

1 **8.515.85 SUPPORTIVE LIVING PROGRAM**

2 8.515.85.A DEFINITIONS

3 Activities of Daily Living (ADLs) mean basic self-care activities, including mobility, bathing,
4 toileting, dressing, eating, transferring, support for memory and cognition, and behavioral
5 supervision.

6 Assistance means the use of manual methods to guide, assist, with the initiation or completion of
7 voluntary movement or functioning of an individual's body through the use of physical contact by
8 others, except for the purpose of providing physical restraint.

9 Assistive Technology Devices means any item, piece of equipment, or product system that is
10 used to increase, maintain, or improve functional capabilities of individuals with disabilities.

11 Authorized Representative means an individual designated by the client or the legal guardian, if
12 appropriate, who has the judgment and ability to assist the client in acquiring and utilizing
13 supports and services.

14 Behavioral Management and Education means services as defined in 10 CCR 2505-10 §
15 8.516.40.A and inclusions as defined at § 8.516.40.B, as an individually developed intervention
16 designed to decrease/control the client's severe maladaptive behaviors which, if not modified, will
17 interfere with the client's ability to remain integrated in the community.

18 Case Management Agency (CMA) means an agency within a designated service area where an
19 applicant or client can obtain Case Management services. CMAs include Single Entry Points
20 (SEP), Community Centered Boards (CCB), and private case management agencies.

21 Case Manager means an individual employed by a CMA who is qualified to perform the following
22 case management activities: determination of an individual client's functional eligibility for the
23 Home and Community Based Services – Brain Injury (HCBS-BI) waiver, development and
24 implementation of an individualized and person-centered Service Plan for the client, coordination
25 and monitoring of HCBS-BI waiver services delivery, evaluation of service effectiveness, and the
26 periodic reassessment of such client's needs.

27 ~~Certification means documentation from the Colorado Department of Public Health and
28 Environment (CDPHE) certifying that the Supportive Living Program (SLP) provider has met all
29 licensing requirements as a Home Care Agency Class A (HCA) or Assisted Living Residence
30 (ALR), in addition to all requirements in these regulations at 10 CCR 2505-10, § 8.515.85.~~

31 Critical Incident means an actual or alleged event or situation that creates a significant risk of
32 substantial or serious harm to the health or welfare of a client that could have, or has had, a
33 negative impact on the mental and/or physical well-being of a client in the short or long term. A
34 critical incident includes accidents, suspicion of abuse, neglect, or exploitation, and criminal
35 activity.

36 Department means the Department of Health Care Policy and Financing.

37 Health Maintenance Activities means those routine and repetitive health related tasks, which are
38 necessary for health and normal bodily functioning, that an individual with a disability would carry
39 out if he/she were physically able, or that would be carried out by family members or friends if
40 they were available. These activities include, but are not limited to, catheter irrigation,
41 administration of medication, enemas, suppositories, and wound care.

1 Independent Living Skills Training means services designed and directed at the development and
2 maintenance of the client's ability to independently sustain himself/herself physically, emotionally,
3 and economically in the community.

4 Instrumental Activities of Daily Living (IADLs) means activities related to independent living,
5 including preparing meals, managing money, shopping for groceries or personal items,
6 performing light or heavy housework and communication.

7 Interdisciplinary Team means a group of people responsible for the implementation of a client's
8 individualized care plan, including the client receiving services, the parent or guardian of a minor,
9 a guardian or an authorized representative, as appropriate, the person who coordinates the
10 provision of services and supports, and others as determined by the client's needs and
11 preferences, who are assembled in a cooperative manner to develop or review the person-
12 centered care plan.

13 Personal Care Services includes providing assistance with eating, bathing, dressing, personal
14 hygiene or other activities of daily living. When specified in the service plan, Personal Care
15 Services may also include housekeeping chores such as bed making, dusting, and vacuuming.
16 Housekeeping assistance must be incidental to the care furnished or essential to the health and
17 welfare of the individual rather than for the benefit of the individual's family.

18 Person-Centered Care Plan is a service plan created by a process that is driven by the individual
19 and can also include people chosen by the individual. It provides necessary information and
20 support to the individual to ensure that the individual directs the process to the maximum extent
21 possible. It documents client choice, establishes goals, identifies potential risks, assures health
22 and safety, and identifies the services and supports the client needs to function safely in the
23 community.

24 Protective Oversight is defined as monitoring and guidance of a client to assure his/her health,
25 safety, and well-being. Protective oversight includes, but is not limited to: monitoring the client
26 while on the premises, monitoring ingestion and reactions to prescribed medications, if
27 appropriate, reminding the client to carry out activities of daily living, and facilitating medical and
28 other health appointments. Protective oversight includes the client's choice and ability to travel
29 and engage independently in the wider community, and providing guidance on safe behavior
30 while outside the Supportive Living Program.

31 Room and Board is defined as a comprehensive set of services that include lodging, routine or
32 basic supplies for comfortable living, and nutritional and healthy meals and food for the client, all
33 of which are provided by the Supportive Living Program provider, and are not included in the per
34 diem.

