

1 **8.508 CHILDREN'S HABILITATION RESIDENTIAL PROGRAM**

2 ~~The Children's Habilitation Residential Program is a residential services and support~~
3 ~~program for children and youth who are developmentally disabled as defined in Section~~
4 ~~27-10.5-102 (11), C.R.S. (See 8.508.170, E.) Children under the age of five who are~~
5 ~~developmentally delayed are included only when their developmental delay is~~
6 ~~accompanied by significant medical and/or behavioral needs. The children are placed~~
7 ~~through Colorado County Departments of Social/Human Services. The children are at~~
8 ~~risk of institutionalization and the program serves as an alternative to placement to~~
9 ~~Intermediate Care Facilities for the Mentally Retarded (ICF/MR).~~

10 ~~The services provided through this program serve as an alternative to ICF/MR~~
11 ~~placement for children birth to twenty-one years of age who meet the eligibility criteria~~
12 ~~and the Level of Need Screening Guidelines. The services provided through the~~
13 ~~Children's Habilitation Residential Program (CHRP) shall be limited to:~~

- 14 ~~Self-Advocacy Training~~
- 15 ~~Independent Living Training~~
- 16 ~~Cognitive Services~~
- 17 ~~Communication Services~~
- 18 ~~Counseling and Therapeutic Services~~
- 19 ~~Personal Care Services~~
- 20 ~~Emergency Assistance Training~~
- 21 ~~Community Connection Services~~
- 22 ~~Travel Services~~
- 23 ~~Supervision Services~~
- 24 ~~Respite Services~~

25 ~~when deemed to be appropriate and adequate by the child's physician, and these~~
26 ~~services shall be provided in the community, as available.~~

27 ~~CHRP services for children with developmental disabilities shall be provided in~~
28 ~~accordance with these rules and regulations.~~

29
30 **8.508.10 PROGRAM ADMINISTRATION**

31 A. ~~The Children's Habilitation Residential Service Program for children with~~
32 ~~developmental disabilities is administered by the Colorado Department of Human~~
33 ~~Services (CDHS), Division of Child Welfare under the oversight of the~~
34 ~~Department of Health Care Policy and Financing.~~

35 B. ~~CHRP services do not constitute an entitlement to services, from either the~~
36 ~~Department of Health Care Policy and Financing or the Department of Human~~
37 ~~Services.~~

1 ~~C. CHRP services are subject to approval of a waiver under Section 1915c of the~~
2 ~~Social Security Act by the Center for Medicare and Medicaid Services.~~

3 ~~D. CHRP services are subject to annual appropriations by the Colorado General~~
4 ~~Assembly.~~

5 ~~E. The Department of Human Services, Division of Child Welfare shall limit the~~
6 ~~utilization of the CHRP based on:~~

7 ~~1. The federally approved capacity of the waiver;~~

8 ~~2. Cost effectiveness (see Section 8.508.80); and~~

9 ~~3. Within the total appropriation limitations when enrollment is, projected to exceed~~
10 ~~spending authority.~~

11
12 **8.508.10 LEGAL BASIS**

13 The Home and Community Based Services- Children's Habilitation Residential
14 Program (HCBS-CHRP) is authorized by waiver of the amount, duration, and scope of
15 services requirements contained in Section 1902(a)(10)(B) of the Social Security Act,
16 42 U.S.C. § 1396a(2011). The waiver is granted by the United States Department of
17 Health and Human Services under Section 1915(c) of the Social Security Act, 42
18 U.S.C. § 1396n(2011).

19
20 **8.508.20 PROGRAM PROVISIONS**

21 Colorado has authority to provide the following services under the CHRP:

22 ~~A. CHRP services are provided as an alternative to institutional placement for~~
23 ~~children with developmental disabilities and are limited to self-advocacy~~
24 ~~training, independent living training, cognitive services, communication~~
25 ~~services, counseling and therapeutic services, personal care services,~~
26 ~~emergency assistance training, community connection services, travel~~
27 ~~services, and supervision services.~~

28 ~~B. Children eligible for services under the CHRP waiver are eligible for all~~
29 ~~other Medicaid services for which they qualify and must first access all~~
30 ~~benefits available under the regular Medicaid State Plan and/or Medicaid~~
31 ~~EPSDT (Early and Periodic Screening, Diagnosis and Treatment)~~
32 ~~coverage prior to accessing funding for those same services under the~~
33 ~~CHRP.~~

1 ~~C. Case management services will be provided by the county department as~~
2 ~~an administrative activity and include:~~

3 ~~1. Assessment of the individual's needs to determine if CHRP~~
4 ~~services are appropriate;~~

5 ~~2. Completion of the Individualized Plan (IP); and~~

6 ~~3. Submission of the Individualized Plan to the Colorado Department~~
7 ~~of Human Services, Division of Child Welfare Services, for review~~
8 ~~and approval for CHRP waiver services. These Individualized Plans~~
9 ~~are also subject to review by the Department of Health Care Policy~~
10 ~~and Financing.~~

11 ~~D. The individual receiving services and his/her family or guardian and~~
12 ~~placing County Department of Social/Human Services are responsible for~~
13 ~~participating with the services provider in:~~

14 ~~1. Developing the Individualized Plan;~~

15 ~~2. Cooperating with implementation of the service plan;~~

16 ~~3. Choosing to receive services through the CHRP waiver.~~

17
18 **8.508.17020 DEFINITIONS**

19 ~~Habilitative services are defined as those services which are recommended by a~~
20 ~~licensed practitioner, as defined in §26-4-527(3), C.R.S. to assist clients with~~
21 ~~developmental disabilities eligible under the State Plan to achieve their best possible~~
22 ~~functional level. All clients of Residential habilitation services and supports will receive~~
23 ~~some type of habilitation services in order to acquire, retain, or improve self-help,~~
24 ~~socialization, or other skills needed to reside in the community. Some clients may~~
25 ~~receive a combination of habilitative services (skill building) and support services (a task~~
26 ~~performed for the client, where learning is secondary or incidental to the task itself).~~

27
28 Abuse: ~~The non-accidental infliction of physical pain or injury, as demonstrated by, but~~
29 ~~not limited to, substantial or multiple skin bruising, bleeding, malnutrition, dehydration,~~
30 ~~burns, bone fractures, poisoning, subdural hematoma, soft tissue swelling, or~~
31 ~~suffocation; confinement or restraint that is unreasonable under generally accepted~~
32 ~~caretaking standards; or subjection to sexual conduct or contact classified as a crime~~
33 ~~under the "Colorado Criminal Code," Title 18, C.R.S. As defined at §25.5-10-202 (1) (a)-~~
34 ~~(c), C.R.S.~~

1 ~~Activities of Daily Living (ADL): Means basic self-care activities including bathing, bowel~~
2 ~~and bladder control, dressing, eating, independent ambulation, transferring, and~~
3 ~~needing supervision to support behavior, medical needs and memory cognition.~~

4
5 ~~Adverse Action: Means a denial, reduction, termination, or suspension from a long-~~
6 ~~term services and supports program or service.~~

7
8 ~~Applicant: Means aAn individual child or youth who is seeking a Long-Term Care~~
9 ~~eligibility determination and who has not affirmatively declined to apply for Medicaid or~~
10 ~~participate in an assessment.~~

11
12 ~~Assessment: The process of collecting and evaluating information for the purpose of~~
13 ~~developing an individual child plan on which to base services and referral. The~~
14 ~~assessment process is both initial and ongoing.~~

15
16 ~~Care-Taker: Means a person who: As defined at §25.5-10-202 (1.6) (a)-(c).~~

17
18 ~~Is responsible for the care of a person with an intellectual or developmental~~
19 ~~disability as a result of a family or legal relationship;~~

20
21 ~~Has assumed responsibility for the care of a person with an intellectual or~~
22 ~~developmental disability; or~~

23
24 ~~Is paid to provide care, services, or oversight of services to a person with an~~
25 ~~intellectual or developmental disability.~~

26
27 ~~Caretaker neglect: As defined at §25.5-10-202 (1.8) (a)-(c).~~

28
29 ~~Case Management Agency (CMA): Means a public or private not-for-profit~~
30 ~~for-profit agency that meets all applicable state and federal requirements and is~~
31 ~~certified by the Department to provide case management services for Home and~~
32 ~~Community Based Services waivers pursuant to sections 25.5-10-209.5 and~~
33 ~~pursuant to a provider participation agreement with the state department.~~

34
35 ~~Case Management: Activities that are intended to ensure that clients receive the~~
36 ~~services they need, that services are coordinated, and that services are appropriate to~~
37 ~~the changing needs and stated desires of the clients and families over time. The goals~~
38 ~~of case management are: 1) to bring about positive changes in client's status; 2) to~~
39 ~~assist clients hi reaching their highest potential; and 3) to achieve the best possible~~
40 ~~quality of life for clients and their families in the community. Goals are developed to the~~
41 ~~extent possible among case managers, referral sources, families and clients.~~

42
43 ~~Client: A child or youth who is receiving habilitative services in the Children's~~
44 ~~Habilitation Residential Program Means aAn individual child or youth who meets long-~~
45 ~~term~~
46 ~~services and supports eligibility requirements and has been approved for and~~

1 agreed to receive Home and Community Based Services (HCBS) -
2

3 Client Representative: Means a person who is designated to act on the Client's
4 behalf. A Client Representative may be: (a) a legal representative including, but
5 not limited to a court-appointed guardian, or a parent of a minor child; or (b) an
6 individual, family member or friend selected by the client to speak for an/or act on
7 the client's behalf.
8
9

10 Community Centered Board (CCB): Means a private corporation, for-profit or
11 not-for-profit that is designated pursuant to section 25.5-10-209, C.R.S.,
12 responsible for conducting level of care evaluation and determination for Home
13 and Community Based Service waivers specific to individuals with intellectual
14 and developmental disabilities.
15

16 Community Centered Board means a private corporation, for-profit or not-for-profit that
17 is designated pursuant to Section 25.5-10-209, C.R.S., responsible for, but not limited to
18 conducting Developmental Disability determinations, waiting list management Level of
19 Care Evaluations for Home and Community Based Service waivers specific to
20 individuals with intellectual and developmental disabilities, and management of State
21 Funded programs for individuals with intellectual and developmental disabilities.
22

23 Complex Behavior Supports: Behavior Needs that occurs related to a diagnosis by a
24 licensed physician, psychiatrist, or psychologist that includes one or more substantial
25 disorders of the cognitive, volitional or emotional process that grossly impairs judgment
26 or capacity to recognize reality or to control behavior.
27

28 Complex Medical Needs Supports: Needs that occur as a result of a chronic medical
29 condition as diagnosed by a licensed physician that has lasted or is expected to last at
30 least twelve (12) months, requires skilled care, and that without intervention may result
31 in a severely life altering condition.
32

33 Comprehensive Assessment: Means an initial assessment or periodic reassessment
34 of individual needs to determine the need for any medical, educational, social or other
35 services and completed annually or when the client experiences significant change in
36 need or in level of support.
37

38 Cost Containment: Means limiting the cost of providing care in the community to less
39 than or equal to the cost of providing care in an institutional setting based on the
40 average aggregate amount. The cost of providing care in the community shall include
41 the cost of providing Home and Community Based Services, and Medicaid State Plan
42 benefits including long- term home health services and targeted case management.
43

44 Cost Effectiveness: Means the most economical and reliable means to meet an
45 identified need of the client.

1
2 County Caseworker: A designated representative from the local County Department of
3 Social/Human Services.

4
5 Criminal Activity: A criminal offense that is committed by a person; aA violation of
6 parole or probation; and aAny criminal offense that is committed by a person receiving
7 services that results in immediate incarceration.

8
9 Crisis: An event, series of events, and/or state of being greater than normal severity for
10 the Client and/or family
11 that becomes outside the manageable range for the child or youth Client and/or their
12 Caretakers/givers family and poses a danger to self, family, and/or the community.
13 Crisis may be self-identified, family identified, and/or identified by an outside party.

14
15 Critical Incident: Incidents of Mistreatment; Abuse; Neglect; Exploitation, Criminal
16 Activity; Damage to Consumer Client's Property/Theft; Death unexpected or expected;
17 Injury/Illness to Client; Medication Mismanagement; Missing Person; Unsafe
18 Housing/Displacement; and/or Other Serious Issues.

19
20 Department: TMeans the Colorado Department of Health Care Policy and Financing,
21 the single state Medicaid agency.

22
23 Damage to Consumer Client's Property/Theft: Deliberate damage, destruction, theft or
24 use a
25 waiver recipient's Client's belongings or money. -If the incident involves is Mistreatment
26 by a
27 Caretaker that results in damage to consumer's Client's property or theft in the incident
28 shall be
29 listed as Mistreatment.

30
31 Developmental Delay: means a child who is:
32 Birth up to age five (5) and has a developmental delay defined as the
33 existence of at least one of the following measurements:

34
35 Equivalence of twenty-five percent (25%) or greater delay in one (1) or more of
36 the five domains of development when compared with chronological age;:

37
38 Equivalence of 1.5 standard deviations or more below the mean in one (1) or
39 more of the five domains of development;:

40
41 Has an established condition defined as a diagnosed physical or mental
42 condition that, as determined by a qualified health professional utilizing
43 appropriate diagnostic methods and procedures, has a high probability of
44 resulting in significant delays in development, or
45

1 Birth up to age three (3) who lives with a parent who has been determined to
2 have a developmental disability by a CCBcommunity Centered Board.

3
4 Developmental Disability: A disability that is manifested before the child reaches
5 ~~twenty-two years of age, which constitutes a substantial disability to the affected~~
6 ~~individual, and is attributable to mental retardation or related conditions which~~
7 ~~include cerebral palsy, epilepsy, autism, or other neurological conditions when~~
8 ~~such conditions result in impairment of general intellectual functioning or adaptive~~
9 ~~behavior similar to that of a person with mental retardation. It includes children~~
10 ~~less than five years of age with slow or impaired development at risk of having a~~
11 ~~developmental disability.~~

12 Early and Periodic Screening Diagnosis and Treatment (EPSDT): The Means the child
13 health component of the Medicaid State Plan for a Medicaid eligible Client up age to
14 21 years of age.

