

1 **8.552 IN-HOME SUPPORT SERVICES**

2 **8.552.1 DEFINITIONS**

- 3 A. Attendant means a person who is directly employed by an In-Home Support Services
4 (IHSS) Agency to provide IHSS to a client and meets the qualifications as defined at 10
5 C.C.R 2505-10, § 8.552.6.K.
- 6 B. Authorized Representative (AR) means an individual designated by the client, or by the
7 parent or guardian of the client receiving services, if appropriate, who has the judgment
8 and ability to assist the client in acquiring and receiving services as defined in C.R.S.
9 Section 25.5-6-1202.
- 10 C. Care Plan means a written plan of care developed between the client or the client's
11 Authorized Representative, IHSS Agency and Case Management Agency that is
12 authorized by the Case Manager.
- 13 D. Case Manager means an individual employed by a Case Management Agency who is
14 qualified to perform the following case management activities: determination of an
15 individual client's functional eligibility for the Home and Community Based Services
16 (HCBS) waivers, development and implementation of an individualized and person-
17 centered care plan for the client, coordination and monitoring of HCBS waiver services
18 delivery, evaluation of service effectiveness, and the periodic reassessment of such
19 client's needs.
- 20 E. Extraordinary Care means a service which exceeds the range of care a Family Member
21 would ordinarily perform in a household on behalf of a person without a disability or
22 chronic illness of the same age, and which is necessary to assure the health and welfare
23 of the client and avoid institutionalization.
- 24 F. Family Member means any person related to the client by virtue of blood, marriage,
25 adoption, or common law.
- 26 G. Health Maintenance Activities means those routine and repetitive skilled health related
27 tasks, which are necessary for health and normal bodily functioning, that an individual
28 with a disability would carry out if they were physically able, or that would be carried out
29 by Family Members or friends if they were available. These activities include ~~any~~
30 ~~excluded Personal Care tasks as defined in 10 C.C.R 2505-10 § 8.489, as well as~~ skilled
31 tasks typically performed by a Certified Nursing Assistant (CNA) or licensed nurse that do
32 not require the clinical assessment and judgement of a licensed nurse.
- 33 H. Homemaker Services means general household activities provided in the home of an
34 eligible client to maintain a healthy and safe home environment for a client, when the
35 person ordinarily responsible for these activities is absent or unable to manage these
36 tasks.
- 37 I. Inappropriate Behavior means documented verbal, sexual or physical threats or abuse
38 committed by the client or Authorized Representative toward Attendants, Case
39 Managers, or the IHSS Agency.
- 40 J. Independent Living Core Services means services that advance and support the
41 independence of individuals with disabilities and to assist those individuals to live outside
42 of institutions. These services include but are not limited to: information and referral
43 services, independent living skills training, peer and cross-disability peer counseling,

- 1 individual and systems advocacy, transition services or diversion from nursing homes
2 and institutions to home and community-based living, or upon leaving secondary
3 education.
- 4 K. In-Home Support Services (IHSS) means services that are provided in the home and in
5 the community by an Attendant under the direction of the client or client's Authorized
6 Representative, including Health Maintenance Activities and support for activities of daily
7 living or instrumental activities of daily living, Personal Care services and Homemaker
8 services.
- 9 L. In-Home Support Services (IHSS) Agency means an agency that is certified by the
10 Colorado Department of Public Health and Environment, enrolled in the Medicaid
11 program and provides Independent Living Core Services.
- 12 M. Licensed Health Care Professional means a state-licensed health care professional, who
13 is at the minimum a Registered Nurse (RN), who contracts with or is employed by the
14 IHSS Agency.
- 15 NM. Licensed Medical Professional means the primary care provider of the client who
16 possess one of the following medical licenses: Physician (MD/DO), Physician Assistant
17 (PA) and Advanced Practicing Nurse (APN) as governed by the Colorado Medical
18 Practice Act and the Colorado Nurse Practice Act.
- 19 ON. Personal Care means services which are furnished to an eligible client in the client's
20 home to meet the client's physical, maintenance and supportive needs, when those
21 services are not skilled Personal Care, do not require the supervision of a nurse, and do
22 not require physician's orders.