35 SLP certification means documentation from the Colorado Department of Public Health and
36 Environment (CDPHE) recommending certification to HCPF that after the Supportive Living
37 Program (SLP) provider has met all licensing requirements as an Assisted Living Residence
38 (ALR), in addition to all requirements in these regulations at 10 CCR 2505-10, § 8.515.85. SLP
39 providers that provided and billed SLP services prior to December 31, 2014, shall be considered
40 existing SLP providers as defined at 10 CCR 2505-10, § 8.515.85.D.1 and held to the
41 requirements therein. ~~MEM and at § 8.515.85.I.2.~~

42 8.515.85.B CLIENT ELIGIBILITY

43 1. Supportive Living Program services are available to individuals who meet all of
44 the following requirements:

- 1 a. Clients are determined functionally eligible for Home and Community
2 Based Services Brain Injury waiver by a certified case management
3 agency;
- 4 b. Clients are enrolled in the Home and Community Based Services Brain
5 Injury waiver; and
- 6 c. Clients require the specialized services provided under the Supportive
7 Living Program as determined by assessed need.

8 8.515.85.C SUPPORTIVE LIVING PROGRAM INCLUSIONS

9 1. Supportive Living Program services consist of structured services designed to
10 provide:

- 11 a. Assessment;
- 12 b. Protective Oversight and supervision;
- 13 c. Behavioral Management and Education;
- 14 d. Independent Living Skills Training in a group or individualized setting to
15 support:
 - 16 i. Interpersonal and social skill development;
 - 17 ii. Improved household management skills; and
 - 18 iii. Other skills necessary to support maximum independence, such
19 as financial management, household maintenance, recreational
20 activities and outings, and other skills related to fostering
21 independence;
- 22 e. Community Participation;
- 23 f. Transportation between therapeutic activities in the community;
- 24 g. Activities of Daily Living (ADLs);
- 25 h. Personal Care and Homemaker services; and
- 26 i. Health Maintenance Activities.

27 2. Person-Centered Care Planning

28 Supportive Living Program providers must abide by the Person-Centered Care
29 Planning process. Providers will work with Case Management Agencies to
30 ensure coordination of a client's Person-Centered Care Plan. Additionally,
31 Supportive Living Program providers must provide the following actionable plans
32 for all HCBS-BI waiver clients updated every six (6) months:

- 33 a. Transition Planning; and
- 34 b. Goal Planning.

1 These elements of a Person-Centered Care Plan are intended to ensure the
2 client actively engages in his or her care and activities as well as ensure he or
3 she is able to transition to any other type of setting or service at any given time.

4 3. Exclusions

5 The following are not included as components of the Supportive Living Program:

- 6 a. Room and board; and
- 7 b. Additional services which are available as a State Plan benefit or other
8 HCBS-BI waiver service. Examples include, but are not limited to:
9 physician visits, mental health counseling, substance abuse counseling,
10 specialized medical equipment and supplies, physical therapy,
11 occupational therapy, long term home health, and private duty nursing.

12 8.515.85.D PROVIDER LICENSING AND CERTIFICATION REQUIREMENTS

13 1. Supportive Living Program providers shall be licensed by CDPHE as an Assisted
14 Living Residence (ALR) pursuant to 6 CCR 1011-1, Ch. 7, ~~or as a Home Care~~
15 ~~Agency Class A (HCA) pursuant to 6 CCR 1011-1, Ch. 26.~~ Providers
16 participating in the Supportive Living Program as of December 1, 2014, must fully
17 comply with these regulations at 10 CCR 2505-10, § 8.515.85, no later than
18 January 1, 2016. [EMc2] [EMc3]

19 a. Providers that provided and billed SLP services prior to December 31,
20 2014, either licensed by CDPHE as an ~~Assisted Living Residence (ALR)~~
21 pursuant to 6 CCR 1011-1, Ch. 7, ~~as a Home Care Agency Class A~~
22 (HCA) pursuant to 6 CCR 1011-1, Ch. 26, or under another certification
23 approved by the Department shall be considered existing providers. [EMc4]

24 b. Existing providers not fully in compliance with the requirements of §
25 8.515.85.D or § 8.515.85.I may continue to provide services under a
26 request for exception and plan for compliance approved by the
27 Department until they become fully compliant. Existing providers shall
28 submit a renewal request for exception and plan of compliance to the
29 Department each year for review and approval.

30 i. Existing providers must [EMc5]show coordination with CDPHE
31 and the Colorado Division of Fire Prevention & Control (DFPC)
32 and their approval of progress with a plan of compliance with this
33 request. The Department shall coordinate with CDPHE and
34 DFPC in the application of regulatory requirements of both
35 license and certification requirements.

36 2. In addition to the requirements of § 8.515.85.D.1, Supportive Living Program
37 providers must also receive ~~annual SLP~~ Certification by CDPHE. CDPHE issues
38 or renews a Certification when the provider is in full compliance with the
39 requirements set out in these regulations. Certification is valid for ~~one~~ three years
40 from the date of issuance unless voluntarily relinquished by the provider,
41 revoked, suspended, or otherwise sanctioned pursuant to these regulations.