15
16 Exploitation: An act or omission committed by a person who: Uses deception,
17 harassment, intimidation, or undue influence to permanently or temporarily deprive a
18 person of the use, benefit, or possession of anything of value; employs the services of a
19 third party for the profit or advantage of the person or another person to the detriment of
20 the person receiving services; Forces, compels, coerces, or entices a person to perform
21 services for the profit or advantage of the person or another person against the will of
22 the person receiving services; or Misuses the property of a person receiving services in
23 a manner that adversely affects the person to receive health care or health care benefits
24 or to pay fills for basic needs or obligations. As defined in §25.5-10-202 (15.5) (a)-(d)
25

26 Extraordinary Needs: The child or youth requires a A level of care due to Ccomplex
27 Bbehavior and/or Medical Support Needs that is provided in a residential child care
28 facility or that is provided through community based programs, and who, without such
29 care, would place a child is at risk of unwarranted child welfare involvement or other
30 system involvement.

31
32 Family: Defined in 27-10.5-102, C.R.S. Means a relationship as it pertains to the child
33 or youth and defined as: As defined at §25.5-10 (202) (16) (a) (I)-(IV)(b).

34
35 A mother, father, brother, sister or any combination;

36
37 Extended blood relatives such as grandparent, aunt, uncle, or cousin;

38
39 An adoptive parent;

40
41 One or more individuals to whom legal custody has been given by a court;

42
43 A spouse or,

44
45 The Client's child.

1
2 Family Foster Care Home: A family care home providing 24-hour care for a child or
3 children ~~and . It is a facility~~ certified by either a County Department of Social/Human
4 Services or a child placement agency. A ~~Ffamily Ffoster eCare Hh~~ome, for the purposes
5 of this waiver, shall not ~~include-be~~ a family member as defined in ~~27-10.5-102(15);~~
6 ~~C.R.S. §25.10-202-(16) (a) (I)-(IV)(b). A qualified family foster care home shall adhere~~
7 ~~to the service provision~~
8 ~~requirements of the waiver, as well as those specified and contained~~
9 ~~in CDHS Social Services Staff Manual (12 CCR 2509-6, 7.500 Resource Development).~~

10 ~~Qualifications: A qualified family foster home shall adhere to the service provision~~
11 ~~requirements of this waiver, as well as those specified and contained in CDHS Social~~
12 ~~Services Staff Manual (12 CCR 2509-6, 7.500 Resource Development).~~

13
14 Guardian: ~~AMeans-an~~ individual at least twenty-one years of age, resident or non-
15 resident, who has qualified as a guardian of a minor or incapacitated person pursuant to
16 appointment by a court. Guardianship may include a limited, emergency, and temporary
17 substitute court appointed guardian but not guardian ad litem.

18
19 Guardian ad litem" or "GAL" means a person appointed by a court to act in the best
20 interests of a child involved in a proceeding under title 19, C.R.S., or the "School
21 Attendance Law of 1963", set forth in article 33 of title 22, C.R.S., and who, if appointed
22 to represent a child in a dependency or neglect proceeding pursuant to article 3 of title
23 19, C.R.S., shall be an attorney-at-law licensed to practice in Colorado (C.R.S. 13-91-
24 103)

25
26 Home and Community Based Services (HCBS) Waivers: ~~SMeans-services and~~
27 supports authorized through a 1915 (c) waiver of the Social Security Act and provided in
28 community settings to a Cclient who requires a level of institutional care that would
29 otherwise be provided in a hospital, nursing facility or intermediate care facility for
30 individuals with intellectual disabilities (ICF-IID).

31
32 Increased Risk Factors: Situations or events that when occur at a certain frequency or
33 pattern historically have led to Crisis.

34
35 Individual: ~~Any Person such as a co-worker, neighbor, etc. who does not meet~~
36 ~~definition of a family member as described in 37-10.5-102(15). C.R.S.~~

37
38 Qualifications: ~~Any individual providing a service or support must receive training~~
39 ~~commensurate with the service or support to be provided and must meet any applicable~~
40 ~~state licensing and/or certification requirements.~~

41
42 Informed Consent: ~~Means-aAn informed assent that, which~~ is expressed in writing, ~~-and~~
43 is freely given, and . Consent shall always be preceded by the following:

1
2 A fair explanation of the procedures to be followed, including an identification of
3 those which are experimental;

4
5 A description of the attendant discomforts and risks;

6
7 A description of the ~~expected~~ ~~benefits to be expected~~;

8
9 A disclosure of appropriate alternative procedures together with an explanation of
10 the respective benefits, discomforts and risks;

11
12 An offer to answer any inquiries regarding the procedure(s);

13
14 An instruction that the person giving consent is free to withdraw such consent
15 and discontinue participation in the project or activity at any time; and,

16
17 A statement that withholding or withdrawal of consent shall not prejudice future
18 availability ~~provision of appropriate services and supports to individuals.~~

19 Injury/Illness to Client: An injury or illness that requires treatment beyond first aid which
20 includes lacerations requiring stitches or staples, fractures, dislocations, loss of limb,
21 serious burns, and skin wounds, etc.; ~~a~~An injury or illness requiring immediate
22 emergency medical treatment to preserve life or limb; aAn emergency medical
23 treatment that results in admission to the hospital; and aA psychiatric crisis resulting in
24 unplanned hospitalization.

25
26 Institution: Means a hospital, nursing facility, or ICF-IID for which the Department
27 makes Medicaid ~~P~~payments under the ~~S~~state Plan.

28
29 Intellectual and Developmental Disability: means a disability that manifests before the
30 person reaches twenty-two (22) years of age, that constitutes a substantial disability to
31 the affected person, and that is attributable to an intellectual and developmental
32 disability or related conditions, including Prader-Willi syndrome, cerebral palsy,
33 epilepsy, autism, or other neurological conditions when the condition or conditions result
34 in impairment of general intellectual functioning or adaptive behavior similar to that of a
35 person with an intellectual and developmental disability. Unless otherwise specifically
36 stated, the federal definition of "developmental disability" found in 42 U.S.C. sec. 15001
37 et seq., does not apply.

38
39 "Impairment of general intellectual functioning" means that the person has been
40 determined to have an intellectual quotient equivalent which is two or more
41 standard deviations below the mean (70 or less assuming a scale with a mean of
42 100 and a standard deviation of 15), as measured by an instrument which is
43 standardized, appropriate to the nature of the person's disability, and
44 administered by a qualified professional. the standard error of measurement of
45 the instrument should be considered when determining the intellectual quotient

1 equivalent. when an individual's general intellectual functioning cannot be
 2 measured by a standardized instrument, then the assessment of a qualified
 3 professional shall be used.

4
 5 “Adaptive behavior similar to that of a person with intellectual and developmental
 6 disabilities” means that the person has overall adaptive behavior which is two or
 7 more standard deviations below the mean in two or more skill areas
 8 (communication, self-care, home living, social skills, community use, self-
 9 direction, health and safety, functional academics, leisure, and work), as
 10 measured by an instrument which is standardized, appropriate to the person's
 11 living environment, and administered and clinically determined by a qualified
 12 professional. These adaptive behavior limitations are a direct result of, or are
 13 significantly influenced by, the person's substantial intellectual deficits and may
 14 not be attributable to only a physical or sensory impairment or mental illness.

15
 16 “Substantial intellectual deficits” means an intellectual quotient that is between 71
 17 and 75 assuming a scale with a mean of 100 and a standard deviation of 15, as
 18 measured by an instrument which is standardized, appropriate to the nature of
 19 the person's disability, and administered by a qualified professional. the standard
 20 error of measurement of the instrument should be considered when determining
 21 the intellectual quotient equivalent.

22
 23 Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID): AMeans
 24 a publicly or privately operated facility that provides health and habilitation services to a
 25 client with developmental disabilities or related conditions.

26
 27 Legally Responsible Person: Means the parent of a minor child, or the client's spouse.

28
 29 Level of Need Worksheet Care (LOC): A format to assess the child's level of need for
 30 services. Means tThe specified minimum amount of assistance a client child or youth
 31 must require in order to receive services in an institutional setting under the Medicaid
 32 State Plan.

33
 34 Level of Care Determination: A eligibility determination by a CCB of Means determining
 35 eligibility of an lindividual for a Long-Term Services and Supports (LTSS) program. and
 36 determined by a Community Centered Board.

37
 38 Level of Care Evaluation: AMeans a comprehensive evaluation with the lindividual
 39 seeking services and others chosen by the lindividual to participate, conducted by and
 40 an evaluation by the case manager utilizing the Department's prescribed tool, with
 41 supporting diagnostic information from the lindividual's medical providers, for the
 42 purpose of determining and to determine the lindividual's level of functioning for
 43 admission or continued stay in certain Long-Term Services and Supports (LTSS)
 44 programs.

45

1 Licensed Medical Professional: Means a person who has completed an academic
2 degree or certificate in a medically related profession. This is limited to those who
3 possess the following medical licenses: A physician, physician assistant, registered
4 nurse, and advanced practice nurse. and nurse governed by the respective practice
5 act.

6
7 Long-Term Services and Supports (LTSS): Means tThe services and supports used by
8 individuals of all ages with functional limitations and chronic illnesses who need
9 assistance to perform routine daily activities such as bathing, dressing, preparing meals,
10 and administering medications.

11
12 Medicaid Eligible: Means the Aapplicant or Celient meets the criteria for Medicaid
13 benefits based on the applicant's financial determination and disability determination.

14
15 Medicaid State Plan: Means Tthe federally approved document that specifies the
16 eligibility groups that a state serves through its Medicaid program, the benefits that the
17 state covers, and how the state addresses additional federal Medicaid statutory
18 requirements concerning the operation of its Medicaid program.

19
20 Medication Administration: Means assisting a client in the ingestion, application or
21 inhalation of medication, including prescription and non-prescription drugs, according to
22 the directions of the attending physician or other licensed health practitioner-Licensed
23 Medical Professional and making a written record thereof.

24
25 Medication Mis-Management: Issues with medication dosage, scheduling, timing, set-
26 up, compliance and administration or monitoring which results in harm or an adverse
27 effect which necessitates medical care.

28
29 Missing Person: A waiver participant is not immediately found, -their safety is at
30 serious risk, or there is a risk to public safety.

31
32 Mistreatment: "Mistreated" or "Mistreatment" means: As defined at §25.5-10-202 (29.5)
33 (a)-(e).

34
35 Abuse;

36
37 Neglect;

38
39 Exploitation;

40
41 An act or omission that threatens the health, safety, or welfare of a person ;

42
43 Or

44
45 An act or omission that exposes the person to a situation or condition that poses
46 an imminent risk of bodily injury.

1
2 Natural Supports: Means Non-paid informal relationships that provide assistance and
3 occur in the Client's everyday life such as, but not limited to, community supports and
4 relationships with family members, friends, co-workers, neighbors and acquaintances.

5
6 Neglect: Neglect that occurs when adequate food, clothing, shelter, psychological care,
7 physical care, medical care, habilitation, supervision, or other treatment necessary for
8 the health and safety of a person is not secured for or is not provided by a Caretaker in
9 a timely manner and with the degree of care that a reasonable person in the same
10 situation would exercise; or a Caretaker knowingly uses harassment, undue influence,
11 or intimidation to create a hostile or fearful environment for a waiver participant.

12
13 Other Serious Issues: Incidents that do not fall into one of the Critical Incident
14 categories.

15
16 Predictive Risk Factors: Known situations, events, and characteristics that indicate a
17 greater or lesser likelihood of success of Crisis interventions.

18 Prior Authorization: Means approval for an item or service that is obtained in advance
19 either from the Department, a state fiscal agent or the CMAase Management Agency.

20
21 Professional: Any person, except a family member as described in 27-10.5-102(15),
22 C.R.S. Section 8-508.170 at §25.5-10-202 (16) (a) (I)-(IV)(b) performing an occupation
23 that is regulated by the State of
24 Colorado and requires state licensure and/or certification. Any person performing a
25 professional service must possess any and all license(s) and/or certifications(s) required
26 by the State of Colorado for the performance of that profession or professional service.

27
28 Qualifications: Any person performing a professional service must possess any and all
29 license(s) and/or certifications(s) required by the State of Colorado for the performance
30 of that profession or professional service.

31
32 Professional Medical Information Page (PMIP): Means the medical information form
33 signed by a Licensed Medical Professional used to verify that a the eClient needs
34 institutional Level of Care.

35
36 Programming: A plan that provides intensive, comprehensive, longitudinal instruction to
37 help the child achieve his or her best possible functioning level.

38
39 Relative: Means a person related to the client by virtue of blood, marriage, adoption or
40 common law marriage. the medical information form signed by a licensed medical
41 professional used to verify the client needs institutional Level of Care.

42
43 Retrospective Review: Means The Department's review after services and supports
44 are provided to ensure the Client received services according to the service plan and
45 standards of economy, efficiency and quality of service.

46

1 Separation: ~~T~~Means the restriction of a resident (Client) for a period of time to a
2 designated area from which the is not physically prevented from leaving, for the purpose
3 of providing the resident (Client) an opportunity to regain self-control.

4
5 Service Agency: ~~A~~Means a licensed 24-hour child care facility, which could include a
6 Foster Care hHome, child placement agency, and/or Medicaid enrolled provider.
7 Service Plan: ~~Means t~~The written document that specifies identified and needed
8 services, to include Medicaid and non-Medicaid covered services regardless of funding
9 source, to assist a Celient to remain safely in the community and developedment in
10 accordance with the Department's rules set forth in Department regulations.

11
12 Service Planning: ~~T~~Means the process of working with the lindividual receiving services
13 and people chosen by the lindividual, to identify goals, needed services, individual
14 choices and preferences, and appropriate service providers based on the
15 Comprehensive Assessment on the individual seeking or receiving services'
16 assessment and knowledge of the individual and of available community resources.
17 Support planning informs the lindividual seeking or receiving services of his or her rights
18 and responsibilities.

19
20 Specialized Group Facility: As defined in 12 CCR 2509-9.7.709.1.

21
22 Support: ~~Mean~~As any task performed for the client where learning is secondary or
23 incidental to the task itself or an adaptation is provided.

24
25 Support Level: ~~A~~ numeric value determined by the Ssupport Næed Llevel
26 Assessment that places clients into groups with other clients who have similar overall
27 support needs.

28
29 Support Need Level Assessment: ~~T~~means the standardized assessment tool used to
30 identify and measure the practical support requirements for HCBS-CHRP waiver
31 participants.

