SPECIAL PROVISIONS FOR HOME AND COMMUNITY-BASED SERVICES WAIVER PROVIDERS FOR PERSONS WITH INTELLECTUAL DISABILITIES HABILITATION TRAINING SPECIALIST

1. Provider is an entity or individual certified by the Oklahoma Department of Human Services (DHS) Developmental Disabilities Services (DDS) as eligible to provide services under the Home and Community Based Services (HCBS) Waiver program and has contracted with Oklahoma Health Care Authority (OHCA) to provide those services.
2. Providers must complete the Oklahoma Department of Human Services (DHS), Developmental Disabilities Services (DDS) sanctioned training curriculum in accordance with the schedule authorized by DDS.
3. Provider agrees that services will be monitored by DDS, agrees to abide by applicable DHS and Office of Client Advocacy (OCA) policies as found in Oklahoma Administrative Code (OAC) 317 and 340 and assures reasonable access to its facilities, employees, members, services, and all records to enable DHS and its agents to monitor Provider’s compliance with this Agreement.
4. Provision of services under this Agreement is limited to persons who have been certified by DHS as categorically needy and meet medical criteria for Home and Community Based Services (HCBS) for persons with developmental disabilities.
5. Family members who provide HTS services must meet the same standards as Providers who are unrelated to the member. Payment does not include room and board or maintenance, upkeep and improvements to the member’s or family’s residence.
6. Services are provided to eligible members who are approved to receive DDS Home and Community Based Services (HCBS). Services support full access to the greater community and comply with OAC 317:40-1-3. Habilitation Training Specialist (HTS) services include services to support the member’s self-care, daily living, adaptive and leisure skills needed to reside successfully in the community. Services are provided in community-based settings in a manner contributing to the member’s independence, self-sufficiency, community inclusion and well-being. More than one Habilitation Training Specialist may provide care to a member on the same day. However, payment cannot be made for services provided by two or more Habilitation Training Specialists to the same member during the same hours of a day.
7. Any Independent HTS (IHTS) must receive oversight by a contract provider agency to provide supervision in accordance with 340:100-3-38.7 which are requirements to supply supervision, guidance, and oversight of paraprofessional staff providing direct supports. The requirements include foundation training, effective teaching, health care coordinator training, health course, individual plan, quality assurance module, and ongoing annual training. Additionally, the supervision must be provided by provider agency staff that has four years of any combination of college level education or full time equivalent experience in serving persons with disabilities or full time equivalent experience in a supervisory position. Individual Habilitation Training Service Providers (but not agency Providers) will be limited to a maximum of 40 hours per week regardless of number of members served.
8. Compensable services are described in this Agreement for Provider’s service type. To the extent that HCBS are not compensable services, the services may be provided but shall not be compensated by OHCA.

9. Payment rates and service limitations will be as promulgated in the OAC.

10. Provider agrees to submit HCBS service claims to OHCA only:
   6.1 For services provided to individuals determined by DHS to be eligible for HCBS, except for claims in which eligibility has not been determined and failure to file a timely claim may jeopardize payment;
   6.2 In the amount, scope and duration specified in the Individual Plan and for whom they have received authorization from DHS;
   6.3 For services supported by the following documentation: the service date and the start and stop time authenticated with the signature of the person providing the support; and properly authenticated data collection and/or progress notes related to supports provided as per the member’s Individual Plan (IP); and
   6.4 After all other insurance or similar sources other than SoonerCare are exhausted; Provider shall bill other resources first.

11. Provider must deliver services in a manner that contributes to the member’s enhanced independence, self-sufficiency, community integration and well-being as per policy OAC 317:40-1-3.

12. Provider shall:
   8.1 Act immediately to remedy any situation that poses a risk to the health, well-being or provision of specified services to the member; in the event of such a threat, Provider must immediately notify DHS of the nature of the situation and must notify DHS upon resolution of the threatening situation;
   8.2 Cooperate with other entities supplying services to members served through this Agreement;
   8.3 Report all cases of suspected abuse or neglect of children in accordance with 10 O.S. §§ 7101 et seq. and all cases of suspected abuse, neglect or exploitation of adults in accordance with 43A O.S. §§ 10-101 et seq.
   8.4 Not provide services that duplicate the services mandated to be provided by the public school district pursuant to the Individuals with Disabilities Education Act;
   8.5 Supply services for which Provider has been determined responsible as reflected in the member’s Individual Plan (IP), at those times and places necessary to meet the member’s needs;
   8.6 If applicable, make reasonable effort to ensure members are afforded freedom of choice in all aspects of service provision, for which Provider is responsible, unless such choice jeopardizes the member’s independence; Services support full access to the greater community and comply with OAC 317:40-1-3; and
   8.7 Refund OHCA for any overpayment within sixty (60) days of notification; overpayment includes payments for services not rendered in accordance with this Agreement. If Provider fails to make timely refund, OHCA shall recoup the amount due from subsequent payments.

13. Provider must agree to indemnify and hold harmless DHS against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of Provider or non-fulfillment of any term or condition of this Agreement. Provider must indemnify and hold harmless OKDHS under this Agreement from any and
all assessment, judgments, costs, legal and other reasonable expenses incidental to any of the foregoing.

14. Parties agree that fixing the amount of actual damages due the DHS from Provider for any non-performance of its duties pursuant to this Agreement would be impracticable and extremely difficult. For that reason, Parties hereto agree that the DHS, through OHCA, may, at their sole discretion, deduct an amount not to exceed five percent (5%) of the total amount of this Agreement as actual damages for each breach or non-performance thereof. Nothing in this provision should be construed as an election of remedies by the DHS or OHCA and they must be free to pursue any and all remedies available either in law or in equity.

