

Title of Rule: Repeal of In-Home Support Services Section 8.552 and Transition Services, Sections 8.552 & 8.553  
Rule Number: MSB 25-04-02-B  
Division / Contact / Phone: Benefits and Services Management / Danielle Krause / 6576

## STATEMENT OF BASIS AND PURPOSE

1. Summary of the basis and purpose for the rule or rule change. (State what the rule says or does and explain why the rule or rule change is necessary).

This action seeks to repeal Section 8.552, which defines In-Home Support Services, and Section 8.553, which defines Transition Services; Life Skills Training, Home Delivered Meals, Peer Mentorship, Transition Setup Services, and Home Delivered Meals Post-Hospital Discharge. These rules are now redundant since the regulations have been moved to Sections 8.7526 Home Delivered Meals, 8.7528 In-Home Support Services (IHSS), 8.7530 Life Skills Training, 8.7537 Peer Mentorship, and 8.7553 Transition Setup. Board members will see in the proposed rules attached hereto that Sections 8.552 and 8.553 have been stricken through in their entirety.

2. An emergency rule-making is imperatively necessary

- to comply with state or federal law or federal regulation and/or  
 for the preservation of public health, safety and welfare.

Explain: N/A

3. Federal authority for the Rule, if any:

4. State Authority for the Rule:

Sections 25.5-1-301 through 25.5-1-303, C.R.S.

Initial Review

**09/12/25**

Final Adoption

**10/10/25**

Proposed Effective Date

**11/30/25**

Emergency Adoption

**DOCUMENT #03**

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## **REGULATORY ANALYSIS**

1. Describe the classes of persons who will be affected by the proposed rule, including classes that will bear the costs of the proposed rule and classes that will benefit from the proposed rule.

Repealing this rule does not affect any persons, nor create a cost to members or others, as these regulations have been moved to Section 8.7000, with no changes to the services. The rules within Sections 8.552 and 8.553 need to be repealed, as they are now redundant and may become inconsistent with the rules in 8.7000 if changes are made to that section.

2. To the extent practicable, describe the probable quantitative and qualitative impact of the proposed rule, economic or otherwise, upon affected classes of persons.

Repeal of this rule will have no impact as there are no changes to the services or any reduction of access, oversight, agency requirements or reimbursements.

3. Discuss the probable costs to the Department and to any other agency of the implementation and enforcement of the proposed rule and any anticipated effect on state revenues.

Repealing this rule will have no impact or costs to the Department or any other agency. Additionally, state revenues will not be affected.

4. Compare the probable costs and benefits of the proposed rule to the probable costs and benefits of inaction.

There are no costs associated with the repeal of this rule. However, inaction may result in confusion and/or costs being incurred due to the inclusion of conflicting rules.

5. Determine whether there are less costly methods or less intrusive methods for achieving the purpose of the proposed rule.

Due to zero costs associated with repeal of this rule, utilization of other methods to repeal will have no impact.

6. Describe any alternative methods for achieving the purpose for the proposed rule that were seriously considered by the Department and the reasons why they were rejected in favor of the proposed rule.

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No alternative methods for achieving the purpose for the proposed rule change were considered.

## ~~8.552 IN-HOME SUPPORT SERVICES~~

### ~~8.552.1 DEFINITIONS~~

- ~~A. Assessment means a comprehensive evaluation with the client seeking services and appropriate collaterals (such as family members, advocates, friends and/or caregivers) conducted by the Case Manager, with supporting diagnostic information from the client's medical provider to determine the client's level of functioning, service needs, available resources, and potential funding sources. Case Managers shall use the Department prescribed tool to complete assessments.~~
- ~~B. Attendant means a person who is directly employed by an In-Home Support Services (IHSS) Agency to provide IHSS. A family member, including a spouse, may be an Attendant.~~
- ~~C. Authorized Representative means an individual designated by the client, or by the parent or guardian of the client, if appropriate, who has the judgment and ability to assist the client in acquiring and receiving services under Title 25.5, Article 6, Part 12, C.R.S. The authorized representative shall not be the eligible person's service provider.~~
- ~~D. Care Plan means a written plan of care developed between the client or the client's Authorized Representative, IHSS Agency and Case Management Agency that is authorized by the Case Manager.~~
- ~~E. Case Management Agency (CMA) means a public or private entity that meets all applicable state and federal requirements and is certified by the Department to provide case management services for Home and Community Based Services waivers pursuant to §§ 25.5-10-209.5 and 25.5-6-106, C.R.S., and has a current provider participation agreement with the Department.~~
- ~~F. Case Manager means an individual employed by a Case Management Agency who is qualified to perform the following case management activities: determination of an individual client's functional eligibility for the Home and Community Based Services (HCBS) waivers, development and implementation of an individualized and person-centered care plan for the client, coordination and monitoring of HCBS waiver services delivery, evaluation of service effectiveness, and the periodic reassessment of such client's needs.~~
- ~~G. Extraordinary Care means a service which exceeds the range of care a Family Member would ordinarily perform in a household on behalf of a person without a disability or chronic illness of the same age, and which is necessary to assure the health and welfare of the client and avoid institutionalization.~~
- ~~H. Family Member means any person related to the client by blood, marriage, adoption, or common law as determined by a court of law.~~
- ~~I. Health Maintenance Activities means those routine and repetitive skilled health-related tasks, which are necessary for health and normal bodily functioning, that an individual with a disability would carry out if they were physically able, or that would be carried out by Family Members or friends if they were available. These activities include skilled tasks typically performed by a Certified Nursing Assistant (CNA) or licensed nurse that do not require the clinical assessment and judgement of a licensed nurse.~~
- ~~J. Homemaker Services means general household activities provided by an Attendant in the client's primary living space to maintain a healthy and safe home environment for a client, when the person ordinarily responsible for these activities is absent or unable to manage these tasks.~~

- 1 ~~K. Inappropriate Behavior means documented verbal, sexual or physical threats or abuse committed~~  
 2 ~~by the client or Authorized Representative toward Attendants, Case Managers, or the IHSS~~  
 3 ~~Agency.~~
- 4 ~~L. Independent Living Core Services means services that advance and support the independence of~~  
 5 ~~individuals with disabilities and to assist those individuals to live outside of institutions. These~~  
 6 ~~services include but are not limited to: information and referral services, independent living skills~~  
 7 ~~training, peer and cross-disability peer counseling, individual and systems advocacy, transition~~  
 8 ~~services or diversion from nursing homes and institutions to home and community-based living, or~~  
 9 ~~upon leaving secondary education.~~
- 10 ~~M. In Home Support Services (IHSS) means services that are provided in the home and in the~~  
 11 ~~community by an Attendant under the direction of the client or client's Authorized Representative,~~  
 12 ~~including Health Maintenance Activities and support for activities of daily living or instrumental~~  
 13 ~~activities of daily living, Personal Care services and Homemaker services.~~
- 14 ~~N. In Home Support Services (IHSS) Agency means an agency that is certified by the Colorado~~  
 15 ~~Department of Public Health and Environment, enrolled in the Medicaid program and provides~~  
 16 ~~Independent Living Core Services.~~
- 17 ~~O. Licensed Health Care Professional means a state-licensed Registered Nurse (RN) who contracts~~  
 18 ~~with or is employed by the IHSS Agency,~~
- 19 ~~P. Licensed Medical Professional means the primary care provider of the client, who possesses one~~  
 20 ~~of the following licenses: Physician (MD/DO), Physician Assistant (PA) and Advanced Practicing~~  
 21 ~~Nurse (APN) as governed by the Colorado Medical Practice Act and the Colorado Nurse Practice~~  
 22 ~~Act.~~
- 23 ~~Q. Personal Care means services which are furnished to an eligible client meet the client's physical,~~  
 24 ~~maintenance and supportive needs, when those services are not skilled Personal Care, do not~~  
 25 ~~require the supervision of a nurse, and do not require physician's orders.~~
- 26 ~~R. Prior Authorization Request (PAR) means the Department prescribed process used to authorize~~  
 27 ~~HCBS waiver services before they are provided to the client, pursuant to Section 8.485.90.~~

## 28 ~~8.552.2 ELIGIBILITY~~

29 ~~8.552.2.A. To be eligible for IHSS the client shall meet the following eligibility criteria:~~

- 30 ~~1. Be enrolled in a Medicaid program approved to offer IHSS.~~
- 31 ~~2. Provide a signed Physician Attestation of Consumer Capacity form at enrollment and~~  
 32 ~~following any change in condition stating that the client has sound judgment and the~~  
 33 ~~ability to self-direct care. If the client is in unstable health with an unpredictable~~  
 34 ~~progression or variation of disability or illness, the Physician Attestation of Consumer~~  
 35 ~~Capacity form shall also include a recommendation regarding whether additional~~  
 36 ~~supervision is necessary and if so, the amount and scope of supervision requested.~~
- 37 ~~3. Clients who elect or are required to have an Authorized Representative must appoint an~~  
 38 ~~Authorized Representative who has the judgment and ability to assist the client in~~  
 39 ~~acquiring and using services,~~
- 40 ~~4. Demonstrate a current need for covered Attendant support services.~~

1 ~~8.552.2.B. IHSS eligibility for a client will end if:~~

- 2 ~~1. The client is no longer enrolled in a Medicaid program approved to offer IHSS.~~
- 3 ~~2. The client's medical condition deteriorates causing an unsafe situation for the client or the~~  
4 ~~Attendant as determined by the client's Licensed Medical Professional.~~
- 5 ~~3. The client refuses to designate an Authorized Representative or receive assistance from~~  
6 ~~an IHSS Agency when the client is unable to direct their own care as documented by the~~  
7 ~~client's Licensed Medical Professional on the Physician Attestation of Consumer~~  
8 ~~Capacity form.~~
- 9 ~~4. The client provides false information or false records.~~
- 10 ~~5. The client no longer demonstrates a current need for Attendant support services.~~

11 ~~**8.552.3 COVERED SERVICES**~~

12 ~~8.552.3.A. Services are for the benefit of the client. Services for the benefit of other persons are not~~  
13 ~~reimbursable.~~

14 ~~8.552.3.B. Services available for eligible adults:~~

- 15 ~~1. Homemaker~~
- 16 ~~2. Personal Care~~
- 17 ~~3. Health Maintenance Activities.~~

18 ~~8.552.3.C. Services available for eligible children:~~

- 19 ~~1. Health Maintenance Activities.~~

20 ~~8.552.3.D. Service Inclusions:~~

- 21 ~~1. Homemaker:~~
  - 22 ~~a. Routine housekeeping such as: dusting, vacuuming, mopping, and cleaning~~  
23 ~~bathroom and kitchen areas;~~
  - 24 ~~b. Meal preparation;~~
  - 25 ~~c. Dishwashing;~~
  - 26 ~~d. Bed making;~~
  - 27 ~~e. Laundry;~~
  - 28 ~~f. Shopping for necessary items to meet basic household needs.~~

29 ~~2. Personal Care:~~

- 30 ~~a. Eating/feeding which includes assistance with eating by mouth using common~~  
31 ~~eating utensils such as spoons, forks, knives, and straws;~~

- 1 ~~b. Respiratory assistance with cleaning or changing oxygen equipment tubes, filling~~  
2 ~~distilled water reservoirs, and moving a cannula or mask to or from the client's~~  
3 ~~face;~~
- 4 ~~c. Preventative skin care when skin is unbroken, including the application of non-~~  
5 ~~medicated/non-prescription lotions, sprays and/or solutions, and monitoring for~~  
6 ~~skin changes.~~
- 7 ~~d. Bladder/Bowel Care:~~
- 8 ~~i) Assisting client to and from the bathroom;~~
- 9 ~~ii) Assistance with bed pans, urinals, and commodes;~~
- 10 ~~iii) Changing incontinence clothing or pads;~~
- 11 ~~iv) Emptying Foley or suprapubic catheter bags, but only if there is no~~  
12 ~~disruption of the closed system;~~
- 13 ~~v) Emptying ostomy bags;~~
- 14 ~~vi) Perineal care.~~
- 15 ~~e. Personal hygiene:~~
- 16 ~~i) Bathing including washing, shampooing;~~
- 17 ~~ii) Grooming;~~
- 18 ~~iii) Shaving with an electric or safety razor;~~
- 19 ~~iv) Combing and styling hair;~~
- 20 ~~v) Filing and soaking nails;~~
- 21 ~~vi) Basic oral hygiene and denture care.~~
- 22 ~~f. Dressing assistance with ordinary clothing and the application of non-prescription~~  
23 ~~support stockings, braces and splints, and the application of artificial limbs when~~  
24 ~~the client is able to assist or direct.~~
- 25 ~~g. Transferring a client when the client has sufficient balance and strength to~~  
26 ~~reliably stand and pivot and assist with the transfer. Adaptive and safety~~  
27 ~~equipment may be used in transfers, provided that the client and Attendant are~~  
28 ~~fully trained in the use of the equipment and the client can direct and assist with~~  
29 ~~the transfer.~~
- 30 ~~h. Mobility assistance when the client has the ability to reliably balance and bear~~  
31 ~~weight or when the client is independent with an assistive device.~~
- 32 ~~i. Positioning when the client is able to verbally or non-verbally identify when their~~  
33 ~~position needs to be changed including simple alignment in a bed, wheelchair, or~~  
34 ~~other furniture.~~

