

1 **8.515.85 SUPPORTIVE LIVING PROGRAM**

2 8.515.85.J ENVIRONMENTAL AND MAINTENANCE REQUIREMENTS

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

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

10 i. Potential Safety Hazards include:

11 1) Cooking shall not be allowed in bedrooms. Residents  
12 may have access to an alternative area where minimal  
13 food preparation such as heating or reheating food or  
14 making hot beverages is allowed. In those facilities  
15 which make housing available to residents through  
16 apartments rather than resident bedrooms, cooking may  
17 be allowed in accordance with house rules. Only  
18 residents who are capable of cooking safely shall be  
19 allowed to do so. The facility shall document such  
20 assessment.

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

23 3) Power strips are permitted throughout the facility with the  
24 following limitations:

25 a) The power strip must be provided with  
26 overcurrent protection in the form of a circuit  
27 breaker or fuse.

28 b) The power strip must have a UL (underwriters  
29 laboratories) label.

30 c) The power strips cannot be linked together when  
31 used.

32 d) Extension cords cannot be plugged into the  
33 power strip.

34 e) Power strips can have no more than six  
35 receptacles.

36 f) The use will be restricted to one power strip per  
37 resident per bedroom.

38 4) Personal Appliances shall be allowed in resident  
39 bedrooms only under the following circumstances:

- 1 a) Such appliances are not used for cooking;
- 2 b) Such appliances do not require use of an  
3 extension cord or multiple use electrical sockets;
- 4 c) Such appliance is in good repair as evaluated by  
5 the administrator;
- 6 d) Such appliance is used by a resident who the  
7 administrator believes to be capable of  
8 appropriate and safe use. The facility shall  
9 document such assessment.
- 10 5) Electric blanket/Heating pad. In no event shall a heating  
11 pad or electric blanket be used in a resident room  
12 without either staff supervision or documentation that the  
13 administrator believes the resident to be capable of  
14 appropriate and safe use.
- 15 6) All interior areas including attics, basements, and  
16 garages shall be free from accumulations of extraneous  
17 materials such as refuse, discarded furniture, and old  
18 newspapers.
- 19 7) Combustibles such as cleaning rags and compounds  
20 shall be kept in closed metal containers.
- 21 8) Kerosene (fuel fired) heaters shall not be permitted  
22 within the facility. Electric or space heaters shall not be  
23 permitted within resident bedrooms and may only be  
24 used in common areas of the facility if owned, provided,  
25 and maintained by the facility.
- 26 9) Fire resistant wastebaskets. Enclosed areas on the  
27 premises where smoking is allowed shall be equipped  
28 with fire resistant wastebaskets. In addition, resident  
29 rooms occupied by smokers, even when house rules  
30 prohibit smoking in resident rooms, shall have fire  
31 resistant wastebaskets.
- 32 ii. Potential Infection/Injury Hazards
- 33 1) Insect/rodent infestations. The facility shall be  
34 maintained free of infestations of insects and rodents  
35 and all openings to the outside shall be screened.
- 36 2) Storage of hazardous substances. Solutions, cleaning  
37 compounds and hazardous substances shall be labeled  
38 and stored in a safe manner.
- 39 iii. Heating, Lighting, and Ventilation
- 40 1) Each room in the facility shall be installed with heat,  
41 lighting and ventilation sufficient to accommodate its use  
42 and the needs of the residents.

1 2) All interior and exterior steps and interior hallways and  
2 corridors shall be adequately illuminated.

3 iv. Water

4 1) There shall be an adequate supply of safe, potable water  
5 available for domestic purposes.

6 2) There shall be a sufficient supply of hot water during  
7 peak usage demands.

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

10 v. There shall be a telephone available for regular telephone usage  
11 by residents and staff.

12 b. Exterior Environment

13 i. Potential Safety Hazards

14 1) Exterior premises shall be kept free of high weeds and  
15 grass, garbage and rubbish. Grounds shall be  
16 maintained to prevent hazardous slopes, holes, or other  
17 potential hazards.

