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POLICY TRANSMITTAL NO. 05-40	DATE: AUGUST 29, 2005
DEVELOPMENTAL DISABILITIES SERVICES DIVISION/OKLAHOMA HEALTH CARE AUTHORITY	DEPARTMENT OF HUMAN SERVICES OFFICE OF PLANNING, POLICY & RESEARCH

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TO: ALL OFFICES

SUBJECT: MANUAL MATERIAL

OAC 317:30-5-86.1; 30-5-95.3; 40-5-50 through 40-5-67; 40-5-75; and 40-5-76.

EXPLANATION: **Policy revisions were approved by the Board and the Governor as required by the Administrative Procedures Act.**

Pharmacy rules are revised to better define Disease State Management criteria and to reflect the desired practice.

Inpatient Psychiatric Hospitals rules are revised to reflect the exclusion for payment of crossover for individuals over 21 and under 65 years of age.

Developmental Disabilities Services rules are revised to: (1) standardize the home profile process for all services needing a home profile; (2) increase respite services provided to Specialized Foster Care (SFC) providers; (3) clarify use of room and board reimbursement in foster care; and (4) clarify roles of the DDSD case manager and SFC staff.

Original signed on 8-25-05

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James M. Nicholson, Director  
Developmental Disabilities Services Division

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Office of Planning, Policy & Research

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WF # 05-V (DT)

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**INSTRUCTIONS FOR FILING MANUAL MATERIAL**

OAC is the acronym for Oklahoma Administrative Code. If OAC appears before a number on an Appendix or before a Section in text, it means the Appendix or text contains rules or administrative law. Lengthy internal policies and procedures have the same Chapter number as the OAC Chapter to which they pertain following a “DHS” number, such as personnel policy at DHS:2-1 and personnel rules at OAC 340:2-1. The “340” is the Title number that designates DHS as the rulemaking agency; the “2” specifies the Chapter number; and the “1” specifies the Subchapter number.

The chronological order for filing manual material is: (1) OAC 340 by designated Chapter and Subchapter number; (2) if applicable, DHS numbered text for the designated Chapter and Subchapter; and (3) all OAC Appendices with the designated Chapter number. For example, the order for filing personnel policy is OAC 340:2-1, DHS:2-1, and OAC 340:2 Appendices behind all Chapter 2 manual material. Any questions or assistance with filing manual material will be addressed by contacting Policy Management Unit staff at (405) 521-3611.

**REMOVE**

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317:30-5-86.1	317:30-5-86.1, 1 page only, revised 7-11-05
317:30-5-95.3	317:30-5-95.3, 1 page only, revised 7-11-05
317:40-5-50	317:40-5-50, 1 page only, revised 7-11-05
317:40-5-51	317:40-5-51, 1 page only, revised 7-11-05
317:40-5-52	317:40-5-52, 1 page only, revised 7-11-05
317:40-5-53	-----
317:40-5-54	317:40-5-54, 1 page only, revised 7-11-05
317:40-5-55	317:40-5-55, pages 1-7, revised 7-11-05
317:40-5-56	317:40-5-56, pages 1-2, revised 7-11-05
317:40-5-57	317:40-5-57, 1 page only, revised 7-11-05
317:40-5-58	317:40-5-58, pages 1-2, revised 7-11-05
317:40-5-59	317:40-5-59, pages 1-2, revised 7-11-05
317:40-5-60	317:40-5-60, 1 page only, revised 7-11-05
317:40-5-61	317:40-5-61, 1 page only, revised 7-11-05
317:40-5-62	317:40-5-62, 1 page only, revised 7-11-05
317:40-5-63	317:40-5-63, pages 1-2, revised 7-11-05

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317:40-5-64

317:40-5-64, pages 1-2, revised 7-11-05

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317:40-5-66

317:40-5-66, 1 page only, revised 7-11-05

317:40-5-67

317:40-5-67, pages 1-3, revised 7-11-05

317:40-5-75

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317:40-5-76

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**317:30-5-86.1. Disease state management**

OHCA contracts with designated agents to provide disease state management for individuals diagnosed with certain chronic conditions. Disease state management treatments are based on protocols developed using evidence-based guidelines for treatment.