1 ~~j. Medication Reminders when medications have been preselected by the client, a~~  
2 ~~Family Member, a nurse or a pharmacist, and the medications are stored in~~  
3 ~~containers other than the prescription bottles, such as medication minders, and:~~

4 ~~i) Medication minders are clearly marked with the day, time, and dosage~~  
5 ~~and kept in a way as to prevent tampering;~~

6 ~~ii) Medication reminding includes only inquiries as to whether medications~~  
7 ~~were taken, verbal prompting to take medications, handing the~~  
8 ~~appropriately marked medication minder container to the client and~~  
9 ~~opening the appropriately marked medication minder if the client is~~  
10 ~~unable to do so independently.~~

11 ~~k. Cleaning and basic maintenance of durable medical equipment.~~

12 ~~l. Protective oversight when the client requires supervision to prevent or mitigate~~  
13 ~~disability related behaviors that may result in imminent harm to people or~~  
14 ~~property.~~

15 ~~m. Accompanying includes going with the client, as indicated on the care plan, to~~  
16 ~~medical appointments and errands such as banking and household shopping.~~  
17 ~~Accompanying the client may include providing one or more personal care~~  
18 ~~services as needed during the trip. Attendant may assist with communication,~~  
19 ~~documentation, verbal prompting, and/or hands on assistance when the task~~  
20 ~~cannot be completed without the support of the attendant.~~

21 ~~3. Health Maintenance Activities:~~

22 ~~a. Skin care, when the skin is broken, or a chronic skin condition is active and could~~  
23 ~~potentially cause infection, and the client is unable to apply prescription creams,~~  
24 ~~lotions, or sprays independently due to illness, injury or disability. Skin care may~~  
25 ~~include wound care, dressing changes, application of prescription medicine, and~~  
26 ~~foot care for people with diabetes when directed by a Licensed Medical~~  
27 ~~Professional.~~

28 ~~b. Hair care including shampooing, conditioning, drying, and combing when~~  
29 ~~performed in conjunction with health maintenance level bathing, dressing, or skin~~  
30 ~~care. Hair care may be performed when:~~

31 ~~i) Client is unable to complete task independently;~~

32 ~~ii) Application of a prescribed shampoo/conditioner which has been~~  
33 ~~dispensed by a pharmacy; or~~

34 ~~iii) Client has open wound(s) or neck stoma(s).~~

35 ~~c. Nail care in the presence of medical conditions that may involve peripheral~~  
36 ~~circulatory problems or loss of sensation; includes soaking, filing and trimming.~~

37 ~~d. Mouth care performed when health maintenance level skin care is required in~~  
38 ~~conjunction with the task, or:~~

39 ~~i) There is injury or disease of the face, mouth, head or neck;~~

- 1                   ii) ~~— In the presence of communicable disease;~~
- 2                   iii) ~~— When the client is unable to participate in the task;~~
- 3                   iv) ~~— Oral suctioning is required;~~
- 4                   v) ~~— There is decreased oral sensitivity or hypersensitivity;~~
- 5                   vi) ~~— Client is at risk for choking and aspiration.~~
- 6                   e. ~~— Shaving performed when health maintenance level skin care is required in~~
- 7                   ~~conjunction with the shaving, or:~~
- 8                   i. ~~— The client has a medical condition involving peripheral circulatory~~
- 9                   ~~problems;~~
- 10                  ii. ~~— The client has a medical condition involving loss of sensation;~~
- 11                  iii. ~~— The client has an illness or takes medications that are associated with a~~
- 12                  ~~high risk for bleeding;~~
- 13                  iv. ~~— The client has broken skin at/near shaving site or a chronic active skin~~
- 14                  ~~condition.~~
- 15                  f. ~~— Dressing performed when health maintenance level skin care or transfers are~~
- 16                  ~~required in conjunction with the dressing, or;~~
- 17                  i. ~~— The client is unable to assist or direct care;~~
- 18                  ii. ~~— Assistance with the application of prescribed anti-embolic or pressure~~
- 19                  ~~stockings is required;~~
- 20                  iii. ~~— Assistance with the application of prescribed orthopedic devices such as~~
- 21                  ~~splints, braces, or artificial limbs is required.~~
- 22                  g. ~~— Feeding is considered a health maintenance task when the client requires health~~
- 23                  ~~maintenance level skin care or dressing in conjunction with the task, or:~~
- 24                  i) ~~— Oral suctioning is needed on a stand-by or intermittent basis;~~
- 25                  ii) ~~— The client is on a prescribed modified texture diet;~~
- 26                  iii) ~~— The client has a physiological or neurogenic chewing or swallowing~~
- 27                  ~~problem;~~
- 28                  iv) ~~— Syringe feeding or feeding using adaptive utensils is required;~~
- 29                  v) ~~— Oral feeding when the client is unable to communicate verbally, non-~~
- 30                  ~~verbally or through other means.~~
- 31                  h. ~~— Exercise including passive range of motion. Exercises must be specific to the~~
- 32                  ~~client's documented medical condition and require hands-on assistance to~~
- 33                  ~~complete.~~

- 1 ~~i. Transferring a client when they are not able to perform transfers due to illness,~~  
2 ~~injury or disability, or:~~
- 3 ~~i) The client lacks the strength and stability to stand, maintain balance or~~  
4 ~~bear weight reliably;~~
- 5 ~~ii) The client has not been deemed independent with adaptive equipment or~~  
6 ~~assistive devices by a Licensed Medical Professional;~~
- 7 ~~iii) The use of a mechanical lift is needed.~~
- 8 ~~j. Bowel care performed when health maintenance level skin care or transfers are~~  
9 ~~required in conjunction with the bowel care, or:~~
- 10 ~~i) The client is unable to assist or direct care;~~
- 11 ~~ii) Administration of a bowel program including but not limited to digital~~  
12 ~~stimulation, enemas, or suppositories;~~
- 13 ~~iii) Care of a colostomy or ileostomy that includes emptying and changing~~  
14 ~~the ostomy bag and application of prescribed skin care products at the~~  
15 ~~site of the ostomy.~~
- 16 ~~k. Bladder care performed when health maintenance level skin care or transfers are~~  
17 ~~required in conjunction with bladder care, or;~~
- 18 ~~i) The client is unable to assist or direct care;~~
- 19 ~~ii) Care of external, indwelling and suprapubic catheters;~~
- 20 ~~iii) Changing from a leg to a bed bag and cleaning of tubing and bags as~~  
21 ~~well as perineal care.~~
- 22 ~~l. Medical management as directed by a Licensed Medical Professional to routinely~~  
23 ~~monitor a documented health condition, including but not limited to: blood~~  
24 ~~pressures, pulses, respiratory rate, blood sugars, oxygen saturations,~~  
25 ~~intravenous or intramuscular injections~~
- 26 ~~m. Respiratory care:~~
- 27 ~~i) Postural drainage~~
- 28 ~~ii) Cupping~~
- 29 ~~iii) Adjusting oxygen flow within established parameters~~
- 30 ~~iv) Suctioning of mouth and nose~~
- 31 ~~v) Nebulizers~~
- 32 ~~vi) Ventilator and tracheostomy care~~
- 33 ~~vii) Assistance with set up and use of respiratory equipment~~

- 1 ~~n. Bathing is considered a health maintenance task when the client requires health~~  
 2 ~~maintenance level skin care, transfers or dressing in conjunction with bathing.~~
- 3 ~~e. Medication Assistance, which may include setup, handling and assisting the~~  
 4 ~~client with the administration of medications. The IHSS Agency's Licensed Health~~  
 5 ~~Care Professional must validate Attendant skills for medication administration~~  
 6 ~~and ensure that the completion of task does not require clinical judgement or~~  
 7 ~~assessment skills.~~
- 8 ~~p. Accompanying includes going with the client, as necessary on the care plan, to~~  
 9 ~~medical appointments and errands such as banking and household shopping.~~  
 10 ~~Accompanying the client also may include providing one or more health~~  
 11 ~~maintenance tasks as needed during the trip. Attendant may assist with~~  
 12 ~~communication, documentation, verbal prompting and/or hands on assistance~~  
 13 ~~when the task cannot be completed without the support of the Attendant.~~
- 14 ~~q. Mobility assistance is considered a health maintenance task when health~~  
 15 ~~maintenance level transfers are required in conjunction with the mobility~~  
 16 ~~assistance, or:~~
- 17 ~~i) The client is unable to assist or direct care;~~
- 18 ~~ii) When hands on assistance is required for safe ambulation and the client~~  
 19 ~~is unable to maintain balance or to bear weight reliably due to illness,~~  
 20 ~~injury, or disability; and/or~~
- 21 ~~iii) the client has not been deemed independent with adaptive equipment or~~  
 22 ~~assistive devices ordered by a Licensed Medical Professional.~~
- 23 ~~r. Positioning includes moving the client from the starting position to a new position~~  
 24 ~~while maintaining proper body alignment, support to a client's extremities and~~  
 25 ~~avoiding skin breakdown. May be performed when health maintenance level skin~~  
 26 ~~care is required in conjunction with positioning, or;~~
- 27 ~~i) the client is unable to assist or direct care, or~~
- 28 ~~ii) the client is unable to complete task independently.~~

## 29 ~~8.552.4 CLIENT AND AUTHORIZED REPRESENTATIVE PARTICIPATION~~ 30 ~~AND SELF-DIRECTION~~

31 ~~8.552.4.A. A client or their Authorized Representative may self-direct the following aspects of~~  
 32 ~~service delivery:~~

- 33 ~~1. Present a person(s) of their own choosing to the IHSS Agency as a potential Attendant.~~  
 34 ~~The client must have adequate Attendants to assure compliance with all tasks in the Care~~  
 35 ~~Plan.~~
- 36 ~~2. Train Attendant(s) to meet their needs.~~
- 37 ~~3. Dismiss Attendants who are not meeting their needs.~~
- 38 ~~4. Schedule, manage, and supervise Attendants with the support of the IHSS Agency.~~

1 ~~5. Determine, in conjunction with the IHSS Agency, the level of in-home supervision as~~  
2 ~~recommended by the client's Licensed Medical Professional.~~

3 ~~6. Transition to alternative service delivery options at any time. The Case Manager shall~~  
4 ~~coordinate the transition and referral process.~~

5 ~~7. Communicate with the IHSS Agency and Case Manager to ensure safe, accurate and~~  
6 ~~effective delivery of services.~~

7 ~~8. Request a reassessment, as described at Section 8.393.2.D, if level of care or service~~  
8 ~~needs have changed.~~

9 ~~8.552.4.B. An Authorized Representative is not allowed to be reimbursed for IHSS Attendant~~  
10 ~~services for the client they represent.~~

11 ~~8.552.4.C. If the client is required to or elects to have an Authorized Representative, the Authorized~~  
12 ~~Representative shall meet the requirements:~~

13 ~~1. Must be at least 18 years of age.~~

14 ~~3. Has not been convicted of any crime involving exploitation, abuse, neglect, or assault on~~  
15 ~~another person.~~

16 ~~8.552.4.D. The Authorized Representative must attest to the above requirement on the Shared~~  
17 ~~Responsibilities Form.~~

18 ~~8.552.4.E. IHSS clients who personally require an Authorized Representative may not serve as an~~  
19 ~~Authorized Representative for another IHSS client.~~

20 ~~8.552.4.F. The client and their Authorized Representative must adhere to IHSS Agency policies and~~  
21 ~~procedures.~~

## 22 ~~8.552.5 IHSS AGENCY ELIGIBILITY~~

23 ~~8.552.5.A. The IHSS Agency must be a licensed home care agency. The IHSS Agency shall be in~~  
24 ~~compliance with all requirements of their certification and licensure, in addition to requirements~~  
25 ~~outlined at Section 8.487.~~

26 ~~8.552.5.B. The provider agreement for an IHSS Agency may be terminated, denied, or non-renewed~~  
27 ~~pursuant to Section 8.076.5.~~

28 ~~8.552.5.C. Administrators or managers as defined at 6 CCR 1011-1 Chapter 26 shall satisfactorily~~  
29 ~~complete the Department authorized training on IHSS rules and regulations prior to Medicaid~~  
30 ~~certification and annually thereafter.~~

## 31 ~~8.552.6 IHSS AGENCY RESPONSIBILITIES~~

32 ~~8.552.6.A. The IHSS Agency shall assure and document that all clients are provided the following:~~