18 2) Exterior staircases of three (3) or more steps and  
19 porches shall have handrails. Staircases and porches  
20 shall be kept in good repair.

21 2. The Supportive Living Program provider shall comply with all State and Local  
22 Laws/Codes regarding furnishings, equipment and supplies pursuant to 6 CCR  
23 1011-1, Ch. 7, § 1.112 (Aug. 14, 2013), which is hereby incorporated by  
24 reference. The incorporation of these regulations excludes later amendments to,  
25 or editions of the referenced material. Pursuant to C.R.S. § 24-4-103(12.5), the  
26 Department maintains copies of this incorporated text in its entirety, available for  
27 public inspection during regular business hours at 1570 Grant Street, Denver,  
28 CO, 80203. Certified copies of incorporated materials are provided at cost upon  
29 request.

30 3. Clients shall be allowed free use of all common living areas within the residence,  
31 with due regard for privacy, personal possessions, and safety of clients.

32 4. Supportive Living Program providers shall develop and implement procedures for  
33 the following:

34 a. Handling of soiled linen and clothing;

35 b. Storing personal care items;

36 c. General cleaning to minimize the spread of pathogenic organisms; and

37 d. Keeping the home free from offensive odors and accumulations of dirt  
38 and garbage.

- 1 5. The Supportive Living Program provider shall ensure that each client is furnished  
2 with his or her own personal hygiene and care items. These items are to be  
3 considered basic in meeting an individual's needs for hygiene and remaining  
4 healthy. Any additional items may be selected and purchased by the client at his  
5 or her discretion.
- 6 6. There shall be adequate bathroom facilities for individuals to access without  
7 undue waiting or burden.
- 8 7. The Supportive Living Program provider shall comply with all bathroom  
9 requirements regarding handrails, handholds, and other needs of clients  
10 pursuant to 6 CCR 1101-1 Ch. 7, § 1.112(4)
- 11 a. A full bathroom shall consist of at least the following fixtures: toilet, hand  
12 washing sink, toilet paper dispenser, mirror, tub or shower, and towel  
13 rack. ~~However, any facility licensed to provide services specifically for~~  
14 ~~the mentally ill prior to January 1, 1992 may have one bathroom for~~  
15 ~~every eight (8) residents until either a substantial remodeling or a change~~  
16 ~~of ownership occurs.~~
- 17 b. There shall be a bathroom on each floor having resident bedrooms which  
18 is accessible without requiring access through an adjacent bedroom.
- 19 c. In any facility which is occupied by one or more residents utilizing an  
20 auxiliary aid, the facility shall provide at least one full bathroom as  
21 defined herein with fixtures positioned so as to be fully accessible to any  
22 resident utilizing an auxiliary aid.
- 23 d. Bathtubs and shower floors shall have non-skid surfaces.
- 24 e. Grab bars shall be properly installed at each tub and shower, and  
25 adjacent to each toilet in any facility which is occupied by one or more  
26 residents utilizing an auxiliary aid or as otherwise indicated by the needs  
27 of the resident population.
- 28 f. Toilet seats shall be constructed of non-absorbent material and free of  
29 cracks.
- 30 g. The use of common personal care articles, including soap and towels, is  
31 prohibited.
- 32 h. Toilet paper in a dispenser shall be available at all times in each  
33 bathroom of the facility.
- 34 i. Liquid soap and paper towels shall be available at all times in the  
35 common bathrooms of the facility.
- 36 8. Each client shall have access to telephones, both to make and to receive calls in  
37 privacy.
- 38 9. The Supportive Living Staff shall maintain a clean, safe, and healthy  
39 environment, including appropriate cleaning techniques and sanitary meal  
40 preparation and delivery according to 6 CCR 1011-1, Ch. 7, § 1.109, which  
41 requires the following:

- 1 a. For facilities with less than twenty (20) beds, food shall be prepared,  
2 handled and stored in a sanitary manner, so that it is free from spoilage,  
3 filth, or other contamination, and shall be safe for human consumption.
- 4 b. Hazardous materials shall not be stored with food supplies.
- 5 c. Facilities with twenty (20) beds or more shall comply with CDPHE's  
6 March 1, 2013 regulations on Colorado Retail Food Establishments at 6  
7 CCR 1010-2, which are hereby incorporated by reference. The  
8 incorporation of these regulations excludes later amendments to, or  
9 editions of the referenced material. Pursuant to C.R.S. § 24-4-103(12.5),  
10 the Department maintains copies of this incorporated text in its entirety,  
11 available for public inspection during regular business hours at 1570  
12 Grant Street, Denver, CO, 80203. Certified copies of incorporated  
13 materials are provided at cost upon request.

14 8.515.85.K COMPLAINTS AND GRIEVANCES

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

19 8.515.85.M RECORDS

- 20 1. Supportive Living Providers shall develop policies and procedures to secure  
21 client information against potential identity theft. Confidentiality of medical  
22 records shall be maintained in compliance with 45 C.F.R. §§ 160.101, et seq.  
23 and 164.102, et seq. (2014), which are hereby incorporated by reference. The  
24 incorporation of these regulations excludes later amendments to, or editions of  
25 the referenced material. Pursuant to C.R.S. § 24-4-103(12.5), the Department  
26 maintains copies of this incorporated text in its entirety, available for public  
27 inspection during regular business hours at 1570 Grant Street, Denver, CO,  
28 80203. Certified copies of incorporated materials are provided at cost upon  
29 request.
- 30 2. All medical records for adults (persons eighteen (18) years of age or older) shall  
31 be retained for no less than six (6) years after the last date of service or  
32 discharge from the Supportive Living Program. All medical records for minors  
33 shall be retained after the last date of service or discharge from the Supportive  
34 Living Program for the period of minority plus six (6) years.

35 8.515.85.N REIMBURSEMENT

- 36 1. Supportive Living Program services shall be reimbursed according to a per diem  
37 rate, using a methodology determined by the Department. Authority for the  
38 Department to define and limit covered services is found at C.R.S. § 25.5-1-202  
39 (2013).
- 40 2. The methodology for calculating the per diem rate shall be based on a weighted  
41 average of client acuity scores.
- 42 3. The Department shall establish a maximum allowable room and board charge for  
43 clients in the Supportive Living Program. Increases in payment shall be permitted  
44 in a dollar-for-dollar relationship to any increase in the Supplemental Security

1 Income grant standard ~~inasmuch as if~~ the Colorado Department of Human  
2 Services also raises ~~its~~ grant amounts.

3 a. Room and board shall not be a benefit of HCBS-BI residential services.  
4 Clients shall be responsible for room and board in an amount not to  
5 exceed the Department established rate.

6 8.515.85.O CALCULATION OF CLIENT PAYMENT (PETI)

7 1. When a client has been determined eligible for Home and Community Based  
8 Services (HCBS) under the 300% income standard, according to Section 8.100,  
9 the State may reduce Medicaid payment for SLP residential services. The case  
10 manager shall calculate the client payment (PETI) for 300% eligible HCBS-BI  
11 clients according to the following procedures:

12 a. For 300% eligible clients who receive residential services, the case  
13 manager shall complete a State-prescribed form which calculates the  
14 client payment according to the following procedures:

15 i. An amount equal to the current Old Age Pension standard,  
16 including any applicable income disregards, shall be deducted  
17 from the client's gross income to be used as the client  
18 maintenance allowance, from which the state-prescribed HCBS  
19 residential services room and board amount shall be paid: and

20 ii. For an individual with financial responsibility for others:

21 1) If the individual is financially responsible for only a  
22 spouse, an amount equal to the state Aid to the Needy  
23 Disabled (AND) standard, less the amount of any  
24 spouse's income, shall be deducted from the client's  
25 gross income; or