**317:30-5-95.3. Medicare eligible individuals**

Payment is made to hospitals for services to Medicare eligible individuals as set forth in this section. Payment is not made to freestanding psychiatric hospitals for inpatient coinsurance and/or deductible for individuals between 21 and 65 years of age.

**(1) Individuals eligible for part A and part B.**

(A) Payment is made utilizing the Medicaid allowable for comparable Part B services.

(B) Payment is made for the inpatient deductible for Part A services for categorically needy individuals under the age of 21 or age 65 and over.

**(2) Individuals who are not eligible for part A services.** For individuals who have exhausted Medicare Part A benefits, claims must be accompanied by a statement from the Medicare Part A intermediary showing the date benefits were exhausted.



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

(a) Specialized Foster Care (SFC) provides up to 24 hours per day of in-home residential habilitation services funded through the Community Waiver or the Homeward Bound Waiver. SFC serves individuals ages three and older. SFC provides an individualized living arrangement in a family setting including up to 24 hours per day of supervision, supportive assistance, and training in daily living skills.

(b) SFC is provided in a setting that best meets the specialized needs of the service recipient.



**317:40-5-51. Scope of Specialized Foster Care**

(a) **Children in OKDHS custody.** A child in the custody of the Oklahoma Department of Human Services (OKDHS) who is determined eligible for HCBS Waiver services in accordance with OAC 317:40-1-1 is eligible to receive Specialized Foster Care (SFC) services if the special needs of the child cannot be met in a Division of Children and Family Services (DCFS) foster home.

(1) SFC provides a temporary, stable, nurturing, and safe home environment for the child while the OKDHS plans for reunification with the child's family.

(2) In the event reunification is not achievable, SFC may be provided on a long-term basis while other more permanent living arrangements are sought.

(b) **Non-custody children.** SFC is a temporary service provided to children who are not in the custody of OKDHS when needed to prevent institutionalization.

(1) The intent of SFC is to allow the service recipient's family relief that cannot be satisfied by the provision of respite services or other in-home supports.

(2) SFC provides a nurturing, substitute home environment for the service recipient while plans are made to reunify the family.

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

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

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

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



**317:40-5-52. Visitation and reunification in Specialized Foster Care**

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

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

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

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

- (i) the DCFS worker;
- (ii) the DDSD case manager;
- (iii) the natural family; and
- (iv) the SFC family.

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

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

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



**317:40-5-54. Selection of Specialized Foster Care provider**

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

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

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

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

(A) the SFC service recipient is a child; or

(B) required by the adult SFC recipient's Team.

(4) OKDHS Form DCW-SH-2, Claim for Foster and Adoptive Home Purchase of Care, if required in accordance with paragraph (3) of this subsection, is completed and submitted monthly to OKDHS Finance by staff as designated by the DDSD area manager.



**317:40-5-55. Specialized Foster Care provider responsibilities**

(a) **General responsibilities.** The responsibilities of all Specialized Foster Care (SFC) providers are listed in this Subsection.

(1) Providers of Specialized Foster Care (SFC) are required to meet all applicable standards outlined in OAC 317:40-5-40.

(2) Providers of SFC are required to receive competency based training as outlined in OAC 340:100-3-38. The provider keeps all required training up to date and submits documentation to the SFC specialist at the time training is completed.

(3) The provider participates as a member of the service recipient's Team and assists in the development of the service recipient's Individual Plan, as described in OAC 340:100-5-50 through 100-5-58.

(4) The provider documents and notifies the case manager of any changes in behaviors or medical conditions of the service recipient within one working day. Incident reports are completed by the SFC provider and submitted to the DDSD case manager in accordance with OAC 340:100-3-34.

(5) The SFC provider is available to the service recipient at any time.

(6) The primary employment of the SFC provider is to provide SFC services to the service recipient. The SFC provider does not have other employment unless the other employment has been pre-approved by the supervisor of the DDSD foster care unit.

(A) Generally, providers are not approved for other employment because the provider must be available before and after school or vocational programs and often during the day due to holidays or illnesses.