42 3. No Certification shall be issued or renewed by CDPHE if the owner, applicant, or
43 administrator of the Supportive Living Program has been convicted of a felony or

1 of a misdemeanor involving moral turpitude as defined by law or involving
2 conduct that CDPHE determines could pose a risk to the health, safety, and
3 welfare of clients.

4 4. In addition to meeting the requirements of this section, Supportive Living
5 Program providers shall be licensed in accordance with C.R.S. §§ 25-1.5-103
6 (2013) and 25-3-101, et seq. (2013). ~~Supportive Living Program providers who~~
7 ~~are Home Care Agencies shall be licensed in accordance with C.R.S. § 25-27.5-~~
8 ~~101, et seq. (Aug. 5, 2013)~~ Supportive Living Program providers who are
9 Assisted Living Residences shall be licensed in accordance with C.R.S. § 25-27-
10 101, et seq. (Jul. 1, 2013). These statutes are hereby incorporated by reference.
11 The incorporation of these statutes excludes later amendments to, or editions of
12 the referenced material. Pursuant to C.R.S. § 24-4-103(12.5), the Department
13 maintains copies of this incorporated text in its entirety, available for public
14 inspection during regular business hours at 1570 Grant Street, Denver, CO,
15 80203. Certified copies of incorporated materials are provided at cost upon
16 request.

17 5. CDPHE may deny, suspend, revoke, or not renew the Certification of any
18 Supportive Living Program provider who is out of compliance with the
19 requirements of these regulations. Providers may appeal this process pursuant to
20 the State Administrative Procedure Act, C.R.S. § 24-4-101, et seq. (2013).

21 8.515.85.E PROVIDER RESPONSIBILITIES

22 Supportive Living Program providers must follow all person-centered planning initiatives
23 undertaken by the State to ensure client choice.

24 8.515.85.F HCBS PROGRAM CRITERIA

25 1. All HCBS Program Criteria must be fully implemented in accordance with the
26 final Department transition plan for compliance with federal Home and
27 Community-Based Settings requirements. The federal regulations can be found
28 at 42 C.F.R., Chapter IV, Parts 430, 431, 435, 436, 440, 441, and 447 (Mar. 17,
29 2014), which are hereby incorporated by reference. The incorporation of these
30 regulations excludes later amendments to, or editions of the referenced material.
31 Pursuant to C.R.S. § 24-4-103(12.5), the Department maintains copies of this
32 incorporated text in its entirety, available for public inspection during regular
33 business hours at 1570 Grant Street, Denver, CO, 80203. Certified copies of
34 incorporated materials are provided at cost upon request.

35 The following will be used to establish program criteria for Supportive Living
36 Program providers in establishing a home-like environment pursuant to 42 C.F.R.
37 § 440.180. In accordance with 42 C.F.R. § 441.301, the setting must:

- 38 a. Be integrated in and support full access to the greater community;
- 39 b. Be selected by the client from among setting options;
- 40 c. Ensure client rights of privacy, dignity, and respect, and freedom from
41 coercion and restraint;
- 42 d. Optimize individual initiative, autonomy, and independence in making life
43 choices;

- 1 e. Facilitate client choice regarding services and supports, and who
2 provides them;
- 3 f. Put in place a lease or other written agreement providing similar
4 protections for the client that addresses eviction processes and appeals;
- 5 g. Ensure privacy in the client's unit including lockable doors, choice of
6 roommates, and freedom to furnish or decorate the unit;
- 7 h. Ensure that clients have the freedom and support to control their own
8 schedules and activities, and have access to food at any time;
- 9 i. Each client shall have the right to receive and send packages. No client's
10 outgoing packages shall be opened, delayed, held, or censored by any
11 person;
- 12 j. Each client has the right to receive and send sealed, unopened
13 correspondence. No client's incoming or outgoing correspondence shall
14 be opened, delayed, held, or censored by any person;
- 15 k. Enable clients to have visitors of their choosing at any time; and
- 16 l. Be physically accessible.

17 2. The provider must ensure adherence to all state assurances set forth at 42
18 C.F.R. § 441.302 (Jan. 16, 2014), which is hereby incorporated by reference.
19 The incorporation of these regulations excludes later amendments to, or editions
20 of the referenced material. Pursuant to C.R.S. § 24-4-103(12.5), the Department
21 maintains copies of this incorporated text in its entirety, available for public
22 inspection during regular business hours at 1570 Grant Street, Denver, CO,
23 80203. Certified copies of incorporated materials are provided at cost upon
24 request.