26 2) If the individual is financially responsible for a spouse  
27 plus other dependents, or with financial responsibility for  
28 other dependents only, an amount equal to the  
29 appropriate Temporary Assistance to Needy Families  
30 (TANF) grant level less any income of the spouse and/or  
31 dependents (excluding income from part-time  
32 employment earnings of a dependent child who is either  
33 a full-time student of a part-time student as defined at  
34 Section 8.100.3.L.2.d.) shall be deducted from the  
35 client's gross income; and

36 iii. Amounts for incurred expenses for medical or remedial care for  
37 the individual that are not subject to payment by Medicare,  
38 Medicaid, or other third party shall be deducted from the client's  
39 gross income as follows:

40 1) Health insurance premiums if health insurance coverage  
41 is documented in the eligibility system: deductible or co-  
42 insurance charges: and

43 2) Necessary dental care not to exceed amounts equal to  
44 actual expenses incurred: and

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- 3) Vision and auditory care expenses not to exceed amounts equal to actual expenses incurred: and
  
- 4) Medications, with the following limitations:
  - a) The need for such medications shall be documented in writing by the attending physician. For this purpose, documentation on the URC certification form shall be considered adequate. The documentation shall list the medication; state why it is medically necessary; be signed by the physician; and shall be renewed at least annually or whenever there is a change.
  
  - b) Medications which may be purchased with the client's Medicaid ~~Identification~~ Identification Card shall not be allowed as deductions.
  
  - c) Medications which may be purchased through regular Medicaid prior authorization procedures shall not be allowed.
  
  - d) The full cost of brand-name medications shall not be allowed if a generic form is available at a lower price.
  
  - e) Only the amount spent for medications which exceeds the current Old Age Pension Standard allowance for medicine chest expense shall be allowed as a deduction.
  
- 5) Other necessary medical or remedial care shall be deducted from the client's gross income, with the following limitations:
  - a) The need for such care shall be documented in writing by the attending physician. For this purpose, documentation on the URC certification form shall be considered adequate. The documentation shall list the service, supply, or equipment; state why it is medically necessary; be signed by the physician; and, shall be renewed at least annually or whenever there is a change.
  
  - b) Any service, supply or equipment that is available under regular Medicaid, with or without prior authorization, shall not be allowed as a deduction.
  
- 6) Deductions for medical and remedial care may be allowed up to the end of the next full month while the physician's prescription is being obtained. If the

1 physician's prescription cannot be obtained by the end of  
2 the next full month, the deduction shall be discontinued.

3 7) When the case manager cannot immediately determine  
4 whether a particular medical or remedial service, supply,  
5 equipment or medication is a benefit of Medicaid, the  
6 deduction may be allowed up to the end of the next full  
7 month while the case manager determines whether such  
8 deduction is a benefit of the Medicaid program. If it is  
9 determined that the service, supply, equipment or  
10 medication is a benefit of Medicaid, the deduction shall  
11 be discontinued.

12 iv. Any remaining income shall be applied to the cost of the SLP  
13 residential services, as defined at Section 8.515.85 and shall be  
14 paid by the client directly to the facility; and

15 vi. If there is still income remaining after the entire cost of residential  
16 services are paid from the client's income, the remaining income  
17 shall be kept by the client and may be used as additional  
18 personal needs or for any other use that the client desires,  
19 except that the residential service provider shall not charge more  
20 than the Medicaid rate for that service.

21 b. Case managers shall inform HCBS-BI clients receiving residential  
22 services of their client payment obligation on a form prescribed by the  
23 state at the time of the first assessment visit by the end of each plan  
24 period; or within ten (10) working days whenever there is a significant  
25 change in the client payment amount.

26 i. Significant change is defined as fifty dollars (\$50) or more.

27 ii. Copies of client payment forms shall be kept in the client files at  
28 the case management agency, and shall not be mailed to the  
29 State or its agent, except as required for a prior authorization  
30 request, according to Section 8.515.7, or if requested by the  
31 state for monitoring purposes.