education;

g) employment; and

h) self-direction.

ISP Meetings

37.10 The support coordinator selected by the Participant shall initiate the ISP meeting and shall be responsible for assuring that the ISP meeting is scheduled between 8:30 AM and 4:00 PM, Monday through Friday (excluding legal holidays) and that the Participant is notified. The support coordinator shall invite the Participant's BHDDH social caseworker at least fourteen (14) days prior to the scheduled ISP meeting and shall document same. An agenda

shall be developed so that all Participants are aware of the topics to be covered. At a minimum, the topics shall include:

a) a review of the prior year goals;

b) identification of which goals were fully met, partially met, or not met;

c) a review of the upcoming year's goals and the actions that will be put in place to achieve success; and

d) who will be responsible for assisting the Participant in working to achieve each goal.

37.11 The designated team leader shall:

a) Invite the individuals that the Participant would like to attend the meeting and solicit their feedback on any items that were covered in the pre-ISP meeting with the Participant.

b) Release(s) of information shall be created, reviewed, and updated as needed.

c) Initiate discussion of and document the need for evaluations in the areas of medical, dental, vision, hearing; and any other evaluations based on the specialized needs of the Participant (such as, but not limited to, neurological evaluations for Participants with seizure disorders, augmentative communication evaluations for Participants with limited speech, physical therapy and equipment evaluations for Participants in wheelchairs, psychiatric or psychological evaluations for Participants who are dually-diagnosed or nutritional evaluations for Participants with metabolic disorders);

d) Initiate and document discussion of specialized health care needs and health maintenance services (such as, but not limited to, required periodic lab work), including what services are needed and who is responsible for assuring that they are provided;

e) Determine with the ISP team whether home visits, vacations and other community or family-based activities are considered to be community-based experiences preferred by the Participant. If so, then these activities must be considered part of the Participant's overall ISP and shall be documented as such through the ISP process;

f) Initiate the review of and discussion regarding outcome of any previous plan;

g) Initiate discussion of proposed service provider plans and assist the team to make any needed modifications emphasizing health, safety, and rights;

h) Ensure the ISP reflects the Participant's choice and preferences in his/her daily activities which are defined in the ISP;

i) Initiate discussion in developing and obtaining natural supports responsive to the Participant's choices and needs that will provide him/her with the greatest level of integration and inclusion into the community in which he/she lives. Develop, whenever possible, alternative natural supports to augment paid supports; ~~and~~

j) Assist a Participant in expanding his/her network so he/she is not dependent only upon a few family members or paid support staff. Natural supports shall be required in order to

maximize the limited resources available for paid supports, and also to enhance the quality of life for persons who need assistance in daily life~~.~~ ; and

k) Initiate discussion regarding employment services using person-centered planning concepts, based on informed choice, and consistent with the philosophy of self-determination.

(i) For those who have already successfully achieved the goal of employment in an integrated setting, service planning shall focus on maintaining employment as well as the consideration of additional career or advancement opportunities. For those who have not yet achieved employment, service planning shall include and reflect employment opportunities as the first and priority service option explored.

~~k)~~ l) The Support Coordinator shall lead a discussion about which services the Participant would like to purchase with his/her service package to support the Participant's ISP goals.

~~l)~~ m) If the Participant and/or Legal Guardian have given permission, the Participant's prior year ISP shall be distributed to each attendee as well as the draft of the new ISP.

ISP Document

37.12 The ISP document shall include:

a) A description of the Participant's Goals;

b) A description of the support that each agency/DDO will provide based upon the schedule of services and the units of service listed on the Purchase Order;

c) A description of the roles and responsibilities of the Participant, Family Member(s), and Legal Guardian(s);

d) Documentation of the need for specialized health care, health maintenance services; identification of the person or provider responsible for assuring that the services are provided; and documentation of all of a Participant's diagnoses;

e) Documentation of the need for additional evaluations or other services to be obtained and the person or provider responsible for assuring that these evaluations or services are obtained and documentation if the Participant has a Medical Treatment Plan or a Behavioral Treatment Plan (the Medical Treatment Plan and/or the Behavior Treatment Plan shall be attached to the ISP);

f) Documentation of the Participant's safety skills including the level of support necessary for the Participant to evacuate a building (when warned by a signal device), the Participant's ability to adjust water temperature and the amount of time a Participant can be without supervision before the missing notification protocol is implemented;

g) Description of how each agency/DDO intends to routinely communicate with other providers, family members, Department social worker, and the Participant to promote quality care and keep everyone informed of any changes or specific issues that may arise;

h) Description of how each agency/DDO intends to evaluate the Participant's progress towards meeting the ISP goals and objectives and the continued relevance of the ISP's objectives and strategies;

i) Documentation of the reason(s) any preference of the Participant, Legal Guardian and/or family member(s) cannot be honored;

j) Documentation of the development and availability of current natural supports including strategies to assist the Participant in establishing additional natural supports in the community;

k) Documentation of who is going to manage the Participant's funds and a written plan for the management of Participant funds, and identification of a Legal Guardian, Power of Attorney, or Representative Payee (if applicable); and

l) Documentation and justification for any limitations placed on Participant's self-management and documentation of the review and approval by the HRC (and the PRC if applicable).

m) ISPs shall be crafted using tailored approaches to meet the specific employment needs of the individual and the community in which they live and work.

37.13 The plan shall include quality indicators that demonstrate the plan has met the expectations of the Participant and the Participant is satisfied with the support services he or she is receiving.

37.14 The following elements shall be required in every ISP in a format specified by BHDDH. This "ISP Summary" includes:

37.14.01 A listing of each goal in the new ISP with its start date and end date.

a) For each goal, at least one objective shall be written that is observable and measurable and indicates the desired level of performance or behavior that the Participant is trying to achieve with the support of the DDO.

i. For each objective, at least one outline of steps that the Participant will complete to accomplish the objective with the support of the DDO.

b) For each goal, a listing of the method of how objectives will be observed and measured and how often, including but not limited to regular review and analysis of outcome data.

c) For each goal, a listing of the person(s) with primary responsibility for assisting the Participant in achieving the goal.

37.14.02 A listing of each goal in the prior year ISP.

a) For each goal, a listing of the objectives that were developed and associated with the goal.

   i. For each objective, identify whether the objective was fully met, partially met, or not met.

b) For each goal, identify whether the goal was fully met, partially met, or nor met.

c) If the goal was terminated, provide a statement indicating the reason the goal was terminated.

d) A listing of any services that the Participant declined to accept.

e) Documentation of the reason(s) any preference(s) of the Participant, his/her legal guardian, and/or his/her family member(s) could not be honored.

Distribution of the ISP Document, Document Format and Follow-up Documentation of the ISP Meeting

37.15 No later than forty-five (45) days from the date of the ISP meeting, the DDO who employs the Support Coordinator shall deliver the following information to BHDDH:

a) The final version of the new ISP;

b) A listing of who was invited to the ISP meeting and the signatures of those who attended the ISP meeting (the "ISP Attendance Sheet");

c) The support agreement between the Participant and the provider(s) for the coming year shall be part of the ISP; and

d) The draft Purchase Order.

37.16 The BHDDH social caseworker or his/her designee shall review the selection of services to be purchased within the Participant's service package and confirm with the Participant that he/she is aware of all of the services that are available to him/her and the choice of providers that are available to him/her to deliver those services. These items shall be documented in the new ISP.

37.17 The Participant's schedule of services along with the Summary of Goals/Outcomes shall accompany the ISP documentation.

37.18 Upon approval by BHDDH of the new ISP, the ISP summary, and the purchase order, BHDDH shall create authorizations for the coming year that reflect the intent of the Participant as to how he/she would like to spend his/her resource allocation and the deliverables contained in the ISP and accompanying support agreement.

Ongoing Monitoring of the ISP

37.19 The frequency of the monitoring of an ISP shall be determined by the needs of the Participant. The support coordinator shall monitor the ISP to assure that supports are being provided as defined in the ISP.

37.20 Monitoring shall include the review and documentation of the Participant's outcome data, review of any incident and unusual incident reports, and a review of the manner in which the Participant is accessing services based on their total resource allocation.

37.21 The support coordinator shall develop specific tools to monitor each Participant's ISP on an ongoing basis. These may include case notes, monthly, weekly or daily tracking sheets, and documentation of meetings of those supporting the Participant. At a minimum, the support coordinator shall maintain the following in the Participant's ISP file (in electronic or hard copy format):

a) On a monthly basis, a summary of the data collected related to the Participant's efforts to meet each of his/her objectives identified in the ISP.

b) On a quarterly basis, a summary of the Support Coordinator's evaluation of the level of progress that the Participant has met in achieving each of the goals outlined in the ISP.

Interim ISP Process

37.22 An interim ISP shall also be required of all new Participants. This shall be completed and delivered to BHDDH prior to the date the Participant begins to receive services from a provider. The interim ISP shall include the Participant's goals for ninety (90) days, the schedule of services, and a description of the roles and responsibilities of the Participant, Legal Guardian, and Family Member(s).

37.23 The final ISP shall be created within ninety (90) days of the date that a Participant begins to receive services from the provider that employs the Support Coordinator. Once the final ISP is completed, it shall be delivered to BHDDDH and include an ISP Summary.

37.24 The IISP Summary shall follow the same format as the ISP Summary delivered to BHDDH for Participants who are already receiving services, with the exception that the section related to listing information from the prior year ISP shall be left blank.

<u>37.25 Effective March 1, 2013, the Department shall require that all IISPs and ISPs for New Participants shall contain at a minimum the following:</u>

1. <u>An Employment Action Plan with employment goals.</u>
2. <u>A weekly schedule of services identifying actions and activities to address and highlight employment related competencies and/or supported employment.</u>
3. <u>Over fifty percent (50%) of the goals, activities, supported employment and/or vocational goals contained in the IISP and/or ISP shall be provided in the least restrictive most inclusive community based setting.</u>
4. <u>Complete compliance with the Department's Employment First Policy.</u>

<u>37.25.01 The Department shall not approve any IISP and/or ISP for new Participants that:</u>

<u>1. does not have meaningful vocational goals,</u>

2. that includes "sheltered work shop" services within the center-based activities; and
3. does not have more than fifty percent (50%) of the service delivery in fully integrated community based settings.

Section 38.0 ***Specialized Support Services***

38.01 The Department may approve Specialized Support Services based upon the SIS. In addition, the DDO shall provide to the Department written clinical data/documentation to support the need for additional clinically appropriate services and/or staffing.

38.02 If a Participant has been determined and received written approval by the Department to need Specialized Support Services requiring additional staffing and services beyond those which are included in the Core Support Service Rate and/or are not otherwise covered by the Participant's medical insurance. Such Specialized Support Services include increased specific clinically appropriate staffing levels, additional required professional services, behavioral supports and medical supports required. Specialized Support Services shall not include short-term additional professional or direct care supports or minor increments in services. Specialized services shall not include services otherwise covered by the Participant's medical insurance. It shall be the responsibility of the support coordinator to provide written documentation of the final denial of coverage by the insurance provider of any requested services ordinarily covered by private or public health insurance.

38.03 Day Program and Residential Support Services may be augmented with Specialized Support Services if the Participant is behaviorally and/or medically in need of clinically appropriate services that require:

38.03.01 Additional staff, trained and supervised to provide specific and direct care, behavioral supports and/or medical care to the Participant that is above the minimum staffing levels required in the provision of Core Residential Support Services or Day Program Services;

38.03.02 Professional Services~~, including but not limited to psychological, psychiatric, Physical therapy, occupational therapy, speech therapy,~~ include, but are not limited to: psychologist, psychiatrist, physical therapist, occupational therapist, speech therapist, registered ~~nursing and~~ nurses, interpreters, licensed social workers, licensed mental health counselors ("LMHCs"), and licensed marriage and family therapists ("LMFTs"); ~~not otherwise covered by the Participant's medical insurance coverage or the core services;~~

38.03.03 Behavioral Supports to address chronic and severe behavioral problems and concerns that severely and persistently interfere with the Participant's and/or others' health and safety not otherwise covered by the core services; and/or

38.03.04 Medical Supports to address chronic and long-term medical conditions that require services ~~outside of the~~ ~~residential~~ not otherwise covered by the core services and/or are not covered by a health plan.

Part IV ***Services for Adults with Developmental Disabilities***

Section 39.0 ***Residential Support Services General Requirements***

39.01 If a Participant is assessed to be clinically appropriate for residential services. Residential supports and services for adults with developmental disabilities shall include:

1. Shared Living Arrangements;
2. Community Residence; and
3. Non-congregant Residence Support Services.

39.02 All ~~residences that provide residential support services, other than~~ community residences~~,~~ shall be reviewed and approved by the Department ~~as an acceptable living arrangement~~.

39.03 As further described below, each residential modality includes core residential support services and may if clinically appropriate and not otherwise covered by the Participant's health plan include specialized support services. Residential Support Services shall not include payments for room and board and are based upon defined Residential Resource Levels.

39.04 All Residential Support Services shall include at a minimum:

39.04.01 Development and implementation of a Participant's person-centered plan as developed annually through the ISP as required herein;

39.04.02 Support and supervision of Participants during the day and night with staffing levels that provide for the documented health and safety needs of a Participant and as provided for through an Participant's ISP, rate based authorization and any and all paperwork developed and produced by the DDO;

39.04.03 Assistance with activities of daily living;

39.04.04 Assistance with medical care and medication, including assisting and supporting a Participant's accessing medical and psychiatric treatment, annual primary care visits, and biannual dental visits;

39.04.05 Skills development;

39.04.06 Assistance with community participation and inclusion activities;

39.04.07 Assistance with personal social skills;

39.04.08 Assistance with use of leisure time skills;

39.04.09 Provision of transportation;

39.04.10 Management of health and safety (see section 49.0 herein);

39.04.11 Management of behavioral issues including the development, when necessary, of a behavioral treatment plan and access to psychiatric care and treatment; and

39.04.12 Coordination with supported employment and other meaningful day activities.

39.04.13 Provision of a constructive, positive relationship and living experience for the Participant;

39.04.14 Maintenance of open communication with DDO and the Department;

39.04.15 Successful completion and documentation of all training as specified in these regulations and as required by the DDO;

39.04.16 Provision of, or access to, regular well-balanced meals and snacks;

39.04.17 A full range of appropriate clothing;

39.04.18 Maintenance of motor vehicle and homeowners or renters insurance in effect at all times;

39.04.19 Acceptance of monthly payment from the Participant's SSI budget, or other income, as a full contribution toward room and board costs.

39.04.20 Protection of the confidentiality of all documents and information related to the Participant;

39.04.21 Report of all unusual incidents to the Department, and documentation of the occurrence of such incidents on forms provided by the DDO.

39.05 The DDO shall ensure each Participant has a primary physician or primary health care provider whom he or she, the parent, guardian or legal representative has chosen from among qualified providers.

39.06 The DDO shall ensure each Participant receives a medical evaluation by a qualified health care provider no less than every year or as recommended by a physician.

39.07 The DDO shall ensure each Participant receives a dental evaluation by a qualified dental provider no less than twice per year, or as recommended by a qualified dental provider, or as covered by the Participant's health plan or as recommended by a qualified dental provider.

39.08 The DDO shall monitor the health status and physical conditions of each Participant and take action in a timely manner in response to identified changes or conditions that could lead to deterioration or harm.

39.09 A physician's or qualified health care provider's written, signed order shall be required prior to the usage or implementation of all of the following:

a) Prescription medications;

b) Non prescription medications except over-the-counter topical;

c) Treatments other than basic first aid;

d) Modified or special diets;

e) Adaptive equipment; and

f) Aids to physical functioning.

39.10 The DDO shall implement a physician's or qualified health care provider's order.

39.11 All tests, laboratory work, screenings and referral to other licensed healthcare providers shall be scheduled promptly, documented, and followed through to completion.

39.12 Residential service providers shall not implement weight loss or other restrictive types of diet without approval/authorization of the licensed health care provider and the implementation of a behavioral treatment plan in accordance with the requirements set forth herein.

39.13 The DDO is required to immediately report to the Department hospitalization of the Participant or any and all extended absences from the residence, as specified by the Department.

Neurological Services and Seizures

39.14 The residential service provider shall obtain an initial diagnostic evaluation by a neurologist for Participants who have medications prescribed for seizures. The frequency of follow up evaluations shall be determined by the neurologist, or by the primary licensed health care provider.