32
33 Targeted Case Management (TCM): ~~Means case management services provided to~~
34 individuals enrolled in the HCBS-CES, HCBS-DD, HCBS-SLS, and HCBS-CHRP
35 waivers in accordance with 10 CCR 2505-10, Section 8.760 et seq. Targeted Case
36 Management includes needs assessment, support plan development, referral and
37 related activities and monitoring. Has the same meaning as in section 8.761.

38
39 Third Party Resources: ~~S~~Means services and supports that a Celient may receive from
40 a variety of programs and funding sources beyond nNatural Ssupports or Medicaid.
41 Thisey may include, but is are not limited to community resources, services provided
42 through private insurance, non-profit services and other government programs.

43

1 Unsafe Housing/Displacement: An individual residing in an unsafe living condition due
2 to a natural event (such as fire or flood) or environmental hazard (such as infestation),
3 and is at risk of eviction or homelessness.
4

5 ~~II. Vendor: The supplier of a product or services to be purchased for a recipient of~~
6 ~~services under this waiver. Qualifications: In order to be approved as a vendor, the~~
7 ~~product or service to be delivered must meet all applicable manufacturer specifications,~~
8 ~~state and local building codes, and Uniform Federal Accessibility Standards. In addition,~~
9 ~~such expenses over \$1,000 should be chosen through a bid process. When a bid~~
10 ~~process is used and the lowest bid is not chosen, proper justification for selection of a~~
11 ~~vendor with a higher bid must be documented.~~
12

13 Waiver Service: OMeans optional services defined in the current federally approved
14 waivers and do not include Medicaid State Plan benefits.
15

16 Wraparound Facilitator: AMeans a person who has a Bachelor's degree in a human
17 behavioral science or related field of study and is certified in a wraparound training
18 program. Experience working with LTSSong Term Services and Supports populations
19 in a private or public social services agency may substitute for the Bachelor's degree
20 required education on a year for year basis. When using a combination of experience
21 and education to qualify, the education must have a strong emphasis in a human
22 behavioral science field. The Person must also be certified in a wraparound certification
23 must include training in the following: program that must encompass:
24

25 Trauma informed care.

26 Youth mental health first aid.

27 Crisis supports and planning.

28 Positive Behavior Supports, behavior intervention, and de-escalation techniques.

29 Cultural and linguistic competency.

30 Family and youth serving systems.

31 Family engagement.

32 Child and adolescent development.

33 Accessing community resources and services.

34 Conflict resolution.

35 Intellectual and developmental disabilities.
36
37
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45
46

1 Mental health topics and services.

2
3 Substance abuse topics and services.

4
5 Psychotropic medications.

6
7 Motivational interviewing.

8
9 Prevention, detection, and reporting of Mistreatment, Abuse, Neglect, and
10 Exploitation.

11
12 Wraparound Plan: A single plan that incorporates all relevant supports, services,
13 strategies, and goals from other service/treatment plans in place and supports a child or
14 youth Client and his or her family, including a plan to maintain stabilization, prevent
15 Crisis, and/or for de-escalation of Crisis situations.

16
17 Wraparound Transition Plan: A single plan that incorporates all relevant supports,
18 services, strategies, and goals from other service/treatment plans in place and supports
19 a child or youth Client and his or her family, including a and family needs for the child or
20 youth to transition to the family home after out of home placement.

21 Wraparound Plan: A single plan that incorporates all relevant supports, services,
22 strategies, and goals from other service/treatment plans in place and supports a child or
23 youth Client and his or her family, including a plan to needs to maintain stabilization,
24 prevent Crisis, and/or for de-escalation of Crisis situations.

25
26 Wraparound Support Team: Case managers, Licensed Mmedical Pprofessionals,
27 behavioral health professionals, therapeutic support professionals, representatives from
28 education, and other relevant partiespeople involved in the support/treating the child or
29 youth (Client) and their his or her family.

30
31 Wraparound Transition Team: Case managers, Licensed Mmedical Pprofessionals,
32 behavioral health professionals, therapeutic support professionals, representatives from
33 education, and other relevant peoplearties involved in the support/treating the Client
34 child or youth and his or hertheir family.

35 8.508.30 SCOPE OF SERVICES

36 —The HCBS-CHRP waiver provides services and supports listed at Section
37 8.508.100 to eligible children and youth with Intellectual and
38 Developmental Disability, ies as defined in 25.5-10-202, C.R.S. with
39 extraordinary needs that put them at risk of, or in need of, out of home
40 placement. The children and youth and who are at risk of institutionalization,
41 and the waiver serves as an alternative to placement in Intermediate Care
42 Facilities for Individuals with Intellectual Disabilities (ICF-IID).

1 A. The services provided through this waiver serve as an alternative to ICF/IID
2 placement for children from birth to twenty-one years (21) of age who meet
3 the eligibility criteria and the Level of Care as determined by a Functional
4 Needs Assessment Level of Care Evaluation and Determination. The
5 services provided through the HCBS-CHRP waiver are shall be limited to:

- 6 1. Habilitation
- 7 2. Hippotherapy
- 8 3. Intensive Support
- 9 4. Massage Therapy
- 10 5. Movement Therapy
- 11 6. Respite
- 12 7. Supported Community Connection
- 13 8. Transition Support

14 B. HCBS-CHRP waiver services shall be provided in accordance with these rules
15 and regulations.

17 **8.508.3040 ELIGIBILITY**

18 A. Services shall be provided to children and youth with an intellectual and
19 Dedevelopmental Deisabilityies who meet all of the following program
20 eligibility requirements:

- 21 1. The child shall be determined eligible for developmental disabilities
22 services. A dDetermination of developmental disability by a CCB which
23 includes developmental delay if under five (5) years of age. by the
24 appropriate a Community Centered Board (CCB).
- 25 4.2. The Client child or youth has EExtraordinary behavioral or medical support
26 Nneeds that put the child or youth them at risk of, or in need of, out of
27 home placement.
- 28 2.3. The child is a Colorado child placed in foster care through a Colorado
29 County Department of Social/Human Services by court order. This
30 includes children placed through a voluntary agreement with the
31 Colorado County Department of Social/Human Services while awaiting
32 the court to take jurisdiction.

- ~~3. Waiver services to individuals age eighteen to 21 will be provided if the individual is in a court-ordered foster care placement through the County Department of Social/Human Services and the court order is in effect when the child reaches his/her eighteenth birthday.~~
- ~~4. The child is at risk of or has been reported/found to be abused and/or neglected or dependent, as defined in 19-3-102, C.R.S.~~
- ~~5. The child shall meet the out-of-home placement criteria as defined in Section 7.304.3, Colorado Department of Human Services Social Services Staff Manual (12 CCR 2509-4).~~
- ~~6. The child shall meet the Target Group for Program Areas 4, 5, or 6 as outlined in 7.201.2, 7.202.2 and 7.203.21, Colorado Department of Human Services Staff Manual (12 CCR 2509-3).~~
- ~~3.4. The Level of Need checklist documents that the child/youth is in need of the services available through the waiver. Meet ICF-IID Level of Care as determined by a Level of Care Evaluation.~~
- ~~8. The CDHS-CHRP waiver administrator verifies through the CHRP waiver eligibility process, including the ULTC-100 and LTC-102-CHRP that the child meets the established minimum eligibility criteria for ICF/MR placement.~~
- ~~4.5. 9. The child's eligibility for Supplementary Security Income (SSI) benefits is established.~~
- ~~5.6. 10. The income of the Client child does not exceed 300% of the current maximum SSI standard maintenance allowance.~~
- ~~11. The resources of the child do not exceed the maximum SSI allowance.~~
- ~~12. The child's eligibility for Colorado Medicaid is established and reported in the Child Welfare automated system.~~
- ~~6.7. 13. Enrollment of an child-Client in the HCBS-CHRP waiver will result in an overall savings when compared to the ICF/MR/IID cost as determined by the State.~~
- ~~7.8. 14. The Client child receives at least one waiver service each month.~~

B. A Support Need Level Assessment must be is-completed upon determination of eligibility. -The Support Need Level is used to determine the level of reimbursement for Habilitation and per diem Respite services.

C. Clients children and youth eligible for services under the HCBS-CHRP waiver are eligible for all other Medicaid services for which they qualify and must first access all benefits available under the regular Medicaid State Plan and/or Medicaid Early and Periodic Screening, Diagnosis and Treatment (EPSDT) for which they are eligible, coverage prior to accessing funding for those same services under the HCBS-CHRP waiver.

D. B. Pursuant to the terms of the HCBS-CHRP Children's Residential Habilitation Residential Program (CHRP) waiver, the number of individuals who may be served each year in the CHRP is based on criteria found in Section 8.508.10(E):

1. The federally approved capacity of the waiver;
2. Cost Containment requirements under effectiveness (see Section 8.508.80);
3. Within the total appropriation limitations when enrollment is projected to exceed spending authority.

8.508.4050 WAITING LIST PROTOCOL

~~Children determined eligible for services under the CHRP which are not immediately available within the federally approved capacity limits of the waiver shall be eligible for placement on a waiting list in the order in which the eligible application was received by the CDHS CHRP waiver administrator. Guardians of applicant children denied program enrollment shall be informed of their appeal rights in accordance with Section 8.057 of this Staff Manual.~~

~~When an opening becomes available, the first child on the waiting list shall be reassessed for eligibility by the CDHS CHRP waiver administrator and, if determined to still be eligible, assigned that opening.~~

A. Children or youth Clients determined eligible for HCBS-CHRP services who that cannot be served within the appropriation capacity limits of the HCBS-CHRP waiver shall be eligible for placement on a waiting list.

1. The waiting list shall be maintained by the Department.
2. The date used to establish the person's Client's placement on the waiting list shall be the date on which all other eligibility requirements at Section 8.508.430 were determined to have been met and the Department was notified.
3. As openings become available within the appropriation capacity limits of the federal waiver, children or youth shall be considered for services based on the date of their waiting list placement.

1
2 **8.508.50** ~~RESPONSIBILITIES OF THE COUNTY DEPARTMENTS OF SOCIAL~~
3 ~~SERVICES~~

4 The County Department of Social/Human Services shall:

- 5 A. ~~Ensure that the eligibility requirements as defined in 8.503.30, A, 1 through 8 are~~
6 ~~met;~~
- 7 B. ~~Submit eligibility applications to the CDHS GHRP waiver administrator with a~~
8 ~~request for enrollment or placement on the waiting list.~~
- 9 C. ~~Provide services to children in out-of-home placement and their families as~~
10 ~~required in CDHS Social Services Staff Manual (12 CCR 2509-4, 7.300 Child~~
11 ~~Welfare Services).~~
- 12 D. ~~Determine whether a familial relationship as defined in 27-10.5-102, C.R.S. exists,~~
13 ~~between the licensed or certified provider and the child.~~
- 14 E. ~~Determine prior to referring to GHRP, that the extraordinary service, needs of the~~
15 ~~child exceed the maximum reimbursement the County Department of~~
16 ~~Social/Human Services is able to negotiate based on the child's individualized~~
17 ~~needs as authorized in 26-5-104(6), C.R.S. The County Department of~~
18 ~~Social/Human Services must negotiate based on the child's need and the~~
19 ~~service provider's ability to meet the needs.~~
- 20 F. ~~Exhaust appropriate community services available to the children before~~
21 ~~requesting similar services from the waiver.~~

22 **8.508.60** **RESPONSIBILITIES OF THE CCB** ~~COMMUNITY CENTERED BOARD~~

23 A. The CCB Community Centered Board (CCB) shall make eligibility determinations a
24 determination of eligibility for developmental disabilities services to include the Level of
25 Care Evaluation and Determination for any child or youth Applicant or Client being
26 considered for enrollment in the Children's Habilitation Residential Program who is
27 referred by a County Department of Social/Human Services HCBS-CHRP waiver.

28 B. Additional administrative responsibilities of CCBs as required in 8.601.

29 **8.508.70** **CASE MANAGEMENT FUNCTIONS**

30 A. Case management services will be provided by a Case Management Agency
31 {CMA} as a Targeted Case Management service pursuant to 10-CCR-2505-
32 10 section 8.761.14 and 8.519.a-d.2.C. and will include:

- 33 1. Completion of a Comprehensive Assessment;

- 1 2. Completion of a the Service Plan (SP);
- 2 3. Referral for services and related activities;
- 3 4. Monitoring and follow-up by the CMA including ensuring that es activities
4 that are necessary to ensure that the SP is implemented and adequately
5 addresses the child's or youth's needs.
- 6 5. Monitoring and follow-up actions, which shall:
 - 7 a. Be performed when necessary to address health and safety and
8 services in the SP;
 - 9 b. Services in the SP are adequate; and
 - 10 c. Necessary adjustments in the SP and service arrangements with
11 providers are made if the needs of the child or youth have
12 changed.
- 13 6. Face to face monitoring to shall be completed at least once per quarter
14 and to include direct contact with the child or youth in a place where
15 services are delivered.

17 **~~8.508.701~~ INDIVIDUALIZED SERVICE PLAN (IP SP)**

18 ~~A written IP describes the medical and other services to be furnished, their frequency,~~
19 ~~and the type of provider who will furnish each.~~

21 **~~8.508.71~~ CONTENT OF THE INDIVIDUALIZED PLAN**

22 ~~A. The Individualized Plan (IP) shall consist of a Child's Needs Section, a Plan~~
23 ~~Section, and an Expected Outcomes Section.~~

24 ~~1. Child's Needs Section shall identify and list specific conditions (needs) for which~~
25 ~~services and supports are needed to maintain the child in the community setting.~~
26 ~~The areas of needs shall contain and not be limited to:~~

27 ~~a. medical needs;~~

28 ~~b. functional needs; and~~

29 ~~c. safety needs.~~

30 ~~2. Plan Section shall:~~

- 1 ~~a. Identify and quantify all services and supports to be provided to meet the child's~~
2 ~~needs; and~~
- 3 ~~b. Identify the name or type of provider of services;~~
- 4 ~~c. Identify payment responsibilities for the services, e. g., Parent, County~~
5 ~~Department of Social/Human Services, CHRP.~~
- 6 ~~3. Expected Outcomes Section shall be a statement of measurable objectives~~
7 ~~expected to be obtained during the period covered by the Individualized Plan.~~
- 8 ~~B. The Individualized Plan shall include the date and signatures of the provider, the~~
9 ~~guardian, the County Department of Social/Human Services, and the child when~~
10 ~~appropriate.~~
- 11 ~~C. The provider shall calculate the total costs to the Children's Habilitation~~
12 ~~Residential Program, utilizing Individualized Plan document The costs to~~
13 ~~implement the Individualized Plan shall not include room, board, and personal~~
14 ~~needs allowance.~~
- 15 A. The Case Management Agency (CMA) shall complete a Service Plan for each
16 child or youth enrolled in the HCBS-CHRP waiver in accordance with Section
17 8.761.14.b.1-4 and will:
 - 18 1. Address the child's or youth's Client's assessed needs and personal
19 goals, including health and safety risk factors either by HCBS-CHRP
20 waiver services or any other means;
 - 21 2. Be in accordance with the Department's rules, policies, and procedures;
 - 22 3. Be entered and verified in the Department prescribed system within ten
23 (10) business days;
 - 24 4. Describe the types of services to be provided, the amount, frequency, and
25 duration of each service and the provider type of provider for each service;
 - 26 5. Include a statement of agreement by the Client and/or the legally
27 responsible party; and
 - 28 6. Be updated or revised at least annually or when warranted by changes in
29 the child's or youth's Client's needs.
- 30 B. The Service Plan shall document that the Client child or youth has been offered a
31 choice:
 - 32 1. Between HCBS waivers and institutional care;
 - 33 2. Among HCBS-CHRP waiver services; and

1 3. Among qualified providers.

