

CHILDREN'S LONG-TERM SUPPORT (CLTS) WAIVERS, INTENSIVE IN-HOME TREATMENT SERVICES: RIGHTS, RESPONSIBILITIES AND REQUIREMENTS

1. The Intensive In-Home Treatment Services provided through the Wisconsin CLTS Waivers is intended for children with the diagnoses of autism, Asperger Disorder, or Pervasive Developmental Disorder, not otherwise specified (PDD-NOS). Parents are required to disclose to the Support and Service Coordinator all diagnostic evaluations that have been completed for their child. The refusal to disclose all evaluations will result in the termination of the application for the Intensive In-Home Treatment Services.
2. The Wisconsin CLTS Waivers allow children who meet all eligibility requirements to receive a maximum of three years of intensive in-home treatment regardless of the payer of this service. Payer sources may include, but are not limited to: private insurance, Medical Assistance, private pay, or other state-funded programs. The Waiver Agency is required to verify the scope and frequency of any Intensive In-Home Treatment Services a child may have received or may currently be receiving. Parents are required to provide all information necessary to verify receipt of any current or previous intensive treatment services. This verification will determine if a child is eligible to receive this service under the CLTS Waivers and to calculate an appropriate end date for services. *Any person who makes a false statement or fails to disclose relevant events in order to obtain or retain Medicaid, including the Children's Long-Term Support (CLTS) Waiver benefits is subject to imprisonment for up to six (6) years, a fine of up to \$25,000, or both. Wis. Stat. 49.49(1).*
3. Regardless of source of payment, all weeks of services provided by any payer source at the intensive level will be counted as services received and will be deducted from the three-year time period. A child must receive at least 12 months of eligible weeks funded by the CLTS Waivers to be eligible to transition to on going waiver services.
4. Families are responsible for choosing their provider. The chosen provider must agree to provide services to the child. The Waiver Agency is required to confirm the provider is willing to provide services.
5. The original number of Intensive In-Home Treatment hours established for an individual child, per the Centers for Medicare and Medicaid Services (CMS) approved Service Code, are "established by discussions with the child's team including the provider, the child's family, and the waiver agency."
6. Within 90 days of the CLTS Waiver start date, the child needs to be receiving an intensive level of services or may risk termination. An intensive level is defined as a minimum of 20 hours of face-to-face treatment per week. The 90-day period in which a provider is building towards intensive hours does not qualify as missed weeks eligible for an extension beyond three years.
7. Families have the responsibility to make a good faith effort to make themselves and their child available for the services that are provided.
8. If a child's services fall below an intensive level for 90 consecutive days, the Waiver Agency is required to report this to the Department of Health Services for review. Receiving less than an intensive level of service may result in termination from the CLTS Waivers.
9. Families may change providers. If a family changes providers, the child is expected to return to receiving Intensive In-Home Treatment Services at an intensive level within 90 days. The 90-day period in which a provider is building towards intensive hours does not qualify as missed weeks eligible for an extension beyond three years.
10. If the child misses services that are scheduled to be provided, these hours may be made up within the month missed if the provider is able to accommodate the request, but may not be carried over to the following month.
11. Intensive In-Home Treatment Services are intended to be provided in the home. In limited situations when there are specific goals that can only be met in settings outside of the home, an exception may be made. The agency Support

and Service Coordinator needs to be included in the development of these goals and objectives. The agency Support and Service Coordinator must approve any service hours occurring outside of the home.

12. Federal Medicaid Home and Community-Based Services Waiver Regulations prohibit duplication of services that are authorized under the Individuals with Disabilities Education Act (IDEA). There is a policy available that describes under what circumstances school services and Intensive In-Home Treatment Services may be coordinated. This policy also refers to the issue of home schooling. If a child is home schooled, Intensive In-Home Treatment Services may not supplant or supplement home schooling. A schedule of the child’s intensive in-home services will need to be provided to verify when services are occurring.
13. A family may request consideration for a voluntary reduction of authorized hours. The family needs to discuss a reduction with their provider and Support and Service Coordinator, the request cannot be below 20 hours of face-to-face services per week.
14. An extension beyond three years may be considered if the child accumulated at least 12 weeks of missed services during any time period other than the initial first three months or as a result of changing providers as referenced in number 9 above. The length of the extension is based on the actual number of weeks missed, but may not exceed 52 weeks. A child must meet all criteria of the CLTS Three-Year Extension Policy in order to be considered for an extension.
15. In order to be considered eligible to transition to ongoing services under the CLTS Waiver a minimum of one year of Intensive In-Home Treatment Services funded by the CLTS Waivers at an intensive level of treatment must be verified. (See Transition to Ongoing Services Policy).

I understand that any policy referenced above can be obtained from my Support and Service Coordinator, or general questions may be directed to my Support and Service Coordinator at any time.

The signature below serves as written notice that I have received and read a copy of the Intensive In-Home Treatment Services Rights and Responsibilities. This information has been communicated to me verbally as well as in writing.

I understand that any information I provide will be used in determining my child’s rights to Medicaid benefits. By signing this document I am affirming that all information I provide is true and correct. I understand that if any of the information I provide is false, I am subject to criminal penalties, including imprisonment for up to six (6) years, a fine of up to \$25,000, or both. Wis. Stat. 49.49(1).

SIGNATURE – Parent/Guardian	Date Signed
SIGNATURE – Support and Service Coordinator	Date Signed