39.15 When medically indicated, the residential services provider shall maintain a seizure record in order to provide information for the licensed health care provider. The record shall include:

a) Date and time that the seizure occurred;

b) Duration;

c) Post-seizure status.

Adaptive and/or Medical Equipment

39.16 It is the responsibility of the residential service provider to:

39.16.01 Ensure that all adaptive and/or medical equipment is obtained as needed and kept in good repair;

39.16.02 Conduct and complete regular assessments and reviews for proper fit, usage, function; and

39.16.03 Ensure access to current adaptive and medical equipment and include such requests and expenditures through the ISP process and authorization.

Communication with the Day Program

39.17 It shall be the responsibility of the residential service provider to consistently communicate with the day program provider to promote consistency of care and inform the day program provider of any changes or specific issues that should be consistently handled by the two DDOs.

Section 40.0 ***Community Residence Requirements***

40.01 No person, agency or corporation acting individually or jointly with any other person, agency or corporation shall establish, conduct, maintain, manage or operate a Community Residence providing support services for three (3) or more adults with developmental disabilities without being licensed for each Community Residence by the Department.

Non-Transferable

40.02 No license is transferable or applicable to any location, home, or facility, agency, management agent, or ownership other than that indicated on the application and license.

General Staffing Requirements

40.03 Each Community Residence shall provide staff appropriate to the number of Participants served ~~as follows:~~ and shall meet the minimum requirements as defined herein in Section 1.81 "Residential Resource Tiers."

~~40.03.01 Tier A: 128-148 weekly schedule hours, or 32-37 hours per Participant~~
~~1 staff to 4 clients during client sleep hours~~
~~1 staff to 4 clients during client awake hours~~

~~40.03.02 Tier B: 128-148 weekly schedule hours, or 32-37 hours per Participant~~
~~1 staff to 4 clients during client sleep hours~~
~~1 staff to 4 clients during client awake hours~~

~~40.03.03 Tier C: 196-216 weekly schedule hours, or 49-54 hours per Participant~~
~~1 staff to 3 clients during client sleep hours~~
~~1 staff to 2.5 clients during client awake hours~~

~~40.03.04 Tier D: 320-344 weekly schedule hours, or 80-86 hours per Participant~~
~~1 staff to 2 clients during client sleep hours~~
~~1 staff to 1.5 clients during client awake hours~~

~~40.03.05 Tier E: 356-392 weekly schedule hours, or 89-98 hours per Participant~~
~~1 staff to 2 clients during client sleep hours~~
~~1 staff to 1.25 clients during client awake hours~~

40.04 ~~All staff shall be awake staff.~~ All staff are assumed to be awake staff. However, if there is more than one (1) staff person present in the residential setting on third shift, at least one (1) staff person shall be awake at all times.

40.05 A DDO community residence service provider shall provide the Department with notice at least thirty (30) days in advance of any and all plans to move a Participant to a new address within the State of Rhode Island. No Participant shall be moved to a new address without the prior, written approval of the Department and the consent of the Participant, legal guardian, family and/or advocate. This approval may require the creation of a new SIS, the reconvening of the ISP team, or the development of a new Individualized Support Plan. Failure to follow this requirement shall result in a recoupment action for the unauthorized placement of a Participant.

Section 41.0 ***Non-congregant Residential Support Services***

41.01 A licensed DDO can apply for Non-congregant Residential Support Services which are licensed residential services, as defined herein. The Non-congregant residential support service includes core residential support services and may include specialized residential support services. Non-congregant residential support services do not include payments for room and board. Payments for non-congregant residential support services are based on residential resource levels.

41.02 Staffing Levels shall be sufficient to meet the health and safety requirements of the Participants. Staffing levels are as described and provided for in the authorized individualized support plan and shall meet the minimum requirements as defined herein in Section 1.81 "Residential Resource Tiers."

a) ~~All staff shall be awake staff.~~ All staff are assumed to be awake staff. However, if there is more than one (1) staff person present in the residential setting on third shift, at least one (1) staff person shall be awake at all times.

41.03 A DDO non-congregant residential service provider shall ensure that ~~Any and~~ all locations ~~identified as residences~~ where non-congregant residential support services are provided ~~for Participants shall be inspected, reviewed and approved by the Department. The Department shall not fund residential services in locations that have not received prior approval by the Department as meeting~~ meet the minimum health and safety guidelines ~~for Participant residences as described herein.~~ as described in Section 12.0 of these regulations.

41.04 A DDO non-congregant residential service provider shall provide the Department with notice at least thirty (30) days in advance of any and all plans to move a Participant to a new address within the State of Rhode Island. No Participant shall be moved to a new address without the prior, written approval of the Department and the consent of the Participant, legal guardian,

family and/or advocate. This approval may require the creation of a new SIS, the reconvening of the ISP team, or the development of a new Individualized Support Plan. Failure to follow this requirement shall result in a recoupment action for the unauthorized placement of a Participant.

Section 42.0 ***Shared Living Arrangements***

Shared Living Arrangements

42.01 Shared living arrangements shall be provided by a shared living placement agency that is a licensed DDO and that has been issued a residential support service license and an SLA license by the Department.

42.02 Participants who are found eligible for residential support services must be considered for shared living arrangement services before being approved for any other type of residential services.

Qualifications for Shared Living Arrangement Contractor

42.03 Shared living arrangement contractors shall have the following minimum qualifications:

42.03.01 Possess a current driver's license, current automobile insurance coverage, and a vehicle that can properly and safely transport a Participant, based upon the Participant's needs.

42.03.02 Complete a state and national criminal background check;

42.03.03 Be at least eighteen (18) years of age;

42.03.04 Have a high school diploma or GED certification; ~~and~~

(a) Any SLA Contractor who was providing SLA Services prior to January 1, 2014 and who does not meet the qualifications related to having a high school diploma or GED certification shall be grandfathered in from this educational requirement as long as he or she meets and continues to meet all of the remaining minimum qualifications for SLA Contractors;

42.03.05 Have documentation of a current and valid certification in cardiopulmonary resuscitation (CPR) and documentation of annual refresher training in CPR; and

42.03.06 Have documentation of annual first aid training.

Recruitment, Selection and Matching

42.04 The DDO shared living placement agency shall have written policies and procedures for identifying and selecting appropriate shared living arrangement contractors. The DDO Shared Living Placement Agency shall be responsible for the:

42.04.01 Recruitment of qualified shared living arrangement contractors;

42.04.02 Evaluation of potential shared living arrangement contractors/ shared living arrangement study;

42.04.03 Selection of qualified shared living arrangement contractors;

42.04.04 Matching of qualified shared living arrangement contractors to Participants;

42.04.05 Ensuring Participant's choice in determining shared living arrangement contractor;

42.04.06 Inclusion of family members, friends, advocates, as appropriate in determining shared living arrangement contractor;

42.04.07 Reporting and investigating of suspected abuse, neglect, and mistreatment of Participants in accordance with the Rhode Island General Laws, as amended;

42.04.08 Facilitation of interviews between Participants to be served and qualified shared living arrangement contractors; and

42.04.09 Providing and documenting pre-service training for qualified shared living arrangement contractors.

Shared Living Arrangement Study

42.05 The DDO shared living placement agency shall be responsible for developing a written policy and procedure to ensure comprehensive evaluation of a shared living arrangement contractor for suitability and compatibility based on personal experience, characteristics, conduct, demeanor, integrity, capacity, and philosophy. In recruiting shared living arrangement contractors, the DDO shared living placement agency shall consider the following in addition to the minimum qualifications identified in section 42.03:

a) Character references;
b) BCI/NCIC check on the shared living arrangement contractor and each adult household member;
c) Extensive personal interviews;
d) Home inspection report;
e) Lifestyle;
f) Personal preferences;
g) Cultural and religious values;
h) Family and friend involvement;
i) Compatibility with animals and children;
j) Smoking preference.

Shared Living Placement Agency Records

42.06 The DDO shared living placement agency shall maintain current records on each shared living arrangement contractor. These records shall include, but shall not be limited to the following:

a) Applications;

b) Reference checks;

c) State and national criminal background checks;

d) Shared living arrangement study and inspection report, and as applicable, documentation of insurance;

e) Notes regarding communication with or about the shared living arrangement contractor;

f) Suitable driving record and documentation of motor vehicle insurance;

g) Contract between the shared living placement agency and the shared living arrangement contractor.

h) Documentation of a current and valid certification in cardiopulmonary resuscitation (CPR) and documentation of annual refresher training in CPR.

i) Documentation of annual first aid training.

j) Documentation of successful completion of pre-service training.

k) Documentation of all on-going training.

42.07 These records shall be the property of the DDO shared living placement agency and shall be maintained in a confidential manner as required by law and for a minimum of seven (7) years.

42.08 The DDO share living placement agency shall ensure that all records comply with the requirements as described in section 9.01 herein.

42.09 The DDO shared living placement agency shall report all suspicion of abuse, neglect, and or mistreatment to the Department, as required by section 26.0 herein.

Training

42.10 Pre-service training is required prior to contracting as a shared living arrangement contractor. DDO shared living placement agencies shall ensure shared living arrangement contractors attend pre-service training and specialized training as needed.

42.11 Pre-service training shall be documented and include but is not limited to the following:

a) Roles and responsibilities of the shared living arrangement contractor;

b) Human Rights of Adults with Developmental Disabilities;

c) Mandatory reporting of abuse, neglect and mistreatment of adults with developmental disabilities to the Department and appropriate law enforcement agencies;

d) Community integration and creation and support of natural supports;

e) Annual Individual Service Plan process;

f) Documentation;

g) Access to medical and psychiatric supports;

h) Self determination;

i) Cardiopulmonary resuscitation (CPR) and first aid;

j) Individualized specific person centered planning:

k) Confidentiality.

Contract Requirements

42.12 The DDO shared living placement agency shall develop a detailed annual contract with the shared living arrangement contractor.

42.13 By contract the DDO shared living placement agency shall provide for, describe and require:

42.13.01 The specific roles and responsibilities related to the provision of Respite services;

42.13.02 The development of an appropriate respite schedule;

42.13.03 Adherence to requirements for storing firearms as described in these standards;

42.13.04 The requirement for immediately notification to the DDO and the Department of any changes in BCI/NCIC status and/or DMV license status;

42.13.05 Immediate notification to the DDO of any new member of the household;

42.13.06 Successful completion of any training specific to the Participant, as determined necessary by the ISP, and specified in both the annual ISP and the contract;

42.13.07 Contractually required routine communications with the DDO the progress and Participant supported in the Shared Living Placement.

42.14 The Shared Living Arrangement shall be terminated if the shared living contractor or any other member of the shared living household has:

a) Been charged with or convicted of a criminal offense;

b) Abused, neglected, mistreated or exploited a child or adult;

c) Suffered serious illness or injury that impacts delivery of care to the Participant;

d) Unusual stressful or dangerous situations that exists in the home that impacts the appropriate care and support of the Participant;

e) Failure to comply with any of the requirements of the SLA contractor contained herein; or

f) The Participant chooses to leave.

42.14.01 The Shared Living Arrangement may be terminated if the shared living contractor or any other member of the shared living household has current or unresolved problems with alcohol or other substances. The DDO shared living placement agency shall notify the Department immediately upon discovery. The SLA may continue with the shared living contractor only upon written approval from the Department.

42.15 The Participant shall be promptly removed from the home if a situation exists in the home that imperils the health, safety or well being of the Participant in the care of the shared living arrangement contractor.

42.16 The DDO shared living placement agency has full discretion, with prior approval from the Department, to immediately terminate the SLA. The SLA may also be terminated at the request of the Participant for any reason.

42.17 The DDO shared living placement agency shall have the ability to respond to a wide range of situations that may arise in shared living arrangements and to problem solve, when necessary.

42.18 In order to effectively support shared living arrangements, the DDO Shared Living Placement Agency staff shall have education, training, and experience in the following areas:

a) Supporting Participants in community settings;

b) Developing Individualized Support Plans for individualized community based supports;

c) Family systems;

d) Development of natural support systems and meaningful community integration; and

e) Creative problem solving that focuses on positive reinforcements and supports.

42.19 The DDO Shared Living Placement Agency staff shall have face to face personal contact with the Participant and the shared living arrangement contractor at a minimum:

a) weekly during the first two (2) months of placement;

b) once (1) a month ongoing for the duration of the SLA placement: and/or

c) as frequently as determined clinically appropriate in the development of the ISP.

42.20 Personal contact shall include all of the following:

a) Direct contact one on one with the Participant alone;

b) Direct contact alone with the shared living arrangement contractor;

c) Direct contact at the shared living home the Participant and shared living arrangement contractor together in the home.

Documentation

42.21 The DDO shared living placement agency shall develop, maintain and provide oversight of the annual ISP.

42.22 The DDO shared living placement agency shall provide the SLA contractor with the Department's mandatory reporting requirements and forms for documenting and reporting unusual incidents to the Quality Assurance/Improvement Hotline.

42.23 The DDO shared living placement agency shall document routine and on-going contacts with the SLA contractor and Participant, and ensure the completion of a monthly written progress report.

42.24 The DDO shared living placement agency shall complete all required healthcare documentation as required herein.

42.25 The DDO shared living placement agency shall submit the daily attendance to the Department.

Home Inspections/Maintenance in Shared Living Arrangements

42.26 The DDO shared living placement agency shall complete and document an initial and subsequent annual inspection of the property/home environment.

42.27 The initial inspection shall be conducted prior to a Participant moving in to the shared living arrangement.

42.28 The DDO shared living placement agency shall notify the shared living arrangement contractor in writing of any repairs or modifications that need to be completed.

a) The shared living placement agency is responsible for assuring that all repairs or modifications are made in a timely manner.

42.29 An SLA contractor shall provide the DDO shared living placement agency with at least thirty (30) days advanced notice of plans to move to a new address. The DDO shared living placement agency shall immediately notify the Department of any such notice. Prior to any above referenced move to a new address there shall be a new home inspection conducted and approved by the Department in accordance with the health and safety requirement contained herein.

Physical Environment in Shared Living Arrangements

42.30 At a minimum the SLA home shall be heated and ventilated adequately and shall have telephone service.

42.31 Any and all firearms shall be kept in a locked storage space with any ammunition stored separately in a locked space and/or all firearms shall be incapacitated by means of use of a trigger lock, or locking of essential parts of the firearm; and/or the removal and separate locking of such essential parts.

42.32 Emergency telephone numbers, including fire, police, physician, poison control, shall be documented and easily accessible.

42.33 Each Participant shall have his or her own bedroom with the exception of a husband and wife, parent and child, or a pair of siblings or friends seeking the same shared living arrangement who have requested to share a bedroom:

42.34 The bedroom shall include a window or external door, closet/appropriate storage, and latching door for privacy. Bedroom windows shall open from the inside without the use of tools and provide a clear opening of not less than twenty (20) inches in width by twenty-four (24) inches in height, and 5.7 square feet in area. The bottom of the window opening shall not be more than forty-four (44) inches off the floor. No Participant shall have a bedroom in a basement/cellar.

42.35 No living room, dining area, or other area of the home, that is not ordinarily a sleeping room, may be used for such purpose by a member of the household on a regular basis.

42.36 The home shall be appropriately accessible to the Participant's needs.

42.37 No chain or bolt locks shall be used on the bathroom, or the Participant's bedroom door.

42.38 The water temperature shall not exceed one hundred and twenty (120) degrees Fahrenheit.

Fire Safety in Shared Living Arrangements

42.39 The home shall be free of dangers, including but not limited to:

a) faulty electrical cords;

b) overloaded electrical sockets; or

c) an accumulation of papers, paint, or other flammable material stored in the home.

42.40 There shall be at least two (2) accessible exits from each floor level used for sleeping.

42.41 Shared living arrangement contractors shall have a written evacuation plan to be used in the event of fire and shall ensure that, consistent with their ability to comprehend, Participants understand the plan.

42.42 The DDO shared living placement agency and the contractor shall determine an appropriate schedule of evacuation plan drills, which shall include at least two (2) annual drills, one (1) of which shall be conducted during sleeping hours.

42.43 The evacuation plan shall include, but shall not be limited to, the following:

a) a description of two (2) or more means of exit from each floor level used for sleeping;

b) a central meeting place outside the home; and

c) a means of evacuating a Participant who needs assistance.

42.44 The home shall provide an adequate number of smoke detectors that are properly installed, located and functioning.

42.45 Smoke detectors shall at a minimum be tested quarterly.

42.46 There shall be at least one (1) smoke detector in the basement and at a minimum of one (1) smoke detector on each floor level, and outside each sleeping area.