33 ~~1. Independent Living Core Services~~

34 ~~a. An IHSS Agency must provide a list of the full scope of Independent Living Core~~  
35 ~~Services provided by the agency to each client on an annual basis. The IHSS~~

1 Agency must keep a record of each client's choice to utilize or refuse these  
2 services, and document services provided

3 ~~2. Attendant training, oversight and supervision by a licensed health care professional.~~

4 ~~3. The IHSS agency shall provide 24-hour back-up service for scheduled visits to clients at~~  
5 ~~any time an Attendant is not available. At the time the Care Plan is developed the IHSS~~  
6 ~~Agency shall ensure that adequate staffing is available. Staffing must include backup~~  
7 ~~Attendants to ensure necessary services will be provided in accordance with the Care~~  
8 ~~Plan.~~

9 ~~8.552.6.B. The IHSS Agency shall adhere to the following:~~

10 ~~1. If the IHSS Agency admits clients with needs that require care or services to be delivered~~  
11 ~~at specific times or parts of day, the IHSS Agency shall ensure qualified staff in sufficient~~  
12 ~~quantity are employed by the agency or have other effective back-up plans to ensure the~~  
13 ~~needs of the client are met.~~

14 ~~2. The IHSS Agency shall only accept clients for care or services based on a reasonable~~  
15 ~~assurance that the needs of the client can be met adequately by the IHSS Agency in the~~  
16 ~~individual's temporary or permanent home or place of residence.~~

17 ~~a. There shall be documentation in the Care Plan or client record of the agreed~~  
18 ~~upon days and times of services to be provided based upon the client's needs~~  
19 ~~that is updated at least annually.~~

20 ~~3. If an IHSS Agency receives a referral of a client who requires care or services that are~~  
21 ~~not available at the time of referral, the IHSS Agency shall advise the client or their~~  
22 ~~Authorized Representative and the Case Manager of that fact.~~

23 ~~a. The IHSS Agency shall only admit the client if the client or their Authorized~~  
24 ~~Representative and Case Manager agree the recommended services can be~~  
25 ~~delayed or discontinued.~~

26 ~~4. The IHSS Agency shall ensure orientation is provided to clients or Authorized~~  
27 ~~Representatives who are new to IHSS or request re-orientation through The~~  
28 ~~Department's prescribed process. Orientation shall include instruction in the philosophy,~~  
29 ~~policies and procedures of IHSS and information concerning client rights and~~  
30 ~~responsibilities.~~

31 ~~5. The IHSS Agency will keep written service notes documenting the services provided at~~  
32 ~~each visit.~~

33 ~~8.552.6.C. The IHSS Agency is the legal employer of a client's Attendants and must adhere to all~~  
34 ~~requirements of federal and state law, and to the rules, regulations, and practices as prescribed~~  
35 ~~by The Department.~~

36 ~~8.552.6.D. The IHSS Agency shall assist all clients in interviewing and selecting an Attendant when~~  
37 ~~requested and maintain documentation of the IHSS Agency's assistance and/or the client's~~  
38 ~~refusal of such assistance.~~

39 ~~8.552.6.E. The IHSS Agency will complete an intake assessment following referral from the Case~~  
40 ~~Manager. The IHSS Agency will develop a Care Plan in coordination with the Case Manager and~~  
41 ~~client. Any proposed services outlined in the Care Plan that may result in an increase in~~

1 ~~authorized services and units must be submitted to the Case Manager for review. The Care Plan~~  
2 ~~must be approved prior to start of services.~~

3  
4 ~~8.552.6.F. The IHSS Agency shall ensure that a current Care Plan is in the client's record, and that~~  
5 ~~Care Plans are updated with the client at least annually or more frequently in the event of a~~  
6 ~~client's change in condition. The IHSS Agency will send the Care Plan to the Case Manager for~~  
7 ~~review and approval.~~

8 ~~1. The Care Plan will include a statement of allowable Attendant hours and a detailed listing~~  
9 ~~of frequency, scope and duration of each service to be provided to the client for each day~~  
10 ~~and visit. The Care Plan shall be signed by the client or the client's Authorized~~  
11 ~~Representative and the IHSS Agency.~~

12 ~~a. Secondary or contiguous tasks must be outlined on the care plan as described in~~  
13 ~~Section 8.552.8.F.~~

14 ~~2. In the event of the observation of new symptoms or worsening condition that may impair~~  
15 ~~the client's ability to direct their care, the IHSS Agency, in consultation with the client or~~  
16 ~~their Authorized Representative and Case Manager, shall contact the client's Licensed~~  
17 ~~Medical Professional to receive direction as to the appropriateness of continued care.~~  
18 ~~The outcome of that consultation shall be documented in the client's revised Care Plan,~~  
19 ~~with the client and/or Authorized Representative's input and approval. The IHSS Agency~~  
20 ~~will submit the revised Care Plan to the Case Manager for review and approval.~~

21 ~~8.552.6.G. The IHSS Agency's Licensed Health Care Professional is responsible for the following~~  
22 ~~activities:~~

23 ~~1. Administer a skills validation test for Attendants who will perform Health Maintenance~~  
24 ~~Activities. Skills validation for all assigned tasks must be completed prior to service~~  
25 ~~delivery unless postponed by the client or Authorized Representative to prevent~~  
26 ~~interruption in services. The reason for postponement shall be documented by the IHSS~~  
27 ~~in the client's file. In no event shall the skills validation be postponed for more than thirty~~  
28 ~~(30) days after services begin to prevent interruption in services.~~

29 ~~2. Verify and document Attendant skills and competency to perform IHSS and basic client~~  
30 ~~safety procedures.~~

31 ~~3. Counsel Attendants and staff on difficult cases and potentially dangerous situations.~~

32 ~~4. Consult with the client, Authorized Representative or Attendant in the event a medical~~  
33 ~~issue arises.~~

34 ~~5. Investigate complaints and critical incidents within ten (10) calendar days as defined in~~  
35 ~~Section 8.487.15.~~

36 ~~6. Verify the Attendant follows all tasks set forth in the Care Plan.~~

37 ~~7. Review the Care Plan and Physician Attestation for Consumer Capacity form upon initial~~  
38 ~~enrollment, following any change of condition, and upon the request of the client, their~~  
39 ~~Authorized Representative, or the Case Manager.~~

1 ~~8. Provide in-home supervision for the client as recommended by their Licensed Medical~~  
2 ~~Professional and as agreed upon by the client or their Authorized Representative.~~

3 ~~8.552.6.H. At the time of enrollment and following any change of condition, the IHSS Agency will~~  
4 ~~review recommendations for supervision listed on the Physician Attestation of Consumer~~  
5 ~~Capacity form. This review of recommendations shall be documented by the IHSS Agency in the~~  
6 ~~client record.~~

7 ~~1. The IHSS Agency shall collaborate with the client or client's Authorized Representative to~~  
8 ~~determine the level of supervision provided by the IHSS Agency's Licensed Health Care~~  
9 ~~Professional beyond the requirements set forth at Section 25.5-6-1203, C.R.S.~~

10 ~~2. The client may decline recommendations by the Licensed Medical Professional for in-~~  
11 ~~home supervision. The IHSS Agency must document this choice in the client record and~~  
12 ~~notify the Case Manager. The IHSS Agency and their Licensed Health Care Professional,~~  
13 ~~Case Manager, and client or their Authorized Representative shall discuss alternative~~  
14 ~~service delivery options and the appropriateness of continued participation in IHSS.~~

15 ~~8.552.6.I. The IHSS Agency shall assure and document that all Attendants have received training in~~  
16 ~~the delivery of IHSS prior to the start of services. Attendant training shall include:~~

17 ~~1. Development of interpersonal skills focused on addressing the needs of persons with~~  
18 ~~disabilities.~~

19 ~~2. Overview of IHSS as a service delivery option of consumer direction.~~

20 ~~3. Instruction on basic first aid administration.~~

21 ~~4. Instruction on safety and emergency procedures.~~

22 ~~5. Instruction on infection control techniques, including universal precautions.~~

23 ~~6. Mandatory reporting and critical incident reporting procedures.~~

24 ~~7. Skills validation test for unskilled tasks assigned on the care plan.~~

25 ~~8.552.6.J. The IHSS Agency shall allow the client or Authorized Representative to provide~~  
26 ~~individualized Attendant training that is specific to their own needs and preferences.~~

27 ~~8.552.6.K. With the support of the IHSS Agency, Attendants must adhere to the following:~~

28 ~~1. Must be at least 16 years of age and demonstrate competency in caring for the client to~~  
29 ~~the satisfaction of the client or Authorized Representative.~~

30 ~~a. Minor attendants will not be permitted to operate floor-based vertical-powered~~  
31 ~~patient/resident lift devices, ceiling-mounted vertical-powered patient/resident lift~~  
32 ~~devices, and powered sit-to-stand patient/resident lift devices (lifting devices).~~

33 ~~2. May be a Family Member subject to the reimbursement and service limitations in Section~~  
34 ~~8.552.8.~~

35 ~~3. Must be able to perform the assigned tasks on the Care Plan.~~

1 ~~4. Shall not, in exercising their duties as an IHSS Attendant, represent themselves to the~~  
2 ~~public as a licensed nurse, a certified nurse's aide, a licensed practical or professional~~  
3 ~~nurse, a registered nurse or a registered professional nurse as defined in Section 25.5-6-~~  
4 ~~1203, C.R.S.~~

5 ~~5. Shall not have had their license as a nurse or certified nurse aide suspended or revoked~~  
6 ~~or their application for such license or certification denied.~~

7 ~~8.552.6.L. The IHSS Agency shall provide functional skills training to assist clients and their~~  
8 ~~Authorized Representatives in developing skills and resources to maximize their independent~~  
9 ~~living and personal management of health care.~~

## 10 ~~8.552.7 CASE MANAGEMENT AGENCY RESPONSIBILITIES~~

11 ~~8.552.7.A. The Case Manager shall provide information and resources about IHSS to eligible clients,~~  
12 ~~including a list of IHSS Agencies in their service area and an introduction to the benefits and~~  
13 ~~characteristics of participant directed programs.~~

14 ~~8.552.7.B. The Case Manager will initiate a referral to the IHSS Agency of the client or Authorized~~  
15 ~~Representative's choice, including an outline of approved services as determined by the Case~~  
16 ~~Manager's most recent assessment. The referral must include the Physician Attestation,~~  
17 ~~assessment information, and other pertinent documentation to support the development of the~~  
18 ~~Care Plan.~~

19 ~~8.552.7.C. The Case Manager must ensure that the following forms are completed prior to the~~  
20 ~~approval of the Care Plan or start of services:~~

21 ~~1. The Physician Attestation of Consumer Capacity form shall be completed upon~~  
22 ~~enrollment and following any change in condition.~~

23 ~~2. The Shared Responsibilities Form shall be completed upon enrollment and following any~~  
24 ~~change of condition. If the client requires an Authorized Representative, the Shared~~  
25 ~~Responsibilities Form must include the designation and attestation of an Authorized~~  
26 ~~Representative.~~

27 ~~8.552.7.D. Upon the receipt of the Care Plan, the Case Manager shall:~~

28 ~~1. Review the Care Plan within five business days of receipt to ensure there is no disruption~~  
29 ~~or delay in the start of services.~~

30 ~~2. Ensure all required information is in the client's Care Plan and that services are~~  
31 ~~appropriate given the client's medical or functional condition. If needed, request~~  
32 ~~additional information from the client, their Authorized Representative, the IHSS Agency,~~  
33 ~~or Licensed Medical Professional regarding services requested.~~

34 ~~3. Review the Care Plan to ensure there is delineation for all services to be provided;~~  
35 ~~including frequency, scope, and duration.~~

36 ~~4. Review the Licensed Medical Professional's recommendation for in-home supervision as~~  
37 ~~requested on the Physician Attestation of Consumer Capacity form. The Case Manager~~  
38 ~~will document the status of recommendations and provide resources for services outside~~  
39 ~~the scope of the client's eligible benefits.~~

1 ~~5. Collaborate with the client or their Authorized Representative and the IHSS Agency to~~  
2 ~~establish a start date for services. The Case Manager shall discontinue any services that~~  
3 ~~are duplicative with IHSS.~~

4 ~~6. Authorize cost effective and non-duplicative services via the PAR. Provide a copy of the~~  
5 ~~PAR to the IHSS Agency in accordance with procedures established by The Department~~  
6 ~~prior to the start of IHSS services.~~

7 ~~7. Work collaboratively with the IHSS Agency, client, and their Authorized Representative to~~  
8 ~~mediate Care Plan disputes following The Department's prescribed process.~~

9 ~~a. Case Manager will complete the Notice Services Status (LTC-803) and provide~~  
10 ~~the client or the Authorized Representative with the reasons for denial of~~  
11 ~~requested service frequency or duration, information about the client's rights to~~  
12 ~~fair hearing, and appeal procedures.~~