(B) If, after receiving approval for other employment, it is found that the SFC provider's employment interferes with the care, training, or supervision needed by the service recipient, the provider must determine if he or she wants to terminate the other employment or have the service recipient moved from the home.

(C) The DDSD does not authorize Homemaker, Habilitation Training Specialist, or respite services in order for the SFC provider to perform other employment.

(7) The provider does not deliver services that duplicate the services mandated to be provided by the public school district pursuant to the Individuals With Disabilities Education Act (IDEA-B).

(8) The provider allows the service recipient to have experiences, both in and out of the home, to enhance the service recipient's development, learning, growth, independence, community inclusion, and well-being, while assisting the service recipient to achieve his or her maximum level of independence.

(9) The provider ensures confidentiality is maintained regarding the service recipient in accordance with the DDSD confidentiality policy, OAC 340:100-3-2.

(10) The provider is sensitive to and assists the service recipient in participating in the service recipient's choice of religious faith. No service recipient is expected to attend any religious service against his or her wishes.

(11) The provider has a valid driver's license, maintains a motor vehicle in working order, and complies with requirements of OAC 317:40-5-103, Transportation.

(12) The provider arranges, and ensures that the service recipient obtains, a medical and a dental examination at least annually, and is responsible for obtaining regular and emergency medical services as needed.

(13) The provider transports or arranges transportation, using adapted transportation when appropriate, for the service recipient to and from school, employment, church, recreational activities, and medical or therapy appointments.

(A) SFC providers who transport service recipients for Individual Plan activities more than an average of 30 miles a day may sign a transportation contract with approval from the DDSD area programs manager for residential services. Authorization to provide transportation services is only made for transportation for specified activities in excess of the 30 miles per day average.

(B) The provider must assure availability and use of an approved and appropriate child auto restraint system as required by law in transporting children and, in cases of adults receiving services, any additional restraints identified as necessary in the Plan.

(14) The provider assures the person receiving services is clean, appropriately dressed, and on time for activities and appointments.

(15) The provider ensures no other adult or child is served in the home on a regular or part-time basis without prior approval from the DDS area manager or designee.

(16) The provider does not provide services to more than three individuals regardless of the type of service provided, including SFC, DCFS foster care, respite, baby-sitting, or other such services. Any exception to this paragraph must be approved in writing by the director of DDS or designee prior to authorization or service delivery.

(17) The provider permits visitation and monitoring of the home by authorized DDS staff. In order to assure maintenance of standards, some visits are unannounced. The visits occur at least monthly and are not intended to be intrusive but to ensure the safety and well-being of the service recipient.

(18) The provider encourages and cooperates in planning visits in the SFC home by relatives, guardians, or friends of the service recipient. Visits by the service recipient to the home of friends or relatives must be approved by the service recipient's legally authorized representative.

(19) The provider abides by the policies of DDS found at OAC 340:100-3-12, Prohibition of client abuse, and OAC 340:100-5-58, Prohibited procedures. The provider is prohibited from signing an authorization for school personnel to use physical discipline or corporal punishment.

(20) The provider notifies the DDS case manager when the need arises for substitute supervision in the event of an emergency, in accordance with the Backup Plan, as specified in OAC 317:40-5-59.

(21) The provider provides written 30-day notice to the service recipient and DDS case manager when it is necessary for a service recipient to be moved from the home.

(22) The SFC provider does not serve as representative payee for the service recipient.

(23) The provider ensures the service recipient's funds are properly safeguarded.

(24) The provider assists the service recipient in accessing and using entitlement programs for which the service recipient may be eligible.

(25) The provider must use the room and board reimbursement payment to meet the service recipient's needs, as specified in the room and board contract.

(A) The provider retains a copy of the current room and board contract in the home at all times.

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

(i) housing;

(ii) food;

(iii) clothing;

(iv) care; and

(v) incidental expenses such as:

(I) birthday and Christmas gifts;

(II) haircuts;

(III) personal grooming equipment;

(IV) allowances;

(V) toys;

(VI) school supplies and lunches;

(VII) school pictures;

(VIII) costs of recreational activities;

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

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

(XI) prom and graduation expenses including caps,

gowns, rings, pictures, and announcements;

(XII) routine transportation expenses involved in meeting the service recipient's medical, educational, or recreational needs;

(XIII) non-prescription medication; and

(XIV) other maintenance supplies required by the service recipient.