42.47 The home shall place a functioning, portable, all purpose fire extinguisher in the cooking area of the home.

42.48 The home shall have a functioning carbon monoxide detector in the hallway where bedrooms are located and in the basement or in close proximity to any furnace that may be located elsewhere in the home.

Participant Funds

42.49 The DDO shared living placement agency shall develop policies and procedures related to the management and accountability of the Participant's funds and maintenance of all Participant financial records for a minimum of seven (7) years. These policies shall include, but shall not be limited to, the following:

42.49.01 A percentage of the Participant's SSI benefit or other income to the shared living arrangement contractor to offset room and board expenses. The aforementioned room and board payment shall not exceed the equivalent of two-thirds (2/3) of the standard monthly SSI benefit. The details of this determination shall be made at the time of the placement decision and shall be referenced in the annual ISP and the DDO contract with the shared living arrangement contractor.

42.49.02 Should the shared living arrangement contractor manage the Participant's personal needs funds, the shared living placement agency shall require documentation of expenditures and shall audit this process annually at a minimum.

42.49.03 The shared living arrangement contractor shall not be named as the beneficiary of any insurance policy held by the Participant or testamentary instrument and/or document or gift executed by the Participant.

42.49.04 The DDO shared living placement agency shall not be the legal guardian or Power of Attorney of the Participant.

42.49.05 All expenditures of Participant funds exceeding ten dollars ($10.00) shall be documented with receipts and be reconciled monthly by the shared living placement agency.

42.50 The shared living arrangement contractor shall coordinate any and all day supports including supported employment and other meaningful day activities.

42.51 The Department reserves the right to specify the payment system for shared living.

42.51.01 For Participants new to a shared living arrangement, the state shall pay the shared living placement agency from the day the person moves into the shared living contractor's home through the end of the month.

42.51.02 For Participants who leave their shared living arrangement, the state shall pay the shared living placement agency from the beginning of the month up to and including the day the Participant leaves the shared living contractor's home.

42.51.03 Should the Participant leave the shared living arrangement during the month and return within the same month (i.e., hospitalization), the Department shall pay the shared living contractor from the beginning of the month through the day that the Participant leaves, and the day that the Participant returns to the shared living contractor's home through the end of the month.

42.52 Participants in a Shared Living Arrangement are eligible to receive specialized support services.

Emergency Placement

42.53 The DDO shared living placement agency shall identify a procedure for accommodating a Participant who needs to be removed from a shared living arrangement in an emergency.

42.54 The DDO shared living placement agency shall maintain the ability to safely accommodate the Participant should such a situation arise.

42.55 The DDO shared living placement agency shall establish a process to ensure twenty-four (24) hour access to the support coordinator or other designated backup in emergencies.

Health Care

42.56 Shared living arrangement contractors shall work cooperatively with the shared living placement agency in the management of the person's health and safety securing required preventive, routine, and emergency health care services for the Participant as required for all Residential Service Providers and contained herein as part of the Core Residential Services

42.57 The DDO shared living placement agency shall ensure that health care services are provided and documented for the Participant in accordance with the requirements contained herein.

Management of Behavioral Issues

42.58 Shared living arrangement contractors shall work cooperatively with the DDO shared living placement agency in the development and implementation of positive reinforcement and behavioral programs that ameliorate and support Participants to live safely in the least restrictive environments, management of the Participant's psychiatric and behavioral health care needs, securing required preventive, routine, and emergency behavioral healthcare services for the Participant as required for all Residential Service Providers and contained herein as part of the Core Residential Support Services.

42.59 The DDO shared living placement agency shall ensure that behavioral treatment programs are developed and documented in accordance with the requirements contained herein.

Controlled Medications

42.60 The DDO shared living placement agency shall ensure that controlled medication is accounted for through the use of an accountability record for all Schedules I, II, III, IV, or V medications. Shared living arrangement contractors shall be trained in the proper use, documentation and maintenance of this accountability record. The accountability record shall, at a minimum, include the following information:

a) Name of the Participant for whom the medication is prescribed;

b) Name, dosage, and route of medication administration;

c) Dispensing pharmacy;

d) Date received from pharmacy;

e) Quantity received;

f) Date(s) administered and reason for administration.

Health Care Training Requirements

42.61 Shared living arrangement contractors shall complete an approved course in Cardiopulmonary Resuscitation (CPR) and be certified in CPR prior to the placement of any Participant in the home. Shared living arrangement contractors shall also complete an approved course in First Aid prior to placement of any Participant in the home.

42.62 The shared living arrangement contractor shall submit to the agency documentation of CPR and First Aid course completion and CPR Certification.

42.63 The shared living arrangement contractor shall submit a copy of a current CPR certificate or completion card at renewal, at minimum, every two (2) years and training consistent with the health and wellness standards contained herein.

Limitations/Exclusions

42.64 Participant shall not receive shared living arrangement services and group residential support services or independent living services simultaneously.

42.65 A Shared Living contractor shall receive prior approval by the Department before delivering the shared living arrangement service. A shared living arrangement contractor may not provide placement from more than one (1) state-referring agency at a time; except where expressly approved by the Director of BHDDH. Adults and minor Participants shall not be placed at a SLA home without the prior written approval of both the Department and the DCYF.

42.66 A Shared Living contractor shall not provide placement for more than one (1) Participant at a time without the prior written approval of the Director of BHDDH. A shared living arrangement contractor shall not provide residential placement for more than two (2) Participants. Placements with three (3) or more Participants are considered Community Residences.

42.67 Supports and services provided to a Participant in the home of a natural or adoptive parent or grandparents shall be considered Community Based Support Services and shall not be considered or reimbursed as residential support services including but not limited to SLA services.

42.68 Shared living arrangement contractors currently not affiliated or contracting with a DDO shall, on or before ~~July 1, 2013~~ July 1, 2015, enter into a contractual agreement to provide supports and services through a licensed shared living placement agency.

42.69 A Shared living arrangement contractor shall not be an employee of the DDO shared living placement agency with whom he/she contracts for the duration of the contractual relationship.

Additional Service Criteria

~~42.69~~ 42.70 In general, Participants receiving the shared living arrangement service participate in meaningful day activities or employment programs. The meaningful day activities are paid under a separate service.

Section 43.0 ***Day Activity Services***

43.01 Day activities may include:

a) Day program services;

b) Prevocational training; or

c) Supported employment~~; or~~ services.

~~d) Job development~~

Section 44.0 ***Day Program Services***

44.01 Day Program Services are licensed services offered at a center-based day program or a community-based day program by a licensed developmental disability organization with a service license authorized to provide Day Program services. The types and level of services that are provided to a Participant in a center-based day service or a community-based day service are based on the Participant's individual needs as provided for in the Participant's ISP.

44.02 Day Program services shall at a minimum provide:

a) Ongoing regular support for completion of routine tasks including indirect support or a moderate amount of direct support;

b) Supports shall include verbal reminders, organization or environmental cues, structured activities, assistance in decision-making, and assistance in avoiding risky situations;

c) Ongoing, regular support to teach new skills and skills maintenance; and

d) Assessment and periodic professional services.

e) Education, training and opportunity to acquire the skills and experience needed to participate in the community;

f) Building problem solving skills, social skills, adaptive skills, activities of daily living skills, and leisure skills.

g) Assistance in establishing friendships, using public transportation, participating in community events, or otherwise undertaking activities to promote community integration.

~~h) Habilitative rather than explicit employment related objectives.~~

~~i~~ h) Medical supports as clinically appropriate;

~~j~~ i) Behavioral supports and services as clinically appropriate.

44.03 Day program resource levels vary by day program setting. Each day program resource level shall be based on the weekly schedule for a 30-hour per week day program.

44.04 The expected staffing shall be measured as a staff-to-Participant ratio as follows:

44.04.01 Tier A: One staff member to ten Participants in a center-based setting, one staff member to five Participants in a community-based setting, and one staff member to ten Participants in a home-based setting.

44.04.02 Tier B: One staff member to eight Participants in a center-based setting, one staff member to five Participants in a community-based setting, and one staff member to eight Participants in a home-based setting.

44.04.03 Tier C: One staff member to five Participants in a center-based setting, one staff member to two Participants in a community-based setting, and one staff member to five Participants in a home-based setting.

44.04.04 Tier D: One staff member to three Participants in a center-based setting, one staff member to ~~two Participants~~ one Participant in a community based setting, and one staff member to two Participants in a home-based setting.

44.04.05 Tier E: One staff member to one Participant in either a center-based setting, a community-based setting, or a home-based setting.

44.05 In addition to the weekly schedule staff-to-Participant ratio, each day program resource level shall assume supervisory time of the direct service professionals providing services to a staff-to-Participant ratio group. The expected supervisory time is, at minimum:

44.05.01 Tier A: Three (3) hours per direct service professional per week for the participant groups identified in 44.04.01;

44.05.02 Tier B: Two and one half (2.5) hours per direct service professional per week for the participant groups identified in 44.04.02;

44.05.03 Tier C: Two (2) hours per direct service professional per week for the participant groups identified in 44.04.03;

44.05.04 Tier D: One and one half (1.5) hours per direct service professional per week for the participant groups identified in 44.04.04; and

44.05.05 Tier E: One and one quarter (1.25) hours per direct service professional per week for the participant groups identified in 44.04.05.

44.06 The following day program services shall be provided to the Participant, depending on their individual needs:

a) Assistance with and supervision of Activities of Daily Living (ADLs) in a safe and hygienic manner; with recognition of Participants' dignity and right to privacy; and in a manner that encourages the maximum level of independence. (ADLs include bathing, dressing, eating, toileting, transferring, and mobility);

b) Planned individual and group activities;

c) Program activities shall be available to all program Participants;

d) A structured program plan of activities shall be available and posted daily to assist with orientation;

e) Participants shall be encouraged to take part in activities, but may choose not to do so or may choose another activity;

f) Participants shall be allowed time for rest and relaxation and to attend to personal and health care needs;

g) Activity programming shall be available during all hours of operation;

h) Programming shall take into consideration individual differences in age, health status, sensory deficits, life-style, ethnicity, religious affiliation, values, experiences, needs, interests, abilities, and skills by providing opportunities for a variety of types and levels of involvement;

i) Programming shall provide a balance of purposeful activities to meet the Participants' interrelated needs and interests (social, intellectual, cultural, economic, emotional, physical, and spiritual); or

j) Programming shall be designed to promote personal growth and enhance the self-image and/or to improve or maintain the functioning level of the Participants to the extent possible within the setting;

44.07 The environment shall be conducive to facilitating activities and Participants shall be assisted in maintaining maximum mobility and independence.

44.08 Depending on the level of need, health education and counseling shall be provided or arranged at different levels of intensity for Participants and/or their family members/caregivers/legal representatives.

44.09 Participants and their family members/caregivers/legal representatives shall be assisted in learning about and using community resources for financial, social, personal, recreational, advocacy, educational, health, caregiver support, and other services.

44.10 Coordination of community services for Participants and/or their family members/caregivers/legal representatives shall be provided.

44.11 The Department expects these services will be available to Participants for a minimum of six (6) hours daily, for two hundred and fifty ~~seven (257)~~ (250) days per year.

44.12 The DDO providing residential services shall be responsible for the provision of transportation for Participant to and from their residential setting to their day activity, unless otherwise specified in the Participant's ISP.

44.13 Transportation is a program that provides transportation of a Participant from his/her residence, or the immediate vicinity thereof, to and from the Participant's program for the purpose of participating in employment/day activities approved by the Department. In providing these services, the DDO shall utilize the most clinically appropriate, least restrictive method of transporting the Participant.

44.14 DDOs should make every effort to participate in the Paratransit Program RIDE or any other statewide initiative that provides transportation for Participants.

~~Section 45.0 ***Job Development and Assessment***~~

~~45.01 Job development or assessment is actions to develop, locate, and secure employment of Participants. These services include assisting Participants to decide what type of employment most interests them, what the Participant's strengths and capabilities are, what jobs the Participant is best suited for, what additional training or schooling is needed, and developing a plan for achieving vocational goals. By January 1, 2014, all job developers shall be credentialed by the Department under the Department's credentialing criteria.~~

~~45.02 Pre-vocational training services are to assist the Participant in the development of employment related skills. Such skills include specifically how to:~~

~~1. Use work related equipment;~~
~~2. How to observe work-related personal safety skills;~~
~~3. Specialized work-related training and education.~~

~~45.03 Participants may be paid by the provider of center-based employment for work performed according to the standards established by the state Department of Labor and Training.~~

~~45.04 Prevocational training is intended to be a service that Participants receive on a time-limited basis in preparation for securing paid employment by an employer other than the DDO. This service can include support for non-salary activities that can help prepare a Participant for paid employment at some later date.~~

~~***Supported Employment***~~

~~45.05 Supported employment services are intended to help the Participant develop specific job skills necessary for successful employment. Employment may involve performance of a standing job, work to complete portions of a job or uniquely tailored work. Supported employment services assist a Participant to choose, get and keep a paid job in an integrated community business setting.~~

~~45.06 The goal of supported employment services is to assist the Participant in securing paid employment; Supported employment services may be provided as either individualized supported employment or group supported employment.~~

~~***Components***~~

~~45.07 Supported employment services shall include the following components:~~

~~45.07.01 Participants shall be working toward competitive work, consistent with strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of individuals;~~

~~45.07.02 Services shall be conducted in a variety of settings; particularly work sites in which persons without disabilities are employed;~~

~~45.07.03 Services shall assist the Participant with job-related support needs, including, but not limited to:~~

~~a. personal hygiene~~

~~b. dressing~~

~~c. grooming~~

~~d. eating~~

~~e. toileting~~

~~f. ambulation or transfers~~

~~g. social skills~~

~~h. behavioral support needs~~

~~i. medical tasks that can be delegated.~~

~~***Qualifications***~~

~~45.08 A provider of supported employment services shall:~~

~~a) Be certified by the state, which includes the completion of a criminal, abuse/neglect registry and professional background check;~~

~~b) Be at least eighteen (18) years of age;~~

~~c) Have a high school diploma or GED certification;~~

~~d) Have education or experience to illustrate the skills required to perform the job;~~

~~e) Receive specialized training from the licensed developmental disability organization.~~

~~45.09 The Participant receiving supported employment services shall not receive supported employment services in excess of eight (8) hours per day and five (5) days per week.~~

~~45.10 Supported employment services do not include, but are not limited to the following:~~

~~a) Support provided by someone who does not meet the minimum independent provider qualifications as specified herein;~~

~~b) Illegal activities;~~

~~c) Legal fees;~~

~~d) Services or activities carried out in a manner that constitutes abuse of an adult;~~

~~e) Care, training, or supervision that has not been arranged according to applicable state and federal wage and hour regulations;~~

~~f) Rate enhancements to a Participant's existing employment/community inclusion service;~~

~~g) Payment for the supervisory activities rendered as a normal part of the business setting;~~

~~h) Incentive payments made to an employer to encourage or subsidize the employer's participation in a supported employment program;~~

~~i) Payments for vocational training that is not directly related to an Participant's supported employment program; and~~

~~j) Services that are not necessary or cost-effective.~~

~~45.11 For purposes of this regulation, supported employment services must not replace services available under a program funded under the Rehabilitation Act of 1973.~~

~~45.12 The DDO shall file a "Supported Employment in a Therapeutic Settings" form with the Medicaid Authority on behalf of the individual. The DDO shall file forms as necessary based on any changes in the employment situation.~~

~~***Transportation***~~

~~45.13 The DDO providing residential services shall be responsible for the provision of transportation for Participant to and from their residential setting to their day activity, unless otherwise specified in the Participant's ISP.~~

~~45.14 Transportation is a program that provides transportation of a Participant from his/her residence, or the immediate vicinity thereof, to and from the Participant's program for the purpose of participating in employment/day activities approved by the Department. In~~

~~providing these services, the DDO shall utilize the most clinically appropriate, least restrictive method of transporting the Participant.~~

~~45.15 DDOs should make every effort to participate in the Paratransit Program RIDE or any other statewide initiative that provides transportation for Participants.~~

Section 45.0 **Supported Employment Services**

45.01 The primary goal in the delivery of Supported Employment Services to a Participant is the employment of the Participant receiving minimum wage or competitive/prevailing wages in an integrated community-based employment setting.

45.02 Supported Employment Services shall be specifically addressed and included in every ISP for all working age individuals.