13 ~~8.552.7.E. The Case Manager shall ensure cost-effectiveness and non-duplication of services by:~~

14 ~~1. Documenting the discontinuation of previously authorized agency-based care, including~~  
15 ~~Homemaker, Personal Care, and long-term home health services that are being replaced~~  
16 ~~by IHSS.~~

17 ~~2. Documenting and justifying any need for additional in-home services including but not~~  
18 ~~limited to acute or long-term home health services, hospice, traditional HCBS services,~~  
19 ~~and private duty nursing.~~

20 ~~a. A client may receive non-duplicative services from multiple Attendants or~~  
21 ~~agencies if appropriate for the client's level of care and documented service~~  
22 ~~needs.~~

23 ~~3. Ensuring the client's record includes documentation to substantiate all Health~~  
24 ~~Maintenance Activities on the Care Plan, and requesting additional information as~~  
25 ~~needed.~~

26 ~~4. Coordinating transitions from a hospital, nursing facility, or other agency to IHSS.~~  
27 ~~Assisting client with transitions from IHSS to alternate services if appropriate.~~

28 ~~5. Collaborating with the client or their Authorized Representative and the IHSS Agency in~~  
29 ~~the event of any change in condition. The Case Manager shall request an updated~~  
30 ~~Physician Attestation of Consumer Capacity form. The Case Manager may revise the~~  
31 ~~Care Plan as appropriate given the client's condition and functioning.~~

32 ~~6. Completing a reassessment if requested by the client as described at Section 8.393.2.D.,~~  
33 ~~if level of care or service needs have changed.~~

34 ~~8.552.7.F. The Case Manager shall not authorize more than one consumer-directed program on the~~  
35 ~~client's PAR.~~

36 ~~8.552.7.G. The Case Manager shall participate in training and consultative opportunities with The~~  
37 ~~Department's Consumer-Directed Training & Operations contractor.~~

38 ~~8.552.7.H. Additional requirements for Case Managers:~~

- 1 ~~1. Contact the client or Authorized Representative once a month during the first three~~  
2 ~~months of receiving IHSS to assess their IHSS management, their satisfaction with~~  
3 ~~Attendants, and the quality of services received.~~
- 4 ~~2. Contact the client or Authorized Representative quarterly, after the first three months of~~  
5 ~~receiving IHSS, to assess their implementation of Care Plans, IHSS management, quality~~  
6 ~~of care, IHSS expenditures and general satisfaction.~~
- 7 ~~3. Contact the client or Authorized Representative when a change in Authorized~~  
8 ~~Representative occurs and continue contact once a month for three months after the~~  
9 ~~change takes place.~~
- 10 ~~4. Contact the IHSS Agency semi-annually to review the Care Plan, services provided by~~  
11 ~~the agency, and supervision provided. The Case Manager must document and keep~~  
12 ~~record of the following:~~
  - 13 ~~a. IHSS Care Plans;~~
  - 14 ~~b. In-home supervision needs as recommended by the Physician;~~
  - 15 ~~c. Independent Living Core Services offered and provided by the IHSS Agency; and~~
  - 16 ~~d. Additional supports provided to the client by the IHSS Agency.~~

#### 17 ~~8.552.7.I. Start of Services~~

- 18 ~~1. Services may begin only after the requirements defined at Sections 8.552.2, 8.552.6.E.,~~  
19 ~~8.552.6.I., and 8.552.7.C. have been met.~~
- 20 ~~2. Department review for cost containment as defined at Sections 8.486.80 and 8.506.12~~  
21 ~~must be completed prior to issuance of the PAR to the IHSS Agency.~~
- 22 ~~3. The Case Manager shall establish a service period and submit a PAR, providing a copy~~  
23 ~~to the IHSS Agency prior to the start of services.~~

### 24 ~~8.552.8 REIMBURSEMENT AND SERVICE LIMITATIONS~~

25 ~~8.552.8.A. IHSS services must be documented on an approved IHSS Care Plan and prior~~  
26 ~~authorized before any services are rendered. The IHSS Care Plan and PAR must be submitted~~  
27 ~~and approved by the Case Manager and received by the IHSS Agency prior to services being~~  
28 ~~rendered. Services rendered in advance of approval and receipt of these documents are not~~  
29 ~~reimbursable.~~

30 ~~8.552.8.B. IHSS Personal Care services must comply with the rules for reimbursement set forth at~~  
31 ~~Section 8.489.50. IHSS Homemaker services must comply with the rules for reimbursement set~~  
32 ~~forth at Section 8.490.5.~~

33 ~~8.552.8.C. Family Members are authorized to provide only Personal Care services or Health~~  
34 ~~Maintenance Activities for eligible adults and Health Maintenance Activities for eligible children.~~

35 ~~8.552.8.D. Services rendered by an Attendant who shares living space with the client or Family~~  
36 ~~Members are reimbursable only when there is a determination by the Case Manager, made prior~~  
37 ~~to the services being rendered, that the services meet the definition of Extraordinary Care.~~

1 ~~8.552.8.E. Family Members shall not be reimbursed for more than forty (40) hours of Personal Care~~  
2 ~~services in a seven (7) day period.~~

3 ~~8.552.8.F. Health Maintenance Activities may include related Personal Care and/or Homemaker~~  
4 ~~services if such tasks are completed in conjunction with the Health Maintenance Activity and are~~  
5 ~~secondary or contiguous to the Health Maintenance Activity.~~

6 ~~a. Secondary means in support of the main task(s). Secondary tasks must~~  
7 ~~be routine and regularly performed in conjunction with a Health~~  
8 ~~Maintenance Activity. There must be documented evidence that the~~  
9 ~~secondary task is necessary for the health and safety of the client.~~  
10 ~~Secondary tasks do not add units to the care plan.~~

11 ~~b. Contiguous means before, during or after the main task(s). Contiguous~~  
12 ~~tasks must be completed before, during, or after the Health Maintenance~~  
13 ~~Activity. There must be documented evidence that the contiguous task is~~  
14 ~~necessary for the health and safety of the client. Contiguous tasks do not~~  
15 ~~add units to the care plan.~~

16 ~~c. The IHSS Agency shall not submit claims for Health Maintenance~~  
17 ~~Activities when only Personal Care and/or Homemaking services are~~  
18 ~~completed.~~

19 ~~8.552.8.G. Restrictions on allowable Personal Care units shall not apply to parents who provide~~  
20 ~~Attendant services to their eligible adult children under In-Home Support Services as set forth at~~  
21 ~~Section 8.485.204.D.~~

22 ~~8.552.8.H. The IHSS Agency shall not submit claims for services missing documentation of the~~  
23 ~~services rendered, for services which are not on the Care Plan, or for services which are not on~~  
24 ~~an approved PAR. The IHSS Agency shall not submit claims for more time or units than were~~  
25 ~~required to render the service regardless of whether more time or units were prior authorized.~~  
26 ~~Reimbursement for claims for such services is not allowable.~~

27 ~~8.522.8.I. The IHSS Agency shall request a reallocation of previously authorized service units for~~  
28 ~~24-hour back-up care prior to submission of a claim.~~

29 ~~8.552.8.J. Services by an Authorized Representative to represent the client are not reimbursable.~~  
30 ~~IHSS services performed by an Authorized Representative for the client that they represent are~~  
31 ~~not reimbursable.~~

32 ~~8.552.8.K. An IHSS Agency shall not be reimbursed for more than twenty-four hours of IHSS service~~  
33 ~~in one day by an Attendant for one or more clients collectively.~~

34 ~~8.552.8.L. A client cannot receive IHSS and Consumer Directed Attendant Support Services~~  
35 ~~(CDASS) at the same time.~~

36 ~~8.552.8.M. Independent Living Core Services, attendant training, and oversight or supervision~~  
37 ~~provided by the IHSS Agency's Licensed Health Care Professional are not separately~~  
38 ~~reimbursable. No additional compensation is allowable for IHSS Agencies for providing these~~  
39 ~~services.~~

40 ~~8.552.8.N. Travel time shall not be reimbursed.~~

41 ~~8.552.8.O. Companionship is not a benefit of IHSS and shall not be reimbursed.~~

## ~~8.552.9 DISCONTINUATION AND TERMINATION OF IN-HOME SUPPORT SERVICES~~

~~8.552.9.A. A client may elect to discontinue IHSS or use an alternate service-delivery option at any time.~~

~~8.552.9.B. A client may be discontinued from IHSS when equivalent care in the community has been secured.~~

~~8.552.9.C. The Case Manager may terminate a client's participation in IHSS for the following reasons:~~

~~1. The client or their Authorized Representative fails to comply with IHSS program requirements as defined in Section 8.552.4, or~~

~~2. A client no longer meets program criteria, or~~

~~3. The client provides false information, false records, or is convicted of fraud, or~~

~~4. The client or their Authorized Representative exhibits Inappropriate Behavior and The Department has determined that the IHSS Agency has made adequate attempts at dispute resolution and dispute resolution has failed.~~

~~a. The IHSS Agency and Case Manager are required to assist the client or their Authorized Representative to resolve the Inappropriate Behavior, which may include the addition of or a change of Authorized Representative. All attempts to resolve the Inappropriate Behavior must be documented prior to notice of termination~~

~~8.552.9.D. When an IHSS Agency discontinues services, the agency shall give the client and the client's Authorized Representative written notice of at least thirty days. Notice shall be provided in person, by certified mail or another verifiable receipt service. Notice shall be considered given when it is documented that the client or Authorized Representative has received the notice. The notice shall provide the reason for discontinuation. A copy of the 30-day notice shall be given to the Case Management Agency.~~

~~1. Exceptions will be made to the requirement for advanced notice when the IHSS Agency has documented that there is an immediate threat to the client, IHSS Agency, or Attendants.~~

~~2. Upon IHSS Agency discretion, the agency may allow the client or their Authorized Representative to use the 30-day notice period to address conflicts that have resulted in discontinuation.~~

~~8.552.9.E. If continued services are needed with another agency, the current IHSS Agency shall collaborate with the Case Manager and client or their Authorized Representative to facilitate a smooth transition between agencies. The IHSS Agency shall document due diligence in ensuring continuity of care upon discharge as necessary to protect the client's safety and welfare.~~

~~8.552.9.F. In the event of discontinuation or termination from IHSS, the Case Manager shall:~~

~~1. Complete the Notice Services Status (LTC-803) and provide the client or the Authorized Representative with the reasons for termination, information about the client's rights to fair hearing, and appeal procedures. Once notice has been given, the client or Authorized~~

~~Representative may contact the Case Manager for assistance in obtaining other home care services or additional benefits if needed.~~

### ~~8.553—LIFE SKILLS TRAINING, HOME DELIVERED MEALS, PEER MENTORSHIP, TRANSITION SETUP SERVICES, & HOME DELIVERED MEALS POST-HOSPITAL DISCHARGE~~

#### ~~8.553.1 GENERAL DEFINITIONS~~

- ~~A. Case Management means the assessment of an individual receiving long-term services and supports' needs, the development and implementation of a service plan for such individual, referral and related activities, the coordination and monitoring of long-term service delivery, the evaluation of service effectiveness, and the periodic reassessment of such individual's needs.~~
- ~~B. Case Management Agency (CMA) means a public or private, not-for-profit or for-profit agency that meets all applicable state and federal requirements and is certified by the Department to provide case management services for Home and Community Based Services waivers pursuant to Sections 25.5-10-209.5 and Section 25.5-6-106, C.R.S., and pursuant to a provider participation agreement with the Department.~~
- ~~C. Community risk level means the potential for a member living in a community-based arrangement to require emergency services, to be admitted to a hospital or nursing facility, evicted from their home or involved with law enforcement due to identified risk factors.~~
- ~~D. Department means the Colorado Department of Health Care Policy and Financing, the single State Medicaid agency.~~
- ~~E. Discharge means a release from the hospital following a minimum 24-hour stay following admission.~~
- ~~F. Home and Community Based Services (HCBS) Waivers means services and supports provided through a waiver authorized in Section 1915(c) of the Social Security Act, 42 U.S.C. Section 1396n(c) and provided in community settings to a member who requires an institutional level of care that would otherwise be provided in a hospital, nursing facility, or Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF-IID).~~
- ~~G. Home Delivered Meals means nutritional counseling, planning, preparation, and delivery of meals to members who have dietary restrictions or specific nutritional needs, are unable to prepare their own meals, and have limited or no outside assistance.~~
- ~~H. Institutional Setting means an institution or institution-like setting, including a nursing facility, Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID), Regional Center or Home and Community Based setting that is operated by the state.~~
- ~~I. Life Skills Training (LST) means individualized training designed and directed with the member to develop and maintain his/her ability to independently sustain himself/herself physically, emotionally, socially and economically in the community. LST may be provided in the member's residence, in the community, or in a group living situation.~~
- ~~J. Life Skills Training program service plan is a plan that describes the type of services that will be provided as part of the LST, and the scope, frequency, and duration of services necessary to meet the client's needs, enabling the member to independently sustain himself/herself physically, emotionally, socially, and economically in the community. This plan must be developed with input from the member and the provider.~~