(C) All items purchased for the service recipient with the room and board payment are the property of the service recipient and are given by the provider to the service recipient when a change of residence occurs.

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

(26) The provider maintains a Personal Possession Inventory (DDS-22) for each service recipient living in the home.

(27) The provider maintains the service recipient's home record in accordance with OAC 340:100-3-40.

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

(A) telephone number;

(B) address;

(C) marriage or divorce;

(D) persons moving into or out of the home;

(E) provider's health status;

(F) provider's employment; and

(G) provider's income.

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

(30) The provider serves as the Health Care Coordinator and

follows the Health Care Coordinator policy outlined in OAC 340:100-5-26.

(31) Each SFC provider follows all applicable rules of the Oklahoma Department of Human Services and the Oklahoma Health Care Authority, promotes the independence of the service recipient, and follows recommendations of the service recipient's Team.

**(b) Responsibilities specific to SFC providers serving children.**

The provider is charged with the same general legal responsibility any parent has to exercise reasonable and prudent behavior in his or her actions and in the supervision and support of the child.

(1) The provider works with the DDS case manager and Division of Children and Family Services (DCFS) staff when the provider needs respite for a child in custody.

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

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

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

**(c) Responsibilities specific to SFC providers serving adults.**

Additional SFC provider responsibilities for serving adults are given in this Subsection.

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

(A) traveling out of state for an overnight visit.

(B) involvement of the service recipient in any publicity.

(2) When the service recipient is his or her own payee or has a representative payee, the provider ensures the monthly contribution for services as identified in a written agreement

between the service recipient and the provider, is used toward the cost of food, rent, and household expenses.

(A) The service recipient's minimum monthly contribution is \$250.00 per month.

(B) Changes in the service recipient's monthly contribution are developed on an individualized basis by the service recipient's Team.



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

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

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

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

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

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

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

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

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

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

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

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

(8) to work toward reunification when appropriate;

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

(10) to attend medical appointments, when possible, and keep

informed of the service recipient's health status;

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

(12) to be present for all Team meetings

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

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

317:40-5-57. Developmental Disabilities Services Division case manager roles and responsibilities regarding Specialized Foster Care

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

- (1) reporting any significant changes to the SFC specialist;
- (2) assessing guardianship needs;
- (3) facilitating pre-placement visits when approved by the SFC specialist;
- (4) monitoring for current backup plan, as described in OAC 317:40-5-59;
- (5) monitoring the service recipient's personal inventory, Form DDS-22;
- (6) monitoring the service recipient's funds and resources monthly;
- (7) reporting any potential violations of policy and standards to the SFC specialist in accordance with OAC 317:40-5-63 and assisting with the development of the provider's plan of action, if appropriate;
- (8) assisting in the inventory of any necessary adaptive equipment, Form DDS-22;
- (9) attending Court hearings for custody children;
- (10) forwarding copies of monthly contact reports on custody children to the DCFS specialist;
- (11) notifying the DCFS specialist or legally authorized representative of needed medical consents for pre-planned or emergency services; and
- (12) completing appropriate section of Form DDS-24, Annual Review, and providing the information to the SFC specialist.



**317:40-5-58. Developmental Disabilities Services Division  
Specialized Foster Care (SFC) staff roles and responsibilities**

Developmental Disabilities Services Division (DDSD) SFC staff have the responsibility for:

- (1) orientation and prescreening of SFC applicants;
- (2) making contact with the potential SFC provider within five working days of receipt of a completed application to schedule interviews and start the Home Profile Process, described in OAC 317:40-5-40;
- (3) completing the Home Profile within 90 working days after assignment of the application. The SFC specialist documents the reason for any delay beyond 90 days;
- (4) maintaining regular contact with the provider by making a monitoring visit every six months with a minimum of one telephone contact in all other months.
  - (A) The SFC specialist completes the Monitoring Report (DDS-23) for each monitoring review.
  - (B) Items to be discussed during the telephone contacts are detailed in the Monthly Contact Monitoring Guide.
- (5) completing a Specialized Foster Care/Agency Companion Annual Review (DDS-24) for the annual re-evaluation of each provider home by the renewal date;
- (6) attending Team meetings for service recipients in SFC as necessary;
- (7) responding to requests for SFC and respite care;
- (8) providing technical assistance and training to SFC providers regarding claims and resolution of problems, such as:
  - (A) payments;
  - (B) family dynamics;
  - (C) DDSD policy;
  - (D) setting up the in-home record as described in OAC 340:100-3-40;
  - (E) setting up the provider record; and

(F) provider training;

(9) making unannounced home visits to ensure homes and providers are in compliance with DDS standards and policy;

(10) reporting to DDS State Office Training Staff as the provider's training occurs and is updated:

(A) the provider's name;

(B) the provider's Social Security Number; and

(C) dates and places of specific provider training;

(11) facilitating a written agreement for room and board contributions on behalf of the service recipient, if the Oklahoma Department of Human Services is not the representative payee for the service recipient;

(12) completing or obtaining the:

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

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

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

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

**317:40-5-59. Back-up Plan for persons receiving Specialized Foster Care**

Prior to a service recipient moving into Specialized Foster Care (SFC), the SFC provider, the Developmental Disabilities Services Division (DDSD) case manager, and other appropriate Team members cooperatively develop a Back-up Plan.

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

(2) The service recipient's natural family is considered as the first resource for the Back-up Plan.

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

(4) The Back-up Plan explains specifically where the service is to be provided.

(A) If back-up service is to be provided outside the SFC home, a Home Profile must be completed for the back-up staff.

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

(i) criminal background check;

(ii) traffic record check;

(iii) valid driver license;

(iv) Division of Children and Family Services (DCFS) abuse registry check;

(v) Community Services Worker registry check;

(vi) a check of the Juvenile On-Line Tracking System (JOLTS) for children residing in the home;

(vii) Oklahoma statutorily mandated liability insurance of 10/20/10 minimum coverage; and

(viii) completion of required DDSD training.

(C) The Back-up Plan details where the service recipient and provider will stay if the provider's home is not habitable. If there is a fee to stay in the alternate location, the fee

is paid by the provider and not reimbursed by DDSD.

(5) The Back-up Plan is jointly reviewed at least monthly by the DDSD case manager and the SFC specialist to ensure the Back-up Plan continues to be appropriate and current.

(6) The SFC provider is responsible to report any needed changes in the Back-up Plan to the case manager and SFC specialist.

**317:40-5-60. Relief support for providers of Specialized Foster Care**

When natural or other unpaid supports are not available, the Specialized Foster Care (SFC) provider may request relief support.

(1) Relief units do not replace the responsibilities of the SFC provider on a regular basis.

(2) All relief units must be justified in the service recipient's Plan process.

(3) No more than 720 hours annually may be authorized unless approved by the Developmental Disabilities Services Division director or designee.

(4) No spouse or other adult living in the provider household may serve as paid relief staff.

(5) Consideration is given to authorizing additional relief hours when providing additional relief represents the most cost-effective placement for the service recipient and:

(A) there are multiple service recipients living in the home;

(B) the service recipient has an on-going pattern of not sleeping at night; or

(C) the service recipient has an on-going pattern of not working or attending employment services, in spite of continuing efforts by the Team.



**317:40-5-61. Investigations of alleged abuse or neglect of a service recipient in a specialized foster care home**

Any referral regarding alleged abuse, neglect or exploitation of a service recipient is reported immediately to the appropriate investigative office.

(1) Allegations concerning children are reported to the Oklahoma Department of Human Services (OKDHS) Division of Children and Family Services (DCFS) office in accordance with OAC 340:75-1-9.

(2) Allegations concerning adults are reported to the OKDHS Adult Protective Services office as required by Section 10-104 of Title 43A of the Oklahoma Statutes.

(3) Allegations concerning a Homeward Bound class member are referred for investigation to the OKDHS Office of Client Advocacy.