45.03 Supported Employment Services shall be considered and provided using person-centered planning concepts based on informed choice and consistent with the philosophy of self-determination.

45.04 All natural supports as well as paid supports shall be considered in individualized service planning and the delivery of Supported Employment Services and documented in the ISP.

45.05 Supported Employment Services shall be provided outside of a Participant's living environment unless necessary for the Participant's medical or safety needs and documented in the ISP.

45.06 DDOs providing Supported Employment Services shall:

(a) Educate Participants and their families about the benefits of integrated community-based employment;

(b) Engage a Participant in the process of discovery: in identifying his/her interests, strengths, and abilities relating to employment, with the goal of attaining and maintaining employment in an integrated community-based employment setting, including self-employment.

(c) Provide customized career planning to develop an individualized career development plan that identifies the Participant's employment goals and objectives, the services and supports needed to achieve those goals, the persons, agencies, and providers identified to assist the person attain those goals, and the obstacles to the Participant working in an individualized job in an integrated community-based employment setting at competitive wages, and seeks to identify the appropriate services and supports necessary to overcome those obstacles. Specific job goals and support needs might include non-traditional employment options such as evening or weekend hours, self-employment, etc.;

(d) Develop communication and maintain ongoing cooperative relationships with the local business community and other employment resource agencies to create and maintain resources that will increase opportunities for long-term and successful employment;

(e) Assist Participants to acquire, get to and from, and maintain a job in an integrated setting within a reasonable distance from home receiving the same pay and benefits as co-workers;
(f) Serve as an employment consultant and liaison for the Participant and employer, provide supplemental job training, assistance with accommodations, and supports as needed, while working to optimize typical co-worker and workplace supports;
(g) Assist individuals to have the opportunity to develop relationships with co-workers and to participate in social activities with fellow employees if so desired;
(h) Ensure that staff are knowledgeable about public benefits, including, but not limited to: Social Security and Medicaid Buy-In/Sherlock Plan, Integrated Community Employment Income Disregard, the utilization of work incentives and others so that they can offer relevant information and assistance to Participants and families;
(i) Ensure that staff are provided with ongoing training and support so that all are knowledgeable in current state of the art employment practices;
(j) Discuss with each Participant on a regular basis their satisfaction with their present employment situation and offer alternatives as necessary to provide those supports each Participant needs to meet their employment goals. Participant satisfaction will be discussed and documented during and throughout the delivery of all supported employment services as well as in every ISP; and
(k) Shall comply with the Department's Employment First Policy and the Department's Employment First Initiative for New Participants. Please see Appendixes 2 and 3.

45.07 Job Assessment and Development Services include, but are not limited to:
(a) Engaging the Participant in the discovery process;
(b) Creating a Career Development Plan with the Participant;
(c) Assisting the Participant to participate in Trial Work Experience;
(d) Assisting the Participant to complete a vocational assessments;
(e) Creating job opportunities for Participants; and
(f) Developing, locating and securing employment for a Participant in an integrated community-based employment setting.

45.08 By July 1, 2016, all Job Developers shall be credentialed and have satisfactorily completed a training program approved by the Department. Job Developers who are credentialed by ORS shall be recognized as Job Developers by BHDDH.

45.09 Providers shall document in writing the following information at a minimum while providing Job Assessment and Development Services to a Participant:
(a) Dates of meetings with the Participant and the nature of the meeting;
(b) Results of discussion(s) regarding Supported Employment Services, including, but not limited to:
(i) Participant's employment goals;
(ii) Concerns addressed or ongoing issues to resolve;
(iii) Target wages, hours worked, and special conditions that apply to the work site for the Participant (i.e.- fragrance free environment, amount of job structure vs. need for variety, work place culture, etc.);
(iv) A description of the accommodations that may need to be addressed in competitive employment and strategies on job match to mitigate these needs; and
(v) Possible job coaching strategies;

(c) Benefits Analysis and Counseling Status, including, but not limited to the impact of employment on Social Security Benefits, Medical Assistance, Medicare, other health benefits, and eligibility for rent subsidies and Food Stamps;
(d) Results of Vocational Assessment;
(e) Copy of Participant's Career Development Plan;
(f) Elements of the Trial Work Experience:
(i) Job description, wages, dates/hours worked by the Participant;
(ii) Name of the Participant's supervisor and a detailed description of the supports provided to include date/hours and type of support (task behavior, sequencing, quality, etc.);
(iii) A list of all employers contacted to set up possible Trial Work Experience;
(iv) A description of the type of support needed on the job and strategies to address them including worker traits, time management and ability to follow directions; and
(v) Employer feedback.
(g) Dates and all potential employers contacted on behalf of the Participant including the nature of the contact (phone, in-person, business tour, in-depth meeting);
(h) Feedback from previous employer contacts (i.e.- job filled, no openings, etc.); and
(i) Supported Employment Placement information, including, but not limited to:
(i) Employer contact information;
(ii) Start date;
(iii) Job title;
(iv) Name of supervisor;
(v) Wages;
(vi) Availability of benefits;
(vii) Impact on Social Security, Medical Assistance, Medicare, other health benefits, and eligibility for rent subsidies and Food Stamps;
(vii) Detailed description of the Job Coaching Services to be received by Participant.

45.10 Job Assessment and Development Services are provided for up to a six (6) consecutive month period. This service can be reauthorized as needed with approval from the Department.

45.11 Job Coaching Services include, but are not limited to:
(a) Intensive on-site instruction of the Participant based on situational assessment;
(b) Continuous evaluations by collecting and recording data and modifying the job site as appropriate;
(c) Advocating for the Participant both at and away from the job;
(d) On-site intensive skills instruction;
(e) Teaching techniques to improve and maintain job performance skills (i.e.- sequence, quality and quantity) and job-related skills (i.e.- grooming, socializing with co-workers, managing one's paycheck); and
(f) Transition of the Participant from dependence on the Job Coach to greater independence. The Job Coach will assist the Participant to develop natural supports on the job, through co-workers.

45.12 By July 1, 2016, all Job Coaches shall have satisfactorily completed a training program approved by the Department.

45.13 Job Coaching Services shall consist of face-to-face contacts with the Participant.

(a) All contacts shall be documented in writing and the documentation shall include the following information at a minimum:

(i) Date and time and place of contact;

(ii) Description of the contact (i.e.- scheduled or unscheduled, name of individual who initiated the contact, who participated, what was discussed, observed, etc.);

(iii) Immediate or Future actions that will be taken as a result of the contact; and

(iv) Date of next scheduled contact.

45.14 For each Participant supported by a Job Coach, the Job Coach shall document in writing on a monthly basis, at a minimum, the following information:

(a) Job description, wages, dates/hours worked by a Participant;

(b) Name of Participant's supervisor and a detailed description of the supports provided by the Job Coach to include dates/hours and type of support (systematic instruction, task behavior, sequencing, quality, etc.);

(c) A description of the type of support needed on the job and strategies to address them including worker traits, time management and ability to follow directions; and

(d) Employer feedback.

45.15 Job Coaching Services shall be used in the first six (6) months of new employment. This service can be reauthorized as needed with approval from the Department.

45.16 Job Retention Services include, but are not limited to:

(a) Periodic Job Coaching Services;

(b) Regular ongoing assessment of the Participant's progress through interactions with the Participant's employer or onsite review;

(c) Assurance to the Participant and the employer that help is available if a problem arises; and

(d) Response(s) to changes in the employment situation.

45.17 By July 1, 2016, all staff who provide Job Retention Services shall have satisfactorily completed a training program approved by the Department.

45.18 Job Retention Services may consist of telephone calls, periodic onsite visits, or a combination of telephone and face-to-face contact to assist a Participant in maintaining and retaining employment after the job coaching services end.

(a) All telephone calls and onsite visits shall be documented in writing and the documentation shall include the following information at a minimum:

(i) Date and time of contact (and place if face-to-face);

(ii) Description of the contact (i.e.- scheduled or unscheduled, name of individual who initiated the contact, who participated, what was discussed, observed, etc.);

(iii) Immediate or Future actions that will be taken as a result of the contact; and

(iv) Date of next scheduled contact.

45.19 For each Participant receiving Job Retention Services, the provider shall document in writing on a monthly basis, at a minimum, the following information:

(a) Job description, wages, dates/hours worked by a Participant;
(b) Name of Participant's supervisor and a detailed description of the Job Retention Services provided by the agency to include dates/hours and type of support;
(c) A description of the type of support needed to retain and maintain the Participant's job, if any, and strategies to address them; and
(d) Employer feedback.

45.20 Job Retention Services shall not be offered simultaneously with Job Coaching Services. Utilization of Job Retention Services by a Participant for longer than eighteen (18) months shall be reviewed during the Participant's ISP and there shall be documentation in the ISP to support the Participant's ongoing need for this service.

45.21 The Participant receiving supported employment services shall not receive supported employment services in excess of eight (8) hours per day and five (5) days per week.

45.22 Supported Employment Services do not include, but are not limited to, the following:

a) Support provided by someone who does not meet the minimum qualifications as specified within these regulations;

b) Illegal activities;

c) Legal fees;

d) Services or activities carried out in a manner that constitutes abuse of an adult;

e) Care, training, or supervision that has not been arranged according to applicable state and federal wage and hour regulations;

f) Rate enhancements to a Participant's existing employment/community inclusion service;

g) Payment for the supervisory activities rendered as a normal part of the business setting;

h) Incentive payments made to an employer to encourage or subsidize the employer's participation in a supported employment program;

i) Payments for vocational training that is not directly related to a Participant's Supported Employment Services; and

j) Services that are not necessary or cost-effective.

45.23 For purposes of this regulation, Supported Employment Services must not replace services available under a program funded under the Rehabilitation Act of 1973.

45.24 The DDO shall file an "Integrated Community Employment Income Disregard Form" with the Department and with the Medicaid Authority on behalf of the individual. The DDO shall file forms as necessary based on any changes in the employment situation.

45.25 Pre-vocational training services are to assist the Participant in the development of employment related skills. Such skills include specifically how to:

1. Use work related equipment;
2. How to observe work-related personal safety skills;
3. Specialized work-related training and education.

45.26 Prevocational training is intended to be a service that Participants receive on a time-limited basis in preparation for securing paid employment by an employer other than the DDO. This service can include support for non-salary activities that can help prepare a Participant for paid employment at some later date.

Section 46.0 ***Self-Directed Care and Services***

46.01 Self-directed services offer the Participant and their family the opportunity to hire, train, and supervise employees tasked with providing direct services. Self-directed services support the Participant in allocating funds as outlined in the Individual Service Plan and facilitate employment of staff by the Participant. These services should support a Participant's ability to live in his/her home or the family home; be cost-effective arrangements for obtaining supports, applying public, private, formal, and informal resources; and be consistent with goals established in the Participant's ISP.

46.02 Self-directed services shall include, but are not limited to:

1. Fiscal Intermediary Services;
2. Support Facilitator Services;
3. Participant Directed Goods and Services.

Fiscal Intermediary Services

46.03 The Participant's fiscal intermediary shall be a licensed DDO authorized to receive and distribute support funds or Participant directed goods or services on behalf of a Participant in accordance with the Participant's Individualized Service Plan.

46.03.01 Services include reimbursing individuals and/or DDOs on behalf of the Participant, acting as a payroll agent for the Participant, providing a monthly expenditure report to the Participant detailing expenditures of funds against their pre-approved budget, providing the Participant with the results of statewide criminal background checks for all persons providing direct care for the Participant and statewide criminal background checks for all appointed representatives.

46.03.02 The Fiscal Intermediary also provides the information and skills trainings needed to manage one's own care in the areas of rights and responsibilities of both the Participant and worker; recruiting and hiring workers; developing schedules and outlining duties; supervision and evaluating workers; how to access the services and goods identified in the Individual Service and Spending Plan; managing the monthly budget, assists with completion of

necessary paperwork and helps the Participant ensure that his/her rights and safety are protected.

46.04 The Fiscal Intermediary is responsible to complete a Medicaid Provider Participation Agreement with the Rhode Island Executive Office of Health and Human Services ("EOHHS"). In addition, the Fiscal Intermediary must complete all provider enrollment forms with the EOHHS Fiscal Agent, on the forms and in the format specified by EOHHS.

46.05 The Fiscal Intermediary shall meet with any individual requesting information regarding how to develop and administer his/her ISP and shall provide, at a minimum, the following information:

a) The individual's role, responsibilities, and rights in contracting with the Fiscal Intermediary.
b) The need for a Bureau of Criminal Investigation Check (BCI) on any person who has been identified on the Application as assisting the individual to administer his/her ISP. The individual may not allow any person to assist him/her to administer the ISP, or employ any person who has a criminal record of child or client abuse, a felony involving physical violence, or a conviction for fraud, burglary, or embezzlement.
c) The Fiscal Intermediary shall inform the individual of any training requirements of direct support professional and any other training opportunities that are available for the individual and the direct support professionals.
d) Unallowable Costs as determined by Medicaid and the Department which are included in the Department's Technical Bulletins.
e) The Medicaid Cost of Care requirements.
f) Department reporting requirements.
g) Forms that the individual will be expected to sign and an explanation of each form.
h) The services that the Fiscal Intermediary will provide.
i) The resources available to the individual in the event that the individual wishes to file a complaint.

46.06 If an individual chooses to administer his/her ISP using the Fiscal Intermediary, a contract shall be signed between the individual and the Fiscal Intermediary outlining the parties' respective responsibilities and the monthly fee to be paid to the Fiscal Intermediary.

46.07 In addition to the ISP, the individual must submit a budget to the Department that includes the types of services that will be purchased, the hourly or per unit cost, the time period of the service and the quarterly cost. The budget shall include the cost of the Fiscal Intermediary's services.

46.08 The Fiscal Intermediary shall submit electronic billing for actual costs for services approved in the ISP to the EOHHS Fiscal Agent.

46.09 The Fiscal Intermediary must establish an accounting and information system which records the receipt of individuals' funds from the Department, maintains individuals' accounts, and manages and tracks the receipt and disbursement of funds. This accounting system shall be maintained in accordance with Generally Accepted Accounting Principles. The Fiscal Intermediary shall maintain financial, program, individuals' and support service

professionals' files and all required documentation for a period of not less than seven (7) years.

46.10 The Fiscal Intermediary shall complete the following:

46.10.01 Prepare the Individual's Start-Up Packet and distribute it to the individual. This packet will include the following, updated as appropriate as forms are changed, and shall include any new forms that will be required:

a) IRS Form SS-4; Application for Employer Identification Number
b) IRS Form 2678; Employer Appointment of Agent
c) IRS Form 8821; Tax Authorization
d) Any State required forms, (i.e. Workers Compensation)
e) Instructions regarding the process for completing and submitting the required forms to the Fiscal Intermediary for filing
f) Any rules and regulations governing employment

46.10.02 Obtain Federal and State Approval to be the Fiscal Intermediary for Individuals

a) File for a separate Federal Employer Identification Number (FEIN) for each individual for the purpose of withholding, filing and depositing individual's Federal employment taxes and insurance using the IRS Form SS-4: *Application for Employee Identification* and maintain a copy in the client's file.

b) File a completed and signed IRS Form 2678: *Employer Appointment of Agent* along with a letter requesting approval to be the individual's employer agent in accordance with IRS Rev. Proc. 70-6 for each individual and maintain a copy in each individual's file. The Fiscal Intermediary shall retain a copy of the IRS approval notice in the individual's file. The Fiscal Intermediary may submit a number of individual employers' IRS Forms 2678 under the same approval request letter, as long as the letter references each individual employer.

c) File a completed and signed IRS Form 8821, Tax Authorization for each individual and maintain a copy of the form in each individual's file.

d) Complete a business application and registration for the State of Rhode Island, Workers Compensation, for the applicable number of employees.

e) Complete and file any other appropriate state forms for an individual to be recognized as an employer for income tax, employment tax, workers compensation, and unemployment insurance.

46.10.03 Notify the employer of the responsibilities of the Fiscal Intermediary and

delineate the responsibilities of the individual as an employer.

46.10.04 Provide a form for the employer to document training of potential employees related to the work that will be done as a direct support professional. All mandatory training will be tracked and documented by the Fiscal Intermediary.