25 3. Exceptions

26 Exceptions exist to the aforementioned HCBS Program Criteria listed in Section
27 8.515.85.F.1 of this rule when clear rationale and reasoning exist and is
28 supported by appropriate documentation. These exceptions are for the
29 corresponding sections in Section 8.515.85.F.1 of this rule, and are as follows:

30 a. HCBS Program Criteria under 8.515.85.F.1, a through k:

31 Requirements of program criteria may be modified if supported by a specific
32 assessed need and justified and agreed to in the person-centered care plan
33 pursuant to 42 C.F.R. § 441.302 (Jan. 16, 2014). The following requirements
34 must be documented in the person-centered care plan:

- 35 i. Identify a specific and individualized assessed need.
- 36 ii. Document the positive interventions and supports used prior to
37 any modifications to the person-centered care plan.
- 38 iii. Document less intrusive methods of meeting the need that have
39 been tried but did not work.

- 1 iv. Include a clear description of the modification that is directly
- 2 proportionate to the specific assessed need.
- 3 v. Include regular collection and review of data to measure the
- 4 ongoing effectiveness of the modification.
- 5 vi. Include established time limits for periodic reviews to determine if
- 6 the modification is still necessary or can be terminated.
- 7 vii. Include the informed consent of the individual.
- 8 viii. Include an assurance that interventions and supports will cause
- 9 no harm to the individual.
- 10 b. HCBS Program Criteria under 8.515.85.F.1.b and e:
- 11 i. When a client chooses to receive Home and Community-Based
- 12 Services in a provider-owned or controlled setting where the
- 13 provider is paid a single rate to provide a bundle of services, the
- 14 client cannot choose an alternative provider to deliver services
- 15 that are included in the bundled rate.
- 16 ii. For any services that are not included in the bundled rate, the
- 17 client may choose any qualified provider, including the provider
- 18 who controls or owns the setting if the provider offers the service
- 19 separate from the bundle.
- 20 iii. To illustrate these HCBS Program Criteria b and e requirements
- 21 by way of example, if a program provides habilitation connected
- 22 with daily living and on-site supervision under a bundled rate, an
- 23 individual is choosing the residential provider for those two
- 24 services when he or she chooses the residence. The individual
- 25 has free choice of providers for any other services in his or her
- 26 service plan, such as therapies, home health or counseling.
- 27 c. HCBS Program Criteria under 8.515.85.F.1.c:
- 28 When a client needs assistance with challenging behavior, including a client
- 29 whose behavior is dangerous to himself, herself, or others, or when the client
- 30 engages in behavior that results in significant property destruction, the
- 31 Supportive Living Program must properly create service and support plans
- 32 detailing plans to appropriately address these behaviors.
- 33 d. HCBS Program Criteria under 8.515.85.F.1.g:
- 34 Requirements for a lockable entrance door may be modified if supported by a
- 35 specific assessed need and justified and agreed to in the person-centered
- 36 service plan pursuant to 42 C.F.R. § 441.302 (Jan. 16, 2014), which is hereby
- 37 incorporated by reference. The incorporation of this regulation excludes later
- 38 amendments to, or editions of the referenced material. Pursuant to C.R.S. § 24-
- 39 4-103(12.5), the Department maintains copies of this incorporated text in its
- 40 entirety, available for public inspection during regular business hours at 1570
- 41 Grant Street, Denver, CO, 80203. Certified copies of incorporated materials are
- 42 provided at cost upon request.

1 8.515.85.G STAFFING

2 1. The Supportive Living Program provider shall ensure sufficient staffing levels to
3 meet the needs of clients, and shall meet all other staffing requirements pursuant
4 to 6 CCR 1011-1, Ch. 7, § 1.104(4)(a) , which states the following:

5 a. The owner shall employ sufficient staff to ensure the provision of
6 services necessary to meet the needs of the residents; and

7 b. In determining staffing, the facility shall give consideration to factors
8 including but not limited to:

9 i. Services to meet the residents' needs,

10 ii. Services to be provided under the care plan, and

11 iii. Services to be provided under the resident agreement.

12 c. Each facility shall ensure that at least one staff member who has the
13 qualifications and training listed under Sections 1.104(3)(e) and (f), and
14 who shall be at least 18 years of age, is present in the facility when one
15 or more residents is present. These regulations are hereby incorporated
16 by reference. The incorporation of these regulations exclude later
17 amendments to, or editions of the referenced material. Pursuant to
18 C.R.S. § 24-4-103(12.5), the Department maintains copies of this
19 incorporated text in its entirety, available for public inspection during
20 regular business hours at 1570 Grant Street, Denver, CO, 80203.
21 Certified copies of incorporated materials are provided at cost upon
22 request.

23 In addition to these regulations, staff should be trained in how to work with an
24 individual or individuals in difficult situations that may arise in the course of their
25 work.

26 2. The operator, staff, and volunteers who provide direct client care or protective
27 oversight must be trained in relevant precautions and emergency procedures,
28 including first aid, to ensure the safety of the clientele. The SLP provider shall
29 adhere to all other regulations pursuant to 6 CCR 1011-1, Ch. 7, §§ 1.103(8) and
30 § 1.104(1)-(2), which are hereby incorporated by reference. The incorporation of
31 this regulation excludes later amendments to, or editions of the referenced
32 material. Pursuant to C.R.S. § 24-4-103(12.5), the Department maintains copies
33 of this incorporated text in its entirety, available for public inspection during
34 regular business hours at 1570 Grant Street, Denver, CO, 80203. Certified
35 copies of incorporated materials are provided at cost upon request.