23 **8.552.2 ELIGIBILITY**

- 24 8.552.2.A. To be eligible for IHSS a client shall meet the following criteria:
- 25 1. Be enrolled in a Medicaid program approved to offer IHSS.
- 26 2. Provide a signed Physician Attestation of Consumer Capacity form at enrollment
27 and following any change in condition stating that the client has sound judgment
28 and the ability to self-direct care. If the client is in unstable health with an
29 unpredictable progression or variation of disability or illness, the Physician
30 Attestation of Consumer Capacity form shall also include a recommendation
31 regarding whether additional supervision is necessary and if so, the amount and
32 scope of supervision requested.
- 33 3. If a client is required by the Physicians Attestation to have an Authorized
34 Representative or elects to have an Authorized Representative, the client must
35 delegate an Authorized Representative who has the judgment and ability to
36 assist the client in acquiring and using services, or
- 37 a. Obtain assistance from an IHSS Agency that is able and willing to support the
38 client as necessary to participate in IHSS.
- 39 8.552.2.B. IHSS eligibility for a client will end if:
- 40 1. The client is no longer enrolled in a Medicaid program approved to offer IHSS.

- 1 2. The client's medical condition deteriorates causing an unsafe situation for the
2 client or the Attendant as determined by the client's Licensed Medical
3 Professional.

- 4 3. The client refuses to designate an Authorized Representative or receive
5 assistance from an IHSS Agency when the client is unable to direct their own
6 care as documented by the client's Licensed Medical Professional on the
7 Physician Attestation of Consumer Capacity form.

- 8 4. The client provides false information or false records.

9 **8.552.3 IHSS-ALLOWABLE SERVICES**

10 8.552.3.A. Services are for the benefit of the client. Services for the benefit of other persons
11 are not reimbursable.

12 8.552.3.B. Services available for eligible adults:

- 13 1. Homemaker ~~as defined at 10 C.C.R. 2505-10, § 8.490~~
- 14 2. Personal Care ~~as defined at 10 C.C.R. 2505-10, § 8.489~~
- 15 3. Health Maintenance Activities

16 8.552.3.C. Services available for eligible children:

17 1. Health Maintenance Activities

18 a. If a child does not meet the criteria for health maintenance tasks as
19 outlined in Section 8.552.3.E.3., the child may be eligible to receive those
20 services as unskilled personal care through Section 8.535, Pediatric Personal
21 Care.

22 8.552.3.D. Service Defintions:

23 1. Homemaker

24 a. Routine light housekeeping such as: dusting, vacuuming, mopping, and
25 cleaning bathroom and kitchen areas

26 b. Meal preparation

27 c. Dishwashing

28 d. Bed making

29 e. Laundry

30 f. Shopping for necessary items to meet basic household needs

31 2. Personal Care:

32 a. Eating/feeding which includes assistance with eating by mouth using
33 common eating utensils such as forks, knives, and straws