46.10.05 Provide the employer with a list of non-reimbursable items.

46.10.06 Prepare an Employee Packet and distribute it to the individual that includes, but is not limited to:

a) Employment Application
b) Emergency Notification Form
c) Statement of Confidentiality
d) The Immigration and Naturalization Service (INS) Form I-9; *Employment Eligibility Verification* Form
e) IRS Form W-4; *Employee's Withholding Allowance Certificate*
f) IRS Notice 797; *Possible Federal Tax Refund Due to the Earned Income Credit (EIC)*, if applicable
g) IRS Form W-5; *Earned Income Credit Advanced Payment Certificate*, if applicable
h) Timesheet that the direct support professional is expected to complete on a weekly basis
i) Bureau of Criminal Investigation Disqualifying Information
j) Information regarding the IRS rules for the treatment of employment taxes for certain family members
k) Instructions on how and when each form (including the timesheet) should be completed by the individual and/or the direct service worker and the copies of forms that the individual should retain for their records

46.10.07 Payment of Direct Support Professionals

a) The Fiscal Intermediary shall ensure that no person shall be hired by an individual prior to the completion of a Bureau of Criminal Identification check; prior to the verification of all needed licenses, including a driver's license, proof of insurance, and proof of vehicle inspection certificate.

b) The Fiscal intermediary shall document that employment and reference checks were completed by the individual for potential employees. Said documentation shall include, but not be limited to: the name of the person called for a reference, the telephone number, the date called, the company name, and the reference provided.

c) The Fiscal Intermediary shall obtain assurances from the individual that any non-related person or agency providing supports is not named as a beneficiary on the life insurance policy(ies) of the

individual with developmental disabilities.

d) The Fiscal Intermediary shall maintain a record of any formal connections an employee or potential employee has with any entity(ies) providing services to the individual with developmental disabilities. If there is a formal relationship (i.e. board member or an employee of an agency providing support to the individual with developmental disabilities), then this relationship should be stated in writing by the potential employee at the time of the interview, or when such relationship begins (subsequent to employment). In addition, the Fiscal Intermediary shall obtain from the individual notice of any family relationship with any potential employee to be hired by the individual prior to the actual hiring.

e) Develop and implement a timesheet for direct support professionals.

f) Distribute, collect, and process direct support professionals' timesheets based upon an agreed-upon time period (i.e. weekly, bi-weekly, semi-monthly, monthly).

g) Ensure that the individuals' direct support professionals are paid hourly rates and overtime pay, when applicable, in accordance with Federal and State Department of Labor FLSA rules and regulations.

h) Compute, withhold, file and deposit federal and state income tax, if requested by the individual's direct support professional and agreed to by individual employers in compliance with IRS rules.

i) Compute, withhold, and deposit FICA and FUTA taxes using the IRS Form 940; Employer's Annual Federal Unemployment (FUTA) Tax Return and IRS Form 941; Employer's Quarterly Federal Tax Return (filing in the aggregate under the Fiscal Intermediaries separate FEIN) in accordance with IRS Notice 95-18. Compute, withhold, and deposit any state taxes and unemployment insurance taxes in accordance with State policies and procedures,

j) Ensure that FICA and FUTA withholdings are done appropriately in accordance with IRS rules and regulations when family members are direct support professionals.

k) Prepare and distribute payroll checks for direct support professionals in accordance with the agreed upon time frame with the individual employer. The payroll checks shall include a pay stub that reports the hours worked, gross wages, withholdings by type, and net salary for the current period and year-to-date. The payroll check will be sent to the individual employer or the direct support professional, as agreed to by the individual and the Fiscal Intermediary. The Fiscal Intermediary shall offer direct

support professionals the option of having their paychecks directly deposited in their bank.

l) Inform direct support professionals of the availability of receiving advanced Federal Earned Income Credit (EIC) payments and process advanced payments when applicable (i.e. include IRS Notice 797 in the Employee Start-up Packet).

m) File and distribute IRS Forms W-2 and Forms W-3 on behalf of individuals for each of their direct support professionals who have earned the cash wages thresholds for employment taxes (FICA and possibly FUTA) and/or had Federal and State income taxes withheld in the calendar year per the IRS rules/instructions for employer agents. Ensure that these forms are completed in accordance with IRS rules for agents.

n) Establish and implement a process for identifying, computing and issuing refunds to direct support professionals (for the employee contribution) and the individual's budget (for the employer contribution) of any over collection of Federal employment taxes (FICA and/or FUTA) for direct support professionals who do not earn the Federal cash wage threshold amounts from a single employer during the calendar year.

o) Process all judgments, garnishments, tax levies, or any related holds on an employee's funds as may be required by State or Federal laws.

46.10.08 The Fiscal Intermediary shall comply with all Federal and State income and employment taxes, statutory benefits, and labor laws related to the employment of their direct support professionals. All tasks and responsibilities shall be performed by the Fiscal Intermediary in accordance with all applicable Federal and State laws, rules and/or regulations.

46.10.09 Determine the requirements for workers compensation for household employees in the state and facilitate the purchase of worker's compensation insurance for individuals' direct service professionals and process invoices for premium payments. The Fiscal Intermediary shall verify and document that all individual employers have sufficient workers' compensation coverage for all of the direct support professionals that they hire.

46.10.10 Develop and implement a process of documenting any relevant training that the direct support professional has at the time of hire, and any additional training that the direct support professional completes after the date of hire.

46.10.11 The Fiscal Intermediary shall obtain Medicaid Cost of Care information from the individual. Should a Medicaid Cost of Care apply for an individual, the Fiscal Intermediary shall collect the Cost of Care amount

from the individual on a monthly basis.

46.10.12 The Fiscal Intermediary shall monitor the expenses reported by the individual to ensure that funds will be available for the full time frame of the quarterly authorization. Should the Fiscal Intermediary find that funds are being expended at an accelerated pace, it will notify the individual/responsible person of this finding and work with the individual to stay within his/her budgeted resource allocation.

46.10.13 The Fiscal Intermediary shall keep an accounting of all services received by the individual, including the dates and types of service.

46.10.14 On a quarterly basis, the Fiscal Intermediary shall prepare a report for the individual as to the individual's financial status.

46.10.15 The Fiscal Intermediary shall submit to the Department annual audited financial statements, audit findings and any recommendations, including corrective action plans, and any supplemental schedules, as may be required by the Department. The Fiscal Intermediary shall disclose all Related Party Transactions in the notes to the annual audited Financial Statements.

46.11 The Fiscal Intermediary shall file a "Supported Employment in a Therapeutic Settings" form with the Medicaid Authority on behalf of the individual. The Fiscal Intermediary shall file forms as necessary based on any changes in the employment situation.

46.12 Should the individual subcontract with an organization/business that should be licensed by the Federal or State government, the Fiscal Intermediary shall verify that the organization/business has the necessary license.

46.13 The Fiscal Intermediary shall account for any corrected or previously omitted services/encounters reported and process a recoupment to correct payment(s).

46.14 The Department shall have the right to request any and all information pertaining to assets, liabilities, revenue, expenditures, records, contracts and any other financial, program, personnel, or administrative data. The Fiscal Intermediary shall submit the information requested to the Department within the time frame specified.

46.15 The Department, EOHHS, DHS, CMS and its designated representatives shall have the authority to review all Fiscal Intermediary records, reports of financial data, at any time. The Department, EOHHS, DHS, CMS, or its designated representatives shall have the right at all times to inspect the work performed or being performed under the DDO's license.

46.16 The Fiscal Intermediary shall not undertake any work that represents a legally cognizable conflict of interest or is otherwise contrary to State and Federal law or regulation. The Fiscal Intermediary shall fully and completely disclose any situation and/or relationship that may present a legally cognizable conflict of interest at the time of applying for licensure and/or as such situations occur.

Supports Facilitator and Brokerage Services

46.18 The Support Facilitator focuses on empowering Participants to define and direct their own personal assistance needs and services. The Supports Facilitator shall guide and support, rather than direct and manage, the Participant through the service planning and delivery process.

46.18.01 The Facilitator shall counsel, facilitate and assist in the development of an Individual Service Plan that includes both paid and unpaid services and supports designed to allow the Participant to live in the home and Participant in the community.

46.18.02 A back-up plan shall also be developed to assure that the needed assistance will be provided in the event that regular services identified in the Individual Service Plan are temporarily unavailable.

46.18.03 Support Brokerage may be members of the Participant's family, provided that the Participant does not live in the family member's residence. Payment shall not be made for services furnished by a legally responsible relative defined as: parent of a minor child, foster parent, tutor, curator, legal guardian; or the Participant's spouse.

Participant Directed Goods and Services

46.19 Participant Directed Goods or Services shall mean and include the provision of assistance and resources to Participants with developmental disabilities and their families in order to improve and maintain the Participants' opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

46.20 Participant directed goods or services are services, equipment of supplies, not otherwise provided in these regulations or through the Medicaid State Plan that address an identified need and are in the approved individualized service plan and meet the following requirements:

a) The item or service would decrease the need for other Medicaid services; and/or promote inclusion in the community;

b) And/or the item or service would increase the Participant's ability to perform activities of daily living;

c) And/or increase the Participant's safety in the home environment;

d) And/or alternative funding sources are not available.

46.21 Goods and services purchased by the Participant and/or their family shall be focused on improving and maintaining the Participant's opportunities and experiences in living, working, socializing, recreating, and personal growth, safety and health.

46.22 Items procured by the Participant through Participant Directed Goods and Services shall have full freedom and control in choosing their own provider(s) for each aspect of goods and services. The Participant shall be responsible for hiring and supervising the worker(s) who perform services. A fiscal intermediary may be needed to track and manage payment for services.

46.23 All procured goods and services shall:

a) Meet applicable standards of manufacture, design, and installation;
b) Meet any state or local requirements for licensure or certification;
c) Not be provided to Participants by parents of minor children or spouses;
d) Be fully qualified as providers in cases where services are provided by other relatives or friends;
e) Be clinically appropriate, as documented by a licensed physician or health care provider.
f) Not be provided to participant by a legally responsible relative defined as a parent of a minor child, foster parent, tutor, curator, legal guardian, or the Participant's spouse.

46.24 Participant directed goods or services shall be purchased from the Participant's self-directed budget through the Fiscal Intermediary when approved as part of the Individualized Service Plan. This shall not include any good/service that would be restrictive to the Participant or is strictly experimental in nature.

46.25 Supports for Participant Direction (Supports Facilitation) shall be provided individually to the Participant

Section 47.0 ***Community-Based Support Services***

47.01 Community-based support services and supports provide non residential supports and services to enable Participants to live with their families, in their own homes or in the community with non residential supports and services. Community based supports include, but are not limited to, personal care, homemaking, transportation (excluding transportation to and from Day Program Services), respite, assistive technology and minor home modification. These supports serve to augment the Participant's and/or family's existing support system.

Components

47.02 Community-based support services shall include the availability of direct support and assistance up to forty (40) hours per week for Participants, or for the relief of the care giver, in or out of the Participant's residence, to achieve and/or maintain the outcomes of increased independence, productivity, enhanced family functioning, activities of daily living, homemaker and medical supports not otherwise covered by the Participant's health plan, and inclusion in the community, as outlined in his/her ISP.

47.03 Community-based support services shall not supplant non-paid natural supports nor do they replace meaningful day activities and are available to Participants who have been determined to meet clinical necessity and appropriateness requirements, and are at risk due to situational factors.

47.04 Community-based support services may be delivered one-on-one to a Participant or shared. Community-based support services shall be clinically appropriate and clinically necessary, as described in the ISP, for a Participant to live in the Participant's home or the family home.

47.05 The DDO providing community-based support services shall provide, but not be limited to, the following services:

47.05.01 Expand and develop support options outside the immediate family to individuals such as neighbors, clergy, co-workers (includes non-paid natural supports);

47.05.02 Connect the Participant with social services and mental health services;

47.05.03 Link the Participant to resources for locating and accessing affordable housing;

47.05.04 Facilitate the Participant's access to financial assistance, such as budgeting finances, identifying Social Security benefits, Medicaid/Medicare benefits, other local, state or federal program supports;

47.05.05 Facilitate access to legal and/or advocacy services;

47.05.06 Support the Participant in maximizing work incentives and other benefit options;

47.05.07 Find and facilitate transportation supports;

47.05.08 Find resources for job support/education/training, such as supported employment opportunities, finding mentors, and obtaining information on programs offered through higher education institutions;

47.05.09 Find assistance on Assistive Technology/Adaptation;

47.05.10 Locate and facilitate access to health care, such as home health care, free clinics, and state programs;

47.05.11 Help to find daytime supports.

47.06 Community-based support services may be provided by professional staff which means and includes the delivery of community-based support services not otherwise covered by the Participant's health plan and provided by a degreed psychologist, a licensed psychiatrist, a licensed physical therapist, a licensed occupational therapist, a licensed speech language pathologist, or a registered nurse.

Natural Supports Training Service

47.07 Natural Supports Training Service shall include training and counseling services provided to the family of a Participant to increase capabilities to care for, support and maintain the Participant in the home. Natural supports training may be delivered one-on-one to or on behalf of a Participant or may be shared on behalf of two Participants.

Qualifications

47.08 A Natural Supports Trainer shall meet the following minimum requirements:

47.08.01 Be eighteen (18) years of age or older.

47.08.02 Possess a Bachelor's Degree, preferably in a field of study related to social, health or education sciences, and/or have a minimum of five (5) years experience working with persons with disabilities and their families in a professional or volunteer capacity.

47.08.03 Have working knowledge of state and community resources available to Participants and their families and a knowledge of and ability to access these resources.

Assistive Technology

47.09 Assistive technology includes specialized medical equipment and supplies to include (a) devices, controls, or appliances, specified in the individualized service plan, that enable Participants to increase their ability to perform activities of daily living; (b) devices, controls, or appliances that enable the Participant to perceive, control, or communicate with the environment in which they live; including such other durable and non-durable medical equipment not available under the state plan that is necessary to address Participant functional limitations.

47.10 Items reimbursed with waiver funds are in addition to any medical equipment and supplies furnished under the state plan and exclude those items that are not of direct medical or remedial benefit to the Participant. All items shall meet applicable standards of manufacture, design and installation and are subject to prior approval on an individual basis by the Department.

Section 48.0 ***Respite***

48.01 Respite care services may be provided to Participants on a short-term basis in the Participant's home, private place of residence, the private residence of a respite care provider, a licensed community residence, or at a licensed day program.

Components

48.02 Respite care services shall include the follow components:

48.02.01 Provides for a Participant who requires support and/or supervision in his/her day-to-day life, in the absence of his/her primary care giver.

48.02.02 Maintains the Participant's routine while receiving respite care services in order to attend school, work, or other community activities/outings. Community outings shall be included in the supports provided and shall include school attendance, other school activities, or other activities the Participant would receive if they were not in a center-based respite center.

48.02.03 Includes transportation for community outings (included in reimbursement).

Qualifications

48.03 A respite care service provider who:

48.03.01 Provides services in a Participant's home, private place of residence, or the private residence of a respite care provider:

a) Shall be at least eighteen (18) years old, have a high school diploma or GED certification;

b) Shall complete training and certification as defined by the state to provide the service, that includes criminal, abuse/neglect registry and professional background checks, and completion of ~~a state approved standardized basic training program;~~ the following trainings:

(1) Roles and responsibilities of the respite care provider;

(2) Human Rights of Adults with Developmental Disabilities;

(3) Mandatory reporting of abuse, neglect and mistreatment of adults with developmental disabilities to the Department and appropriate law enforcement agencies;

(4) Code of Ethical Conduct;

(5) Current valid certification in cardiopulmonary resuscitation (CPR), annual refresher training in CPR, and annual first aid training;

(6) Access to medical and psychiatric supports;

(7) Confidentiality.

c) Should have one year of related experience (preferred);

d) May be members of the Participant's family, provided the Participant does not live in the family member's residence and the family member meets the same standards described above.

e) The DDO shall ensure that health care services are provided and documented for the Participant in accordance with the requirements contained herein.

48.04 A respite care service provider who is also an employee of the DDO respite agency shall be compensated in accordance with state and federal tax and labor laws.

Part V ***Health Care Services***

Section 49.0 ***Health Care Services***

APPLICABILITY & DEFINITIONS

49.01 The Health Care Regulations described herein are the minimum standard of care to which DDOs are expected to adhere when providing health care services for an individual. As stated previously, it the expectation of the Department that each person's array of supports and services be customized to meet the individual needs and desires in the least restrictive environment. To that end, the support an individual receives in the area of health care must also be individualized and may fall within a continuum of services. For some, these services will be extensive and managed in total by the chosen DDO. Others may request minimal participation of the DDO or opt not to receive any assistance with health care management. This range of service will be reviewed with the individual, his or her family or advocate, and representatives from the chosen DDO prior to the commencement of service, and health care services will be made available as appropriate.