1 ~~K. Member has the same meaning and use as the terms "Member" and/or "Client" in used Section~~  
2 ~~8.500.1, 8.500.90,~~

3 ~~L. Nutritional Meal Plan is a plan consisting of the complete nutritional regimen that the Registered~~  
4 ~~Dietitian (RD) or Registered Dietitian Nutritionist (RDN) recommends to the member for overall~~  
5 ~~health and wellness and shall include additional recommendations outside of the Medicaid-~~  
6 ~~authorized meals for additional nutritional support and education.~~

7 ~~M. Peer Mentorship means support provided by peers to promote self-advocacy and encourage~~  
8 ~~community living among members by instructing and advising on issues and topics related to~~  
9 ~~community living, describing real-world experiences as examples, and modeling successful~~  
10 ~~community living and problem-solving.~~

11 ~~N. Service Plan means the written document that identifies approved services, including Medicaid~~  
12 ~~and non-Medicaid services, regardless of funding source, necessary to assist a member to~~  
13 ~~remain safely in the community and developed in accordance with the Department rules.~~

14 ~~O. Transition Setup Authorization Request Form is a document used to request authorization for~~  
15 ~~delivery of items and/or services required for the transition set up to occur. This document must~~  
16 ~~be submitted to and approved by the Case Management Agency in order for the provider to~~  
17 ~~receive payment.~~

18 ~~P. Transition Setup means coordination and coverage of one-time, non-recurring expenses~~  
19 ~~necessary for a member to establish a basic household upon transitioning from a nursing facility,~~  
20 ~~Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID), or Regional Center~~  
21 ~~to a community living arrangement that is not operated by the state.~~

## 22 ~~8.553.2 SERVICE ACCESS AND AUTHORIZATION~~

23 ~~A. To establish eligibility for Life Skills Training, Home Delivered Meals, or Peer Mentorship, the~~  
24 ~~member must satisfy two sets of criteria: general criteria for accessing any of the three services,~~  
25 ~~and criteria unique to each particular service. The member's Case Manager must not authorize~~  
26 ~~Life Skills Training, Home Delivered Meals, or Peer Mentorship to continue for more than 365~~  
27 ~~days. The Department, in its sole discretion, may grant an exception based on extraordinary~~  
28 ~~circumstances:~~

29 ~~1. To be eligible for Life Skills Training, Home Delivered Meals, or Peer Mentorship, the~~  
30 ~~member must satisfy the following general criteria:~~

31 ~~a. The member is transitioning from an institutional setting to a home and~~  
32 ~~community-based setting, or is experiencing a change in life circumstance that~~  
33 ~~affects a member's stability and endangers their ability to remain in the~~  
34 ~~community,~~

35 ~~b. The member demonstrates a need to develop or sustain independence to live or~~  
36 ~~remain in the community upon their transitioning; and~~

37 ~~c. The member demonstrates that they need the service to establish community~~  
38 ~~supports or resources where they may not otherwise exist.~~

39 ~~2. To be eligible for Life Skills Training (LST), Home Delivered Meals, and Peer Mentorship,~~  
40 ~~the member must participate in an assessment and satisfy the criteria unique to each~~  
41 ~~particular service the member wishes to access.~~

- 1 a. ~~To obtain approval for LST the member must be enrolled in the HCBS-CMHS~~  
2 ~~Waiver under Section 8.509, the HCBS-EBD Waiver under Section 8.485, the~~  
3 ~~HCBS-CIH Waiver under Section 8.517, or the HCBS-SLS Waiver under Section~~  
4 ~~8.500.9. The member must also demonstrate the following needs, which must be~~  
5 ~~documented in the member's Service Plan:~~
- 6 i. ~~The member demonstrates a need for training designed and directed~~  
7 ~~with the member to develop and maintain his/her ability to sustain~~  
8 ~~himself/herself physically, emotionally, socially and economically in the~~  
9 ~~community;~~
- 10 ii. ~~The member identifies skills for which training is needed and~~  
11 ~~demonstrates that without the skills, the member risks his/her health,~~  
12 ~~safety, or ability to live in the community;~~
- 13 iii. ~~The member demonstrates that without training he/she could not develop~~  
14 ~~the skills needed; and~~
- 15 iv. ~~The member demonstrates that with training he/she has ability to acquire~~  
16 ~~these skills or services necessary within 365 days.~~
- 17 b. ~~To obtain approval for Home-Delivered Meals, the member must be enrolled in~~  
18 ~~the HCBS-BI Waiver under Section 8.515, the HCBS-CMHS Waiver under~~  
19 ~~Section 8.509; the HCBS-DD Waiver under Section 8.500, the HCBS-EBD~~  
20 ~~Waiver under Section 8.485, the HCBS-CIH Waiver under Section 8.517, or the~~  
21 ~~HCBS-SLS Waiver under Section 8.500.9. The member must also demonstrate a~~  
22 ~~need for the service, as follows:~~
- 23 i. ~~The member demonstrates a need for nutritional counseling, meal~~  
24 ~~planning, and preparation;~~
- 25 ii. ~~The member shows documented dietary restrictions or specific nutritional~~  
26 ~~needs;~~
- 27 iii. ~~The member lacks or has limited access to outside assistance, services,~~  
28 ~~or resources through which he/she can access meals with the type of~~  
29 ~~nutrition vital to meeting his/her dietary restrictions or special nutritional~~  
30 ~~needs;~~
- 31 iv. ~~The member is unable to prepare meals with the type of nutrition vital to~~  
32 ~~meeting his/her dietary restrictions or special nutritional needs;~~
- 33 v. ~~The member's inability to access and prepare nutritious meals~~  
34 ~~demonstrates a need-related risk to health, safety, or institutionalization;~~  
35 ~~and~~
- 36 vi. ~~The assessed need is documented in the member's Service Plan as part~~  
37 ~~of their acquisition process of gradually becoming capable of preparing~~  
38 ~~their own meals or establishing the resources to obtain their needed~~  
39 ~~meals.~~
- 40 c. ~~To obtain approval for Peer Mentorship, a member must be enrolled in the~~  
41 ~~HCBS-BI Waiver under Section 8.515; the HCBS-CMHS Waiver under Section~~  
42 ~~8.509; the HCBS-EBD Waiver under Section 8.485; the HCBS-CIH Waiver under~~

1 ~~Section 8.517; the HCBS-DD Waiver under Section 8.500; or the HCBS-SLS~~  
 2 ~~Waiver under Section 8.500.9. The member must also demonstrate:~~

- 3 ~~i. A need for soft skills, insight, or guidance from a peer;~~  
 4 ~~ii. That without this service he/she may experience a health, safety, or~~  
 5 ~~institutional risk; and~~  
 6 ~~iii. There are no other services or resources available to meet the need.~~

7 **8.553.3 LIFE SKILLS TRAINING (LST)**

8 **A. INCLUSIONS**

- 9 ~~1. Life Skills Training includes assessment, training, maintenance, supervision, assistance,~~  
 10 ~~or continued supports of the following skills:~~
- 11 ~~a. Problem-solving;~~  
 12 ~~b. Identifying and accessing mental and behavioral health services;~~  
 13 ~~c. Self-care and activities of daily living;~~  
 14 ~~d. Medication reminders and supervision, not including medication administration;~~  
 15 ~~e. Household management;~~  
 16 ~~f. Time management;~~  
 17 ~~g. Safety awareness;~~  
 18 ~~h. Task completion;~~  
 19 ~~i. Communication skill building;~~  
 20 ~~j. Interpersonal skill development;~~  
 21 ~~k. Socialization, including, but not limited to; acquiring and developing skills that~~  
 22 ~~promote healthy relationships; assistance with understanding social norms and~~  
 23 ~~values; and support with acclimating to the community;~~  
 24 ~~l. Recreation, including leisure and community engagement;~~  
 25 ~~m. Assistance with understanding and following plans for occupational or sensory~~  
 26 ~~skill development;~~  
 27 ~~n. Accessing resources and benefit coordination, including activities related to~~  
 28 ~~coordination of community transportation, community meetings, community~~  
 29 ~~resources, housing resources, Medicaid services, and other available public and~~  
 30 ~~private resources;~~  
 31 ~~o. Financial management, including activities related to the coordination of financial~~  
 32 ~~management tasks such as paying bills, balancing accounts, and basic~~  
 33 ~~budgeting;~~

1 p. ~~Acquiring and utilizing assistive technology when appropriate and not duplicative~~  
2 ~~of training covered under other services.~~

3 All Life Skills Training shall be documented in the Life Skills Training (LST) program  
4 service plans. Reimbursement is limited to services described in the Life Skills Training  
5 (LST) program service plans.

6 ~~B. LIMITATIONS AND EXCLUSIONS~~

7 1. ~~Members may utilize LST up to 24 units (six hours) per day, for no more than 160 units~~  
8 ~~(40 hours) per week, for up to 365 days following the first day the service is provided.~~

9 2. ~~LST is not to be delivered simultaneously during the direct provision of Adult Day Health,~~  
10 ~~Adult Day Services, Group Behavioral Counseling, Consumer Directed Attendant Support~~  
11 ~~Services (CDASS), Health Maintenance Activities, Homemaker, In Home Support~~  
12 ~~Services (IHSS), Mentorship, Peer Mentorship, Personal Care, Prevocational Services,~~  
13 ~~Respite, Specialized Habilitation, Supported Community Connections, or Supported~~  
14 ~~Employment.~~

15 a. ~~LST may be provided with Non-Medical Transportation (NMT) if the~~  
16 ~~transportation of the member is part of the LST as indicated in the LST program~~  
17 ~~service plan; if not part of the training, the provider may only bill for NMT if that~~  
18 ~~provider is a certified NMT provider.~~

19 b. ~~LST may be delivered during the provision of services by behavioral line staff~~  
20 ~~only when directly authorized by the Department.~~

21 3. ~~LST does not include services offered under the State Plan or other resources.~~

22 4. ~~LST does not include services offered through other waiver services, except those that~~  
23 ~~are incidental to the LST training activities or purposes, or are incidentally provided to~~  
24 ~~ensure the member's health and safety during the provision of LST.~~

25 ~~C. PROVIDER QUALIFICATIONS~~

26 1. ~~The provider agency furnishing services to waiver members shall abide by all general~~  
27 ~~certification standards, conditions, and processes established for the member's~~  
28 ~~respective waiver: HCBS-CMHS, EBD, or SCI waivers in Section 8.487; HCBS-SLS~~  
29 ~~waiver in Section 8.500.98.~~

30 2. ~~In accordance with 42 C.F.R Section 441.301(c)(1)(vi), providers of LST for the~~  
31 ~~individual, or those who have an interest in or are employed by the provider of LST, must~~  
32 ~~not authorize services or develop the person-centered service plan, except when the~~  
33 ~~State demonstrates that the only willing and qualified entity to authorize services and/or~~  
34 ~~develop person-centered plans in a geographic area also provides HCBS.~~

35 3. ~~The agency must employ an LST coordinator with at least 5 years of experience working~~  
36 ~~with individuals with disabilities on issues relating to life skills training, or a degree within~~  
37 ~~a relevant field; and~~

38 4. ~~The agency must ensure any component of the LST plan that may contain activities~~  
39 ~~outside the scope of the LST trainer's expertise or licensure must be created by an~~  
40 ~~appropriately licensed professional acting within his/her scope of practice.~~

1 a. ~~The professional must hold a license with no limitations in the scope of practice~~  
2 ~~appropriate to meet the member's LST needs. The following licensed~~  
3 ~~professionals are authorized to furnish LST training:~~

4 i. ~~Occupational Therapist;~~

5 ii. ~~Physical Therapist;~~

6 iii. ~~Registered Nurse;~~

7 iv. ~~Speech Language Pathologist;~~

8 v. ~~Psychologist;~~

9 vi. ~~Neuropsychologist;~~

10 vii. ~~Medical Doctor;~~

11 viii. ~~Licensed Clinical Social Worker~~

12 ix. ~~Licensed Professional Counselor; or~~

13 x. ~~Board Certified Behavior Analyst (BCBA)~~

14 b. ~~An appropriately licensed professional providing a component(s) of the LST plan~~  
15 ~~may be an agency staff member, contract staff member, or external licensed and~~  
16 ~~certified professionals who are fully aware of duties conducted by LST trainers..~~