36 3. Within one month of the date of hire, the Supportive Living Program provider
37 shall provide adequate training for staff on each of the following topics:

38 a. Crisis prevention;

39 b. Identifying and dealing with difficult situations;

40 c. Cultural competency;

- 1 d. Infection control; and
- 2 e. Grievance and complaint procedures.
- 3 4. Prior to providing direct care, the Supportive Living Program provider shall
- 4 provide to the operator, staff, and volunteers an orientation of the location in
- 5 which the program operates and adequate training on person-centered care
- 6 planning.
- 7 5. All staff training shall be documented. Copies of person-centered care plan
- 8 training and related documentation must be submitted to the Department. Copies
- 9 must also be submitted for inspection and approval upon changing the training
- 10 curriculum.
- 11 6. In addition to the relevant requirements imposed by CDPHE in 6 CCR 1011-1
- 12 Ch. 7 on Assisted Living Residence ~~and 6 CCR 1011-1 Ch. 26 on Home Care~~
- 13 ~~Agencies~~, the Department requires that the program director shall have an
- 14 advanced degree in a health or human service related profession plus two years
- 15 of experience providing direct services to persons with a brain injury. A
- 16 bachelor's or nursing degree with three years of similar experience or a
- 17 combination of education and experience shall be an acceptable substitute.
- 18 7. The provider shall employ or contract for behavioral services and skill training
- 19 services according to client needs.
- 20 8. The Supportive Living Program provider shall employ staff qualified by education,
- 21 training, and experience according to orientation and training requirements
- 22 indicated within 10 CCR 2505-10, § 8.525.85.G. The Supportive Living Program
- 23 shall have staff on duty as necessary to meet the needs of clients at all times, so
- 24 that provision of services is not dependent upon the use of clients to perform staff
- 25 functions. Volunteers may be utilized in the home but shall not be included in the
- 26 provider's staffing plan in lieu of employees.
- 27 9. The Supportive Living Program provider shall have written personnel policies.
- 28 Each staff member shall be provided a copy upon employment and the
- 29 administrator or designee shall explain such policies during the initial staff
- 30 orientation period.
- 31 10. All Supportive Living Program provider staff, prospective staff, and volunteers
- 32 shall undergo a criminal background check through the Colorado Bureau of
- 33 Investigation. Any person convicted of an offense that could pose a risk to the
- 34 health, safety, and welfare of clients shall not be employed by the provider. If the
- 35 provider or prospective staff disagree with assessment of risk they are allowed to
- 36 appeal the decision to the Department. All costs related to obtaining a criminal
- 37 background check shall be borne by the provider.

38 8.515.85.H CLIENT RIGHTS AND PROPERTY

- 39 1. Clients shall have all rights stated in 10 CCR 2505-10 § 8.515.85.F.1, (HCBS
- 40 Program Criteria) and in accordance with 42 C.F.R. § 441.301 (Jan. 16, 2014),
- 41 which is hereby incorporated by reference. The incorporation of this regulation
- 42 excludes later amendments to, or editions of the referenced material. Pursuant to
- 43 C.R.S. § 24-4-103(12.5), the Department maintains copies of this incorporated
- 44 text in its entirety, available for public inspection during regular business hours at

1 1570 Grant Street, Denver, CO, 80203. Certified copies of incorporated materials
2 are provided at cost upon request.

3 2. The provider shall have policies on management of client funds and property
4 consistent with those at 6 CCR 1011-1 Ch. 7, §1.105(3), which states the
5 following:

6 a. A facility may enter into a written agreement with the resident or
7 resident's legal representative for the management of a resident's funds
8 or property. However, there shall be no requirement for the facility to
9 handle resident funds or property.

10 i. Written Agreement. A resident or the resident's legal
11 representative may authorize the owner to handle the resident's
12 personal funds or property. Such authorization shall be in writing
13 and witnessed and shall specify the financial management
14 services to be performed.

15 ii. Fiduciary Responsibility. In the event that a written agreement for
16 financial management services is entered into, the facility shall
17 exercise fiduciary responsibility for these funds and property,
18 including, but not limited to, maintaining any funds over the
19 amount of five hundred dollars (\$500) in an interest bearing
20 account, separate from the general operating fund of the facility,
21 which interest shall accrue to the resident.

22 iii. Surety Bond. Facilities which accept responsibility for residents'
23 personal funds shall post a surety bond in an amount sufficient to
24 protect the residents' personal funds.

25 iv. Accounting.

26 1) A running account, dated and in ink, shall be maintained
27 of all financial transactions. There shall be at least a
28 quarterly accounting provided to the resident or legal
29 representative itemizing in writing all transactions
30 including at least the following: the date on which any
31 money was received from or disbursed to the resident;
32 any and all deductions for room and board and other
33 expenses; any advancements to the resident; and the
34 balance.

