

DEVELOPMENTAL DISABILITIES ADMINISTRATION (DDA)  
**Out-of-Home Services Acknowledgement**

This acknowledgement outlines the rights and responsibilities of the client, parent or legal guardian, and the licensed or certified provider while a child is receiving Out-of-Home services.

CHILD'S NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH	ADSA ID NUMBER
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LOCATION ADDRESS

**Parent / Legal Guardian Acknowledgement**

By signing this document, I, \_\_\_\_\_, as the parent(s) / legal guardian of \_\_\_\_\_ acknowledge:

1. DSHS/DDA are offering services through Medicaid Home and Community Based Waiver Services or Roads to Community Living grant.
2. Services that are provided under the DDA person-centered service plan are voluntary and services may be terminated at any time by either party.
  - a. Parent or legal guardian may terminate services at any time, regardless of cause. 30-day written notice is requested but not required.
  - b. If a licensed or certified provider terminates a client's out-of-home services, the provider must:
    - i. Notify the client's parent or legal guardian, DDA, and the client's school in writing at least 30 days before the termination;
    - ii. Provide one of the following termination reasons:
      1. The provider cannot meet the needs of the client;
      2. The client's safety or the safety of the other people in the home or facility is endangered; or
      3. The provider ceases to operate; and
    - iii. Participate in the development of a transition plan.
  - c. If a provider terminates a client's out-of-home services, DDA will assess the client's health and welfare needs and authorize services within the scope of the HCBS waiver or RCL.
3. Enrollment in out-of-home services does not affect my legal rights and responsibilities as a parent or legal guardian;
4. My child is currently not in custody of the Department of Children, Youth and Families (DCYF) pursuant to RCW 13-34-050 or 26.44.050, placed in shelter care pursuant to RCW 13-34-060, or placed in foster care pursuant to RCW 13.34.130;
5. I retain legal custody of my child's placement and care, including:
  - a. Authorizing medical care for my child; and
  - b. Making all legal decisions for my child including those surrounding general and special education services.
6. I continue to be legally responsible for:
  - a. Caring for my child;
  - b. My child if out-of-home services are disrupted; and
  - c. The cost of my child's care, including room and board and basic expenses that are not covered by private insurance, Medicare, the Medicaid state plan, or other funding sources.
7. My child has the following individual rights as required under HCBS settings rule which **may be modified as necessary** on a case by case basis where developmentally appropriate: [42 C.F.R. Section 441.530](#) and [Chapter 71A.26 RCW](#).
  - a. Each individual has privacy in their sleeping or living unit:
    - i. Bedrooms have doors that are lockable by the individuals, with only appropriate staff having keys or code.
    - ii. Individuals sharing a home have a choice of roommates in that setting.
    - iii. Individuals have the freedom to furnish and decorate their sleeping and living units as long as decorations do not damage the unit. In the case of common areas within a shared living unit, individuals are expected to collaborate with housemates. The provider agency will facilitate this process as needed.
  - b. Individuals must be able to:
    - i. Control their own schedules and activities;
    - ii. Access food at all times;
    - iii. Have visitors of their choosing at any time; and
    - iv. Access their bedroom and all common areas of their home.

**Parent / legal guardian agrees:**

I agree to fulfill the following responsibilities while my child receives out-of-home services:

1. I must keep my DDA case manager informed of my current address and telephone number and notify my case manager within seven days if my contact information has changed.
2. I must maintain weekly contact with my child and actively participate in care planning for my child.
3. I must participate in the development and ongoing and annual assessment of my child's individual educational plan and maintain regular communication with the licensed or certified provider and school representatives.
4. I must coordinate all medically necessary physical or behavioral health benefits available through private insurance, Medicare, or the Medicaid state plan and communicate and coordinate these benefits with the licensed or certified provider.
5. I must apply for income and benefits available to my child and provide the necessary information to keep them active.
6. I must participate in:
  - a) The development and implementation of the child and family engagement plan;
  - b) Team meetings; and
  - c) The DDA annual assessment, including the person-centered service plan.
7. I am responsible for ensuring management of my child's finances including social security or supplemental security income as well as complying with the client responsibility and basic expenses. I understand that I can elect to do this myself, or I can establish a representative payee to do so on my child's behalf.
8. I must ensure payment of the client responsibility or basic expenses. Nonpayment may jeopardize my child's services with a provider.

I must provide DDA with a copy of the court ordered shared parenting plan and/or divorce decree when applicable.

SIGNATURE OF CLIENT (IF OVER 18)	DATE
SIGNATURE OF PARENT / LEGAL GUARDIAN	DATE
SIGNATURE OF PARENT / LEGAL GUARDIAN	DATE

I, \_\_\_\_\_, (PRINT PARENT'S NAME) certify under penalty of perjury that the following is true and correct, that I have legal custody of the child, or the child resides with me a majority of the time as specified in a parenting plan, or I have the authority pursuant to a parenting plan to consent to this agreement.