2
3 **8.508.72 PRIOR AUTHORIZATION REQUESTS (PAR)**

4 A. The case manager shall submit a the-PAR in compliance with applicable
5 regulations and ensure requested services are:

- 6 1. Consistent with the Client's documented medical condition and
7 Comprehensive Assessment.
- 8 2. Adequate in amount, frequency, scope and duration in order to meet the
9 Client's needs and within the limitations set forth in the current federally
10 approved HCBS-CHRP waiver.
- 11 3. Not duplicative of another authorized service, including services provided
12 through:
- 13 a. Medicaid State Plan benefits;
- 14 b. Third Party Resources;
- 15 c. Natural Supports;
- 16 d. Charitable organizations; or
- 17 e. Other public assistance programs.

18 B. Services delivered without prior authorization shall not be reimbursed except for
19 provision of services during an emergency pursuant to Section 8.058.4.

20
21 **8.508.73 REIMBURSEMENT**

22 A. Only services identified on in- the Individualized Service Plan are available for
23 reimbursement under the HCBS-CHRP waiver. Reimbursement will be made
24 only to licensed or certified providers, as defined in Section 8.508.160 and
25 services will be reimbursed per a fee for service schedule as determined by on a
26 daily rate basis based on the Department's HCBS-CHRP Rate Schedule through
27 the Medicaid Management Information System (MMIS) for the habilitative
28 services. Medicaid shall not pay for room and board. The equivalent of the full
29 federal SSI benefit will provide for the room, board and personal needs
30 allowance. Education costs will be reimbursed through the Department of
31 Education and not by the Colorado Department of Human Services or Medicaid.

1 B. Only those services not available under Medicaid EPSDT, Medicaid State Plan
2 benefits, Third Party Resources, or other public funded programs, services or
3 supports are available through the CHRP Waiver. All available community
4 services must be exhausted before requesting similar services from the waiver.
5 The CHRP Waiver does not reimburse services that are the responsibility of the
6 Colorado Department of Education.

7 C. Reimbursement for Habilitation service does not include the cost of normal
8 facility maintenance, upkeep and improvement., other This exclusion does not
9 include than such costs for modifications or adaptations to a facility required to
10 assure the health and safety of Celients or to meet the requirements of the
11 applicable life safety code.

12 D. Medicaid shall not pay for room and board.

13 E. Claims for Targeted Case Management are reimbursable pursuant to ~~10-CCR~~
14 ~~2505-10~~Section 8.761.4-.5-et seq.

16 8.508.74 RETROSPECTIVE REVIEW PROCESS

17 A. Services provided to a client are subject a retrospective review by the
18 Department pursuant to Section 8.076.2.

20 **8.508.80 COST CONTAINMENT**

21 Cost Containment is to ensure, on an individual child or youth basis, that the provision
22 of HCBS-CHRP services is a cost effective alternative compared to the equivalent cost
23 of appropriate ICF/MRIID institutional Level of Care. ~~The provider must identify costs~~
24 ~~as part of each Individualized Plan to be submitted to the GDHS for review.~~ The State
25 Department shall be responsible for ensuring that, on average, each Service P-plan is
26 within the federally approved Cost Containment requirements of the waiver. Children
27 enrolled in the HCBS-CHRP waiver shall continue to meet the Cost Containment
28 criteria during subsequent periods of eligibility.

29 ~~A. The completed enrollment forms shall be submitted to the County Department of~~
30 ~~Social/Human Services CHRP waiver administrator. A complete packet includes a copy~~
31 ~~of the:~~

32 ~~1. Individual Choice Statement.~~

33 ~~2. Individualized Plan; within 30 calendar days.~~

34 ~~3. Level of Need document.~~

1 ~~4. ULTC 100.2 form.~~

2 ~~5. Request for Enrollment.~~

3 ~~B. The county department CHR P waiver administrator will immediately submit~~
4 ~~enrollment documentation to the CDHS CHR P waiver administrator for verification of~~
5 ~~eligibility. A complete packet includes a copy of the:~~

6 ~~1. ULTC 100.2; and~~

7 ~~2. Request for Enrollment; and~~

8 ~~3. Individual Choice Statement~~

9 ~~4. Individualized Plan within 45 calendar days.~~

10 ~~C. The effective date/enrollment date shall be no earlier than the start date on the~~
11 ~~CDHS CHR P waiver administrator's ULTC 100.2 verification form. No services may be~~
12 ~~authorized prior to the date of enrollment~~

13 ~~D. An Individualized Plan and ULTC 100.2 verification may be valid for no more~~
14 ~~than a twelve (12) month period.~~

15

16

17 **8.508.100 SERVICE DESCRIPTIONS**

18 ~~A. Self-advocacy training may include training in expressing personal preferences,~~
19 ~~self-representation, individual rights and making increasingly responsible~~
20 ~~choices. It may also include team building with volunteers, professionals, and/or~~
21 ~~family members to examine changing roles as service models shift from the~~
22 ~~traditional supervision/control model to a self-actualization model.~~

23 ~~B. Independent living training may include training in personal care, household~~
24 ~~services, child and infant care (for parents themselves who are developmentally~~
25 ~~disabled), and communication skills such as using the telephone, using sign~~
26 ~~language, facilitated communication, reading, and letter writing.~~

27 ~~C. Cognitive services may include training with money management and personal~~
28 ~~finances, planning and decision-making.~~

29 ~~D. Communication services may include professional training and assistance to~~
30 ~~maintain or improve communication skills. It may include a professional or~~
31 ~~individual who provides interpretation and facilitated communication services.~~

- 1 ~~E. Counseling and therapeutic services may include individual and/or group~~
2 ~~counseling, behavioral or other therapeutic interventions directed at increasing~~
3 ~~the overall effective functioning of an individual.~~
- 4 ~~F. Personal care services may include any personal care functions requiring~~
5 ~~training/assistance by an RN, LPN, or Certified Nurse Aide. It may also include~~
6 ~~operating, maintaining, and training in the use of medical equipment.~~
- 7 ~~G. Emergency assistance training includes developing responses in case of~~
8 ~~emergencies, prevention planning and training in the use of equipment or~~
9 ~~technologies used to access emergency response systems.~~
- 10 ~~H. Community connection services may explore community services available to the~~
11 ~~individual, and develop methods to access additional services/supports/activities~~
12 ~~desired by the individual. Community connection services can provide the~~
13 ~~individual with the resources to participate in the activities and functions of the~~
14 ~~community desired and chosen by the individual receiving the services. Typically,~~
15 ~~these will be the same type of activities available and desired by the general~~
16 ~~population.~~
- 17 ~~I. Travel services may include providing, arranging, transporting, or accompanying~~
18 ~~a person with developmental disabilities to services and supports identified in the~~
19 ~~IP.~~
- 20 ~~J. Supervision services may include a person safeguarding an individual with~~
21 ~~developmental disabilities and/or utilizing technology for the same purpose.~~
- 22 ~~K. Respite Services: Services that are provided to an eligible client on a short term~~
23 ~~basis because of the absence or need for relief of those persons normally~~
24 ~~providing the care. Respite services may be approved for up to 30 days a~~
25 ~~calendar year for each eligible client.~~

26 A. Habilitation

- 27 1. Services may be are provided to Celients who that require additional care
28 for the Celient to remain safely in a home-like settinghome and community
29 based settings. The Celient must demonstrate the need for such services
30 above and beyond those of a typical child of the same age.
- 31 2. These services include those Services that assist Clientsparticipants in
32 acquiring, retaining, and improving the self-help, socialization, and adaptive
33 skills necessary to reside successfully in home and community based
34 settings.
- 35 3. Habilitation services under the HCBS-CHRP waiver differ in scope, nature,
36 supervision, arrangement, and/or provider type (including provided

1 training provider training requirements and qualifications) from any other
2 services in the Medicaid State Plan.

3 4. Habilitation is a twenty-four (24) hour service and includes the following
4 activities:

5 a. Independent living training, which may include personal care, household
6 services, infant and childcare when the Client has a child, and
7 communication skills.

8 b. Self-advocacy training and support which may includes assistance and
9 teaching of appropriate and effective ways to make individual choices,
10 accessing needed services, asking for help, recognizing Abuse,
11 Neglect, Mistreatment, and/or Exploitation of self, responsibility for
12 one's own actions, and participation in all meetings.

13 c. Cognitive services which includes assistance with additional concepts and
14 materials to enhance communication.

15 d. Emergency Assistance which includes safety planning, fire and disaster
16 drills, and crisis intervention.

17 e. Community access supports which includes assistance developing the
18 abilities and skills necessary to enable the Client individual to access
19 typical activities and functions of community life such as those chosen by
20 the general population, including community education, or training, and
21 volunteer activities. Community access supports includes providing a
22 wide variety of opportunities to develop socially appropriate behaviors,
23 facilitate and build relationships and Natural Supports in the community
24 while utilizing the community as a learning environment to provide
25 services and supports as identified in the participant's Service Plan.
26 These activities are conducted in a variety of settings in which the child or
27 youth interacts with non-disabled individuals (other than those individuals
28 who are providing services to the child or youth). These types of services
29 may include socialization, adaptive skills, and personnel to accompany
30 and support the individual in community settings, resources necessary for
31 participation in activities and supplies related to skill acquisition, retention,
32 or improvement and are based on the interest of the child or youth.

33 f. Transportation services are encompassed within Habilitation and are not
34 duplicative of the non-emergent medical transportation that is authorized
35 in the Medicaid State Plan. Transportation services are more specific to
36 supports provided by kinship Family Foster Care Homes, foster
37 homes, group homes, and residential child care facilities to access
38 activities and functions of community life.

1 g. ~~Implementation of recommended~~ Follow-up counseling, behavioral, or
 2 other therapeutic interventions, ~~Implementation of~~ and physical,
 3 occupational or speech therapies delivered under the direction of a
 4 licensed or certified professional in that discipline.

5 h. Medical and health care services that are integral to meeting the daily
 6 needs of the Client and include such tasks as routine administration of
 7 medications or providing support when the Client is ill. ~~tending to the~~
 8 ~~needs of clients who are ill or require attention to their medical needs on~~
 9 ~~an ongoing basis.~~

10 5. Habilitation may be provided in a ~~fFoster cCare hHome~~ certified by a licensed
 11 Child Placement Agency or County Department of Human Services, group home
 12 or group center licensed by the Colorado Department of Human Services, or
 13 Residential Child Care Facility licensed by the Colorado Department of Human
 14 Services.

15 6. Habilitation capacity limits:

16 a. A ~~Ffoster Ceare Hhome~~ may serve a maximum of one (1) child Client
 17 enrolled in the HCBS-CHRP waiver and ~~two (2) other foster children, or~~
 18 ~~two (2) children~~ Clients enrolled in the HCBS-CHRP waiver and no other
 19 foster children, unless there has been prior written approval by the
 20 ~~Department~~HC~~PF~~. Placements of three (3) children Clients approved for
 21 the HCBS-CHRP waiver may be made if the service agency can
 22 demonstrate to the ~~Department~~HC~~PF~~ that the Foster Care Home provider
 23 has sufficient knowledge, experience, and supports to safely meet the
 24 needs of all of the children in the home. In any case, no more than three
 25 (3) ~~children~~ Clients enrolled in the HCBS-CHRP waiver ~~and no (0) non-~~
 26 ~~CHRP children~~ will be placed in ~~the same~~ foster home. Emergency
 27 placements will not exceed the maximum established limits. ~~Facilities~~
 28 Foster Care Homes that exceed established capacity at the time the rule
 29 takes effect will be grandfathered in; however, with attrition, capacity must
 30 comply with the rule.

31 **Foster Care Home Maximum Capacity**

<u>HCBS-CHRP waiver</u>	<u>Non HCBS-CHRP</u>	<u>Total Children</u>
<u>1</u>	<u>2</u>	<u>3</u>
<u>2</u>	<u>0</u>	<u>2</u>
<u>3</u>	<u>0</u>	<u>3</u>

b. Placement of a Client child in a Specialized Group Facility is prohibited if that placement will result in more than eight (8) children including and one (1) child-Client enrolled in the HCBS-CHRP waiver, or five (5) foster children including and two (2) children-Clients enrolled in the HCBS-CHRP waiver, unless there has been prior written approval by the Department HCPF. If Placement of a child in a sSpecialized gGroup enter-Facility will result in more than three (3) children-Clients enrolled in the HCBS-CHRP waiver, then the total number of children placed in that sSpecialized gGroup FfacilityCenter mustwill not exceed a maximum of six (6) total children. Placements of more than three (3) children Clients- enrolled in the HCBS-CHRP waiver may be made if the agency can demonstrate to the HCBS-CHRP waiver administrator the Department hat the provider facility staff haves sufficient knowledge, experience, and supports to safely meet the needs of all of the children in the facilityhome.