35 2) An account shall begin with the date of the first handling
36 of the personal funds of the resident and shall be kept on
37 file for at least three years following termination of the
38 resident's stay in the facility. Such record shall be
39 available for inspection by the Department.

40 v. Receipts. Residents shall receive a receipt for and sign to
41 acknowledge disbursed funds.

42 3. Upon client request, a client shall be entitled to receive available money or funds
43 held in trust.

1 8.515.85.1 FIRE SAFETY AND EMERGENCY PROCEDURES

- 2 1. Applicants for initial provider Certification shall meet the applicable standards of
3 the rules for building, fire, and life safety code enforcement as adopted by the
4 Colorado Division Of Fire Prevention & DFPC Control, in accordance with 8 CCR
5 1507-31, ~~(Aug. 26, 2013)~~, which is hereby incorporated by reference. ~~The~~
6 ~~incorporation of these regulations excludes later amendments to, or editions of~~
7 ~~the referenced material.~~ Pursuant to C.R.S. § 24-4-103(12.5), the Department
8 maintains copies of this incorporated text in its entirety, available for public
9 inspection during regular business hours at 1570 Grant Street, Denver, CO,
10 80203. Certified copies of incorporated materials are provided at cost upon
11 request.
- 12 2. Existing ~~Supportive Living Program SLP~~ providers ~~with a Certification in effect as~~
13 ~~defined at 10 CCR 2505-10, § 8.515.85.D.1 prior to December 31st, 2014,~~ may
14 continue, ~~through the use of a Department-approved exception as defined in 10~~
15 ~~CCR 2505-10, § 8.515.85.D.1.b, to utilize existing approved fire safety systems~~
16 ~~approved by the local fire authority having jurisdiction provided they remain until~~
17 ~~??/??/?? or they demonstrate in compliance with 8 CCR 1507-31 provided they~~
18 ~~remain in compliance with the following:~~
- 19 a. ~~There is those fire safety systems as verified by the Department of Fire~~
20 ~~Control and Prevention (DFCP), and provided there is~~ no change in evacuation
21 status of a client,
- 22 b. ~~nor a client admission or discharge that alters the residence overall fire~~
23 ~~safety rating, and provided~~
- 24 c. ~~no renovation of 25 percent or greater to the total interior of the physical~~
25 ~~plant is performed.~~
- 26 d. ~~If such a change, admission, discharge or renovation occurs, the home~~
27 ~~shall be required to meet the applicable standards referenced in 10 CCR~~
28 ~~2505-10 § 8.515.85.I.1.~~
- 29
- 30 3. Providers shall develop written emergency plans and procedures for fire, serious
31 illness, severe weather, disruption of essential utility services, and missing
32 persons for each client. Emergency and evacuation procedures shall be
33 consistent with any relevant local and state fire and life safety codes and the
34 provisions set forth in 6 CCR 1011-1 Ch. 7, §1.104(5)(b) and (c), which state the
35 following:
- 36 a. Emergency plan. The emergency plan shall include planned responses
37 to fire, gas explosion, bomb threat, power outages, and tornadoes. Such
38 plan shall include provisions for alternate housing in the event
39 evacuation is necessary.
- 40 b. Disclosure to residents. Within three (3) days of admission, the plan shall
41 be explained to each resident or legal representative, as appropriate.
- 42 c. The policy shall describe the procedures to be followed by the facility in
43 the event of serious illness, serious injury, or death of a resident.

1 d. The policy shall include a requirement that the facility notify an
2 emergency contact when the resident's injury or illness warrants medical
3 treatment or face-to-face medical evaluation. In the case of an
4 emergency room visit or unscheduled hospitalization, a facility must
5 notify an emergency contact immediately, or as soon as practicable.

6 4. Within three (3) days of scheduled work or commencement of volunteer service,
7 the program shall provide adequate training for staff in emergency and fire
8 escape plan procedures.

9 5. Staff and clients shall have training on, and practices of, emergency plans and
10 procedures, in addition to fire drills, at intervals throughout the year. There shall
11 be at least two fire drills conducted annually during the evening and overnight
12 hours while clients are sleeping. All such practices and training shall be
13 documented and reviewed every six (6) months. Such documentation shall
14 include any difficulties encountered and any needed adaptations to the plan.
15 Such adaptations shall be implemented immediately upon identification.

16 8.515.85.J ENVIRONMENTAL AND MAINTENANCE REQUIREMENTS

17 1. A Supportive Living Program residence shall be designed, constructed,
18 equipped, and maintained to ensure the physical safety of clients, personnel, and
19 visitors as required by 6 CCR 1011-1, Ch. 7, § 1.111, regarding the interior and
20 exterior environment:

21 a. Interior Environment: All interior areas including attics, basements, and
22 garages shall be safely maintained. The facility shall provide a clean,
23 sanitary environment, free of hazards to health and safety.

24 i. Potential Safety Hazards include:

25 1) Cooking shall not be allowed in bedrooms. Residents
26 may have access to an alternative area where minimal
27 food preparation such as heating or reheating food or
28 making hot beverages is allowed. In those facilities
29 which make housing available to residents through
30 apartments rather than resident bedrooms, cooking may
31 be allowed in accordance with house rules. Only
32 residents who are capable of cooking safely shall be
33 allowed to do so. The facility shall document such
34 assessment.