\_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
SIGNATURE OF PARENT / LEGAL REPRESENTATIVE                      DATE                      LOCATION (CITY, STATE)

**Provider Acknowledgement**

CHILD'S NAME (FIRST, MIDDLE, LAST)	DATE OF BIRTH	ADSA ID NUMBER
LOCATION ADDRESS	CONTACT NAME	PHONE NUMBER

By signing this document, we, \_\_\_\_\_, **as the certified or licensed provider acknowledge and agree to the following:**

1. DSHS/DDA are offering services through Medicaid Home and Community Based Waiver Services or Roads to Community Living.
2. Services that are provided under the DDA person-centered service plan are voluntary and services may be terminated at any time by either party.
  - a. Parent or legal guardian may terminate services at any time, regardless of cause. 30-day written notice is requested but not required.
  - b. If a licensed or certified provider terminates a client's out-of-home services, the provider must:
    - i. Notify the client's parent or legal guardian, DDA, and the client's school in writing at least 30 days before the termination;
    - ii. Provide one of the following termination reasons:
      1. The provider cannot meet the needs of the client;
      2. The client's safety or the safety of the other people in the home or facility is endangered; or
      3. The provider ceases to operate; and
    - iii. Participate in the development of a transition plan.
  - c. If a provider terminates a client's out-of-home services, DDA will assess the client's health and welfare needs and authorize services within the scope of the HCBS waiver or RCL.

3. Assist in accessing non-DDA related services including but not limited to education and medically necessary treatments such as behavioral health therapies. This includes participation in IEP and child and family team meetings.
4. Provider will participate in the creation and implementation of a Child and Family Engagement Plan or Out-of-Home Services Agreement (18 – 20).
5. The above client has the following individual rights as required under HCBS settings rule which **may be modified as necessary** on a case by case basis where developmentally appropriate: [42 C.F.R. Section 441.530](#) and [Chapter 71A.26 RCW](#).
  - a. Each individual has privacy in their sleeping or living unit:
    - i. Bedrooms have doors that are lockable by the individuals, with only appropriate staff having keys or code.
    - ii. Individuals sharing a home have a choice of roommates in that setting.
    - iii. Individuals have the freedom to furnish and decorate their sleeping and living units as long as decorations do not damage the unit. In the case of common areas within a shared living unit, individuals are expected to collaborate with housemates. The provider agency will facilitate this process as needed.
  - b. Individuals must be able to:
    - i. Control their own schedules and activities;
    - ii. Access food at all times;
    - iii. Have visitors of their choosing at any time; and
    - iv. Access their bedroom and all common areas of their home.

SIGNATURE OF CERTIFIED OR LICENSED PROVIDER

DATE

SERVICES START DATE (ANTICIPATED IF NOT YET IN SERVICE)

**When will this form be completed?**

This form is completed by the social service specialist or case resource manager and signed by the client (if over 18), parent or legal guardian, and licensed or certified provider upon mutual acceptance of out-of-home services and as part of the annual assessment. A copy should be provided to the client (if over 18), parent or legal guardian, licensed or certified provider, and the social service specialist.

**How often must this form be completed?**

This form is to be signed by all parties annually at the time of the child or youth's CARE assessment.

**What if the client and/or legal guardian do not agree to the terms of this acknowledgment?**

If the client and/or parent or legal guardian do not agree to the terms of this acknowledgement, the client is not able to remain in his/her current placement. The social worker should consult with his/her supervisor on what the next steps will be. The social worker should initiate notification and appeal right procedures. If no hearing is filed by the effective date on the Planned Action Notice, proceed with termination of services. If an appeal is filed regarding termination, proceed with continued services until the outcome is determined.

**What are HCBS settings rules?**

The federal Center for Medicare and Medicaid Services requires Home and Community-Based Services to follow certain rules. States must follow and enforce these rules to maintain waiver services. These rules are known as the HCBS Setting rules.

You can read more about these rules:

- [Client Rights - RCW 71A.26.030](#)
- [Client Rights - WAC 388-823-1095](#)
- [Home and Community Based Settings - WAC 388-823-1096](#)
- [Federal Settings Rules - 42 CFR 441.301](#)

**What is Integrated Settings?**

In 2014, the Centers for Medicare and Medicaid Services (CMS) implemented final home and community-based services (HCBS) regulations that issue new requirements to enhance the quality of HCBS and provide additional protections to people who receive services under some Medicaid authorities. DDA services must be provided in a way that is integrated with an individual's community and to the same degree of access as individuals not receiving HCBS.

**We have a concern about health or safety, how can we address these with regard to the integrated settings rules?**

If concerns impact client rights and a modification to the rule needs to be made, the reason needs to be documented in the Person-Centered Service Plan (PCSP) and a functional assessment and positive behavior support plan must be completed. Their plan must:

- Identify and describe the concern;
- Document other interventions attempted to meet their needs, but were unsuccessful;
- Clearly document the proposed interventions;
- Have a written plan to collect data to determine if the new interventions are successful;
- Include the frequency which the team will convene to review data and determine if interventions remain necessary;
- Include the client (if over 18) and parent or legal guardian written agreement.