

## 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 Support Services:
    - a) Community residences;
    - b) Non-congregant settings;
    - c) Shared Living arrangements.
  - 2.08.02 Community Based Day Service Programs:
    - a) Day Program
    - b) Supported Employment
  - 2.08.03 Self-directed care (fiscal intermediary)
  - 2.08.04 Community-Based Supports Service.
- 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 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***

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

- a) Be at least eighteen (18) years of age;
- 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.
- i) Be otherwise qualified to provide direct assistance to Participants in accordance with these regulations.
- 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.

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 documentation of completion signed by the employee and the person(s) who provided the in-service and orientation.
- 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 documentation signed by the employee and the person(s) who conducted the review(s):

- 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.).
- 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.

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.

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;
- 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;
  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);
  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 the Participant's ability to evacuate the community residence 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 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 within twenty-four (24) hours of entry to the community residence 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 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 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:
  - 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.

#### 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.

***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 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) and 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 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.