**317:40-5-62. Evaluation of policy violation or program concern in a specialized foster care home**

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

(b) Concerns may include:

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

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

(d) The evaluation includes interviews with:

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

(e) When the evaluation findings indicate programming concern(s) or violation(s) of policy or contract, the DDSD SFC staff, and the provider meet to develop a Plan of Action for correcting the concern(s) or violation(s). The SFC staff notifies the DDSD case manager of the agreed Plan of Action. The case manager monitors to ensure the Plan is accomplished.



**317:40-5-63. Plan of action in Specialized Foster Care**

(a) When a program concern or a violation of policy or contract is found in a Specialized Foster Care (SFC) home, a Plan of Action, (DDS-28) is initiated.

(b) The Plan of Action:

(1) is a joint effort between the provider and SFC staff;

(2) ensures that necessary services to the service recipient are not interrupted;

(3) states recommendations regarding the continued use of the provider home;

(4) is time limited; and

(5) is agreed upon by DDSD and the provider.

(c) Unless the Plan of Action is initiated for short-term outcome, reviews of the Plan of Action are conducted, at a minimum, each 90 days. DDSD staff and the provider participate in the review.

(d) If new allegations occur or circumstances change while the Plan of Action is in place, an evaluation is made of the existing plan to redefine the action steps, time frames, and recommendations, if necessary.

(e) At the completion of the Plan of Action, a resolution is documented to confirm the agreed upon action steps that have been completed.

(f) If, at the completion of the Plan of Action, all action steps are not completed, but a satisfactory resolution is obtained, an addendum explaining the situation is attached to the Plan of Action.

(g) If the provider is unwilling or unable to satisfactorily complete the Plan of Action:

(1) the provider's home is recommended for closure;

(2) alternative placement is located for the service recipient; and

(3) the provider is given a written 30 day closure notice.

(h) A provider with an active plan of action cannot serve additional service recipients or provide respite until the plan is successfully completed.

**317:40-5-64. Closure of Specialized Foster Care home**

(a) In the event that a provider fails to provide services as required by rules or contract, Developmental Disabilities Services Division (DDSD) may, upon written notice to the provider, cancel certification of the home, effective upon receipt of notice. Such cancellation is not an exclusive remedy but is in addition to any other rights and remedies provided by law.

(b) Possible reasons for closure of a Specialized Foster Care (SFC) home include, but are not limited to:

- (1) provider request;
- (2) non-cooperation in determining compliance with standards, policy, or contract;
- (3) confirmed abuse, neglect, or exploitation of any other person;
- (4) breach of confidentiality;
- (5) involvement in criminal activity or criminal activity in the home;
- (6) failure to provide for the care and well-being of the service recipient;
- (7) continued failure to implement the service recipient's Plan;
- (8) failure to complete and maintain required provider training;
- (9) failure to report changes in the household resulting in the failure of the home to meet standards;
- (10) continued failure to follow DDSD policy;
- (11) decline of the provider's health to the point that he or she can no longer meet the needs of the service recipient;
- (12) employment by the provider without prior approval by the Developmental Disabilities Services Division (DDSD) SFC supervisor;
- (13) domestic disputes that result in emotional instability of the service recipient; or

(14) failure to complete a Plan of Action, as described in OAC 317:40-5-63, as agreed.

(c) **Closure Process.** When necessary to close an SFC home, the steps described in this Subsection are taken.

(1) SFC staff documents, in the case narrative, a summary of the reasons for closure and the effective date of the closure.

(2) The DDSD Area Manager or designee notifies the case manager and case manager supervisor to make other living arrangements for the service recipient.

(3) The DDSD programs manager for residential services sends a 30-day written notice of the closure to the provider.

(A) A copy of the 30-day notice is sent to:

(i) the case manager;

(ii) case management supervisor;

(iii) DDSD Area Manager;

(iv) DDSD State Office; and

(v) Division of Children and Family Services (DCFS), if applicable.

(B) A copy of the narrative is sent with the written notice to DDSD State Office;

(4) DDSD State Office notifies the Oklahoma Health Care Authority and the OKDHS Contracts Unit to close the provider's contract.