49.02 DDOs shall maintain written health care and nursing policies and procedures in ~~an~~ a "DDO Health Care Manual", that at a minimum addresses all of the areas indicated and outlined in ~~the BHDDH Health Care Guideline~~. Section 49.0 of these Regulations. ~~Such policies and procedures are subject to the approval of the Department of BHDDH.~~

a) Each agency shall ensure that the Agency Health Care Manual is reviewed and approved by a Professional Nurse on an annual basis and when any changes are made to it.

b) Each agency shall maintain documentation to support the annual and as needed approvals of the Agency Health Care Manual by a Professional Nurse.

49.03 A current emergency fact sheet or other form for each individual receiving services shall be accessible and available in the DDO files and any other relevant location as identified in the DDO's policy and procedure. The emergency information shall include all of the information required in Section 17.02 of these regulations. ~~Information required includes, but is not limited to:~~

~~a) Person's name, address, telephone number and date of birth;~~

~~b) Social Security number;~~

~~c) Medicaid number, Medicare number, and/or other insurance information;~~

~~d) Guardian and/or next of kin's name and telephone number;~~

~~e) Name and telephone number of the primary care physician, and other relevant health care providers/specialists;~~

~~f) Medical diagnosis~~

~~g) Date of last annual physical~~

~~h) Tetanus, TB, and Hepatitis B immunization status;~~

~~i) List of current medications and dosages; and,~~

~~j) List of any known allergies~~

49.04 Incident reports shall be maintained on serious incidents in accordance with the Office of Quality Assurance reporting requirements, as defined in the BHDDH Licensing Regulations. Examples of these include, but are not limited to:

a) an injury that requires medical care or treatment beyond routine first aid;

b) serious or repeated medication errors;

c) neglect;

d) unplanned / unexpected admission to a hospital including psychiatric admissions;

e) death.

49.05 Influenza, pneumococcal, and other adult vaccination policies and protocols shall be developed and implemented by the DDO in accordance with the most current recommendations of The Advisory Council on Immunization Practices ~~(ACP)~~ (ACIP) Guidelines for these vaccinations, and as recommended and ordered by the person's physician or other licensed health care provider.

49.06 The DDO shall have written policies to be followed for health care communication with family members and/or legal guardians regarding significant changes in medication and/or medical status of the person with developmental disabilities.

Medical Care

49.07 A physical examination shall be obtained annually. Components of the physical exam shall include a review of prescribed medication, over-the-counter medication and herbal/homeopathic supplements, completion of accepted primary care screenings such as pap smears, mammography, prostate screening, and colon screening. If routine screening is deferred by the person's physician or other licensed health care provider, documentation as to the reason for the deferral must be included in the person's health care record.

49.08 Prescribed Nutritional Diets - Any physician, dietician, or other licensed health care provider's prescribed diet order shall be implemented and a copy of the diet is kept the person's health care record.

49.09 Dental examinations and cleanings shall be performed as recommended by the American Dental Association, unless otherwise determined by the individual's licensed health care provider.

49.10 Vision / Audiology / Speech consults and/or examinations shall be performed if indicated. Assistive equipment shall be provided as prescribed and kept in good repair. The individual shall receive support to utilize and maintain assistive equipment.

49.11 Orthopedic/PT/OT evaluation and/or services shall be performed if indicated. Assistive equipment shall be provided as prescribed and kept in good repair. The individual shall receive support to utilize and maintain assistive equipment.

49.12 Medical specialties – any other specialties shall be consulted if indicated to maximize health.

49.13 The DDO shall document an individual's refusal of tests, exams, procedures or other health care recommendations in the individual's plan. Necessity of said procedures will be periodically reviewed and ongoing efforts shall be made to achieve the desired health care goals(s). Documentation will be maintained in the individual's health care record.

a) When necessary, the DDO shall refer to BHDDH policy/procedure for substituted consent.

Documentation Standards and Maintenance of Health Care Records

49.14 Health care records shall include all pertinent health care related documents including physician or health care provider assessments and orders.

49.15 Documentation and corrections in health care information shall be made by in accordance with standard nursing practice.

49.16 All health care information shall be placed in the individual's record in reverse chronological order.

49.17 Health care records shall be kept for a minimum of seven (7) years following the cessation of services.

49.18 The RN shall complete and document the findings of a nursing assessment on a minimum of an annual basis.

49.18.01 An assessment shall be completed and documented whenever there is a significant change in the individual's health status.

49.18.02 The Licensed Nurse shall complete nursing progress notes as determined by the nature and scope of the individual's health care needs, and the DDO's policy and procedure for documentation.

49.19 Adaptive equipment (e.g., wheelchairs, braces, communication device) shall be obtained as needed and kept in good repair. Regular assessment for proper fit and usage shall also be completed.

Oxygen (O_2) Therapy Guidelines

49.20 The delivery of 0_2 shall be administered according to orders written by the person's physician or other licensed health care provider. The order shall include, at minimum, the parameters for utilization of 0_2 therapy.

49.21 Method of delivery of 0_2 therapy in any residential and/or day program setting shall be determined by the licensed health care provider and/or licensed vendor of oxygen.

49.22 DDOs shall be required to maintain an appropriate backup source of 0_2 .

49.23 Storage and/or transportation of 0_2 must meet the requirements of the applicable National Fire Protection Association's protocols for 0_2 storage.

Medication Administration and Treatment

49.24 The DDO shall have written policy and procedure for medication administration, including protocols for documentation and contact with the DDO nurse and/or licensed health care provider in the event of a medication error and/or medication reaction.

49.24.01 The DDO shall have a written policy and procedure describing medication safeguards and support protocols for people who self-administer their medications.

49.25 Medications shall only be administered by support staff who have:

a) Received documented training in medication administration by a licensed nurse;

b) Displayed appropriate competency to carry out said procedure and competency has been documented by the RN;

c) Received annual training and competency assessment by the RN with appropriate documentation retained in the personnel file.

49.26 Medications and treatments shall be stored safely, securely and properly, following manufacturer's recommendations and the DDO's written policy.

49.26.01 The dispensing pharmacy shall dispense medications in containers that meet legal requirements. Medications shall be kept stored in those containers. An exemption from storage in original containers is permitted if using a pre-poured packaging distribution system (e.g., medi-set).

49.26.02 A corrected label shall be provided by the pharmacist or noted to indicate change by the licensed nurse, correspond to the medication administration sheet, and shall be completed for any medication change orders.

49.26.03 The following guidelines apply to individuals who reside in licensed residences and/or receive 24 hour supports unless otherwise outlined in the individual's health care plan:

a) medications shall be stored in a locked area;

b) medications shall be stored separately from non-medical items;

c) medications shall be stored under proper conditions of temperature, light, humidity, and ventilation;

d) medications requiring refrigeration shall be stored in a locked container within the refrigerator; and,

e) internal and external medications shall be stored separately

f) Potentially harmful substances (e.g., urine test reagent tablets, cleaning supplies, disinfectants) shall be clearly labeled and stored in an area separate and apart from medications.

49.27 A licensed health care provider and/or nurse shall review the medication sheets on a monthly basis and shall sign and date the medication sheets at the time of the review. The medication record shall have a signature sheet of all staff authorized to administer medications, which includes the staff's signature and the initials he/she will be using on the medication sheet.

49.28 Medication sheets shall be maintained by the DDO for all persons who do not self-administer their medications. Medication sheets will include:

a) name of the person to whom the medication is being administered;

b) medication(s) name;

c) dosage;

d) frequency;

e) route of administration;

f) date of administration;

g) time of administration;

h) any known medication allergies or other undesirable reaction;

i) any special consideration in taking the medication, e.g., with food, before meals, etc; and,

j) the signature and initials of the person(s) administering the medication.

49.29 All prescriptions shall be reviewed and renewed annually at the time of the annual physical or as indicated by a physician or other licensed health care provider. Any and all medication changes require a new prescription.

49.30 PRN medications shall be specifically prescribed by a physician or other licensed health care provider and include specific parameters and rationale for use.

49.31 All PRN medications shall be documented on medication administration sheets. The documentation shall include:

a) the name of the person to whom the medication is being administered;

b) the name, dosage, and route of the medication;

c) the date, time(s) and reason for administration;

d) the effect of the medication; and,

e) the initials of the person(s) administering the medication.

49.32 The name and dosages of PRN medications administered for the purpose of behavioral intervention shall be documented according to the written policy and procedures of the DDO and as part of an approved plan in accordance with the BHDDH DD Licensing Regulations.

49.33 Medication checks for anyone taking psychotropic medications shall include contact on a regular basis between the person for whom the medications are prescribed and the physician, psychiatrist, or other licensed health care provider. The effectiveness of the medication shall be assessed on a regular basis by the multi-disciplinary clinical team.

49.34 AIM's testing shall be performed by the physician or other licensed health care provider as appropriate, and documented in the person's medical record.

Monitoring of Controlled Medications

49.35 Medications listed in Schedules II, III, IV, and V shall be appropriately stored, documented, and accurately reconciled.

49.36 Schedule II medications shall be stored separately from other medications in a double locked drawer or compartment, or in a separate storage location which is locked, has additional security restrictions such as a combination lock, and has been designated solely for that purpose.

49.37 A controlled medication accountability record shall be completed when receiving a Schedule II, III, IV, or V medication. The following information shall be included:

a) name of the person for whom the medication is prescribed;

b) name, dosage, and route of medication;.

c) dispensing pharmacy;

d) date received from pharmacy;

e) quantity received;

f) name of person receiving delivery of the medication; and

49.37.01 Any and all controlled medications shall be counted and signed for at the end of each shift, or in accordance with the DDO's written policy and procedure.

49.37.02 In independent living arrangements, the staff person shall comply with the DDO's written policy and procedure for reconciliation of controlled medications.

49.37.03 The DDO shall maintain signed controlled medication accountability records for all persons to whom meds are administered by DDO personnel.

49.38 Administration of Controlled Medications: When a controlled medication is administered, the person administering the medication shall immediately verify and/or enter all of the following information on the accountability record and/or the medication sheet:

a) name of the person to whom the medication is being administered;

b) name of the medication, dosage, and route of administration;

c) amount used;

d) amount remaining;

e) date and time of administration;

f) signature of the person administering the medication.

Disposal of Medications

49.39 Disposal of Controlled Substances: DDOs shall have a written policy and procedure for the disposal of damaged, excess, discontinued and/or expired controlled substances. The policy and procedure shall outline the DDO's protocol for the inventory and disposal of all such controlled medications in accordance with federal Drug Enforcement Administration (DEA) regulations and all other applicable federal, state, and local regulations.

49.40 Disposal of other Medications: Agencies shall have a written policy and procedure for the disposal of all non-controlled medications.

Transcription of Medication Orders

49.41 The DDO shall have a written policy and procedure describing the conditions under which the support staff may copy a new written medication order from the pharmacy prescription label onto the appropriate documentation form. At a minimum, the procedure shall require the following:

a) Identification of and training requirements for DDO personnel who shall be permitted to copy the medication order from the pharmacy prescription label onto the appropriate documentation form.

b) Safeguards for ensuring that the information has been accurately copied

c) Protocols for verification by a Licensed Nurse according to DDO policy.

Individualized Procedures

49.42 The DDO, in conjunction with the physician, the professional nurse, the individual and his or her family/advocate, shall develop the plan for supporting the individual in the event that they require an individualized procedure to maintain or improve their health status. This procedure is one that the individual would do for themselves but for their disability and is necessary for the health maintenance of the person. Appropriate training and documentation of competency in performing an individualized procedure shall be specific to the particular needs, risks and individual characteristics of the person and shall be completed before a support staff performs said task. The fact that a support staff may have been approved to perform an individualized procedure for one person does not create or imply approval for that support staff to perform similar procedures for another individual. When such a procedure is required the following standard for delegation of nursing activities shall apply.

49.42.01 Prior to the implementation of an individualized procedure, the RN shall assess the individual's condition as to whether or not it is of a stable and predictable nature.

49.42.02 All training of support staff on the individualized procedure shall be completed by a licensed nurse or licensed health care provider.

49.42.03 The professional nurse shall assess support staff for their knowledge and demonstrated competency prior to delegating the particular task for that person to that support staff and communicate and document approval.

49.42.04 The professional nurse shall reassess support staff's competency on an annual basis at a minimum or as the individualized procedures change.

49.42.05 The licensed nurse shall provide ongoing monitoring of the individual's health care needs and of the support staff's skills.

49.43 In the event that a professional nurse determines that a task or individualized procedure cannot be safely delegated she/he shall follow DDO policy for communication and resolution while ensuring the health and safety of the individual.

Support Staff Training

49.44 DDOs shall have written policies and procedures for ongoing health care training as outlined in the DDO Health Care Manual for all support staff. Specific health care related training shall be conducted or supervised by a licensed nurse or a qualified instructor as specified in the DDO's policies. Nursing staff shall delegate tasks only to support staff that have received training commensurate with the DDO's protocols and have demonstrated competencies in each area of training. Support staff shall be deemed competent upon documentation of satisfactory completion of training. Satisfactory completion and documentation of training shall include knowledge and demonstration of the delegated task. A competency training checklist shall be completed by a professional nurse prior to the delegation of any health care task, including medication administration. The intent of the competency check is to ensure for the delegating nurse that the staff person has satisfactorily completed all required elements of the training program and has satisfactorily demonstrated skills and competencies in the designated areas.

49.45 Support staff shall receive annual training and a competency evaluation in the following health care/health and life education areas:

49.46 Core Curriculum: The support staff will demonstrate a working knowledge of comprehensive health care principles and procedures and shall demonstrate the ability to assist individuals to more fully understand their health care needs. The Core Curriculum is intended to provide a standardized guideline of minimum expectations for staff training and shall be followed by DDO specific policies, procedures and protocols.

49.47 Standard Precautions**:** The support staff shall demonstrate the ability to apply measures to prevent communicable diseases, to recognize and report the presence or onset of communicable disease, and to carry out the recommended procedures.

a. Communicable Diseases

b. Infection Control

c. Exposure Control Plan (OSHA)

49.48 Wellness & Prevention of Illness**:** The support staff shall demonstrate an understanding of a comprehensive, holistic approach to health care and positive, healthy behaviors which will enhance the individuals' overall physical and mental health.

a. Nutrition/Food Handling

b. Personal Hygiene

c. Sexual & Reproductive Health

d. Healthy Lifestyle

49.49 Signs & Symptoms of Illness & Injury: The support staff shall be able to recognize the signs and symptoms of illness and injury and take appropriate action.

49.50 Emergency Care: The support staff shall demonstrate an understanding of how to identify and respond to emergency situations and when to seek outside help.

a. Basic First Aid

b. Cardio-Pulmonary Resuscitation – all staff who work with individuals supported shall maintain current CPR Certification and documentation of such shall be maintained in the employee's personnel file.

49.51 Communication: The support staff shall understand and demonstrate the importance of clear communication and the compliance with DDO policy regarding health care issues.

49.52 Medication Administration: The support staff shall safely administer, completely document and communicate appropriately on issues related to medication administration according to acceptable standards in accordance with Sect. HCG 10 Medication Administration and Treatment Guidelines.

49.53 Agency Specific Policy, Procedures and Protocols: The support staff shall demonstrate a working knowledge of the DDO's specific policies, procedures and protocols regarding healthcare.

49.54 Individualized Procedures: The support staff shall demonstrate competency in the provision of any individualized procedure as detailed in Section ~~HC 11~~ 49.42 prior to implementing the procedure.

Professional Nursing

49.55 The Professional Nurse shall follow the Rules and Regulations for the Licensing of Nurses with regard to delegation to unlicensed personnel. Delegation of nursing activities

shall comply with the following requirements and must not require the direct support staff to exercise nursing judgment:

49.55.01 The professional nurse shall make an assessment of the person's nursing care needs prior to delegating the nursing activity. A Licensed Practical Nurse, acting within the scope of his/her practice, may delegate to unlicensed assistive personnel when the registered nurse's assessment allows such delegation to occur.

49.55.02 The nursing activity shall be one that a reasonable and prudent nurse, utilizing sound judgment, would determine to be appropriate for delegation;

49.55.03 The licensed nurse delegating the nursing activity shall be accountable for the quality of nursing care given to the individual through the process of delegation.