17 5. ~~An agency must maintain a Class A or B Home Care Agency License issued by the~~  
18 ~~Colorado Department of Public Health and Environment if that agency chooses to provide~~  
19 ~~training on Personal Care as defined in one of the following listed regulations: Personal~~  
20 ~~Care in the HCBS CMHS, EBD, or CIH waivers as defined at Section 8.489.10;~~  
21 ~~Personal Care in the HCBS SLS waiver as defined at Section 8.500.94.B.12.~~

22 6. ~~The agency must employ one or more LST Trainers to directly support members, one on~~  
23 ~~one, by designing with the member an individualized LST program service plan and~~  
24 ~~implementing the plan for the member's training.~~

25 a. ~~An individual is qualified to be an LST trainer only if he/she is:~~

26 i. ~~A licensed health care professional with experience in providing~~  
27 ~~functionally based assessments and skills training for individuals with~~  
28 ~~disabilities;~~

29 ii. ~~An individual with a bachelor's degree and 1 year of experience working~~  
30 ~~with individuals with disabilities;~~

31 iii. ~~An individual with an associate degree in a social service or human~~  
32 ~~relations area and 2 years of experience working with individuals with~~  
33 ~~disabilities;~~

34 iv. ~~An individual currently enrolled in a degree program directly related to~~  
35 ~~special education, occupational therapy, therapeutic recreation, and/or~~

1 ~~teaching with at least 3 years of experience providing services similar to~~  
2 ~~LST services;~~

3 ~~v. An individual with 4 years direct care experience teaching or working~~  
4 ~~with needs of individuals with disabilities; or~~

5 ~~vi. An individual with 4 years of lived experience transferable to training~~  
6 ~~designed and directed with the member to develop and maintain his/her~~  
7 ~~ability to sustain himself/herself physically, emotionally, socially and~~  
8 ~~economically in the community; and the provider must ensure that this~~  
9 ~~individual receives member specific training sufficient to enable the~~  
10 ~~individual to competently provide LST to the member consistent with the~~  
11 ~~LST Plan and the overall Service Plan.~~

12 ~~a) For anyone qualifying as a trainer under these criteria, the~~  
13 ~~provider must ensure that the trainer receives additional~~  
14 ~~member specific training sufficient to enable him/her to~~  
15 ~~competently provide LST to the member that is consistent with~~  
16 ~~the LST Plan.~~

17 ~~b. Prior to delivery of and reimbursement for any services, LST trainers must~~  
18 ~~complete the following trainings:~~

19 ~~i. Person centered support approaches;~~

20 ~~ii. HIPAA and member confidentiality;~~

21 ~~iii. Basics of working with the population to be served;~~

22 ~~iv. On the job coaching by the provider or an incumbent LST trainer on the~~  
23 ~~provision of LST training;~~

24 ~~v. Basic safety and de-escalation techniques;~~

25 ~~vi. Community and public resource availability; and~~

26 ~~vii. Recognizing emergencies and knowledge of emergency procedures~~  
27 ~~including basic first aid, home and fire safety.~~

28 ~~c. The provider must insure that staff acting as LST trainers receive ongoing~~  
29 ~~training within 90 days of unsupervised contact with a member, and no less than~~  
30 ~~once annually, in the following areas:~~

31 ~~i. Cultural awareness;~~

32 ~~ii. Updates on working with the population to be served; and~~

33 ~~iii. Updates on resource availability.~~

34 ~~d. The provider employing an LST Trainer must conduct a criminal background~~  
35 ~~check through the Colorado Bureau of Investigation on any person seeking~~  
36 ~~employment as an LST Trainer. The provider shall not employ or contract with~~  
37 ~~any person convicted of an offense that could pose a risk to the health, safety,~~

1 and welfare of members. All costs related to obtaining a criminal background  
2 check shall be borne by the provider.

3 ~~D. PROVIDER RESPONSIBILITIES~~

4 ~~1. Life Skills Training trainers directly support the member by designing with the member an~~  
5 ~~individualized LST program service plan, and by implementing the plan through training~~  
6 ~~with the member to develop and maintain his/her ability to independently sustain~~  
7 ~~himself/herself physically, emotionally, socially and economically in the community.~~

8 ~~2. The LST coordinator must review the member's LST program service plan to ensure it is~~  
9 ~~designed to meet the needs of the member in order to enable him/her to independently~~  
10 ~~sustain himself/herself physically, emotionally, and economically in the community; and~~

11 ~~3. The LST coordinator must share the LST program service plan with the member's~~  
12 ~~providers of other HCBS services that support or implement any LST services. The LST~~  
13 ~~coordinator will seek permission from the member prior to sharing the LST program~~  
14 ~~service plan, or any portion of it, with other providers; and~~

15 ~~4. Any component of the LST program service plan that may contain activities outside the~~  
16 ~~scope of the LST trainer's scope of expertise or licensure must be created by the~~  
17 ~~appropriately licensed professional within his/her scope of practice.~~

18 ~~5. All LST program service plans containing any professional activity must be reviewed and~~  
19 ~~authorized monthly during the service period, or as needed, by professionals responsible~~  
20 ~~for oversight.~~

21 ~~E. DOCUMENTATION~~

22 ~~1. All LST providers must maintain a LST program service plan that includes:~~

23 ~~a. Monthly skills training plans to be developed and documented; and~~

24 ~~b. Skills training plans that include goals, goals achieved or failed, and progress~~  
25 ~~made toward accomplishment of continuing goals.~~

26 ~~All documentation, including, but not limited to, employee files, activity schedules,~~  
27 ~~licenses, insurance policies, claim submission documents and program and financial~~  
28 ~~records, shall be maintained according to Section 8.130.2 and provided to supervisor(s),~~  
29 ~~program monitor(s), auditor(s), and CDPHE surveyor(s) upon request. The LST service~~  
30 ~~plan must include:~~

31 ~~i. The start and end time/duration of service provision;~~

32 ~~ii. The nature and extent of service;~~

33 ~~iii. A description of LST activities, such as accompanying members to~~  
34 ~~complicated medical appointments or to attend board, advisory and~~  
35 ~~commissions meetings; and support with interviewing potential providers;~~

36 ~~iv. Progress toward Service Plan goals and objectives; and~~

37 ~~v. The provider's signature and date.~~

1           2. ~~The LST program service plan shall be sent to the Case Management Agency~~  
 2           ~~responsible for the Service Plan on a monthly basis, or as requested by the Case~~  
 3           ~~Management Agency.~~

4           3. ~~The LST program service plan shall be shared, with the member's permission, with the~~  
 5           ~~member's providers of other HCBS services that support or implement any service~~  
 6           ~~inclusions of the member's LST program that meet the needs of the member, enabling~~  
 7           ~~him/her to independently sustain himself/herself physically, emotionally, socially, and~~  
 8           ~~economically in the community.~~

#### 9           F. ~~REIMBURSEMENT~~

10          1. ~~LST may be billed in 15-minute units. Members may utilize LST up to 24 units (six hours)~~  
 11          ~~per day, no more than 160 units (40 hours) per week, for up to 365 days following the first~~  
 12          ~~day the service is provided.~~

13          2. ~~Payment for LST shall be the lower of the billed charges or the maximum rate of~~  
 14          ~~reimbursement.~~

15          3. ~~LST may include escorting members if doing so is incidental to performing an authorized~~  
 16          ~~LST service. However, costs for transportation in addition to those for accompaniment~~  
 17          ~~may not be billed LST services. LST providers may furnish and bill separately for~~  
 18          ~~transportation, provided that they meet the state's provider qualifications for~~  
 19          ~~transportation services.~~

20          4. ~~If accompaniment and transportation are provided through the same agency, the person~~  
 21          ~~providing transportation may not be the same person who provided accompaniment as a~~  
 22          ~~LST benefit to the member.~~

### 23        **8.553.4 HOME DELIVERED MEALS**

#### 24        A. ~~INCLUSIONS~~

25          1. ~~Home Delivered Meals services include:~~

26           a. ~~Individualized nutritional counseling and developing an individualized Nutritional~~  
 27           ~~Meal Plan, which specifies the member's nutritional needs, selected meal types,~~  
 28           ~~and instructions for meal preparation and delivery; and~~

29           b. ~~Services to implement the individualized meal plan, including the member's~~  
 30           ~~requirements for preparing and delivering the meals.~~

31           c. ~~The delivery of prepared nutritional meals.~~

#### 32        B. ~~SERVICE REQUIREMENTS~~

33          1. ~~The member's Service Plan must specifically identify:~~

34           a. ~~the member's need for individualized nutritional counseling and development of a~~  
 35           ~~Nutritional Meal Plan, which describes the member's nutritional needs and~~  
 36           ~~selected meal types, and provides instructions for meal preparation and delivery;~~  
 37           ~~and~~

1 ~~b. the member's specifications for preparation and delivery of meals, and any other~~  
2 ~~detail necessary to effectively implement the individualized meal plan.~~

3 ~~2. The service must be provided in the home or community and in accordance with the~~  
4 ~~member's Service Plan. All Home-Delivered Meal services shall be documented in the~~  
5 ~~Service Plan.~~

6 ~~3. Members may be approved for Home-Delivered Meals for no more than 365 days.~~

7 ~~4. Meals are to be delivered up to two meals per day, with a maximum of 14 meals~~  
8 ~~delivered per week.~~

9 ~~5. Meals may include liquid, mechanical soft, or other medically necessary types.~~

10 ~~6. Meals may be ethnically or culturally tailored.~~

11 ~~7. Meals may be delivered hot, cold, frozen, or shelf-stable, depending on the member's or~~  
12 ~~caregiver's ability to complete the preparation of, and properly store the meal.~~

13 ~~8. The provider shall confirm meal delivery to ensure the member receives the meal in a~~  
14 ~~timely fashion, and to determine whether the member is satisfied with the quality of the~~  
15 ~~meal.~~

16 ~~9. The providing agency's certified RD or RDN will check in with the member no less~~  
17 ~~frequently than every 90 days to ensure the meals are satisfactory, that they promote the~~  
18 ~~member's health, and that the service is meeting the member's needs.~~

19 ~~10. The RD or RDN will review member's progress toward the nutritional goal(s) outlined in~~  
20 ~~the member's Service Plan no less frequently than once per calendar quarter, and more~~  
21 ~~frequently, as needed.~~

22 ~~11. The RD or RDN shall make changes to the Nutritional Meal Plan if the quarterly~~  
23 ~~assessment results show changes are necessary or appropriate.~~

24 ~~12. The RD or RDN will send the Nutritional Meal Plan to the Case Management Agency no~~  
25 ~~less frequently than once per quarter to allow the Case Management Agency to verify the~~  
26 ~~plan with the member during the quarterly check-in, and to make corresponding updates~~  
27 ~~to the Person-Centered Service plan, as needed.~~

## 28 ~~C. LIMITATIONS AND EXCLUSIONS~~

29 ~~1. Home-Delivered Meals are not available when the member resides in a provider-owned~~  
30 ~~or controlled setting.~~

31 ~~2. Delivery must not constitute a full nutritional regimen; and includes no more than two~~  
32 ~~meals per day or 14 meals per week.~~

33 ~~3. If items or services through which the member's need for Home-Delivered Meal services~~  
34 ~~can otherwise be met, including any item or service available under the State Plan,~~  
35 ~~applicable HCBS waiver, or other resources are excluded.~~

36 ~~4. Meals not identified in the Nutritional Meal Plan or any item outside of the meals not~~  
37 ~~identified in the meal plan, such as additional food items or cooking appliances are~~  
38 ~~excluded.~~

- 1 ~~5. Meal plans and meals provided are reimbursable when they benefit of the member, only.~~  
 2 ~~Services provided to someone other than the member are not reimbursable.~~

3 ~~D. PROVIDER STANDARDS~~

- 4 ~~1. A licensed provider enrolled with Colorado Medicaid to provide Home Delivered Meal~~  
 5 ~~services must be a legally constituted domestic or foreign business entity registered with~~  
 6 ~~the Colorado Secretary of State Colorado and holding a Certificate of Good Standing to~~  
 7 ~~do business in Colorado.~~
- 8 ~~2. Must conform to all general certification standards, conditions, and processes established~~  
 9 ~~for the respective waiver(s) through which they are furnishing services: HCBS-CMHS,~~  
 10 ~~EBD, BI, or CIH waivers in the Department's rule at Section 8.487; HCBS-DD waiver in~~  
 11 ~~the Department's rule at Section 8.500.9; HCBS-SLS waiver in the Department's rule at~~  
 12 ~~Section 8.500.98.~~
- 13 ~~3. The provider shall maintain licensure as required by the State of Colorado Department of~~  
 14 ~~Public Health and Environment (CDPHE) for the performance of the service or support~~  
 15 ~~being provided, including necessary Retail Food License and Food Handling License for~~  
 16 ~~staff; or be approved by Medicaid as a home delivered meals provider in their home~~  
 17 ~~state.~~
- 18 ~~4. Must maintain a Registered Dietitian (RD) OR Registered Dietitian Nutritionist (RDN) on~~  
 19 ~~staff or under contract.~~
- 20 ~~5. In accordance with 42 C.F.R Section 441.301(c)(1)(vi), providers of Home Delivered~~  
 21 ~~Meals for the individual, or those who have an interest in or are employed by the provider~~  
 22 ~~of Home Delivered Meals for the individual, must not provide case management or~~  
 23 ~~develop the person-centered service plan, except when the State demonstrates that the~~  
 24 ~~only willing and qualified entity to provide case management and/or develop person-~~  
 25 ~~centered service plans in a geographic area also provides HCBS.~~
- 26 ~~6. The provider furnishing Home Delivered Meals services must conduct a criminal~~  
 27 ~~background check through the Colorado Bureau of Investigation on any person seeking~~  
 28 ~~employment who would be tasked with furnishing Home Delivered Meals services. The~~  
 29 ~~provider shall not employ or contract with any person convicted of an offense that could~~  
 30 ~~pose a risk to the health, safety, and welfare of members. All costs related to obtaining a~~  
 31 ~~criminal background check shall be borne by the provider.~~