**317:40-5-66. Dispute and grievance procedures for Specialized Foster Care providers**

(a) **Legal Base.** Section 7213 of Title 10 of the Oklahoma Statutes directs the Oklahoma Department of Human Services (Department) to establish grievance procedures for Specialized Foster Care (SFC) providers that resolve disputes quickly, informally, at the lowest possible level, but that provide for access to impartial arbitration by personnel within the central office. Resolution of grievances must be prompt and within established time frames. Each SFC provider shall have the right, without fear of reprisal or discrimination, to present grievances with respect to the provision of SFC services.

(b) **Inquiries.** Not all SFC provider inquiries or requests for explanation are to be considered as disputes that need a written supervisory review or the initiation of the grievance procedure. Most inquiries or requests are handled within the regular relationship between the SFC specialist and SFC provider within 5 working days.

(c) **Unresolved complaints or disputes.** When a complaint or dispute between the DDSD staff member and the SFC provider cannot be resolved, the SFC provider is entitled to a supervisory review regarding the issue within 10 working days. If the supervisory review does not resolve the dispute with the SFC provider, then a grievance can be initiated by the provider in accordance with OAC 340:2-3-50.



**317:40-5-67. Specialized Foster Care provider rights**

(a) Section 7206.1 of Title 10 of the Oklahoma Statutes directs the Oklahoma Department of Human Services to establish a statement of SFC providers' rights.

(b) The rights of SFC providers include, but are not limited to, the right to:

(1) be treated with dignity, respect, and consideration as a professional member of the team;

(2) be given appropriate, ongoing training to develop and enhance the provider's skills;

(3) be informed about ways to contact the state agency in order to receive information and assistance to access supportive services for any child in the SFC provider's care;

(4) receive timely financial reimbursement for providing SFC services;

(5) be notified of any costs or expenses for which the SFC provider may be eligible for reimbursement;

(6) be provided a clear, written explanation of the individual treatment and service plan concerning the child in the SFC provider's home;

(7) receive, at any time during which a child is placed with the SFC provider, additional or necessary information that is relevant to the care of the child;

(8) be notified of scheduled permanency planning review meetings concerning the child in order to actively participate in the case planning and decision-making process regarding the child;

(9) provide input concerning the plan of services for the service recipient and to have that input be given full consideration in the same manner as information presented by any other professional on the team;

(10) communicate with other professionals who work with the service recipient within the context of the team including, but not limited to, therapists, physicians, and teachers;

(11) be given, in a timely and consistent manner, any

information regarding the child and the child's family that is pertinent to the care and needs of the service recipient and to the making of a permanency plan for the service recipient. Disclosure of information shall be limited to that information that is authorized by the provisions of Article V of the Oklahoma Children's Code for foster parents and Article VII of the Oklahoma Juvenile Code;

(12) be given reasonable notice of any change in or addition to the services provided to the service recipient pursuant to the service recipient's Plan;

(13) be given written notice of:

(A) plans to terminate the placement of the child with the SFC provider unless it is deemed an emergency, and

(B) the reason for the changes or termination in placement;

(14) be notified by the court in a timely and complete manner of all court hearings, including:

(A) notice of the date and time of any court hearing;

(B) the name of the judge or hearing officer hearing the case;

(C) the location of the hearing; and

(D) the court docket number of the case;

(15) be informed of decisions made by the court, or the state agency concerning the child;

(16) be considered as a preferred placement option when a child who was formerly placed with the SFC provider is to reenter SFC services at the same level and type of care, if that placement is consistent with the best interest of the child and other children in the SFC provider's home;

(17) be provided a fair, timely, and impartial investigation of complaints concerning the SFC provider's certification;

(18) be provided the opportunity to request and receive a hearing regarding decisions that affect certification retention;

(19) have timely access to the state agency's appeals process

and the right to be free from acts of harassment and retaliation by any other party when exercising the right to appeal;

(20) be given the number of the statewide toll-free Foster Parent Hotline; and

(21) file a grievance in accordance with the Developmental Disabilities Services Division (DDSD) Specialized Foster Care Grievance policy, OAC 317:40-5-66; and

(22) be informed of the process for filing a grievance.