49.56 The following are nursing activities that are solely within the scope of nursing practice and cannot be delegated to support staff:

49.56.01 Any part of the nursing process, including nursing activities which require nursing assessment/data collection; nursing diagnosis; planning; intervention; and evaluation. Nursing activities, procedures, and interventions which require an understanding of nursing process or nursing assessment and judgment during implementation are licensed procedures.

49.56.02 Physical, psychological, and social assessment which requires nursing judgment, intervention, referral or follow-up. However, in cases of accident, emergency or the acute onset of serious illness, support staff shall be authorized to call 911 or transport the person to the Emergency Room for evaluation and treatment, while following the DDO's written policy and procedure for Emergency Room transport and notification of the DDO nurse.

49.56.03 Formulation of a nursing plan of care and evaluation of the person with developmental disabilities' response to the care provided.

49.56.04 Receiving and transcribing verbal, telephone or faxed orders from physicians or other licensed health care providers.

49.56.05 Wound care, including but not limited to:

a) complex sterile dressings beyond the parameters of simple wound care;

b) dressings to a central line; and,

c) irrigation, packing or sterile procedures such as cleansing or dressing penetrating wounds or deep burns.

49.56.06 Any invasive procedures, including but not limited to:

a) insertion or re-insertion of a foley catheter, supra-pubic tube, or any other type of catheter or tube;

b) irrigation of a foley catheter, supra-pubic tube, or any other type of urinary catheter or tube;

c) re-insertion of a gastrostomy tube or tracheostomy tube; and/or,

d) removal of tubes or other foreign materials.

49.56.07 Deep suctioning of a person with or without a tracheostomy.

49.56.08 Injectables which require calculation of dose, are anti-coagulants, or are delivered I.M., with the exception of an Epi-pen.

49.56.09 Intravenous (IV) therapy, including but not limited to:

a) starting or re-starting IV's;

b) assessment and evaluation of the IV site;

c) dressing changes to the site;

d) administration of medications through the IV;

e) hanging/changing the IV solution bag;

f) removal of any portion of the IV set-up; and,

g) phlebotomy

49.56.10 Assessment for Administration of Oxygen (0_2) Therapy: The Professional Nurse (R.N.) shall perform an assessment of the person to be receiving 02 therapy, and document the physician's or other licensed health care provider's 02 order in the person's plan of care.

49.56.11 Interpretation of pulse oximetry for a person receiving Oxygen (0_2) Therapy.

49.57 The DDO shall have written policy and procedures regarding nursing support protocols for evening, weekend, and holiday coverage.

Variances

49.58 ~~Requests for variances to Clinical Requirements OR Procedural Requirements of the Health Care Guidelines may be made by the DDO. Requests for variances and the relevant documentation shall be submitted in writing to the Department of BHDDH. Such requests and documentation shall also be maintained in the person's medical record.~~ Requests for variances to clinical requirements or procedural requirements as described herein may be made by the DDO in accordance with the process and procedure described in the *Rules and Regulations: Licensing Procedure and Process for Facilities and Programs Licensed by the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals*. Requests for variances and the relevant documentation shall be submitted in writing to the Department. Such requests and documentation shall also be maintained in the Participant's central record.

Section 50.0 ***Severability***

50.01 *If any provision of this chapter or the application thereof to any person or circumstance shall be held invalid, the invalidity shall not affect the provisions or application of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of the chapter are declared to be severable.*

Appendix One: Billing Criteria

The following criteria apply to the services delivered by licensed providers:

Any service billed to BHDDH shall:

(1) be requested by a Participant and approved by the Department prior to the service being delivered in support of their Individualized Service Plan;

(2) be delivered by provider staff that meets the requirements within the service definition as specified herein;

(3) be delivered by provider staff that meets all training requirements specified herein;

(4) be documented within provider records of the amount, duration and scope of the service delivered to each Participant.

The Department reserves the right to review any documentation of the amount, duration and scope maintained by the provider to support billing for the services rendered to a Participant. This may include either an on-site or desk review conducted by Department personnel or its designee. Failure to provide adequate supporting documentation for services rendered to Participants may result in remittance of payments back to the Department recovered by means of a withhold against a future payment.

Access to Overnight Shared Supports: The unit to bill for this service is per diem.

The rate paid for this service covers: (1) the wages and fringe benefits of the personal care attendants that provide the supports; (2) the wages and fringe benefits of Supervisor staff when Access to Overnight Shared Supports are delivered by personal care attendants; (3) the wages and fringe benefits of all staff that provide supports for the time worked where they are not face-to-face with Participants, such as training time and attendance at Support Coordination meetings; and (4) provider administrative costs.

Assistive Technology: Assistive Technology services are paid as billed services. This service cannot be delivered nor billed without prior approval from the BHDDH Director. The provider must maintain receipts for the assistive technology purchased as backup to substantiate the purchase and may only bill through the actual amount paid for the assistive technology.

Community-Based Supports: The unit to bill for this service is per 15 minutes.

The rate paid for this service covers (1) the wages and fringe benefits of the personal care attendants or Professional Services Staff that provide the supports; (2) the wages and fringe benefits of Supervisor staff when the Community-Based Supports are delivered by personal care attendants; (3) the wages and fringe benefits of all staff that provide supports for the time worked where they are not face-to-face with Participants, such as travel time to and from appointments, missed appointments, training time and attendance at Support Coordination meetings; (4) the mileage reimbursement to staff to travel to the Participant's location where the service will be delivered; (5) provider program costs; and (6) provider administrative costs.

Examples of the services that may be provided under Community-Based Supports include:

A. Assistance and prompting with personal hygiene, dressing, bathing, grooming, eating, toileting, ambulation or transfers, other personal care and behavioral support needs, and any medical task which can be delegated.

B. Assistance and/or training in the performance of tasks related to maintaining a safe, healthy and stable home, such as housekeeping, bed making, dusting, vacuuming, laundry, cooking, evacuating the home in emergency situations, shopping, and money management. This does not include the cost of the supplies needed or the cost of the meals themselves.

C. Personal support and assistance in participating in community, health, and leisure activities. This may include accompanying the Participant to these activities. This does not include the cost of the activity for the Participant and/or worker.

D. Support and assistance in developing relationships with neighbors and others in the community and in strengthening existing informal social networks and natural supports. This may include encouraging and fostering the development of meaningful relationships in the community reflecting the Participant's choices and values, i.e., doing preliminary work toward membership in civic, neighborhood, church, leisure, etc. groups.

E. Enabling and promoting individualized community supports targeted toward inclusion into meaningful integrated experiences, such as volunteer work, community awareness activities and/or teaching.

F. Providing orientation and information to acute hospital nursing staff concerning the Participant's specific Activities of Daily Living (ADLs), communication, positioning, and behavioral needs. The provider can perform support functions, such as facilitating communication needs, assistance with eating, assistance with positioning and assistance with behavioral supports. The specific functions must be outlined and cannot be duplicative of personal care services provided by the hospital.

Participants ~~are~~ can be authorized for Community-Based Supports up to forty (40) hours per week unless specifically approved by the BHDDH Director. The Participant and the staff delivering the service shall be present, awake, alert, and available to respond to the Participant's immediate needs. Community-Based Supports can be provided outside the Participant's home, but they cannot be provided in the staff member's residence, regardless of relationship. A Participant may not receive Community-Based Supports simultaneously with Community Residence Support, Non-Congregant Residential Support, or Shared Living Arrangement services.

Community Residence Support: The unit to bill for this service is per day.

The rate paid for this service covers (1) the wages and fringe benefits of the personal care attendants that provide supports in the community setting; (2) the wages and fringe benefits of Supervisor staff that provide supports in the community setting; (3) the wages and fringe benefits of staff that provide Professional Services, Behavioral Supports and Medical Supports in the community setting; (4) the wages and fringe benefits of all staff that provide supports in the community setting for the time worked where they are not face-to-face with Participants, such as training and attendance at Support Coordination meetings; (5) the vehicle costs and/or mileage reimbursement to staff to transport Participants other than for Day Activity Transportation; (6) provider program costs; and (7) provider administrative costs.

The expected service package per Participant is based on the Residential Tiers. Participants are funded for community residence supports no more than eighteen (18) hours per day Monday

through Friday and twenty-four (24) hours per day Saturday and Sunday and participate in meaningful day activities or employment programs during hours they do not receive community residence supports. The meaningful day activities are paid under a separate service. For Participants authorized to receive any residential supports by the Department, a Participant can only be authorized to receive either Community Residence Support, Non-Congregant Residential Support, or Shared Living Arrangement in a given service coverage month.

Non-Congregant Residential Support: The unit to bill for this service is per day.

The rate paid for this service covers (1) the wages and fringe benefits of the personal care attendants that provide supports in the non-congregant residential setting; (2) the wages and fringe benefits of Supervisor staff that provide supports in the non-congregant residential setting; (3) the wages and fringe benefits of staff that provide Professional Services, Behavioral Supports, and Medical Supports in the non-congregant residential setting; (4) the wages and fringe benefits of all staff that provide supports in the non-congregant residential setting for the time worked where they are not face-to-face with Participants, such as training and attendance at Support Coordination meetings; (5) the vehicle costs and/or mileage reimbursement to staff to transport Participants other than for Day Activity Transportation; (6) provider program costs; and (7) provider administrative costs.

The expected service package per Participant is based on the Residential Tiers. Participants are funded for Non-Congregant Residential Supports no more than eighteen (18) hours per day Monday through Friday and twenty-four (24) hours per day Saturday and Sunday and participate in meaningful day activities or employment programs during hours they do not receive Community Residential Supports. The meaningful day activities are paid under a separate service. For Participants authorized to receive any residential supports by the Department, a Participant can only be authorized to receive either Community Residence Support, Non-Congregant Residential Support, or Shared Living Arrangement in a given service coverage month.

Day Activity Transportation: The unit to bill for this service is per one-way trip.

The rate paid for this service covers (1) the wages and fringe benefits of the personal care attendants that provide the service, including their time not face-to-face with the Participant; (2) the vehicle costs and/or mileage reimbursement to staff to transport Participants; and (3) provider administrative costs. Participants are authorized for Day Activity Transportation no more than two trips per day.

The authorization to provide Day Activity Transportation is decided by the Participant by means of their decision on who they decide will provide them residential services. Unless specified otherwise, the assignment of the Day Activity Transportation authorization is assigned to the provider that is authorized to provide Community Residential Services, Non-congregant residential support services, Shared Living Arrangement Services, or Community-Based Support Services.

If the Participant is not authorized for any residential services, then the Day Activity Transportation authorization is assigned to their Day Program Service, Prevocational Training or Supported Employment provider. If the Participant chooses to self-direct services, then no separate Day Activity Transportation authorization is created. The amount that would have been authorized for Day Activity Transportation is subsumed into the Participant's total authorization.

Day Program Services (Center-Based Day Program Service, Community-Based Day Program Service, and Home-Based Day Program Service): The unit to bill for Center-Based Day Program Service or Community-Based Day Program Service is per 15 minutes.

The unit to bill for Home-Based Day Program Service is per day and it assumes services provided up to eight hours per day. The rate paid for all three services covers (1) the wages and fringe benefits of the Personal care attendants that provide supports; (2) the wages and fringe benefits of Supervisor staff that provide supports; (3) the wages and fringe benefits of staff that provide Professional Services, Behavioral Supports and Medical Supports; (4) the wages and fringe benefits of all staff that provide supports where they are not face-to-face with Participants, such as set up and shut down time, training and attendance at Support Coordination meetings; (5) the vehicle costs and/or mileage reimbursement to staff to transport Participants other than for Day Activity Transportation; (6) provider capital costs; (7) provider program costs; (8) provider administrative costs; and (9) a Participant absence rate. The expected resources per Participant are based on the Day Program Resource Levels. Participants are authorized for Center-Based Day Program and Community-Based Day Program Services no more than eight hours per day. Day Program Services cannot be provided or billed for at the same hours on the same day as any other waiver service.

Home Modifications: Home Modifications are paid as billed services. This service cannot be delivered nor billed without prior approval from the BHDDH Director. The provider must maintain receipts for the home modifications purchased as backup to substantiate the purchase and may only bill through the actual amount paid for the modification.

Individualized Extraordinary Services: The unit to bill for this service is per hour.

The rate paid for this service covers (1) the wages and fringe benefits of the personal care attendants and Professional Staff that provide the supports; (2) the wages and fringe benefits of Supervisor staff that provide supports to the personal care attendants; (3) the mileage reimbursement to staff to travel to the Participant's location or to transport the Participant in the community; and (4) provider administrative costs. This service cannot be delivered nor billed without prior approval from the BHDDH Director.

~~***Job Development or Assessment:***~~ ***Job Assessment and Development:*** The unit to bill for this service is per hour.

The rate paid for this service covers (1) the wages and fringe benefits of the staff that provide the supports; (2) transportation costs incurred by the Job Developer to fulfill job duties; and (3) provider administrative costs. The Job ~~Development or Assessment~~ Assessment and Development assumes an average of ~~five (5)~~ 4.6 hours per day for face-to-face time with Participants and ~~three (3)~~ 3.4 hours per day for non face-to-face time performing other job functions such as outreach to employers, development, education, research, and travel time in the community.

Examples of the services that may be provided under Job ~~Development and Assessment~~ Assessment and Development include:

A. Discussing with the Participant to consider personal interests and motivations;

B. Consideration of the Participant's education, work history, skill level, and strengths;

C. Consideration of potential barriers to the Participant's meeting their employment goal (e.g., absence of transportation);

D. Consideration of what the Participant must do to improve the probability for success (e.g., receive needed training), or what significant others, such as family members, might do to promote success;

E. Developing an individualized vocational plan to establish sequenced activities for the Participant to achieve their vocational goal;

F. Establishing and maintaining a job resource bank;

G. Initiating and maintaining ongoing personal contacts with a variety of business and industry representatives and job placement/training agencies to promote programs for Participant placement;

H. Explaining the benefits and employment support services provided by programs to employers, including addressing employer's special needs;

I. Providing program information to various businesses, schools, chambers of commerce and committees and setting up business orientations;

J. Researching newspapers, agencies, and other resources for job leads;

K. Locating jobs for Participants who have successfully completed training programs;

L. Matching job skills with applicant qualifications;

M. Referring qualified applicants to employers;

N. Participating in outreach and recruitment activities by coordinating and attending job fairs;

O. Coordinating with high schools to help develop and implement effective transition from school to work for students; and

P. Assisting a Participant in business planning.

Participants are authorized for Job ~~Development or Assessment~~ Assessment and Development no more than eight (8) hours per day. ~~and no more than eighty (80) hours per year. The Job Developer staff member at provider entities may deliver and bill for this service without being certified in State Fiscal Year 2012 but must be certified by BHDDH to provide this service no later than June 30, 2012.~~ Job Assessment and Development Services are provided for up to a six (6) consecutive month period. This service can be reauthorized as needed with approval from the Department. By July 1, 2016, all Job Developers shall be credentialed and have satisfactorily completed a training program approved by the Department. If the Job Developer is not certified by ~~June 30, 2012~~ July 1, 2016, the provider will not be authorized to bill for services rendered by the Job Developer.

Job Coaching: The unit to bill for this service is per 15 minutes. The rate paid for this service covers (1) the wages and fringe benefits of the personal care attendants that provide supports; (2) the wages and fringe benefits of Supervisor staff that provide supports; (3) the wages and fringe benefits of all staff that provide supports where they are not face-to-face with Participants, such as travel time to and from appointments, missed appointments, training and attendance at Support Coordination meetings; (4) the mileage reimbursement to staff while performing job duties; (5) provider program costs; and (6) provider administrative costs. Participants are authorized for Job Coaching no more than eight (8) hours per day. To bill for this service, the Participant and the Job Coach must be present.

When Job Coaching services are provided at a work site in which persons without disabilities are employees, payment will be made only for the adaptations, supervision, and training required by Participants receiving waiver services as a result of their disabilities, and will not include payment for the supervisory activities rendered as a normal part of the business. Job Coaching cannot be provided or billed for at the same hours on the same day as any other waiver service. Job Coaching Services shall be used in the first six (6) months of new employment. This service can be reauthorized as needed with approval from the Department.

