

OKLAHOMA HEALTH CARE AUTHORITY  
HOME AND COMMUNITY-BASED WAIVER SERVICES  
FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES  
ADDENDUM I

PROVIDER TITLE: Homemaker Services

MINIMUM QUALIFICATIONS: Individual homemaker service Providers and Provider Agency direct care staff must complete the Oklahoma Department of Human Services/ Developmental Disabilities Services Division (OKDHS/DDSD) sanctioned training curriculum in accordance with the schedule authorized by DDSD.

Description of Services: Services are delivered to eligible members approved to receive DDSD Home and Community Based Services (HCBS). Homemaker services may include general household activities (meal preparation and routine household care) provided by a trained homemaker, when the regular caregiver responsible for these activities is temporarily absent or unable to manage the home and care for others in the home. Homemakers assist members with activities of daily living, when needed. Homemaker services may also include services provided to members on a short-term basis due to the need for relief of the caregiver. Services may be provided in any community setting as specified in the member's Individual Plan(IP).

Payment rates and service limitations for Homemaker Services will be as promulgated in the Oklahoma Health Care Authority (OHCA) Administrative Code.

Service Requirements:

A. Services

1. The Provider must deliver services in a manner that contributes to the member's enhanced independence, self-sufficiency, community inclusion and well-being.
2. The Provider serves as a member of the personal support team as described in OAC 340:100-5-50 through 100-5-58.
3. The Provider must make reasonable efforts to ensure members served through this Agreement are afforded freedom of choice in all aspects of service provision for which the Provider is responsible, unless such choice jeopardizes the member's independence and well-being.
4. The Provider must not provide services that duplicate the services mandated to be provided by the public school district pursuant to the Individuals With Disabilities Education Act.
5. 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.

6. The Provider may only claim reimbursement for services authorized and provided.
7. Agency Providers must execute the OKDHS/DDSD 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.

## B. Staffing

1. The Provider must secure a criminal background check, prior to employment or use as a volunteer, of any person providing services under this Agreement. Any person convicted of, or who has pled guilty or nolo contendere to, a felony or to misdemeanor assault and battery, in accordance with Title 56 O.S. Section 1025.2 must be prohibited from employment in any direct service capacity unless the Provider requests a waiver in writing and said prohibition is waived in writing by the DDSD Division Director. No waiver must be granted for offenses resulting in a felony conviction or plea of guilty or nolo contendere to a felony that occurred less than five (5) calendar years prior to the date of request. Mitigating circumstances, such as lapse of time since conviction and evidence of rehabilitation, must be considered in granting the waiver. In no case will a waiver be granted for employment of an individual convicted of, or who has pled guilty or nolo contendere to, a felony count of aggravated assault and battery, homicide, murder, attempted murder, rape, incest, sodomy or abuse, neglect, or financial exploitation of any person entrusted to the applicant's care. OKDHS assumes no responsibility for the actions of an individual employed subsequent to said waiver. Moreover, the Provider must indemnify and hold OKDHS harmless for any damages or attorney fees resulting from a claim that an employee subsequently abused, neglected or otherwise injured a person.

Before the Provider makes a permanent offer to employ, to contract with, or use as a volunteer, a community services worker applicant to provide health-related services, training, or supportive assistance to a person with a developmental disability, the Provider must obtain a community services worker registry review to determine if the name of the applicant seeking employment or contract has been entered on the registry pursuant to Title 56 O.S. Section 1025.3. If the name of the applicant seeking employment or contract is listed on the registry as having a final finding, the Provider must not hire the applicant.

2. The Provider must conduct a pre-employment screening in accordance with OAC 340-100-3-39 of the employment history of any person who is employed or utilized as a volunteer in the provision of services to reduce the potential for abuse, neglect or exploitation of members.
3. 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.
4. The Provider must assure that employees are specifically trained to meet the unique

needs of each member in accordance with OAC 340:100-3-38.

5. All Provider employees with direct contact responsibility are at least 18 years old.
6. The Provider agrees to work cooperatively with the Department to reduce direct care staff turnover rates and will use OKDHS' 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 OKDHS' automated staff turnover reporting system. OKDHS 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 1<sup>st</sup> and must submit a comprehensive turnover reduction plan no later than November 1<sup>st</sup>. The plan must be satisfactorily implemented no later than December 1<sup>st</sup>. The Provider may request the technical assistance of OKDHS in developing the comprehensive turnover reduction plan.

C. Special Assurances

1. Provider must comply with approved policies and procedures of OHCA and OKDHS that govern any aspect of service provision.
2. 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.
  - a. In the event of such a threat, the Provider must immediately notify OKDHS of the nature of the situation and must notify OKDHS upon resolution of the threatening situation.
  - b. The Provider must complete and regularly review incident and injury reports in accordance with OAC 340:100-3-34.
3. The Provider must cooperate with other entities supplying service to members served through this Agreement.
4. Provider must receive reimbursement for providing services to only one member at a given time. This does not preclude said services from being provided to members in group settings (e.g., one direct contact staff supplying three hours of waiver service simultaneously to three members may only claim for three hours of reimbursement, not nine).
5. The Provider must report all cases of suspected abuse or neglect of children in accordance with Title 10, O.S., Section 7101 et seq. and all cases of suspected abuse, neglect or exploitation of adults in accordance with Title 43A, O.S., Section 10-101 et seq.
6. The Provider must protect the confidentiality of any member served through this Agreement.
7. The Provider assures reasonable access to its facilities, employees, individuals

served, and all records to enable OHCA, OKDHS and their duly authorized agents to monitor the Provider's compliance with terms of this Agreement.

8. The Provider must carry sufficient insurance to indemnify persons for injury to their person or property occasioned by an act of negligence or malfeasance by the Provider if the Provider employs two or more persons in the performance of this Agreement.
9. The Provider must refund overpayments to OHCA within sixty (60) days notification of overpayment. For the purpose of this Agreement, overpayment includes payment for services not rendered in accordance with the provisions of this Agreement. If the Provider fails to make a timely refund of overpayment, OHCA will recoup the amount due from subsequent payments.
10. The parties hereto further agree that fixing the amount of actual damages due OKDHS from Provider for any non-performance of its duties pursuant to this Agreement would be impractical and extremely difficult. For that reason, the parties hereto agree OKDHS, 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 OKDHS or OHCA and they must be free to pursue any and all remedies available either in law or in equity.
11. Providers (Independent HTS, Respite, and Homemaker Providers are excluded from this requirement) that receive in excess of \$50,000 per year in state or waiver funds from OKDHS 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 D 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 OKDHS 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 D Supplemental Information guide, to be a contractual noncompliance and should report such in accordance with Government Auditing Standards, indicating material noncompliance when DDS D 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. OKDHS retains the right to approve the selection of and examine the workpapers of said auditor. No approval will be withheld unreasonably.

The Provider must submit two (2) copies of the annual audit report to the OKDHS 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 sixty (60) additional days.