Specialized Group Facility Maximum Capacity

<u>HCBS-CHRP waiver</u>	<u>Non HCBS-CHRP waiver</u>	<u>Total Children</u>
<u>1</u>	<u>8</u>	<u>9</u>
<u>2</u>	<u>5</u>	<u>7</u>

c. Only one (1) HCBS-CHRP Client participant and two (2) HCBS-for Persons with Developmental Disabilities (DD) or HCBS- Supported Living Services (SLS) waiver participants; or two (2) HCBS-CHRP participants and one HCBS-DD or HCBS-SLS waiver participant may live in the same fFoster cCare hHome.

7. The Sservice Agency or cChild Pplacement aAgency shall ensure choice is provided to all waiver participants in their living arrangement.

8. The fFoster cCare hHome Pprovider must ensure a safe environment and and the environment must safely meet the needs of all waiver participants living in the home.

9. The Sservice Agency or cChild pPlacement aAgency shall provide the Case Management Agency (CMA) a copy of the fFoster cCare hHome licen sure certification- before any child or youth can be placed in that a-Foster cCare hHome. If emergency placement is needed and is outside of business hours, the Sservice Agency or cChild pPlacement aAgency shall provide the CMA a copy of the fFoster cCare Hhome licensure the next business day.

B. Hippotherapy

- 1 1. Hippotherapy is a therapeutic treatment strategy that uses the movement
2 of a the horse to assist in the development/enhancement of skills
3 including: -gross motor, sensory integration, attention, cognitive, social,
4 behavioral, and communication skills.
- 5 2. Hippotherapy may be Services are provided only when the provider is
6 licensed, certified, registered, and/or accredited by an appropriate national
7 accreditation association.
- 8 3. Hippotherapy Service must be used as a treatment strategy for an
9 identified medical or behavioral need.
- 10 4. Hippotherapy must The service shall be an identified need in the Service
11 Plan.
- 12 5. Hippotherapy must be recommended or prescribed by a licensed
13 physician or therapist who is enrolled as a Medicaid provider. The
14 recommendation must clearly identify the need for hippotherapy,
15 recommended treatment, and expected outcome. A Medicaid State Plan
16 therapist or physician must identify the need this service goal shall meet.
- 17 6. The recommending therapist or physician must has identified a goal and
18 that shall monitor the progress of the hippotherapy treatment at goal at
19 least quarterly.
- 20 7. Hippotherapy is not cannot be available under the regular Medicaid State
21 Plan benefits if it is available -under EPSDT, or from a Tthird Party
22 Resource-party source.
- 23 8. Equine tTherapy and therapeutic riding are excluded.

24 C. Intensive Support

- 25 1. This sService aligns strategies, interventions, and supports for the-child or
26 youth Client, and family, to prevent the need for out of home placement.
- 27 2. This sService may be utilized in maintaining stabilization, preventing Crisis
28 situations, and/or de-escalation of a Crisis-situation.
- 29 3. Intensive support sServices includes:
 - 30 a. Identification of the unique strengths, abilities, preferences, desires,
31 needs, expectations, and goals of the child or youth and family.
 - 32 b. Identification of needs for Crisis prevention and intervention including, but
33 not limited to:

- 1 i. Cause(s) of crisis and triggers that could lead to a Crisis.
- 2 ii. Physical and behavioral health factors.
- 3 iii. Education services.
- 4 iv. Family dynamics.
- 5 v. Schedules and routines.
- 6 vi. Current or history of police involvement.
- 7 vii. Current or history of medical and behavioral health
- 8 hospitalizations.
- 9 viii. Current services.
- 10 ix. Adaptive equipment needs.
- 11 x. Past interventions and outcomes.
- 12 xi. Immediate need for resources.
- 13 xii. Respite services.
- 14 xiii. Predictive Risk Factors.
- 15 xiv. Increased Risk Factors.

16 4. Development of a Wraparound Plan with action steps to implement
17 support strategies, prevent, and/or manage a future Crisis to include, but
18 not limited to:

- 19 a. The unique strengths, abilities, preferences, desires, needs,
- 20 expectations, and goals of the child or youth-Client and family
- 21 b. Environmental modifications.
- 22 c. Support needs in the family home.
- 23 d. Respite services.
- 24 e. Strategies to prevent for Crisis triggers.
- 25 f. Strategies for Predictive and/or Increased Risk Factors.
- 26 g. Learning new adaptive or life skills.

1 Counseling/behavioral or other therapeutic interventions to further
2 stabilize the Client individual emotionally and behaviorally and to
3 decrease the frequency and duration of any future behavioral
4 Crises.

5 h. Medication management and stabilization.

6 i. Physical health.

7 j. Identification of training needs and connection to training for family
8 members, Natural Supports, and paid staff.

9 k. Determination of criteria to achieve for stabilization in the family
10 home.

11 l. Identification of how the plan will be phased out ~~fade out~~ once the
12 child or youth-Client has stabilized.

13 m. Contingency plan for out of home placement.

14 n. Coordination among Family caregivers, other Family members,
15 service providers, Natural Supports, Professionals, and case
16 managers required to implement the Wraparound Plan.

17 o. Dissemination of the Wraparound Plan to all individuals involved in
18 plan implementation.

19 5. In-Home Support.

20 a. The type, frequency, and duration of in-home support services
21 must be included in a the Wraparound Plan.

22 b. In-home support services includes implementation of therapeutic
23 and/or behavioral support plans, building life skills, providing
24 guidance to the child or youth with self-care, learning self-
25 advocacy, and protective oversight.

26 c. Service may be provided in the child or youth's-Client's home or
27 community as determined by the Wraparound Plan.

28 6. Identification of follow-up services. that may include:

29 a. Follow-up services include an Evaluation to ensure that triggers to
30 the Crisis have been addressed in order to maintain stabilization
31 and prevent a future Crisis.

32 b. An Evaluation of the Wraparound Plan should occurs at a
33 frequency determined by the child's or youth's-Client's needs and

1 includes, at a minimum, but is not limited to: visits to the child's or
 2 youth's Client's home, review of documentation, and coordination
 3 with other Pprofessionals and/or members of the Wraparound
 4 Support Team to determine progress.

5 c. Services include a rReviews of the child's or youth's stability, -and
 6 monitoring of Predictive and Increased Risk Factors that could
 7 indicate a repeat return to-Crisis.

8 d. Revision of the Wraparound Plan should be completed as
 9 necessary to as-needed-to avert a Crisis or Crisis escalation.

10 e. Services include eEnsuring that follow-up appointments are made
 11 and kept.

12 7. The Wraparound Facilitator is responsible for the development and
 13 implementation of the Wraparound Plan and follow-up services. The
 14 Wraparound Plan is guided and supported by the-child or youth Client,
 15 their Ffamily, and their Wraparound Support Team.

16 —All service and supports providers and supports on the Wraparound
 17 Support Team must adhere to the Wraparound Plan.- to meet the needs
 18 of their specific focus for treatment.

19 8. Revision of strategies should will be a continuous process by the
 20 Wraparound Support Team in collaboration with the-child or youth Client,
 21 until the Client is stable a support regime stabilizes-and there is no longer
 22 a need for Intensive Support Services.

23 9. On-going evaluation after completion of the Wraparound Plan may be
 24 provided if there is a based on individual needs to support the child and
 25 youth-Client and his or hertheir Ffamily in connecting to any additional
 26 resources needed to prevent a future Crisis.

27 D. Massage Therapy

28 1. Massage therapy is the physical manipulation of muscles to ease muscle
 29 contractures, spasms, extension, muscle relaxation, and muscle tension
 30 including WATSU.

31 2. Children with specific developmental disorders often experience painful
 32 muscle contractions. -Massage has been shown to be an effective
 33 treatment for easing muscle contracture, releasing spasms, and improving
 34 muscle extension, and thereby reducing pain.

1 3. Massage therapists must be Services are provided only when the provider
2 is licensed, certified, registered, and/or accredited by an appropriate
3 national accreditation association.

4 4. The service must be used as a treatment strategy for an identified medical
5 or behavioral need and included in the Service Plan.;

6 5. The service shall be an identified need in the Service Plan.

7 —A A Medicaid State Plan Massage therapy services must be
8 recommended or prescribed by a therapist or physician who is an enrolled
9 Medicaid Provider. The recommendation must include the medical or
10 behavioral need to be addressed and expected outcome. must identify the
11 need this service goal shall meet.

12 6. The recommending therapist or physician must that has identified a goal
13 and that shall monitor the progress and effectiveness of the massage
14 therapy treatment of that goal at least quarterly.

15 7. Massage therapy is not cannot be available under under the regular
16 Medicaid State Plan benefits, if it is available under EPSDT or from a
17 Third Party Resource. third-party source.

18 E. Movement Therapy

19 1. Movement therapy Service is the use of music and/or dance as a
20 therapeutic tool for the habilitation, rehabilitation, and maintenance of
21 behavioral, developmental, physical, social, communication, pain
22 management, cognition and gross motor skills.

23 2. Movement therapy providers must be Services are provided only when the
24 provider is licensed, meets the educational requirements and is certified,
25 registered and/or accredited by an appropriate national accreditation
26 association.

27 3. Movement therapy is only authorized as Service must be used as a
28 treatment strategy for an specific identified medical or behavioral need
29 and identified in the Client's Service Plan.;

30 4. The service shall be an identified need in the Service Plan.

31 —Movement therapy must be recommended or prescribed by a A Medicaid
32 State Plan therapist or physician who is enrolled Medicaid provider. The
33 recommendation must include the medical need to be addressed and
34 expected outcome. must identify the need this service shall meet with a
35 goal.

1 5. The recommending therapist or physician must that has identified a goal
2 and that shall monitor the progress and effectiveness of the movement
3 therapy at goal at least quarterly.

4 6. Movement Therapy is not cannot be available under under the regular
5 Medicaid State Plan benefits, if it is available under, EPSDT, or from a
6 Third Party Resource third-party source.

7 F. Respite:

8 1. Respite sServices that are provided to an eligible client children or youth
9 living in the Ffamily home on a short term basis because of the absence or
10 need for relief of those persons normally providing the care the primary
11 Caretaker(s). Respite services may be approved for up to 30 days a
12 calendar year for each eligible client.

13 2. Respite services may be provided in a certified Ffoster Care Hhome,
14 licensed respite care facility, in the Ffamily home, or in the community.

15 3. Federal financial participation is not available to be claimed for the cost of
16 room and board, except when provided as part of respite care furnished in
17 a facility approved by the State that is not a private residence.

18 4. Respite care is authorized shall occur for short-term temporary relief of the
19 Caretaker giver for not more than seven (7) consecutive days per month,
20 not to exceed twenty-eight (28) days in a calendar year.

21 5. During the time when Respite care is occurring, the Family Foster Care
22 Home respite homemay not exceed six (6) foster children or a maximum
23 of eight (8) total children, with no more than two (2) children under the age
24 of (two) 2. -The respite home must be in compliance with all other
25 applicable rules and requirements for Ffamily Ffoster Ceare Hhomes.

26 6. Respite is available for children or youth living in the Ffamily home and
27 may not be utilized while the child or youth is receiving Habilitation
28 services.

29
30 G. Supported Community Connection

31 1. Supported community connection sServices are provided one-on-one to
32 deliver instruction for documented Complex Behavior severe behavior
33 problems that are being demonstrated exhibited by the child or youth while
34 in the community, such as i.e. physically or sexually aggressive to behavior
35 towards others and/or exposing themselves.

1 2. Services must be provided ~~Activities are conducted~~ in a setting within the
2 community where the child or youth interacts with individuals without
3 disabilities (other than the individual ~~who~~ that is providing the service to the
4 child or youth).

5 ~~—The child or youth will receive the service by the same individual during~~
6 ~~the service span in order to provide consistency.~~

7 3. The targeted behavior, measurable goal(s), and work-plan to address
8 must be clearly articulated in the Service Plan.

9 4. This sService is limited to five (5) hours per week.

10 5. A rRequests to increase service hours can be made to the Department of
11 Health Care Policy and Financing on a case-by-case basis.

12 13 H. Transition Support

14 1. Transition support Sservices aligns strategies, interventions, and
15 Ssupports for the child or youth, and Ffamily, when a child or youth
16 transitions to the Ffamily home from out--of--home placement.

17 2. Services includes:

18 a. Identification of the unique strengths, abilities, preferences, desires,
19 needs, expectations, and goals of the child or youth and Ffamily.

20 b. Identification of transition needs including, but not limited to:

21 i. Cause(s) of a Ccrisis and triggers that could lead to a Crisis.

22 ii. Physical and behavioral health factors.

23 iii. Education services.

24 iv. Family dynamics.

25 v. Schedules and routines.

26 vi. Current or history of police involvement.

27 vii. Current or history of medical and behavioral health hospitalizations.

28 viii. Current services.

29 ix. Adaptive equipment needs.

1 x.Past interventions and outcomes.

2 xi.Immediate need for resources.

3 xii.Respite services.

4 xiii.Predictive Risk Factors.

5 xiv.Increased Risk Factors.

6 3. Development of a Wraparound Transition Plan is required, with action
7 steps to implement strategies to address identified transition risk factors
8 including, but not limited to:

9 a. Identification of the unique strengths, abilities, preferences, desires,
10 needs, expectations, and goals of the child or youth and Ffamily.

11 b. Environmental modifications.

12 c. Strategies for transition risk factors.

13 d. Strategies for avoiding Crisis triggers.

14 e. Support needs in the Ffamily home.

15 f. Respite sServices.

16 g. Learning new adaptive or life skills.

17 h. Counseling/behavioral or other therapeutic interventions to further
18 stabilize the lindividual emotionally and behaviorally to decrease
19 the frequency and duration of future behavioral Crises.

20 i. Medication management and stabilization.

21 j. Physical health.

22 k. Identification of training needs and connection to training for Ffamily
23 members, nNatural Ssupports, and paid staff.

24 l. Identification of strategies to achieve and maintain Determination of
25 criteria for stabilization in the Ffamily home.

26 m. Identification of how the Wraparound Pplan will terminate fade-out
27 once the child or youth has stabilized.

1 n. Coordination among family caregivers, other family members,
2 service providers, natural supports, professionals, and case
3 managers required to implement the Wraparound Transition Plan.

4 o. Dissemination of a Wraparound Transition Plan to all involved in
5 plan implementation.

6 4. In-Home Support

7 a. The tType, frequency, and duration of authorized services must be
8 is included in the Wraparound Pplan.