- 1 b. Respiratory assistance with cleaning or changing oxygen equipment
2 tubes, filling the distilled water reservoir, and moving the cannula or
3 mask from the client's face
- 4 c. Skin care preventative in nature when skin is unbroken; including the
5 application of non-medicated/non-prescription lotions and/or sprays and
6 solutions, rubbing of reddened areas, and routine foot checks for people
7 with diabetes
- 8 d. Bladder/Bowel Care:
- 9 i) Assisting client to and from the bathroom
- 10 ii) Assistance with bed pans, urinals, and commodes
- 11 iii) Changing of incontinence clothing or pads
- 12 iv) Emptying Foley or suprapubic catheter bags only if there is no
13 disruption of the closed system
- 14 v) Emptying ostomy bags
- 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 of hair
- 20 v) Filing and soaking of nails
- 21 vi) Basic oral hygiene and denture care
- 22 f. Dressing assistance with ordinary clothing and the application of non-
23 prescription support stockings, braces and splits; or the application of
24 artificial limbs when the client is able to assist or direct.
- 25 g. Transferring a client when the client has sufficient balance and strength
26 to reliably stand, pivot and assist with the transfer to some extent.
27 Adaptive and safety equipment may be used in transfers, provided that
28 the client and attendant are fully trained in the use of the equipment and
29 the client or AR can direct the transfer.
- 30 h. Mobility when the client has the ability to balance and bear weight or
31 when the client is independent with an assistive device.
- 32 i. Positioning when the client is able to verbally or non-verbally identify
33 when the position needs to be changed including simple alignment in a
34 bed, wheelchair or other furniture
- 35 j. Medication Reminders when- medications have been preselected by the
36 client, a family member, a nurse or a pharmacist and are stored in

1 containers other than the prescription bottles, such as medication
2 mindes, and;

3 i) Medication minders must be clearly marked as to the day and
4 time of dosage and must be kept in a way as to prevent
5 tampering

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

11 k. Cleaning and basic maintenance of durable medical equipment

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

15 m. Accompanying includes going with the client, as necessary on the care
16 plan, to medical appointments, and errands such as banking and
17 household shopping. Accompanying the client to provide one or more
18 personal care services as needed during the trip. Attendant may assist
19 with communication, documentation, verbal prompting and/or hands on
20 assistance when the task cannot be completed with the support of the
21 attendant. Companionship is not a benefit of IHSS.

22 3. Health Maintenance Activities:

23 a. Skin care performed when the skin is broken or a chronic skin condition
24 is active and could potentially cause infection, and the client is unable to
25 apply product independently due to illness, injury or disability. May
26 include wound care, dressing changes, application of prescription
27 medicine, and foot care for people with diabetes when prescribed by a
28 licensed medical professional

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

32 i) Client is unable to complete task independently;

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

35 iii) Client has open wound(s) or stoma(s) on the head.

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

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

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

- 1 ii) In the presence of communicable disease;
- 2 iii) The client is unconscious;
- 3 iv) Oral suctioning is required.
- 4 e. Shaving performed when health maintenance level skin care is required
5 in conjunction with the shaving, or:
- 6 i) The client has a medical condition involving peripheral circulatory
7 problems;
- 8 ii) The client has a medical condition involving loss of sensation;
- 9 iii) The client has an illness or takes medications that are
10 associated with a high risk for bleeding;
- 11 iv) The client has broken skin at/near shaving site or a chronic
12 active skin condition.
- 13 f. Dressing performed when health maintenance level skin care or
14 transfers are required in conjunction with the dressing, or:
- 15 i) The client is unable to assist or direct care;
- 16 ii) Assistance with the application of prescribed anti-embolic or
17 pressure stockings is required;
- 18 ii) Assistance with the application of prescribed orthopedic devices
19 such as splints, braces, or artificial limbs is required.
- 20 g. Feeding is considered a health maintenance task when the client
21 requires health maintenance level skin care or dressing in conjunction
22 with the task, or:
- 23 i) Oral suctioning is needed on a stand-by or intermittent basis;
- 24 ii) The client is on a prescribed modified texture diet;
- 25 iii) The client has a physiological or neurogenic chewing or
26 swallowing problem;
- 27 iv) Syringe feeding or feeding using adaptive utensils is required;
- 28 v) Oral feeding when the client is unable to communicate verbally,
29 non-verbally or through other means
- 30 h. Exercise prescribed by a Licensed Medical Professional or licensed the
31 rapist (PT, OT, SLP) including passive range of motion. The order must
32 include specific exercises; frequency, duration, and intensity of
33 exercises; and outline the expected benefit and outcome.
- 34 i. Transferring a client when they are not able to perform transfers
35 independently due to fragility of illness, injury or disability, or:

- 1 i) the client lacks the strength and stability to stand, maintain
- 2 balance or bear weight reliably; and
- 3 ii) the client has not been deemed independent with adaptive
- 4 equipment or assistive devices ordered by a qualified licensed
- 5 medical professional;
- 6 iii) the use of a mechanical lift is needed.
- 7 j. Bowel care performed when health maintenance level skin care or
- 8 transfers are required in conjunction with the bowel care, or:
- 9 i) The client is unable to assist or direct care;
- 10 ii) Administration of a bowel program as ordered by the client's
- 11 licensed medical professional including digital stimulation,
- 12 enemas, or suppositories;
- 13 iii) Care of a colostomy or ileostomy that includes emptying and
- 14 changing the ostomy bag and application of prescribed skin care
- 15 products at the site of the ostomy
- 16 k. Bladder care performed when health maintenance level skin care or
- 17 transfers are required in conjunction with the bladder care, or:
- 18 i) The client is unable to assist or direct care;
- 19 ii) Care of external, Foley and Suprapubic catheters;
- 20 iii) Changing from a leg to a bed bag and cleaning of tubing and
- 21 bags as well as perineal care;
- 22 l. Medical management required by a 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) Respiratory equipment

n. Bathing is considered a health maintenance task when the client is unable to assist or direct care; or health maintenance level skin care, transfers or dressing are required in conjunction with bathing.

o. Medication Assistance may include setup, handling and administering prescribed medications.

p. Accompanying includes going with the client, as necessary on the care plan, to medical appointments, and errands such as banking and household shopping. Accompanying the client to provide one or more health maintenance tasks as needed during the trip. Attendant may assist with communication, documentation, verbal prompting and/or hands on assistance when the task cannot be completed without the support of the attendant. Does not include companionship.

q. Mobility is considered a health maintenance task when health maintenance level skin care or transfers are required in conjunction with the mobility, or:

i) the client is unable to assist or direct care;

ii) when hands on assistance is required for safe ambulation and the client is unable to maintain balance or to bear weight reliably due to illness, injury, or disability, or

iii) the client has not been deemed independent with adaptive equipment or assistive devices ordered by a qualified licensed medical professional

r. Positioning performed when health maintenance level skin care is required in conjunction with positioning and when the client is not able to assist or direct care.

8.552.4 CLIENT AND AUTHORIZED REPRESENTATIVE PARTICIPATION AND SELF-DIRECTION

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

1. Present a person(s) of their own choosing to the IHSS Agency as a potential Attendant. The client must have adequate Attendants to assure compliance with all tasks in the Care Plan.
2. Train Attendant(s) to meet their needs.
3. Dismiss Attendants who are not meeting their needs.
4. Schedule, manage, and supervise Attendants with the support of the IHSS Agency.
5. Determine, in conjunction with the IHSS Agency, the level of in-home supervision as recommended by the client's Licensed Medical Professional.
6. Transition to alternative service delivery options at any time. The Case Manager shall coordinate the transition and referral process.

- 1 7. Communicate with the IHSS Agency and Case Manager to ensure safe, accurate
2 and effective delivery of services.
- 3 8. Request a reassessment, as described at 10 C.C.R. 2505-10, § 8.393.2.D, if
4 level of care or service needs have changed.
- 5 8.552.4.B. An Authorized Representative is not allowed to be reimbursed for IHSS
6 Attendant services for the client they represent.
- 7 8.552.4.C. If the client is required to or elects to have an Authorized Representative, the
8 Authorized Representative shall meet the requirements:
- 9 1. Must be at least 18 years of age.
- 10 2. Must have known the client for at least two years. For children under the age of
11 two, the Authorized Representative must have known the child for the duration of
12 their life.
- 13 3. Has not been convicted of any crime involving exploitation, abuse, neglect, or
14 assault on another person.
- 15 8.552.4.D. The Authorized Representative must attest to the above requirement on the
16 Authorized Representative Designation for In-Home Support Services (IHSS)
17 form.
- 18 8.552.4.E. IHSS clients who personally require an Authorized Representative may not serve
19 as an Authorized Representative for another IHSS client.
- 20 8.552.4.F. The client and their Authorized Representative must adhere to IHSS Agency
21 policies and procedures.