32 ~~E. DOCUMENTATION~~

- 33 ~~1. The provider shall maintain documentation in accordance with Section 8.130 and shall~~  
 34 ~~provide documentation to supervisor(s), program monitor(s) and auditor(s), and CDPHE~~  
 35 ~~surveyor(s) upon request. Required documentation includes:~~
- 36 ~~a. Documentation pertaining to the provider agency, including employee files, claim~~  
 37 ~~submission documents, program and financial records, insurance policies, and~~  
 38 ~~licenses, including a Retail Food License and Food Handling License for Staff,~~  
 39 ~~or, if otherwise applicable, documentation of compliance and good standing with~~  
 40 ~~the City and County municipality in which this service is provided; and~~
- 41 ~~b. Documentation pertaining to services, including:~~

- i. ~~A Signed authorization from appropriate licensed professional for dietary restrictions or specific nutritional needs;~~
- ii. ~~Member demographic information;~~
- iii. ~~A Meal Delivery Schedule;~~
- iv. ~~Documentation of special diet requirements;~~
- v. ~~A determination of the type of meal to be provided (e.g. hot, cold, frozen, shelf stable);~~
- vi. ~~A record of the date(s) and place(s) of service delivery;~~
- vii. ~~Monitoring and follow-up (contacting the member after meal deliver to ensure the member is satisfied with the meal); and~~
- viii. ~~Provision of nutrition counseling.~~

#### ~~F. REIMBURSEMENT~~

- ~~1. Home Delivered Meals services are reimbursed based on the number of units of service provided, with one unit equal to one meal.~~
- ~~2. Payment for Home Delivered Meals shall be the lower of the billed charges or the maximum rate of reimbursement.~~
- ~~3. Reimbursement is limited to services described in the Service Plan.~~

#### ~~8.553.5 PEER MENTORSHIP~~

##### ~~A. INCLUSIONS~~

- ~~1. Peer Mentorship means support provided by peers of the member on matters of community living, including:
 
  - ~~a. Problem-solving issues drawing from shared experience.~~
  - ~~b. Goal Setting, self-advocacy, community acclimation and integration techniques.~~
  - ~~c. Assisting with interviewing potential providers, understanding complicated health and safety issues, and participating on private and public boards, advisory groups and commissions.~~
  - ~~d. Activities that promote interaction with friends and companions of choice.~~
  - ~~e. Teaching and modeling of social skills, communication, group interaction, and collaboration.~~
  - ~~f. Developing community member relationships with the intent of building social capital that results in the expansion of opportunities to explore personal interests.~~
  - ~~g. Assisting the person in acquiring, retaining, and improving self-help, socialization, self-advocacy, and adaptive skills necessary for community living.~~~~

1 h. ~~Support for integrated and meaningful engagement and awareness of~~  
2 ~~opportunities for community involvement including volunteering, self-advocacy,~~  
3 ~~education options, and other opportunities identified by the individual.~~

4 i. ~~Assisting members to be aware of and engage in community resources.~~

5 ~~B. LIMITATIONS AND EXCLUSIONS~~

6 1. ~~Members may utilize Peer Mentorship up to 24 units (six hours) per day, for no more than~~  
7 ~~160 units (40 hours) per week, for no more than 365 days.~~

8 2. ~~Services covered under the State Plan, another waiver service, or by other resources are~~  
9 ~~excluded.~~

10 3. ~~Services or activities that are solely diversional or recreational in nature are excluded.~~

11 ~~C. PROVIDER STANDARDS~~

12 1. ~~A provider enrolled with Colorado Medicaid is eligible to provide Peer Mentorship~~  
13 ~~services if:~~

14 a. ~~The provider is a legally constituted domestic or foreign business entity~~  
15 ~~registered with the Colorado Secretary of State and holding a Certificate of Good~~  
16 ~~Standing to do business in Colorado;~~

17 b. ~~The provider conforms to all general certification standards, conditions, and~~  
18 ~~processes established for the respective waiver(s) through which they are~~  
19 ~~furnishing services: HCBS-CMHS, EBD, BI, or SCI waivers in the~~  
20 ~~Department's rule at Section 8.487; HCBS-DD waiver in the Department's rule at~~  
21 ~~Section 8.500.9; HCBS-SLS waiver in the Department's rule at Section 8.500.98;~~

22 c. ~~The provider is legally responsible for overseeing the management and operation~~  
23 ~~of all programs conducted by the provider including ensuring that each aspect of~~  
24 ~~the provider's programs operates in compliance with all local, State, and federal~~  
25 ~~requirements, applicable laws, and regulations; and~~

26 d. ~~The provider cooperates with CDPHE compliance and complaint surveys, and~~  
27 ~~obeys all CDPHE policies, regulations and directives regarding licensure.~~

28 e. ~~In accord with 42 CFR 441.301(c)(1)(vi), providers of Peer Mentorship for the~~  
29 ~~individual, or those who have an interest in or are employed by the provider of~~  
30 ~~Peer Mentorship for the individual, must not provide case management,~~  
31 ~~authorize services, or develop the person-centered service plan, except when the~~  
32 ~~State demonstrates that the only willing and qualified entity to provide case~~  
33 ~~management, authorize services, and/or develop person-centered service plans~~  
34 ~~in a geographic area also provides HCBS.~~

35 f. ~~Peer Mentorship shall not be provided by a peer who receives programming from~~  
36 ~~the same residential location, day program location, or employment location as~~  
37 ~~the member.~~

38 2. ~~The provider must ensure services are delivered by a peer mentor staff who:~~

- 1 a. ~~Has lived experience transferable to support a member with acclimating to~~  
 2 ~~community living through providing them member advice, guidance, and~~  
 3 ~~encouragement on matters of community living, including through describing~~  
 4 ~~real-world experiences, encouraging the member's self-advocacy and~~  
 5 ~~independent living goals, and modeling strategies, skills, and problem-solving.~~
- 6 b. ~~Is qualified to furnish the services customized to meet the needs of the member~~  
 7 ~~as described in the Service Plan;~~
- 8 c. ~~Does not receive programming from the same residential location or day program~~  
 9 ~~location as the member; and~~
- 10 d. ~~Has completed training from the provider agency consistent with core~~  
 11 ~~competencies. Core competencies are:~~
- 12 i. ~~Understanding boundaries;~~
- 13 ii. ~~Setting and pursuing goals;~~
- 14 iii. ~~Advocacy for Independence Mindset;~~
- 15 iv. ~~Understanding of Disabilities, both visible and non-visible, and how they~~  
 16 ~~intersect with identity; and~~
- 17 v. ~~Person-Centeredness.~~
- 18 3. ~~The provider of peer mentorship services must conduct a criminal background check~~  
 19 ~~through the Colorado Bureau of Investigation on any person seeking employment as a~~  
 20 ~~Peer Mentor, and on all staff who interface with Medicaid members. The provider shall~~  
 21 ~~not employ or contract with any person convicted of an offense that could pose a risk to~~  
 22 ~~the health, safety, and welfare of members. All costs related to obtaining a criminal~~  
 23 ~~background check shall be borne by the provider.~~
- 24 4. ~~The provider must ensure that no staff member having contact with members is~~  
 25 ~~substantiated in the Colorado Adult Protection Services (CAPS) registry for mistreatment~~  
 26 ~~of an at-risk adult.~~

#### 27 ~~D. DOCUMENTATION~~

- 28 1. ~~All documentation, including but not limited to, employee files, activity schedules,~~  
 29 ~~licenses, insurance policies, claim submission documents and program and financial~~  
 30 ~~records, shall be maintained according to Section 8.130.2 and provided to supervisor(s),~~  
 31 ~~program monitor(s) and auditor(s), and CDPHE surveyor(s) upon request, including:~~
- 32 a. ~~Start and end time/duration of services;~~
- 33 b. ~~Nature and extent of services;~~
- 34 c. ~~Mode of contact (face to face, telephone, other);~~
- 35 d. ~~Description of peer mentorship activities such as accompanying members to~~  
 36 ~~complicated medical appointments or to attend board, advisory and commissions~~  
 37 ~~meetings, and support provided interviewing potential providers;~~

- e. ~~Member's Response as outlined in the Peer Mentorship Manual;~~
- f. ~~Progress toward Service Plan goals and objectives; and~~
- g. ~~Provider's signature and date.~~

#### ~~E. REIMBURSEMENT~~

- 1. ~~Peer Mentorship services are reimbursed based on the number of units billed, with one unit equal to 15 minutes of service.~~
- 2. ~~Payment for Peer Mentorship shall be the lower of the billed charges or the maximum rate of reimbursement.~~
- 3. ~~Reimbursement is limited to services described in the Service Plan~~

### ~~8.553.6 TRANSITION SETUP~~

#### ~~A. SERVICE ACCESS AND AUTHORIZATION~~

- 1. ~~To access Transition Setup, defined in Section 8.553.1, a member must be transitioning from an institutional setting to a community living arrangement and participate in a needs-based assessment through which they demonstrate a need for the service based on the following:~~
  - a. ~~The member demonstrates a need for the coordination and purchase of one-time, non-recurring expenses necessary for a member to establish a basic household in the community;~~
  - b. ~~The need demonstrates risk to the member's health, safety, or ability to live in the community.~~
  - c. ~~Other services/resources to meet need are not available.~~
- 2. ~~The member's assessed need must be documented in the member's Transition Plan and Service Plan.~~
- 3. ~~Transition Setup is available in the Department's HCBS-BI Waiver under the Department's rule Section 8.515.2.A.17; HCBS-CMHS Waiver under the Department's rule Section 8.509.12.A.13; HCBS-DD Waiver under Section 8.500.5.A.10; HCBS-EBD Waiver under Section 8.485.31.N; HCBS-CIH Waiver under Section 8.517.1.A.14; and HCBS-SLS Waiver under Section 8.500.94.A.20.~~

#### ~~B. INCLUSIONS~~

- 1. ~~Transition Setup assists the member by coordinating the purchase of items or services needed to establish a basic household and to ensure the home environment is ready for move-in with all applicable furnishings set up and operable; and~~
- 2. ~~Transition Setup covers the purchase of one-time, non-recurring expenses necessary for a member to establish a basic household as they transition from an institutional setting to a community setting. Allowable expenses include:~~

- 1 a. ~~Security deposits that are required to obtain a lease on an apartment or home.~~
- 2 b. ~~Setup fees or deposits to access basic utilities or services (telephone, electricity,~~
- 3 ~~heat, and water).~~
- 4 c. ~~Services necessary for the individual's health and safety such as pest eradication~~
- 5 ~~or one-time cleaning prior to occupancy.~~
- 6 d. ~~Essential household furnishings required to occupy and use a community~~
- 7 ~~domicile, including furniture, window coverings, food preparation items, or bed or~~
- 8 ~~bath linens.~~
- 9 e. ~~Expenses incurred directly from the moving, transport, provision, or assembly of~~
- 10 ~~household furnishings to the residence.~~
- 11 f. ~~Housing application fees and fees associated with obtaining legal and/or~~
- 12 ~~identification documents necessary for a housing application such as a birth~~
- 13 ~~certificate, state ID, or criminal background check.~~