9 b. In-home support services Support includes implementation of
10 therapeutic and/or behavioral support plans, building life skills,
11 providing guidance to the child or youth with self-care, learning self-
12 advocacy, and protective oversight.

13 c. Services may be provided in the child's or youth's home or in
14 community, as provided in determined by the Wraparound
15 Transition Plan.

16 d. In-Home Support services are is provided after the child or youth
17 has transitioned to the family home from out-of-home placement.

18 5. Follow-up services are authorized and may include: Identification of follow-
19 up services that may include:

20 a. Evaluation to ensure the Wraparound Transition Plan is effective in
21 the child or youth achieving and maintaining stabilization in the
22 Ffamily home.

23 b. Evaluation of the Wraparound Transition plan to occurs at a
24 frequency determined by the child's or youth's needs and includes
25 but is not limited to, :- visits to the child or youth's home, review of
26 documentation, and coordination with other professionals and/or
27 members of the Wraparound Transition Support Team to determine
28 progress.

29 c. Reviews of the child's or youth's stability and monitoring of
30 Predictive and Increased-Risk Factors that could indicate a return
31 to Crisis.

32 d. Revision of the Wraparound Plan as needed to avert a Crisis or
33 Crisis escalation.

34 e. Ensuringe that follow-up appointments are made and kept.

1 6. The Wraparound Facilitator is responsible for the development and
 2 implementation of the Wraparound Plan and follow-up services. -The
 3 Wraparound Plan is guided and supported by the child or youth, their
 4 family, and their Wraparound Transition Support Team.

5 ~~—All service providers and supports on the Wraparound Transition Support~~
 6 ~~Team must adhere to the Wraparound Transition Plan. to meet the needs~~
 7 ~~of their specific focus for treatment.~~

8 7. Revision of strategies should will be a continuous process by the
 9 Wraparound Transition Support Team in collaboration with the child or
 10 youth, until stabilization is achieved a support regime stabilizes and there
 11 is no longer a need for Transition Intensive Support Services.

12 8. On-going evaluation after completion of the Wraparound Transition Plan
 13 may be provided based on individual needs to support the child and youth
 14 and their family in connecting to any additional resources needed to
 15 prevent future Crisis or out of home placement.

16 ~~—Payments for residential habilitation are not made for room and board, the cost of~~
 17 ~~facility maintenance, upkeep, and improvement, other than such costs for~~
 18 ~~modifications or adaptations to a facility required to assure the health and safety~~
 19 ~~of residents, or to meet the requirements of the applicable life safety code.~~

20 I. Only those services not available under Medicaid EPSDT, Medicaid SState
 21 Pplan benefits, Third Party Resources, third party liability coverage, or other
 22 public state funded programs, services or supports are available through the
 23 Children’s Habilitation Residential Program (CHRP) Waiver. All available
 24 Appropriate community services must be exhausted before requesting similar
 25 services from the waiver. The CHRP Waiver does not reimburse services that
 26 are the responsibility of the Colorado Department of Education.

27

28 8.508.101 USE OF RESTRAINTS

29 A. The definitions contained at 12 CCR 2509-8: 7.14.1 are hereby incorporated by
 30 reference. The definition for “Client Representative” in 12 CCR 2509-8: 71.4.1 is
 31 specifically excluded. Pursuant to C.R.S. § 24-4-103(12.5), the Department
 32 maintains copies of this incorporated text in its entirety, available for public
 33 inspection during regular business hours at 1570 Grant Street, Denver, CO,
 34 80203. Copies of incorporated materials are provided at cost upon request.

35 B. Service Providers shall comply with the requirements for the use of Restraints in
 36 12 CCR 2509-8: 7.714.53 through 7.714.537 (2018), which are hereby
 37 incorporated by reference. The incorporation of these regulations excludes later
 38 amendments to the regulations. Pursuant to C.R.S. § 24-4-103(12.5), the

1 Department maintains copies of this incorporated text in its entirety, available for
2 public inspection during regular business hours at 1570 Grant Street, Denver,
3 CO, 80203. Copies of incorporated materials are provided at cost upon request.

4 ~~—Whenever possible, positive behavioral interventions such as a calming tool (e.g.~~
5 ~~blankets, brushes) are used to avoid restraints. Personal restraint is an age~~
6 ~~appropriate physical intervention by a staff member of a facility in an emergency~~
7 ~~situation to limit, restrict, or control the dangerous behavior of a child or youth by~~
8 ~~means of physically holding the child or youth. The physical holding of a child or~~
9 ~~youth is the only method of personal restraint allowed. The use of a mechanical~~
10 ~~restraint, including, but not limited to, the use of handcuffs, shackles, straight~~
11 ~~jackets, posey vests, ankle and wrist restraints, craig beds, vail beds, hospital~~
12 ~~cribs, and chest restraints is prohibited, except as otherwise allowed under~~
13 ~~Articles 25.5-10-221, C.R.S.~~

14 C. A personal restraint is to be used only during periods of crisis or emergency for
15 the child or youth, when the child or youth is a danger to him/herself and/or
16 others, the child is beyond control, and when all other means to control and de-
17 escalate the crisis or emergency has failed. The restraint shall not impede or
18 inhibit the child or youth's ability to breathe in any manner, including placing
19 excess pressure on the chest or back area. The restraint shall last only as long
20 as is necessary to calm the child or youth, and for the child or youth to be able to
21 follow adult direction, and to not be a threat to self or others. If a service agency
22 chooses to use physical restraints with waiver participants, the service agency
23 shall restrain children or youth only in accordance with the rules for personal
24 restraint. Personal restraint must never be used as a punitive form of discipline,
25 as a form of treatment or therapy, or as a threat to control or gain compliance of
26 a child or youth's behavior. A child or youth must be released from a personal
27 restraint within fifteen minutes after the initiation of the restraint, except when
28 precluded for safety reasons.

29 ~~—Upon admission the agency, the parent(s), or guardian(s), or agency holding~~
30 ~~legal custody shall be notified and must give written consent for the child or youth~~
31 ~~to be restrained in conjunction with facility policy. No child or youth shall be~~
32 ~~restrained without specific written consent.~~

33 ~~—Each service agency choosing to use personal restraint to control a child or youth~~
34 ~~whose behavior is a danger to him/herself or others must have a written personal~~
35 ~~policy that is adopted and implemented by the service agency. At a minimum, the~~
36 ~~policy must include:~~

37 ~~—A nationally recognized, research-based type of de-escalation and~~
38 ~~personal restraint.~~

39 ~~—The staff members that are approved by the service agency to use~~
40 ~~personal restraint.~~

- 1 — The type of training/certification that the approved staff members are
2 required to have prior to restraining any child or youth.
- 3 — The type and number of hours of ongoing training each staff member will
4 be required to take.
- 5 — What preventive/de-escalation techniques and positive behavioral
6 intervention must be used by staff prior to any personal restraint.
- 7 — How the facility observes and evaluates the use of personal restraint on a
8 child or youth at the facility.
- 9 — The type of written documentation the service agency maintains of each
10 personal restraint that describes the details of the incident, the staff
11 involvement, and the debriefing with the child or youth and staff following
12 the restraint.
- 13 — Evaluation of each personal restraint to determine appropriateness and
14 effectiveness of preventive/de-escalation techniques used and
15 effectiveness and appropriateness of the restraint itself.
- 16 — The requirement that staff not restrain children or youth in areas of the
17 facility or environment that may pose a threat to the health and safety of
18 the child including, but not limited to, soft, pliable surfaces, concrete,
19 asphalt, or areas including broken glass.
- 20 — Notification of the parent(s) or guardian(s) and child or youth in advance of
21 the service agency's restraint policy and methodology.
- 22 — How the service agency monitors the physical well-being of the child or
23 youth during and after the restraint, including but not limited to breathing,
24 pulse, color, and signs of choking or respiratory distress.
- 25 — Emergency procedure, including first aid, that will be used if a child or
26 youth or staff member is seriously injured during a restraint.
- 27 — The requirement of staff to report to the county department of social
28 services or local law enforcement any injury, bruising, or death that occurs
29 as a result of the restraint pursuant to Colorado State law.
- 30 — The internal review process of the service agency to assess carefully any
31 injuries, bruising, or death.
- 32 — All staff and foster care home providers that will be involved in personal restraint
33 must complete a de-escalation/restraint training program that includes a
34 competency test as a part of the training program in compliance with the
35 nationally recognized, research-based type of restraint being used. Successful

1 completion of the competency test is mandatory prior to any staff member being
 2 involved in a personal restraint. A supervisor of the facility must perform a
 3 periodic observation of each staff member performing a restraint. The supervisor
 4 will determine if the staff has completed the restraint in an appropriate manner. If
 5 the staff has not correctly performed the restraint they must either be immediately
 6 re-trained or restricted from performing any future restraints until training occurs.
 7 At least every six (6) months, each staff member involved in personal restraints
 8 must receive regular training to review and refresh their skills in positive behavior
 9 intervention, de-escalation, and personal restraint.

10 —Each restraint incident shall be recorded and shall include the name of the child
 11 or youth, date and time of day, staff members involved, their position at the
 12 service agency, and their involvement in the restraint, and how long the restraint
 13 lasted. The record shall also include the precipitating incident(s) and the child or
 14 youth's behavior prior to the restraint, the specific actions that were taken to de-
 15 escalate the situation and what effect the de-escalation techniques had upon the
 16 child. A description of the restraint shall include the child or youth's physical,
 17 emotional and behavioral condition before, during, and after the restraint. A
 18 description of the de-briefing and evaluation with the child or youth and staff will
 19 be a part of the record.

20 D. All records of restraints shall be reviewed by a supervisor of the Sservice
 21 Aagency within 24 hours of the incident. -If it appears that the child or youth has
 22 been is being- restrained excessively, frequently in a short period of time, or
 23 frequently by the same staff member, the entire child's or youth's
 24 individual Service pPlan must be reviewed.- according to policy and procedures.
 25 De-escalation techniques will be reviewed for effectiveness if it appears that any
 26 one technique is causing an escalation in the behavior of a child or youth or a
 27 group of children or youth. Any de-escalation techniques which are found to be
 28 ineffective or counter productive will be terminated at the earliest opportunity.

29 —Twenty four24- hour child care facilities, foster care homes, and child placement
 30 agencies must also ensure compliance with the Colorado Department Human
 31 Services rules regarding the use of restraints in at 12 CCR 2509-8: 7.714.5. 10
 32 CCR 2509-8.

34 8.508.102 RIGHTS MODIFICATIONS

35 A. The Department of Health Care Policy and Financing does not permit the use of
 36 eCruel and aversive therapy, or cruel and unusual discipline is prohibited.

37 B. Service Providers shall comply with the requirements for Client Rights in 12 CCR
 38 2509-8: 7.714.52 (2018) which are hereby incorporated by reference. The
 39 incorporation of these regulations excludes later amendments to the regulations.
 40 Pursuant to C.R.S. § 24-4-103(12.5), the Department maintains copies of this

1 incorporated text in its entirety, available for public inspection during regular
2 business hours at 1570 Grant Street, Denver, CO, 80203. Copies of
3 incorporated materials are provided at cost upon request.

4 —Service providers, including licensed 24-hour child care facilities, foster care
5 homes, child placement agencies must refrain from engaging in all cruel and
6 aversive treatment or therapy including, but not limited to, the use of mechanical
7 restraints, physical restraints (except as described in Section 8.508.101) and
8 locked seclusion, including but not limited to, the following:

9 —Any intervention designed to or likely to cause physical pain;

10 —Releasing noxious, or toxic, sprays, mists, or substances in proximity to
11 the child or youth's face;

12 —Any intervention that denies the child or youth's sleep, food, water, shelter,
13 access to bathroom facilities, adequate bedding, or appropriate physical
14 comfort;

15 —Any intervention or type of treatment that subjects a child or youth to
16 verbal abuse, ridicule, humiliation or that can be expected to cause
17 excessive emotional trauma;

18 —Interventions that use a device, material, or object that is designed to
19 simultaneously immobilize all four of the child or youth's extremities;

20 —Any treatment intervention that deprives a child or youth of the use of
21 his/her senses, including sight, hearing, touch, taste, or smell;

22 —Use of rebirthing therapy or any therapy technique that may be considered
23 similar to rebirthing therapy as a therapeutic treatment, as defined by
24 Section 12-43-222(1)(t)(IV), C.R.S.

25 C. Rights modifications are based on the specific assessed needs of the child or
26 youth, not the convenience of the provider.

27 D. Rights modifications may only be imposed if the child or youth-Client poses a
28 danger to self themselves, family, and/or the community.

29 E. The case manager is responsible for ~~to~~ obtaining ~~informed~~ ~~Ce~~ consent and
30 other documentation supporting any ~~relation to~~ rights
31 modifications/limitations and must maintain these materials in their file as
32 a part of the ~~Service Plan~~ ~~person-centered planning process~~.

33 F. Any rights modification must be supported by a specific assessed need
34 and justified in the ~~person-centered s~~Service Pplan. -The following
35 requirements must be documented in the ~~person-centered s~~Service pPlan:

- 1 1. Identification of ~~y~~-a specific and individualized need.
- 2 2. Documentation of ~~-~~the positive interventions and supports used
- 3 prior to any modifications ~~to the person-centered s~~Service Pplan.
- 4 3. Documentation of ~~-~~less intrusive methods of meeting the Client's
- 5 needs that have been tried, and the outcome. ~~but did not work.~~
- 6 4. ~~Include a clear~~A description of the rights modification to be used
- 7 ~~condition~~ that is directly proportionate to respond to the specific
- 8 assessed need.
- 9 5. ~~The include regular~~ collection and review of data used to measure
- 10 the ongoing effectiveness of the modification.
- 11 6. ~~include e~~Established time limits for periodic reviews, no less than
- 12 every six (6) months, to determine if the modification is still
- 13 necessary or if it can be terminated.
- 14 7. ~~T~~Include the ~~informed C~~consent of the ~~l~~individual.
- 15 8. ~~include a~~An assurance that interventions and ~~S~~support will cause
- 16 no harm to the ~~l~~individual.