Job Retention: The unit to bill for this service is per month. The rate paid for this service covers (1) the wages and fringe benefits of the Job Coaches that provide supports at the participant's job site; (2) the wages and fringe benefits of the staff that provide job retention supports; (3) the wages and fringe benefits of all staff that provide supports where they are not face-to-face with Participants, such as travel time to and from appointments, missed appointments, training and attendance at Support Coordination meetings; (4) the mileage reimbursement to staff while performing job duties; (5) provider program costs; and (6) provider administrative costs.
Participants are authorized for Job Retention only upon securing employment in an integrated setting and completion of Job Coaching. Utilization of Job Retention Services by a Participant for longer than eighteen (18) months shall be reviewed during the Participant's ISP and there shall be documentation in the ISP to support the Participant's ongoing need for this service. Providers who deliver this service may be subject to reporting requirements outside of claims to verify the delivery of job retention services.

Natural Supports Training: The unit to bill for this service is per hour.

The rate paid for this service covers (1) the wages and fringe benefits of the personal care attendants or professional services staff that provide the supports; (2) the wages and fringe benefits of all staff that provide supports for the time worked where they are not face-to-face with Participants, such as travel time to and from appointments, missed appointments, training time and attendance at Support Coordination meetings; (3) the mileage reimbursement to staff to travel to the Participant's location where the service will be delivered; (4) provider program costs; and (5) provider administrative costs.

Participants are authorized for Natural Supports Training no more than eight (8) hours per day. When applicable, a Natural Supports Trainer must meet all BHDDH licensing requirements and, if training on professional services, must complete training, certification or licensing requirements as defined by the state to provide the specific service.

Participant Directed Goods or Services: The unit to bill for Participant Directed Goods or Services is per hour (for services) or per item (for goods).

Individuals providing Participant Directed Services shall meet all training and certification as defined by the state to provide the service and must work with the Fiscal Intermediary designated by the self-directed Participant. For Participant Directed Goods, the Fiscal Intermediary shall maintain receipts for all goods purchased as backup to substantiate the purchase. The Fiscal Intermediary may only bill ~~through~~ for the actual amount paid for the goods.

Prevocational Training: The unit to bill for this service is per hour.

The rate paid for this service covers (1) the wages and fringe benefits of the personal care attendants

that provide supports; (2) the wages and fringe benefits of Supervisor staff that provide supports; (3) the wages and fringe benefits of all staff that provide supports where they are not face-to-face with Participants, such as set up and shut down time, training and attendance at Support Coordination meetings; (4) the vehicle costs and/or mileage reimbursement to staff to transport Participants other than for Day Activity Transportation; (5) provider capital costs; (6) provider program costs; (7) provider administrative costs; and (8) a Participant absence rate. Participants are authorized for Prevocational Training no more than eight (8) hours per day. To bill for this service, the Participant and the Personal care attendant must be present. Prevocational Training cannot be provided or billed for at the same hours on the same day as any other waiver service.

Respite Care: The unit to bill for this service is per 15 minutes or per diem, depending upon the number of consecutive hours that the service is delivered.

The rate paid for this service covers (1) the wages and fringe benefits of the personal care attendants that provide the supports; (2) the wages and fringe benefits of all staff that provide supports for the time worked where they are not face-to-face with Participants, such as travel time to and from appointments and training time; (3) the wages and fringe benefits of Supervisor staff that provide supports to the personal care attendants; (4) the mileage reimbursement to staff to travel to the Participant's location or to transport the Participant in the community; and (5) provider administrative costs.

When providing Respite Care, the provider must ensure that the Participant's routine is maintained in order to attend school, work, or other community activities/outings. Community outings shall be included in the supports provided and the Respite Care provider is responsible for providing transportation for community outings. Respite Care can be billed up to a 24-hour service period. However, when the consecutive number of hours of service is nine (9) or greater in a 24-hour period, the provider shall bill the Respite Care Daily rate on file. Respite Care cannot be provided or billed for at the same hours on the same day as Community-Based Supports or Day Program Services.

Shared Living Arrangement: The unit to bill for this service is per day.

The rate paid for this service covers (1) the reimbursement to the shared living arrangement contractor for the days that services are provided; (2) wages and fringe benefits of the provider staff that receiving training related to this service, that provide training to families, and that monitor and conduct visits to shared living arrangement contractors; (3) the costs to recruit shared living arrangement contractors and to facilitate interviews between Participants to be served and shared living arrangement contractors; (4) the costs to perform criminal background and other checks to ensure the integrity of the shared living arrangement contractor and the safety of Participants placed with these shared living arrangement contractors; (5) payment for respite services for shared living arrangement contractors; (6) transportation costs incurred by the provider staff to fulfill job duties; (7) provider program costs; and (8) provider administrative costs.

The expected resources per Participant are based on the Shared Living Arrangement Resource Levels. During the period when Interim Funding Levels are in place, four Shared Living Arrangement Resource Levels are in place. Each Shared Living Arrangement Resource Level represents the expected number of annual visits or monitoring calls that provider staff will make to a shared living arrangement contractor and the average number of respite hours available to shared living arrangement contractors.

~~Level 1:~~	Tier A:	21 visits/monitoring calls per year, 200 hours of respite per year
~~Level 2:~~	Tier B:	28 visits/monitoring calls per year, 200 hours of respite per year
~~Level 3:~~	Tier C:	32 visits/monitoring calls per year, 300 hours of respite per year
~~Level 4:~~	Tiers D/E:	40 visits/monitoring calls per year, 300 hours of respite per year

The BHDDH Director establishes the minimum amounts to be reimbursed to shared living arrangement contractors at each Level. Providers of the Shared Living Arrangement services shall retain documentation to support the minimum amounts paid to shared living arrangement contractors as established by the BHDDH Director. For Participants authorized to receive any residential supports by the BHDDH, a Participant can only be authorized to receive either Community Residence Support, Non-Congregant Residential Support, or Shared Living Arrangement in a given service coverage month.

Support Coordination: The unit to bill for this service is per month. The maximum units that may be billed per Participant are twelve (12) per year.

The rate paid for this service covers (1) the wages and fringe benefits of the support coordinator; (2) the wages and fringe benefits of other provider staff that participate in support coordination activities; (3) transportation costs incurred by the support coordinator to fulfill job duties; and (4) provider administrative costs.

The expected resources per Participant are defined in each support coordination resource level. Support coordination activities include, but are not limited to, the provisions specified in the regulations related to the Individualized Service Planning process (section 37.0 herein). Only one provider is authorized to provide support coordination services to each Participant each month. A Participant can only be authorized to receive either support coordination or support facilitation in a given service coverage month. The authorization to provide support coordination is decided by the Participant by means of their decision on who they decide will provide them residential or day program support services. The assignment of the support coordination authorization is hierarchical in nature as follows:

1. If a Participant chooses to self-direct services, then the authorization for Support Coordination is converted to a Support Facilitation authorization. The authorization for Support Facilitation is assigned to the Fiscal Intermediary that the Participant selects to assist them in self-direction.
2. If a Participant has an authorization on file to receive Community Residence Support Services, then the provider of this service is authorized to provide Support Coordination to the Participant.
3. If a Participant has an authorization on file to receive Non-congregant residential support services, then the provider of this service is authorized to provide Support Coordination to the Participant.
4. If a Participant has an authorization on file to receive Shared Living Arrangement Services, then the provider of this service is authorized to provide Support Coordination to the Participant.
5. If a Participant has an authorization on file to receive Community-Based Support Services, then the provider of this service is authorized to provide Support Coordination to the Participant.

6. If a Participant has an authorization on file to receive a Day Program Service but no residential service, then the provider of this service is authorized to provide Support Coordination to the Participant.

Support Facilitation: The unit to bill for this service is per month.

The rate paid for this service covers (1) the wages and fringe benefits of the Support Facilitator; and (2) the wages and fringe benefits of other provider staff that participate in Support Facilitation activities or that provide Fiscal Intermediary services; (3) transportation costs incurred by the Support Facilitator to fulfill job duties; and (4) provider administrative costs.

The expected resources per Participant are defined in each Support Facilitation Resource Level. The authorization for Support Facilitation is assigned to the Fiscal Intermediary that the Participant selects to assist them in self-direction.

~~***Supported Employment:*** The unit to bill for this service is per 15 minutes. The rate paid for this service covers (1) the wages and fringe benefits of the personal care attendants that provide supports; (2) the wages and fringe benefits of Supervisor staff that provide supports; (3) the wages and fringe benefits of all staff that provide supports where they are not face-to-face with Participants, such as travel time to and from appointments, missed appointments, training and attendance at Support Coordination meetings; (4) the mileage reimbursement to staff while performing job duties; (5) provider program costs; and (6) provider administrative costs. Participants are authorized for Supported Employment no more than eight (8) hours per day. To bill for this service, the Participant and the Personal care attendant must be present.~~

~~When Supported Employment services are provided at a work site in which persons without disabilities are employees, payment will be made only for the adaptations, supervision, and training required by Participants receiving waiver services as a result of their disabilities, and will not include payment for the supervisory activities rendered as a normal part of the business. Supported Employment cannot be provided or billed for at the same hours on the same day as any other waiver service.~~

Supports Brokerage: The unit to bill for Supports Brokerage is per 15 minutes.

Participants are authorized for Supports Brokerage Services no more than eight hours per day. The person providing the Supports Brokerage service must meet all training and certification as defined by the state to provide the service and must work with the Fiscal Intermediary designated by the self-directed Participant. The Supports Broker counsels, facilitates and assists in development of an Individualized Service Plan which includes both paid and unpaid services and supports designed to allow the Participant to live in the home and Participant in the community. A back-up plan is also developed to assure that the needed assistance will be provided in the event that regular services identified in the Individualized Service Plan are temporarily unavailable.

Appendix Two: Employment First Policy

RHODE ISLAND EMPLOYMENT FIRST POLICY: A TIME FOR ACTION
Developmental Disabilities

Background

Employment is a fundamental value and aspiration in American culture. All people, including those with disabilities, gain many benefits from having a job. People are healthier, safer and happiest with meaningful work. They have relationships with co-workers, fewer health issues, and an increased sense of wellbeing. They report a greater sense of accomplishment, increasing their feelings of competence and self worth, and contribute to the economy. Many people with disabilities live at or below the poverty level, and earning income from paying jobs helps supplement their resources and improves the quality of their lives.

Historically, the Department of Behavioral Healthcare, Developmental Disabilities and Hospitals has provided state funds to support sheltered and supported employment services offered by licensed provider agencies for adults with developmental disabilities. The second phase of Project Sustainability is to further promote and emphasize integrated community-based employment and meaningful integrated day programs that build vocational skills and community connection as a priority for all individuals with developmental disabilities. Integrated community-based employment means:

- regular or customized employment in the workforce;
- on the payroll of an employer;
- at minimum or prevailing wages;
- with benefits;
- where integration and interaction with coworkers without disabilities and customers is assured.;
- an individual job (i.e., not a group or enclave setting);
- Employment takes place in a work place in the community, where the majority of individuals do not have disabilities, and which provides opportunities to interact with non-disabled individuals to the same extent that individuals employed in comparable positions would interact;
- and/or the person is self-employed. Self-employment is defined as earning income directly from one's own business, profession, or trade; and not as an employee of a business owned by someone else.

Through implementation of this Policy not working shall be the exception.

Policy Statement

The Department is committed to helping adults with developmental disabilities achieve self sufficiency through work readiness, work force development and job creation. In order to achieve the intent outlined in the framework of this Employment First Policy, employment opportunities in fully integrated work settings shall be the first and priority option explored in the service planning for working age adults with developmental disabilities in Rhode Island. While all options are important and valued, integrated employment is more valued than non-employment, segregated employment, facility-based employment, or day habilitation in terms of employment outcomes for individuals with developmental disabilities. For those who successfully achieve the goal of employment in an integrated setting, future service planning must focus on maintaining

employment as well as the consideration of additional career or advancement opportunities. For those not yet achieving employment, annual service planning shall include and reflect employment opportunities as the first and priority service option explored.

Key Procedures and Principles:
Implementation of this policy shall be based on the following procedures and principles:

- Employment services shall be specifically addressed in the annual Individualized Service Plan;
- Employment services shall be considered and provided using person-centered planning concepts, based on informed choice, and consistent with the philosophy of self-determination;
- Minimum or competitive wages and benefits shall be the goal of integrated employment;
- All natural as well as paid supports shall be considered in individualized service planning; and
- Employment supports will be provided outside of the individual's living environment unless necessary for a self-employment plan or for the individual's medical or safety needs.

This policy statement will be followed by a more thorough implementation strategy that further details definitions, desired outcomes, and operational procedures that shall include but is not limited to the following:

- Facilitate the "Employment First " conversation by sponsoring and maintaining a forum for stakeholders, including private provider agencies, advocacy organizations, families, individuals served and self advocates involved in employment services. This Employment First forum shall meet monthly as a resource to discuss, develop and advance the Employment First policy initiative by: (1) developing employment support models and options, (2) creating a venue for people who are providing employment supports to share information about creating employment opportunities for individuals with developmental disabilities; (3) identifying and sponsoring training and technical assistance needs, and (4) educate all stakeholders as to the positive outcomes and strategies in achieving integrated employment and full community integration.
- Work with public and private services providers, and employers to expand access to integrated, community-based employment opportunities for individuals receiving supports and services for developmental disabilities;
- ISPs shall be crafted using tailored approaches to meet the specific employment needs of the individual and the community in which they live and work.
- Maintain annual membership in the State Employment Leadership Network;
- Develop a three (3) to five (5) year implementation plan with annual benchmarks to increase integrated supported employment opportunities for adults with developmental disabilities in the community while incrementally reducing service delivery and employment in sheltered workshops and segregated settings;
- Establish clear outcome expectations for employment including annual baseline employment data and specific percentage goals for developmentally disabled individuals receiving day services;
- Expand evidence-based practices that enhance employment services as licensed provider performance outcome measures and responsibilities. Require regular and periodic monitoring and reporting on the employment status of individuals receiving services;

- Realign the orientation and funding of day services to focus on establishing and sustaining real work opportunities for individuals and expanding integrated, community-based employment support models that are designed to help individuals remain employed over the long-term using follow-along and employer support;
- Collaborate with the State Department of Education and local school divisions to promote (1) early transition planning, (2) assessment for and use of appropriate assistive technology, and (3) ongoing involvement of relevant state and local agencies to support integrated employment;
- Collaborate with the State Department of Education and Office of Rehabilitation Services to expand school to work transition programs for the developmentally disabled that expose students to job opportunities and enable them to graduate with jobs in place, and create a model to provide support for individuals interested in developing their own businesses; and
- Conduct and/or participate in a statewide awareness and education campaign about Employment First.

Appendix Three: Employment First Initiative for New Participants

RHODE ISLAND DEPARTMENT OF BEHAVIORAL HEALTHCARE, DEVELOPMENTAL DISABILITIES AND HOSPITALS

EMPLOYMENT FIRST INTIATIVE FOR NEW PARTICIPANTS

This policy impacts individuals who have been found newly eligible to receive services through the Department's Developmental Disabilities program and who are transitioning into the Department's Developmental Disability service delivery system as of March 1, 2013 ("New Participants").

Restatement of the Employment First Policy

The Department is committed to helping adults with developmental disabilities achieve self sufficiency through work readiness, work force development and job creation. In order to achieve the intent outlined in the framework of this Employment First Policy, employment opportunities in fully integrated work settings shall be the first and priority option explored in the service planning for working age adults with developmental disabilities in Rhode Island. While all options are important and valued, integrated employment is more valued than non-employment, segregated employment, facility-based employment, or day habilitation in terms of employment outcomes for individuals with developmental disabilities. For those who successfully achieve the goal of employment in an integrated setting, future service planning must focus on maintaining employment as well as the consideration of additional career or advancement opportunities. For those not yet achieving employment, annual service planning shall include and reflect employment opportunities as the first and priority service option explored.

Implementation of the Employment First Policy for New Participants

Effective March 1, 2013, the Department shall require that all Interim Individualized Support Plans (IISP) and Individualized Support Plans (ISP) for New Participants shall contain at a minimum the following:

5. An Employment Action Plan with employment goals.
6. A weekly schedule of services identifying actions and activities to address and highlight employment related competencies and/or supported employment.
7. Over fifty percent (50%) of the goals, activities, supported employment and/or vocational goals contained in the IISP and/or ISP shall be provided in the least restrictive most inclusive community based setting.
8. Complete compliance with the Department's Employment First Policy.

The Department shall not approve any IISP and/or ISP for new Participants that:

- does not have meaningful vocational goals,
- that includes "sheltered work shop" services within the center-based activities
- and does not have more than fifty percent (50%) of the service delivery in fully integrated community based settings.