35 2) Extension cords and multiple use electrical sockets in
36 resident rooms shall be limited to one per resident.

37 3) Power strips are permitted throughout the facility with the
38 following limitations:

39 a) The power strip must be provided with
40 overcurrent protection in the form of a circuit
41 breaker or fuse.

42 b) The power strip must have a UL (underwriters
43 laboratories) label.

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- C) The power strips cannot be linked together when used.
 - d) Extension cords cannot be plugged into the power strip.
 - e) Power strips can have no more than six receptacles.
 - f) The use will be restricted to one power strip per resident per bedroom.
- 4) Personal Appliances shall be allowed in resident bedrooms only under the following circumstances:
- a) Such appliances are not used for cooking;
 - b) Such appliances do not require use of an extension cord or multiple use electrical sockets;
 - c) Such appliance is in good repair as evaluated by the administrator;
 - d) Such appliance is used by a resident who the administrator believes to be capable of appropriate and safe use. The facility shall document such assessment.
- 5) Electric blanket/Heating pad. In no event shall a heating pad or electric blanket be used in a resident room without either staff supervision or documentation that the administrator believes the resident to be capable of appropriate and safe use.
- 6) All interior areas including attics, basements, and garages shall be free from accumulations of extraneous materials such as refuse, discarded furniture, and old newspapers.
- 7) Combustibles such as cleaning rags and compounds shall be kept in closed metal containers.
- 8) Kerosene (fuel fired) heaters shall not be permitted within the facility. Electric or space heaters shall not be permitted within resident bedrooms and may only be used in common areas of the facility if owned, provided, and maintained by the facility.
- 9) Fire resistant wastebaskets. Enclosed areas on the premises where smoking is allowed shall be equipped with fire resistant wastebaskets. In addition, resident rooms occupied by smokers, even when house rules prohibit smoking in resident rooms, shall have fire resistant wastebaskets.

- 1 ii. Potential Infection/Injury Hazards
 - 2 1) Insect/rodent infestations. The facility shall be
 - 3 maintained free of infestations of insects and rodents
 - 4 and all openings to the outside shall be screened.

 - 5 2) Storage of hazardous substances. Solutions, cleaning
 - 6 compounds and hazardous substances shall be labeled
 - 7 and stored in a safe manner.

 - 8 iii. Heating, Lighting, and Ventilation
 - 9 1) Each room in the facility shall be installed with heat,
 - 10 lighting and ventilation sufficient to accommodate its use
 - 11 and the needs of the residents.

 - 12 2) All interior and exterior steps and interior hallways and
 - 13 corridors shall be adequately illuminated.

 - 14 iv. Water
 - 15 1) There shall be an adequate supply of safe, potable water
 - 16 available for domestic purposes.

 - 17 2) There shall be a sufficient supply of hot water during
 - 18 peak usage demands.

 - 19 3) Hot water shall not measure more than 120 degrees
 - 20 Fahrenheit at taps which are accessible by resident.

 - 21 v. There shall be a telephone available for regular telephone usage
 - 22 by residents and staff.
- 23 b. Exterior Environment
- 24 i. Potential Safety Hazards
 - 25 1) Exterior premises shall be kept free of high weeds and
 - 26 grass, garbage and rubbish. Grounds shall be
 - 27 maintained to prevent hazardous slopes, holes, or other
 - 28 potential hazards.

 - 29 2) Exterior staircases of three (3) or more steps and
 - 30 porches shall have handrails. Staircases and porches
 - 31 shall be kept in good repair.

32 2. The Supportive Living Program provider shall comply with all State and Local
33 Laws/Codes regarding furnishings, equipment and supplies pursuant to 6 CCR
34 1011-1, Ch. 7, § 1.112 (Aug. 14, 2013), which is hereby incorporated by
35 reference. The incorporation of these regulations excludes later amendments to,
36 or editions of the referenced material. Pursuant to C.R.S. § 24-4-103(12.5), the
37 Department maintains copies of this incorporated text in its entirety, available for
38 public inspection during regular business hours at 1570 Grant Street, Denver,