17 G. 24-hour child care facilities, foster care homes, and child placement

18 agencies must also ensure compliance with the Colorado Department

19 Human Services rules regarding the use of restrictive interventions at 10

20 CCR 2509-8.

21 H. Discipline in Foster Care Homes and 24-hour Child Care Facilities:

- 22 — ~~The amily foster care home, certifying authority, or 24-hour child care~~
- 23 ~~facility shall have written policies and procedures regarding discipline that~~
- 24 ~~must be explained to all children/ youth, parent(s), guardian(s), staff, and~~
- 25 ~~placing agencies. These policies must include positive responses to a~~
- 26 ~~child's appropriate behavior.~~
- 27 — ~~Discipline shall be constructive or educational in nature and may include~~
- 28 ~~talking with the child or youth.~~
- 29 — ~~Basic rights shall not be denied as a disciplinary measure.~~
- 30 — ~~Separation when used as discipline must be brief and appropriate to the~~
- 31 ~~child or youth's age and circumstances. The child or youth shall always be~~
- 32 ~~within hearing of an adult in a safe, clean, well-lighted, well-ventilated~~
- 33 ~~room in the family foster care home that contains at least 50 square feet of~~

1 floor space. No child or youth shall be isolated in a bathroom, closet or
2 pantry.

3 1. Children or youth in care at the family foster care home or facility shall not
4 discipline other children or youth.

5 —A family foster care home or facility shall prohibit all cruel and unusual
6 discipline including, but not limited to, the following:

7 —Any type of physical hitting or any type of physical punishment inflicted in
8 any manner upon the body of the child or youth, such as spanking,
9 striking, swatting, punching, shaking, biting, hair pulling, roughly handling
10 a foster child, striking with an inanimate object, or any humiliating or
11 frightening method of discipline to control the actions of any child or youth
12 or group of children or youth.

13 —Discipline that is designed to, or likely to, cause physical pain.

14 —Physical exercises such as running laps, push-ups, or carrying heavy
15 rocks, bricks, or lumber when used solely as a means of punishment.

16 —Assignment of physically strenuous or harsh work that could result in harm
17 to the foster child.

18 —Requiring or forcing a child or youth to take an uncomfortable position
19 such as squatting or bending, or requiring a foster child to stay in a
20 positron for an extended length of time such as standing with nose to the
21 wall, holding hands over head, or sitting in a cross-legged position on the
22 floor, or requiring or forcing a foster child to repeat physical movements
23 when used solely as a means of punishment.

24 —Verbal abuse or derogatory remarks about the child or youth his/her
25 family, his/her race, religion, or cultural background.

26 —Denial of any essential/basic program service solely for disciplinary
27 purposes.

28 —Deprivation of meals or snacks, although scheduled meals or snacks may
29 be provided individually.

30 —Denial of visiting or communication privileges with family, clergy, attorney,
31 or caseworker solely as a means of punishment.

32 —Releasing noxious, toxic, or otherwise unpleasant sprays, mists, or
33 aerosol substances in proximity to the child or youth's face.

34 —Denial of sleep.

1 ~~Requiring the child or youth to remain silent for a period of time~~
2 ~~inconsistent with the child or youth's age, developmental level, or medical~~
3 ~~condition.~~

4 ~~Denial of shelter, clothing or bedding.~~

5 ~~Withholding of emotional response or stimulation.~~

6 ~~Discipline associated with toileting, toileting accidents or lapses in toilet~~
7 ~~training.~~

8 ~~Sending a child or youth to bed as punishment. This does not prohibit a~~
9 ~~family foster care home or facility from setting individual bed times for~~
10 ~~children or youth.~~

11 ~~Force feeding a child or youth.~~

12 a. ~~Physical management, restraint and seclusion.~~

13
14 **8.508.103 MEDICATION ADMINISTRATION**

15 A. If medications are administered during the course of HCBS-CHRP service
16 delivery by the waiver service provider, the following shall apply:

17 1. Medications must be prescribed by a Licensed Medical Professional.
18 Prescriptions and/or orders must be kept in the Client's record.

19 2. HCBS-CHRP waiver service providers must complete on-site monitoring
20 of the administration of medications to waiver participants including
21 inspecting medications for labeling, safe storage, completing pill counts,
22 and reviewing and reconciling the medication administration records, and
23 interviews with staff and participants.

24 3. ~~Twenty-four~~ 24-hour child care facilities, foster care homes, and child
25 placement agencies must also ensure compliance with the Colorado
26 Department of Human Services DHS rules regarding monitoring of
27 medication administration practices in at 10 CCR 2509-8.714.81.

28 4. Persons administering medications shall complete a course in medication
29 administration through an Approved Training Entity approved by the
30 Colorado Department of Public Health and Environment.

31
32 **8.508.110 MAINTENANCE OF CASE RECORDS**

1 A. ~~Copies of the ULTC 100.2 shall be maintained by the County Department of~~
2 ~~Social/Human Services and the CDHS Division of Child Welfare Services. In~~
3 ~~addition, the County Department of Social/Human Services shall maintain a copy~~
4 ~~of the Individualized Plan and Level of Need Checklist for the Children's~~
5 ~~Habilitation Residential Program. A copy of the ULTC 100.2 verification form~~
6 ~~shall be maintained by the provider.~~

7 B. ~~Copies of evaluations and re-evaluations shall be maintained for a minimum~~
8 ~~period of three years by those cited in 8.508.110, A, with the exception of~~
9 ~~providers who are required to maintain records for a period of six years from the~~
10 ~~date services are rendered.~~

11 C. ~~Confidentiality of records shall be maintained in accordance with Section 8.100.8~~
12 ~~of this manual, as well as with CDHS Social Services Staff Manual, Section~~
13 ~~7.000.72 (12 CCR 2509-1).~~

14 D. ~~Documentation of case activity shall also meet requirements of CDHS, Division~~
15 ~~of Child Welfare Services as outlined in the CDHS Social Services Staff Manual,~~
16 ~~Section 7.000.72 (12 CCR 2509-1).~~

17 A. CMA case management agencies shall maintain all documents, records,
18 communications, notes and other materials maintained by case management
19 agencies that relate to for all any work performed related to HCBS-HCRP. CMAs
20 Case management agencies shall maintain records for six (6) years after the
21 date a Client discharges from a waiver program.

22 ~~8.508.120~~ **REDETERMINATION OF ELIGIBILITY**

23 ~~Redetermination of eligibility for CHRP services shall be made as follows:~~

24 A. ~~At least annually and one (1) month prior to the expiration of the ULTC 100.2~~
25 ~~form, the County Department of Social/Human Services CHRP waiver~~
26 ~~administrator shall ensure that a new ULTC 100.2 form is submitted to the CDHS~~
27 ~~CHRP waiver administrator for verification if there is no significant change in the~~
28 ~~child's condition.~~

29 B. ~~At least annually, the County Department of Social/Human Services shall verify~~
30 ~~the child's continued Medicaid eligibility.~~

32 **8.508.121 REASSESSMENT AND REDETERMINATION OF ELIGIBILITY**

33 The CMA Case Management Agency (CMA) shall conduct a Level of Care Evaluation
34 and Determination to redetermine or confirm a child's or youth's eligibility ly for the
35 HCBS-CHRP waiver, ~~must be conducted~~ at a minimum, every twelve (12) months.

1 ~~The CMA shall conduct A a reassessment Comprehensive Assessment of needs to~~
2 ~~redetermine or confirm a child's or youth's eligibility months for the HCBS-CHRP~~
3 ~~individual needs, Program waiver must be conducted,~~ at a minimum, every twelve (12)
4 ~~months, and the following shall be renewed/revised and submitted to the county~~
5 ~~department CHRP waiver administrator no later than one (1) month prior to the~~
6 ~~expiration of the previous/current ULTC 100.2 verification form:~~

7 ~~The CMA shall verify that the child or youth's remains continued Medicaid Eligibility at~~
8 ~~a minimum, every twelve (12) months.~~

9 ~~A. Individualized Plan~~

10 ~~B. Copy of the Level of Need worksheet~~

11 ~~C. Copy of the ULTC 100.2~~

12 ~~D. The county department CHRP waiver administrator shall submit a copy of~~
13 ~~the Individualized Plan to the CDHS CHRP waiver administrator.~~

14
15 ~~**8.508.130 TRANSFER PROCEDURES BETWEEN COUNTY DEPARTMENTS OF**~~
16 ~~**SOCIAL SERVICES**~~

17 ~~Transfer of cases shall occur in accordance with CDHS Social Services Staff Manual,~~
18 ~~Section 7.000.6, D (12 CCR 2509-1).~~

19
20 ~~**8.508.140 DISCONTINUATION FROM THE HCBS- CHRP WAIVER**~~

21 A. A child or youth shall be discontinued from the HCBS-CHRP Program waiver
22 when one of the following occurs:

23 1. The child or youth no longer meets ~~one of the criteria~~ set forth in as
24 outlined in Section 8.508.130 of these rules;

25 2. The costs of services and supports provided in the community exceed the
26 Cost Effectiveness exceeds ICF-IID costs; criteria of the program;

27 3. The child or youth enrolls in another HCBS waiver program or is admitted
28 for a long-term stay beyond 30 consecutive days in an institution (e.g.,
29 hospital); or

30 4. The child or youth reaches his/her 21st birthday, ~~or transitions into DDS~~
31 Adult Residential Services.

1 5. The child or youth does not receive a waiver services during a full one-
2 month period.in a month.

3 B. ~~The County Department of Social/Human Services shall inform the child's~~
4 ~~parent(s) or guardian in writing on a form provided by the State of discontinuation~~
5 ~~from the CHRP Program, at least ten (10) calendar days before the effective date~~
6 ~~of discontinuation. The child's parent or guardian shall also be informed of his/her~~
7 ~~appeal rights as contained in the Home and Community Based Services - Client's~~
8 ~~Rights section of this Staff Manual. The reason and regulation supporting the~~
9 ~~discontinuation shall be clearly identified on this notice.~~

10
11 ~~C. Whenever a child is discontinued from the CHRP, the County Department of~~
12 ~~Social/Human Services shall notify all providers listed on the IP within ten (10)~~
13 ~~calendar days prior to the effective date of discontinuation; and shall notify the~~
14 ~~GDHS Division of Child Welfare Services within ten (10) calendar days, on a~~
15 ~~State designed form.~~

16 ~~D. The reason for discontinuation shall be documented in the child's case record.~~

17 ~~**8.508.150 MONITORING AND COORDINATION**~~

18 ~~A. County Departments of Social/Human Services shall document whether and how~~
19 ~~the services provided are meeting the child's needs, as defined in the IP.~~
20 ~~Documentation requirements shall be the same as those outlined in CDHS Social~~
21 ~~Services Staff Manual, Section 7.002.1 (12 CCR 2509-1), related to case~~
22 ~~planning.~~

23 ~~B. County Departments of Social/Human Services shall be responsible to~~
24 ~~coordinate information with the parent(s) or guardian, primary physician, service~~
25 ~~providers, community centered boards, Social Security Administration and others~~
26 ~~as necessary to ensure the effective delivery of services to the child.~~

27
28 **8.508.160 SERVICE PROVIDERS**

29 A. ~~Children's Habilitation Residential Program services shall be provided by the~~
30 ~~following residential provider types which Service providers for hHabilitation~~
31 ~~sServices and sServices provided outside the Ffamily home shall meet all of the~~
32 ~~certification, licensing and qQuality aAssurance regulations related to their~~
33 ~~provider type, as provided outlined in the Colorado Department of Human~~
34 ~~Services (GDHS) Social Services Staff Manual, Section 7.701 (12 CCR 2509-8):~~

1. ~~Family Foster Care Homes, as defined by the waiver, and certified and supervised by County Departments of Social Services or Child Placement Agencies (CPAs).~~
2. ~~Residential Child Care Facilities licensed through the CDHS Division of Child Care.~~
3. ~~Specialized group facilities licensed by the Division of Child Care and supervised by County Departments of Social/Human Services or Child Placement Agencies.~~

- B. ~~Children's Habilitation Residential Program Service Providers may also include Providers as defined in Section 8.500.5 of this Staff Manual. Home and Community Based Services for the Developmentally Disabled (HCBS- DD) programs will be provided by agencies that meet the following criteria. Respite Service providers that provide Service providers for Respite provided in the family home, sSupported cCommunity cConnection, Mmovement tTherapy, mMassage tTherapy, hHippotherapy, iIntensive sSupport, and Ttransition sSupport in the family home must:~~
1. ~~Have received and/or maintained program approval from the Colorado Department of Human Services, Division for Developmental Disabilities Services for the provision of HCBS- DD waiver services; and Meet the required qualifications as defined in the federally approved HCBS-CHRP waiver.~~
 2. ~~Have a Maintain and abide by all the terms of their Medicaid Provider Agreement and ; and with all applicable regulations set forth in 10 CCR 2505-10 Ssection 8.130.~~
 3. ~~Have agreed to comply with all the provisions of 8.508 et seq. Title 27, Article 10.5, C.R.S. and all the rules and regulations promulgated thereunder; and~~
 4. ~~Have and maintain any required state licensure. , if applicable, the current required license from the Colorado Department of Public Health and Environment.~~
- C. ~~Service providers shall cooperate in all of the areas identified in Section 8.500.52.~~
- D. ~~All eligible providers shall have a Medicaid Provider Agreement.~~
- E. ~~Provider agencies. Service providers shall maintain liability insurance in at least such minimum amounts as set annually by the Department of Health Care Policy and Financing, and shall have written policies and procedures regarding emergency procedures.~~

- 1 F. ~~Service providers shall not be family members as defined in §27-10.5-102(15),~~
2 ~~C.R.S. Section 8.508.170 for the children they serve in the waiver. A Family~~
3 ~~member may not be a service provider for another Family member.~~
- 4 G. When a qualified provider contracts with or utilizes the services of a
5 ~~P~~professional, individual, or vendor to augment a ~~C~~child's services under the
6 waiver the definitions and qualifications contained in Section 8.508 ~~et seq. , 170~~
7 apply.
- 8 H. ~~Provider agencies~~Service providers shall not discontinue or refuse services to a
9 ~~C~~lient unless documented efforts have been made to resolve the situation that
10 triggers such discontinuation or refusal to provide services.
- 11 I. Service providers must have written policies that address the following:
- 12 1. ~~A~~Governing access to duplication and dissemination of information from
13 the child's or youth's records in compliance with all applicable state and
14 federal privacy laws~~accordance with state statues on confidentiality of~~
15 information at 25.5-1-116, C.R.S., as amended;.
- 16 2. ~~H~~ow to ~~r~~esponse to ~~c~~ases of alleged or suspected abuse, mistreatment,
17 neglect, or exploitation. ~~-~~The policy must require immediate reporting
18 when observed by employees and contractors to the agency administrator
19 or designee and include mandatory reporting requirements pursuant to
20 sections 19-3-304, C.R.S. and ~~18-~~18-6.5-108, C.R.S.
- 21 3. The use of restraints, the rights of children ~~or~~ youth, and rights
22 modifications pursuant to ~~s~~Sections 8.508.101 and 8.508.102.
- 23 4. Medication administration pursuant to Section 8.508.103.
- 24 5. ~~O~~rientation and ~~t~~Training of sufficient scope for employees and
25 contractors to enable them to carry out their duties and responsibilities
26 efficiently, effectively and competently. ~~The~~ pPolicy must include ~~that~~
27 staffing ratios ~~that~~ are sufficient to meet the individualized support needs
28 of each child or youth receiving services.
- 29 6. Emergency procedures including ~~response to :-~~fire, evacuation, severe
30 weather, natural disasters, relocation, and staffing shortages.
- 31 I. Service provides must ~~m~~Maintain records to substantiate claims for
32 reimbursement in accordance with Department regulations and
33 guidance.~~according to Medicaid standards.~~
- 34 J. Service providers must ~~c~~omply with all federal and ~~or~~ state program reviews
35 and ~~or~~ financial audits of HCBS-CHRP waiver services.

