

Developmental Disabilities Administration (DDA)
**Residential Habilitation for
Dependent Youth Acknowledgement**

This acknowledgement outlines the rights and responsibilities of the client, legal representative, and the licensed or certified provider while a child is receiving children’s residential habilitation services through the Residential Habilitation for Dependent Youth (RHDY) program.

Child’s Name (First, Middle, Last)	Date of Birth	ADSA ID Number
RHDY Location Address		

Legal Representative Acknowledgement

1. DSHS / DDA are offering services through Medicaid Home and Community Based Waiver Services.
2. Services that are provided under the DDA person-centered service plan are voluntary and services may be discontinued at any time by either party.
 - a. Legal representative may end services at any time, regardless of cause. 30-day written notice is requested but not required.
 - b. If a licensed or certified provider is unable to continue supporting a client, the provider must follow the procedures outlined in WAC 388-842.
 - c. If a provider is no longer able to support a client, DDA will assess the client’s health and welfare needs and authorize services within the scope of the HCBS waiver.
3. A DCYF representative will make decisions (or appoint a decision maker) on behalf of the youth, including:
 - i. Authorizing medical care; and
 - ii. Making all legal decisions including those surrounding general and special education services.
4. DCYF remains responsible for:
 - i. Ensuring continued HCBS waiver eligibility;
 - ii. Care and custody of the client if services disrupt; and
 - iii. Costs associated with maintenance and supervision.
5. The 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.

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Parent / legal guardian agrees:

To fulfill the following responsibilities while the client receives children’s residential habilitation for dependent youth services:

1. The DDA case manager must be informed of any case worker or legal status changes.
2. Maintain face to face health and safety visits every 30 days and participate in care planning for the client.
3. Participate in the development and ongoing and annual assessment of the client’s individual educational plan and maintain regular communication with the RHDY provider and school representatives.
4. Identify a representative who is able to make decisions on behalf of the youth to attend medical and dental appointments and provide consents as required per WAC 110-145-1845.
5. Apply for and maintain eligibility for income and benefits available to client including SSI and SSDI.
6. Participate in:
 - a) The development and implementation of the RHDY Engagement Plan;
 - b) Individual team meetings; and
 - c) The DDA annual assessment, including the person-centered service plan.
7. Identify a representative payee to manage client’s financial resources.
8. Provide DDA with updated copies of any dependency court orders and family time plans, including limitations on parental or family contact.

Signature of Client (if over 18)	Date
Signature of DCYF Social Worker	Date
Signature of Parent / Legal Guardian (if applicable)	Date

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.
2. Services that are provided under the DDA person-centered service plan are voluntary and services may be discontinued at any time by either party.
 - a. Legal representative may end services at any time, regardless of cause. 30-day written notice is requested but not required.
 - b. If a licensed or certified provider is unable to continue supporting a client, the provider must:

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- i. Notify the legal representative and the DDA social service specialist, in writing at least 30 days before the discontinuation of services;
 - 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 ends a client's RHDY services, DDA will assess the client's health and welfare needs and authorize services within the scope of the HCBS waiver.
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 individual team meetings.
4. Provider will participate in the creation and implementation of a RHDY Engagement Plan or RHDY 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;
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 - iv. Access their bedroom and all common areas of their home.

Signature of Certified or Licensed Provider	Date
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Services Start Date (anticipated if not yet in service)

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