- 1 CO, 80203. Certified copies of incorporated materials are provided at cost upon
2 request.
- 3 3. Clients shall be allowed free use of all common living areas within the residence,
4 with due regard for privacy, personal possessions, and safety of clients.
- 5 4. Supportive Living Program providers shall develop and implement procedures for
6 the following:
- 7 a. Handling of soiled linen and clothing;
- 8 b. Storing personal care items;
- 9 c. General cleaning to minimize the spread of pathogenic organisms; and
- 10 d. Keeping the home free from offensive odors and accumulations of dirt
11 and garbage.
- 12 5. The Supportive Living Program provider shall ensure that each client is furnished
13 with his or her own personal hygiene and care items. These items are to be
14 considered basic in meeting an individual's needs for hygiene and remaining
15 healthy. Any additional items may be selected and purchased by the client at his
16 or her discretion.
- 17 6. There shall be adequate bathroom facilities for individuals to access without
18 undue waiting or burden.
- 19 7. The Supportive Living Program provider shall comply with all bathroom
20 requirements regarding handrails, handholds, and other needs of clients
21 pursuant to 6 CCR 1101-1 Ch. 7, § 1.112(4)
- 22 a. A full bathroom shall consist of at least the following fixtures: toilet, hand
23 washing sink, toilet paper dispenser, mirror, tub or shower, and towel
24 rack. However, any facility licensed to provide services specifically for
25 the mentally ill prior to January 1, 1992 may have one bathroom for
26 every eight (8) residents until either a substantial remodeling or a change
27 of ownership occurs.
- 28 b. There shall be a bathroom on each floor having resident bedrooms which
29 is accessible without requiring access through an adjacent bedroom.
- 30 c. In any facility which is occupied by one or more residents utilizing an
31 auxiliary aid, the facility shall provide at least one full bathroom as
32 defined herein with fixtures positioned so as to be fully accessible to any
33 resident utilizing an auxiliary aid.
- 34 d. Bathtubs and shower floors shall have non-skid surfaces.
- 35 e. Grab bars shall be properly installed at each tub and shower, and
36 adjacent to each toilet in any facility which is occupied by one or more
37 residents utilizing an auxiliary aid or as otherwise indicated by the needs
38 of the resident population.

- 1 f. Toilet seats shall be constructed of non-absorbent material and free of
2 cracks.
- 3 g. The use of common personal care articles, including soap and towels, is
4 prohibited.
- 5 h. Toilet paper in a dispenser shall be available at all times in each
6 bathroom of the facility.
- 7 i. Liquid soap and paper towels shall be available at all times in the
8 common bathrooms of the facility.
- 9 8. Each client shall have access to telephones, both to make and to receive calls in
10 privacy.
- 11 9. The Supportive Living Staff shall maintain a clean, safe, and healthy
12 environment, including appropriate cleaning techniques and sanitary meal
13 preparation and delivery according to 6 CCR 1011-1, Ch. 7, § 1.109, which
14 requires the following:
 - 15 a. For facilities with less than twenty (20) beds, food shall be prepared,
16 handled and stored in a sanitary manner, so that it is free from spoilage,
17 filth, or other contamination, and shall be safe for human consumption.
 - 18 b. Hazardous materials shall not be stored with food supplies.
 - 19 c. Facilities with twenty (20) beds or more shall comply with CDPHE's
20 March 1, 2013 regulations on Colorado Retail Food Establishments at 6
21 CCR 1010-2, which are hereby incorporated by reference. The
22 incorporation of these regulations excludes later amendments to, or
23 editions of the referenced material. Pursuant to C.R.S. § 24-4-103(12.5),
24 the Department maintains copies of this incorporated text in its entirety,
25 available for public inspection during regular business hours at 1570
26 Grant Street, Denver, CO, 80203. Certified copies of incorporated
27 materials are provided at cost upon request.

28 8.515.85.K COMPLAINTS AND GRIEVANCES

29 Each client will have the right to voice grievances and recommend changes in policies
30 and services to both the Department and/or the Supportive Living Program provider.
31 Complaints and grievances made to the Department shall be made in accordance with
32 the grievance and appeal process in 10 CCR 2505-10 § 8.209.

33 8.515.85.M RECORDS

- 34 1. Supportive Living Providers shall develop policies and procedures to secure
35 client information against potential identity theft. Confidentiality of medical
36 records shall be maintained in compliance with 45 C.F.R. §§ 160.101, et seq.
37 and 164.102, et seq. (2014), which are hereby incorporated by reference. The
38 incorporation of these regulations excludes later amendments to, or editions of
39 the referenced material. Pursuant to C.R.S. § 24-4-103(12.5), the Department
40 maintains copies of this incorporated text in its entirety, available for public
41 inspection during regular business hours at 1570 Grant Street, Denver, CO,

1 80203. Certified copies of incorporated materials are provided at cost upon
2 request.

3 2. All medical records for adults (persons eighteen (18) years of age or older) shall
4 be retained for no less than six (6) years after the last date of service or
5 discharge from the Supportive Living Program. All medical records for minors
6 shall be retained after the last date of service or discharge from the Supportive
7 Living Program for the period of minority plus six (6) years.

8 8.515.85.N REIMBURSEMENT

9 1. Supportive Living Program services shall be reimbursed according to a per diem
10 rate, using a methodology determined by the Department. Authority for the
11 Department to define and limit covered services is found at C.R.S. § 25.5-1-202
12 (2013).

13 2. The methodology for calculating the per diem rate shall be based on a weighted
14 average of client acuity scores.

15 3. The Department shall establish a maximum allowable room and board charge for
16 clients in the Supportive Living Program. Increases in payment shall be permitted
17 in a dollar-for-dollar relationship to any increase in the Supplemental Security
18 Income grant standard inasmuch as the Colorado Department of Human
19 Services also raises its grant amounts.

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