1 K. Service providers must comply with requests by the Department of Health Care
2 Policy and Financing to collect, review, and maintain individual or agency
3 information on the HCBS-CHRP waiver.

4 L. Service providers must comply with requests by the CMA Case Management
5 Agency to monitor service delivery through Targeted Case Management.

6
7 **8.508.165 TERMINATION OR DENIAL OF HCBS-CHRP MEDICAID PROVIDER**
8 **AGREEMENTS**

9 A. The Department may deny or terminate an HCBS-CHRP waiver Medicaid
10 provider agreement in accordance with Section 8.0756.5.

11
12 **8.508.170 DEFINITIONS**

13 ~~Habilitative services are defined as those services which are recommended by a~~
14 ~~licensed practitioner, as defined in §26-4-527(3), C.R.S. to assist clients with~~
15 ~~developmental disabilities eligible under the State Plan to achieve their best possible~~
16 ~~functional level. All clients of Residential habilitation services and supports will receive~~
17 ~~some type of habilitation services in order to acquire, retain, or improve self-help,~~
18 ~~socialization, or other skills needed to reside in the community. Some clients may~~
19 ~~receive a combination of habilitative services (skill building) and support services (a task~~
20 ~~performed for the client, where learning is secondary or incidental to the task itself).~~

21 ~~A. Assessment: The process of collecting and evaluating information for the~~
22 ~~purpose of developing an individual child plan on which to base services~~
23 ~~and referral. The assessment process is both initial and ongoing.~~

24 ~~B. Case Management: Activities that are intended to ensure that clients~~
25 ~~receive the services they need, that services are coordinated, and that~~
26 ~~services are appropriate to the changing needs and stated desires of the~~
27 ~~clients and families over time. The goals of case management are: 1) to~~
28 ~~bring about positive changes in client's status; 2) to assist clients in~~
29 ~~reaching their highest potential; and 3) to achieve the best possible quality~~
30 ~~of life for clients and their families in the community. Goals are developed~~
31 ~~to the extent possible among case managers, referral sources, families~~
32 ~~and clients.~~

33 ~~C. Client: A child or youth who is receiving habilitative services in the~~
34 ~~Children's Habilitation Residential Program.~~

35 ~~D. County Caseworker: A designated representative from the local County~~
36 ~~Department of Social/Human Services.~~

1 ~~E. Developmental Disability: A disability that is manifested before the child~~
2 ~~reaches twenty-two years of age, which constitutes a substantial disability~~
3 ~~to the affected individual, and is attributable to mental retardation or~~
4 ~~related conditions which include cerebral palsy, epilepsy, autism, or other~~
5 ~~neurological conditions when such conditions result in impairment of~~
6 ~~general intellectual functioning or adaptive behavior similar to that of a~~
7 ~~person with mental retardation. It includes children less than five years of~~
8 ~~age with slow or impaired development at risk of having a developmental~~
9 ~~disability.~~

10 ~~F. Family: Defined in 27-10.5-102, C.R.S.~~

11
12 ~~G. Family Foster Care Home: A family care home providing 24-hour care for~~
13 ~~a child or children. It is a facility certified by either a County Department of~~
14 ~~Social/Human Services or a child placement agency. A family foster care~~
15 ~~home, for the purposes of this waiver, shall not be a family member as~~
16 ~~defined in 27-10.5-102(15), C.R.S.~~

17 ~~Qualifications: A qualified family foster home shall adhere to the service~~
18 ~~provision requirements of this waiver, as well as those specified and~~
19 ~~contained in CDHS Social Services Staff Manual (12 CCR 2509-6, 7.500~~
20 ~~Resource Development).~~

21 ~~H. Individual: Any person, such as a co-worker, neighbor, etc., who does not~~
22 ~~meet definition of a family member as described in 27-10.5-102(15).~~
23 ~~C.R.S.~~

24 ~~Qualifications: Any individual providing a service or support must receive~~
25 ~~training commensurate with the service or support to be provided and~~
26 ~~must meet any applicable state licensing and/or certification requirements.~~

27 ~~I. Level of Need Worksheet: A format to assess the child's level of need for~~
28 ~~services.~~

29 ~~J. Professional: Any person, except a family member as described in 27-~~
30 ~~10.5-102(15), C.R.S. performing an occupation that is regulated by the~~
31 ~~State of Colorado and requires state licensure and/or certification.~~

32 ~~Qualifications: Any person performing a professional service must~~
33 ~~possess any and all license(s) and/or certifications(s) required by the~~
34 ~~State of Colorado for the performance of that profession or professional~~
35 ~~service.~~

1 ~~K. Programming: A plan that provides intensive, comprehensive, longitudinal~~
2 ~~instruction to help the child achieve his or her best possible functioning~~
3 ~~level.~~

4 ~~L. Vendor: The supplier of a product or services to be purchased for a~~
5 ~~recipient of services under this waiver.~~

6 ~~Qualifications: In order to be approved as a vendor, the product or service~~
7 ~~to be delivered must meet all applicable manufacturer specifications, state~~
8 ~~and local building codes, and Uniform Federal Accessibility Standards. In~~
9 ~~addition, such expenses over \$1,000 should be chosen through a bid~~
10 ~~process. When a bid process is used and the lowest bid is not chosen,~~
11 ~~proper justification for selection of a vendor with a higher bid must be~~
12 ~~documented.~~

13
14 **8.508.180 CLIENTHILDREN'S RIGHTS**

15 ~~Clients rights are defined in this section to provide the fullest possible measure of~~
16 ~~privacy, dignity and other rights to persons undergoing care and treatment in the least~~
17 ~~restrictive environment.~~

18 A. ~~Service Providers shall comply with the requirements for Client's Rights in~~
19 ~~12 CCR 2509-8: 7.714.31 (2018) which are hereby incorporated by~~
20 ~~reference. The incorporation of these regulations excludes later~~
21 ~~amendments to the regulations. Pursuant to C.R.S. § 24-4-103(12.5), the~~
22 ~~Department maintains copies of this incorporated text in its entirety,~~
23 ~~available for public inspection during regular business hours at 1570 Grant~~
24 ~~Street, Denver, CO, 80203. Copies of incorporated materials are provided~~
25 ~~at cost upon request~~

26 ~~Advisement of Children's Rights: Each authorized facility shall have written policy~~
27 ~~and procedures which address and ensure the availability of each of the~~
28 ~~following rights for clients in residence.~~

29 B. ~~All children and their guardians receiving services through the CHRP shall~~
30 ~~be advised in writing of the following rights on admission.~~

31 1. ~~A written copy of his or her rights shall be furnished;~~

32 2. ~~A list of such rights shall be posted prominently in the facility and~~
33 ~~translated into Spanish or any other appropriate language as~~
34 ~~needed.~~

35 3. ~~A child may be photographed upon admission for identification and~~
36 ~~administrative purposes of the facility. No other non-medical~~

~~photographs shall be taken or used without the written consent of the client's parent or legal guardian.~~

~~B.4.—~~ Every client has the right to the same consideration and treatment as anyone else regardless of race, color, national origin, religion, age, sex, gender identity, political affiliation, sexual orientation, financial status or disability.

~~5. Every child's guardian has the right to request to see the child's medical records, to see the records at reasonable times, and to be given written reasons if the request is denied.~~

~~C. 6.—~~ The right to access age appropriate forms of communication including text, email, and social media.

~~C. Children's Rights as defined in CDHS Social Services Staff Manual, Section 7.714.50, "CHILDREN'S RIGHTS" (12 CCR 2509-8) shall also apply.~~

~~D. No person receiving services, his/her Ffamily members, Gguardian or authorized representatives, Client Representative may be retaliated against in their receipt of services or supports or otherwise as a result of attempts to advocate on their own behalf.~~

~~E. Each child or youth receiving services has the right to read or have explained in each child's or youth's and Ffamily's native language, any policies and/or procedures rules adopted by the Sservice Aagency and pertaining to the activities of the child or youth.~~

8.508.190 APPEALS

~~An individual who has applied for or is receiving CHRP services has a right to the appeal process established in Section 8.058 of this Manual. When an individual disagrees with a Community Centered Board (CCB) determination of developmental disability services, the dispute resolution process in the Colorado Department of Human Services, Developmental Disabilities Services rules and regulations shall apply. Section 16.320 (2 CCR 503-1).~~

~~A. The Community Centered Board (CCB) shall provide a the Long-Term Care notice of action form (LTC 803) to applicants and Celients and their parent(s) or legal gGuardian within ten (10) business days regarding the applicant's appeal rights in accordance within accordance with Ssection 8.057 et seq. when:~~

~~1. The applicant is determined not to have a developmental delay or developmental disability,~~

1 2. The applicant is determined eligible or ineligible for Long-Term Services and
2 Supports (LTSS),

3 3. The applicant is determined eligible or ineligible for placement on a waiting list
4 for LTSS services,

5 4. An Adverse Action occurs that affects the Client's waiver enrollment
6 status,

7 5. The applicant or client requests such information.

8 B. The CCB shall appear and defend its their decision at the Office of Administrative
9 Courts, as described in Section 8.057 et seq. when the CCB has made a denial
10 or adverse action against a client.

11 C. The CCB shall notify the Case Management Agency in the Client's Service Plan
12 within one (1) business day of the Adverse Action.

13 D. The CCB shall notify the County Department of Human/Social Services income
14 maintenance technician within ten (10) business days of an Adverse Action
15 that affects Medicaid financial eligibility.

16 E. The CCB shall notify the aApplicant's parent or legal gGuardian shall be informed
17 of an Adverse Action if the aApplicant or Client is determined ineligible for any
18 reason including if: as set forth in client eligibility and the following:

19 1. The Client is detained or resides in a correctional facility for at least one day,
20 and

21 2. The Client enters an institute for mental health for a duration with a duration
22 that continues for more greater than thirty (30) days.

23 F. The Case Management Agency (CMA) shall provide the Long-Term Care
24 notice of action form to Clients within eleven business days regarding their
25 appeal rights in accordance with sSection 8.507 et seq. when:

26 1. An Adverse Action occurs that affects the provision of the cClient's waiver
27 services, or

28 — The applicant or client requests such information.

29 G. The CMA shall notify all providers in the Client's Sservice Pplan within one (1)
30 business days of the Adverse Action.

31 1. The CMA shall notify the county Department of Human/Social Services
32 income maintenance technician within ten (10) business days of an Adverse
33 Action that may affect financial eligibility for HCBS waiver services.

1 H. The applicant or Client shall be informed of an Adverse Action if the applicant
 2 or client is determined to be ineligible as set forth in the waiver- specific Client
 3 eligibility criteria and the following:

4 1. The Client cannot be served safely within the Cost Containment as
 5 identified in the HCBS waiver,

6 2. The Client is placed in an institution for treatment for more than thirty (30)
 7 consecutive days,

8 3. The Client is detained or resides in a correctional facility for at least one day,
 9 or

10 4. The client enters an institute for mental health for more than thirty (30)
 11 consecutive days.

12 I. The Client shall be notified, pursuant to ~~10 CCR 2505-10, ss~~Section 8.057.2.A,
 13 when the following results in an Adverse Action that does not relate to waiver
 14 client eligibility requirements:

15 1. A waiver service is reduced, terminated or denied because it is not a
 16 demonstrated need in the Level of Care Evaluation and Determination needs
 17 assessment.,

18 1-2. A Service Plan or waiver service exceeds the limits set forth in the
 19 federally approved waiver.

20 3. The Client is being terminated from HCBS due to a failure to attend a Level
 21 of Care assessment appointment after three (3) attempts to schedule by the
 22 case manager within a thirty (30) day consecutive period.

23 4. ~~SP.~~The Client is being terminated from HCBS due to a failure to attend a
 24 Service Plan appointment after three (3) attempts to schedule by the case
 25 manager within a thirty (30) day consecutive period.

26 5. The Client enrolls in a different LTSS program.,~~or~~

27 6. The Client moves out of state. The Client shall be discontinued effective the
 28 day after the date of the move.

29 a. A Client who leaves the state on a temporary basis, with intent to return
 30 to Colorado, pursuant to ~~10 CCR 2505-10~~Section 8.100.3.B.4, shall not be
 31 terminated unless one or more of the other Client eligibility criteria are no
 32 longer met.

33 J. If a Client voluntarily withdraws from the waiver, the termination shall be .
 34 The client shall be terminated from the waiver effective upon the day after the

1 date the on which the cClient's the request was made by the Client is
2 documented.

3 1. The case manager shall review with the Client their decision to voluntarily
4 withdraw from the waiver. The Case Manager shall not send a notice of action,
5 upon confirmation of withdraw.

6 K. The CMAcase management agency shall not send a the Long-Term CareTC
7 notice of action form when the basis for termination is death of the Cclient, but
8 shall document the event in the Cclient record. The date of action shall be the
9 day after the date of death.

10 A.L. The case management agencyCMA shall appear and defend its their
11 decision at the Office of Administrative Courts when the CMAcase management
12 agency has issued an Adverse Action. made a denial or adverse action against a
13 client.

DRAFT