15. **Staffing:** Provider must secure a criminal background check, prior to employment or use as a volunteer, of any person providing services under this Agreement as per policy 340:100-3-39. Provider must ensure that employees are licensed and specifically trained to meet the unique needs of each member as per policy OAC 340:100-3-38.

16. Provider shall also meet the following requirements for:

16.1 **Services**

If the Provider staff assists members in the administration of medications, the Provider must maintain compliance with the administration, storage, and maintenance requirements as outlined in OAC 340:100-5-32.

If responsible for the oversight of member funds as designated in the member’s Individual Plan (IP), Provider must ensure that member funds are properly safeguarded and must make at least an annual accounting of member funds to DHS.

Agency Providers must execute the DHS/DDS Waiver Service Agreement delineating Provider responsibilities and contract terms, conditions and requirements. Once executed, the Waiver Service Agreement will be in effect as long as the Provider maintains an active waiver service Agreement through OHCA.

16.2 **Staffing**

Provider must ensure that all non-licensed/non-certified paraprofessional staff supplying regular direct contact service to members must comply with DDS training requirements found at OAC 340:100-3-38. (DHS must make required training, except MAT, CPR and First Aid, available to Provider employees free of tuition charge).

Provider must supply supervision, guidance and oversight of paraprofessional staff providing direct services. Supervision and oversight must be provided by an individual, with a minimum of four years of combined college level education and/or "full-time equivalent" experience in serving persons with disabilities. The Provider must maintain a ratio of professionals to direct service paraprofessional that is sufficient to ensure the achievement of outcomes specified in the IP. Individual Providers will secure supervision, guidance and oversight from an oversight agency approved by DHS.
The Provider must designate one individual who must be responsible for the administration of the agency/services provided and is empowered to act on behalf of the Provider.

The Provider must ensure that employees are specifically trained to meet the unique needs of each member.

The Provider must supply back-up direct service staff if primary staff is unavailable.

The Provider must maintain a ratio of direct service staff to members that is sufficient to ensure the health, safety and well-being of the members are maintained and the objectives for which the Provider is responsible, as documented in the IP, are fulfilled.

All Provider employees with direct contact responsibility are at least 18 years old.

The Provider agrees to work cooperatively with DHS to reduce direct care staff turnover rates and will use DHS’s automated staff turnover report. The Provider will work to achieve a turnover rate at least equal to the statewide average for all Providers. Statewide average turnover rates are calculated annually using DHS’s automated staff turnover reporting system. DHS determines the statewide average turnover rate in July of each fiscal year based on previous year’s data. If the Provider’s turnover rates are 10% or above the statewide average, the Provider is notified in writing by September 1st and must submit a comprehensive turnover reduction plan no later than November 1st. The plan must be satisfactorily implemented no later than December 1st. The Provider may request the technical assistance of DHS in developing the comprehensive turnover reduction plan.

16.3 Special Assurances

Provider must develop and maintain a written set of policies and procedures that govern all aspects of service provision, and have been approved by DHS. These policies must be available to each member, parent or guardian, advocate, and Provider staff. Provider staff must be familiar with these policies. These policies and procedures must include, but not be limited to:

a. Individual rights protection;
b. Individual services;
c. Individual admissions;
d. Individual discharge;
e. Individual grievance procedures;
f. Individual abuse/neglect prevention and reporting;
g. Individual confidentiality;
h. Individual emergencies;
i. Individual fees; and
j. Individual personal funds (if applicable); and
k. Individual medication administration.
The Provider must develop and implement a plan for continuity of service in the event of an emergency.

In the event of emergency discharge, the Provider must cooperate with DHS to secure alternative services in the least restrictive environments.

The Provider must act immediately to remedy any situation that poses a risk to the health, well-being or provision of specified services to the member. In the event of such a threat, the Provider must immediately notify DHS of the nature of the situation and must notify DHS upon resolution of the threatening situation. The Provider must complete and regularly review incident and injury reports.

Provider will receive reimbursement for providing services to only one member at a given time. This does not preclude said service from being provided to individuals in group settings. (e.g., one direct contact staff supplying three hours of service simultaneously to three members may only claim for three hours of reimbursement, not nine).

Providers (Independent HTS, Respite, and Homemaker Providers are excluded from this requirement) that receive in excess of $100,000 per year in state or waiver funds from DHS or the OHCA must have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements must be prepared in accordance with Generally Accepted Accounting Principles. A separate Supplemental Schedule of Revenues and Expenditures must be prepared in accordance with the DDS Supplemental Information Guide. Failure to maintain accounting records that enable a Provider to prepare or to submit the Supplemental Information as required in the attached guide is considered a contractual noncompliance and will result in sanctions in accordance with DHS policy. Independent auditors should consider a Provider's failure to maintain accounting records that enable them to prepare or to submit the supplemental information as required by the DDS Supplemental Information guide, to be a contractual noncompliance and should report such in accordance with Government Auditing Standards, indicating material noncompliance when DHS funding is material to the financial statements.

The audit must be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. DHS retains the right to approve the selection of and examine the work papers of said auditor. No approval will be withheld unreasonably.

The Provider must submit two (2) copies of the annual audit report to the DHS Office of Inspector General, P. O. Box 25352, Oklahoma City, Oklahoma 73125, plus a copy of the management letter, and a corrective action plan to all audit findings within 120 days of the Provider’s fiscal year end. In the event the
Provider is unable to provide the audit report within the time frame specified, the Provider must submit a written request for an extension citing the reason for the delay. Extensions may not exceed four months.

17. OHCA may change this Agreement at any time by notification to Provider. No amendment executed by both Parties is required for this purpose.

18. This Agreement shall expire October 31, 2020.