#### 14 C. ~~LIMITATIONS AND EXCLUSIONS~~

- 15 1. ~~Transition Setup may be used to coordinate or purchase one-time, non-recurring~~
- 16 ~~expenses up to 30 days post-transition.~~
- 17 2. ~~Transition Setup expenses must not exceed a total of \$2,000 per eligible member. The~~
- 18 ~~Department may authorize additional funds above the \$2,000 limit, not to exceed a total~~
- 19 ~~value of \$2,500, when it is demonstrated as a necessary expense to ensure the health,~~
- 20 ~~safety, and welfare of the member.~~
- 21 3. ~~Transition Setup does not substitute services available under the Medicaid State Plan,~~
- 22 ~~other waiver services, or other resources.~~
- 23 4. ~~Transition Setup is not available for a transition to a living arrangement that is owned or~~
- 24 ~~leased by a waiver provider if the services offered as Transition Setup benefits are~~
- 25 ~~services furnished under the waiver.~~
- 26 5. ~~Transition Setup does not include payment for room and board.~~
- 27 6. ~~Transition Setup does not include rental or mortgage expenses, ongoing food costs,~~
- 28 ~~regular utility charges, or items that are intended for purely diversional, recreational, or~~
- 29 ~~entertainment purposes.~~
- 30 7. ~~Transition Setup is not available for a transition to a living arrangement that does not~~
- 31 ~~match or exceed HUD certification criteria.~~
- 32 8. ~~Transition Setup is not available when the person resides in a provider-owned or~~
- 33 ~~controlled setting.~~
- 34 9. ~~Transition Setup does not include appliances or items that are intended for purely~~
- 35 ~~diversional, recreational, or entertainment purposes (e.g. television or video equipment,~~
- 36 ~~cable or satellite service, computers or tablets).~~

#### 37 D. ~~PROVIDER STANDARDS~~

- 1 ~~1. A provider enrolled with Colorado Medicaid is eligible to provide Transition Setup~~  
2 ~~services if:~~
  - 3 ~~a. The provider is a legally constituted domestic or foreign business entity~~  
4 ~~registered with the Colorado Secretary of State Colorado and holding a~~  
5 ~~Certificate of Good Standing to do business in Colorado; and~~
  - 6 ~~b. The provider is legally responsible for overseeing the management and operation~~  
7 ~~of all programs conducted by the provider including ensuring that each aspect of~~  
8 ~~the agency's programs operates in compliance with all local, State, and federal~~  
9 ~~requirements, applicable laws, and regulations.~~
- 10 ~~2. The provider must conform to all general certification standards, conditions, and~~  
11 ~~processes established for the respective waiver(s) through which they are furnishing~~  
12 ~~services: HCBS-CMHS, EBD, BI, or CIH waivers in the Department's rule at Section~~  
13 ~~8.487; HCBS-DD waiver in the Department's rule at Section 8.500.9; HCBS-SLS waiver~~  
14 ~~in the Department's rule at Section 8.500.98; and~~
- 15 ~~3. In accord with 42 C.F.R Section 441.301(c)(1)(vi), providers of Transition Setup for the~~  
16 ~~individual, or those who have an interest in or are employed by the provider of Transition~~  
17 ~~Setup for the individual, must not provide case management, authorize services, or~~  
18 ~~develop the person-centered service plan, except when the State demonstrates that the~~  
19 ~~only willing and qualified entity to provide case management, authorize services, and/or~~  
20 ~~develop person-centered service plans in a geographic area also provides HCBS.~~
- 21 ~~4. The provider of Transition Setup services must conduct a criminal background check~~  
22 ~~through the Colorado Bureau of Investigation on any person seeking employment that~~  
23 ~~would involve direct contact with Medicaid members. The provider shall not employ or~~  
24 ~~contract with any person convicted of an offense that could pose a risk to the health,~~  
25 ~~safety, and welfare of members. All costs related to obtaining a criminal background~~  
26 ~~check shall be borne by the provider.~~
- 27 ~~5. The provider shall ensure the product or service to be delivered shall meet all applicable~~  
28 ~~manufacturer specifications, state and local building codes, and Uniform Federal~~  
29 ~~Accessibility Standards.~~

#### 30 ~~E. DOCUMENTATION~~

- 31 ~~1. The provider must maintain receipts for all services and/or items procured for the~~  
32 ~~member. These must be attached to the claim and noted on the Prior Authorization~~  
33 ~~Request.~~
- 34 ~~2. Providers must submit to the Case Management Agency the minimum documentation of~~  
35 ~~the transition process, which includes:~~
  - 36 ~~a. A Transition Services Referral Form,~~
  - 37 ~~b. Release of Information (confidentiality) Forms, and~~
  - 38 ~~c. A Transition Setup Authorization Request Form.~~
- 39 ~~3. The provider must furnish to the member a receipt for any services or durable goods~~  
40 ~~purchased on the member's behalf.~~

1 ~~F. REIMBURSEMENT~~

- 2 1. ~~Transition Setup coordination is reimbursed according to the number of units billed, with~~  
3 ~~one unit equal to 15 minutes of service. The maximum number of Transition Setup units~~  
4 ~~eligible for reimbursement is 40 units per eligible member.~~
- 5
- 6 2. ~~Transition Setup expenses must not exceed \$1,500 per eligible member. The~~  
7 ~~Department may authorize additional funds above the \$1,500 limit, up to \$2,000, when~~  
8 ~~the member demonstrates additional needs, and if the expense(s) would ensure the~~  
9 ~~member's health, safety and welfare.~~
- 10 3. ~~Payment for Transition Setup shall be the lower of the billed charges or the maximum~~  
11 ~~rate of reimbursement.~~
- 12 4. ~~Reimbursement shall be made only for items or services described in the Service plan~~  
13 ~~with an accompanying receipt.~~
- 14 5. ~~When Transition Setup is furnished to individuals returning to the community from an~~  
15 ~~institutional setting through enrollment in a waiver, the costs of such services are billable~~  
16 ~~when the person leaves the institutional setting and is enrolled in the waiver.~~

17 ~~8.553.7 HOME DELIVERED MEALS POST-HOSPITAL DISCHARGE~~

18 ~~A. INCLUSIONS~~

- 19 1. ~~Home Delivered Meals services include:~~
- 20 a. ~~Individualized nutritional counseling and developing an individualized Nutritional~~  
21 ~~Meal Plan, which specifies the member's nutritional needs, selected meal types,~~  
22 ~~and instructions for meal preparation and delivery; and~~
- 23 b. ~~Services to implement the individualized meal plan, including the member's~~  
24 ~~requirements for preparing and delivering the meals.~~
- 25 c. ~~The delivery of prepared nutritional meals.~~

26 ~~B. SERVICE REQUIREMENTS~~

- 27 1. ~~The member's Service Plan must specifically identify:~~
- 28 a. ~~The member's need for individualized nutritional counseling and development of~~  
29 ~~a Nutritional Meal Plan, which describes the member's nutritional needs and~~  
30 ~~selected meal types, and provides instructions for meal preparation and delivery;~~  
31 ~~and~~
- 32 b. ~~The member's specifications for preparation and delivery of meals, and any other~~  
33 ~~details necessary to effectively implement the individualized meal plan.~~
- 34 2. ~~The service must be provided in the home or community and in accordance with the~~  
35 ~~member's Service Plan. All Home Delivered Meal services shall be documented in the~~  
36 ~~Service Plan.~~

1 ~~3. Members may be approved for Home-Delivered Meals for no more than 30 days post~~  
 2 ~~qualifying hospital-discharge. Benefit may be accessed for no more than two 30-day~~  
 3 ~~periods during a member's certification period.~~

4 ~~4. Meals are to be delivered up to two meals per day, with a maximum of 14 meals~~  
 5 ~~delivered per week.~~

6 ~~5. Meals may include liquid, mechanical soft, or other medically necessary types.~~

7 ~~6. Meals may be ethnically or culturally tailored.~~

8 ~~7. Meals may be delivered hot, cold, frozen, or shelf-stable, depending on the member's or~~  
 9 ~~caregiver's ability to complete the preparation of, and properly store the meal.~~

10 ~~8. The provider shall confirm meal-delivery to ensure the member receives the meal in a~~  
 11 ~~timely fashion, and to determine whether the member is satisfied with the quality of the~~  
 12 ~~meal.~~

### 13 ~~C. LIMITATIONS AND EXCLUSIONS~~

14 ~~1. Home-Delivered Meals are not available when the member resides in a provider-owned~~  
 15 ~~or controlled setting.~~

16 ~~2. Delivery must not constitute a full nutritional regimen; and includes no more than two~~  
 17 ~~meals per day or 14 meals per week, for a maximum of 30 days.~~

18 ~~3. Items or services through which the member's need for Home-Delivered Meal services~~  
 19 ~~can otherwise be met, including any item or service available under the State Plan,~~  
 20 ~~applicable HCBS waiver, or other resources are excluded.~~

21 ~~4. Meals not identified in the Nutritional Meal Plan or any item outside of the meals not~~  
 22 ~~identified in the meal plan, such as additional food items or cooking appliances are~~  
 23 ~~excluded.~~

24 ~~5. Meal plans and meals provided are reimbursable when they benefit of the member, only.~~  
 25 ~~Services provided to someone other than the member are not reimbursable.~~

### 26 ~~D. PROVIDER STANDARDS~~

27 ~~1. A licensed provider enrolled with Colorado Medicaid to provide Home-Delivered Meal~~  
 28 ~~services must be a legally constituted domestic or foreign business entity registered with~~  
 29 ~~the Colorado Secretary of State Colorado and holding a Certificate of Good Standing to~~  
 30 ~~do business in Colorado.~~

31 ~~2. Must conform to all general certification standards, conditions, and processes established~~  
 32 ~~for the respective waiver(s) through which they are furnishing services: HCBS-CMHS,~~  
 33 ~~EBD, BI, or CIH waivers in the Department's rule at Section 8.487; HCBS-DD waiver in~~  
 34 ~~the Department's rule at Section 8.500.9; HCBS-SLS waiver in the Department's rule at~~  
 35 ~~Section 8.500.98.~~

36 ~~3. The provider shall have all licenses required by the State of Colorado Department of~~  
 37 ~~Public Health and Environment (CDPHE) for the performance of the service or support~~  
 38 ~~being provided, including necessary Retail Food License and Food Handling License for~~

1 staff; or be approved by Medicaid as a home-delivered meals provider in their home  
2 state.

3 ~~4. Must maintain a Registered Dietitian (RD) OR Registered Dietitian Nutritionist (RDN) on~~  
4 ~~staff or under contract.~~

5 ~~5. In accordance with 42 C.F.R Section 441.301(c)(1)(vi), providers of Home-Delivered~~  
6 ~~Meals for the individual, or those who have an interest in or are employed by the provider~~  
7 ~~of Home-Delivered Meals for the individual, must not provide case management or~~  
8 ~~develop the person-centered service plan, except when the State demonstrates that the~~  
9 ~~only willing and qualified entity to provide case management and/or develop person-~~  
10 ~~centered service plans in a geographic area also provides HCBS.~~

11 ~~6. The provider furnishing Home-Delivered Meals services must conduct a criminal~~  
12 ~~background check through the Colorado Bureau of Investigation on any person seeking~~  
13 ~~employment who would be tasked with furnishing Home-Delivered Meals services. The~~  
14 ~~provider shall not employ or contract with any person convicted of an offense that could~~  
15 ~~pose a risk to the health, safety, and welfare of members. All costs related to obtaining a~~  
16 ~~criminal background check shall be borne by the provider.~~

#### 17 ~~E. DOCUMENTATION~~

18 ~~1. The provider shall maintain documentation in accordance with Section 8.130 and shall~~  
19 ~~provide documentation to supervisor(s), program monitor(s) and auditor(s), and CDPHE~~  
20 ~~surveyor(s) upon request. Required documentation includes:~~

21 ~~a. Documentation pertaining to the provider agency, including employee files, claim~~  
22 ~~submission documents, program and financial records, insurance policies, and~~  
23 ~~licenses, including a Retail Food License and Food Handling License for Staff,~~  
24 ~~or, if otherwise applicable, documentation of compliance and good standing with~~  
25 ~~the City and County municipality in which this service is provided; and~~

26 ~~b. Documentation pertaining to services, including:~~

27 ~~i. A Signed authorization from appropriate licensed professional for dietary~~  
28 ~~restrictions or specific nutritional needs;~~

29 ~~ii. Member demographic information;~~

30 ~~iii. A Meal Delivery Schedule;~~

31 ~~iv. Documentation of special diet requirements;~~

32 ~~v. A determination of the type of meal to be provided (e.g. hot, cold, frozen,~~  
33 ~~shelf stable);~~

34 ~~vi. A record of the date(s) and place(s) of service delivery, including person~~  
35 ~~delivering the meal;~~

36 ~~vii. Monitoring and follow-up (contacting the member after meal deliver to~~  
37 ~~ensure the member is satisfied with the meal); and~~

38 ~~viii. Provision of nutrition counseling or documentation of member~~  
39 ~~declination.~~

1 ~~F. REIMBURSEMENT~~

2       1. ~~Home Delivered Meals services are reimbursed based on the number of units of service~~  
3         ~~provided, with one unit equal to one meal.~~

4       2. ~~Payment for Home Delivered Meals shall be the lower of the billed charges or the~~  
5         ~~maximum rate of reimbursement.~~

6       3. ~~Reimbursement is limited to services described in the Service Plan.~~

7

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