22 **8.552.5 IHSS AGENCY ELIGIBILITY**

- 23 8.552.5.A. The IHSS Agency must be a licensed home care agency and shall conform to all
24 requirements set forth per their licensure, in addition to requirements outlined at
25 10 C.C.R. 2505-10, § 8.487.
- 26 8.552.5.B. The provider agreement for an IHSS Agency may be terminated, denied, or non-
27 renewed pursuant to 10 C.C.R. 2505-10, § 8.076.5.
- 28 8.552.5.C. IHSS Agency Administrators as defined at 6 CCR 1011-1, Chapter 26, Section
29 3.17 shall satisfactorily complete the Department authorized training on IHSS
30 rules and regulations prior to Medicaid 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
33 following:
- 34 1. Independent Living Core Services
- 35 a. An IHSS Agency must provide a list of the full scope of Independent
36 Core Living Services provided by the agency to each client on an annual
37 basis. The IHSS Agency must keep a record of each client's choice to
38 utilize or refuse these services, and document services provided.

- 1 2. Attendant training, oversight and supervision by a licensed health care
2 professional employed by the IHSS who is at minimum a Registered Nurse (RN).
- 3 3. The IHSS agency shall provide 24-hour back-up service for scheduled visits to
4 clients at any time an Attendant is not available. At the time the Care Plan is
5 developed the IHSS Agency shall ensure that adequate staffing is available.
6 Staffing must include backup Attendants to ensure necessary services will be
7 provided in accordance with the Care Plan.
- 8 8.552.6.B. The IHSS Agency shall adhere to the following:
- 9 1. If the IHSS Agency admits clients with needs that require care or services to be
10 delivered at specific times or parts of day, the IHSS Agency shall ensure qualified
11 staff in sufficient quantity are employed by the agency or have other effective
12 back-up plans to ensure the needs of the client are met.
- 13 2. The IHSS Agency shall only accept clients for care or services based on a
14 reasonable assurance that the needs of the client can be met adequately by the
15 IHSS Agency in the individual's temporary or permanent home or place of
16 residence.
- 17 a. There shall be documentation in the Care Plan or client record of the
18 agreed upon days and times of services to be provided based upon the
19 client's needs that is updated at least annually.
- 20 3. If an IHSS Agency receives a referral of a client who requires care or services
21 that are not available at the time of referral, the IHSS Agency shall advise the
22 client or their Authorized Representative and the Case Manager of that fact.
- 23 a. The IHSS Agency shall only admit the client if the client or their
24 Authorized Representative and Case Manager agree the recommended
25 services can be 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
29 philosophy, policies and procedures of IHSS and information concerning client
30 rights and responsibilities.
- 31 5. The IHSS Agency will keep written service notes documenting the services
32 provided at each visit.
- 33 8.552.6.C. The IHSS Agency is the legal employer of a client's Attendants and must adhere
34 to all requirements of federal and state law, and to the rules, regulations, and
35 practices as prescribed by The Department.
- 36 8.552.6.D. The IHSS Agency shall assist all clients in interviewing and selecting an
37 Attendant when requested, and maintain documentation of the IHSS Agency's
38 assistance and/or the client's refusal of such assistance.
- 39 8.552.6.E. The IHSS Agency will complete an intake assessment following referral from the
40 Case Manager. The IHSS Agency will develop a Care Plan in coordination with
41 the Case Manager and client. Any proposed services outlined in the Care Plan
42 that may result in an increase in authorized services and units must be submitted

1 to the Case Manager for review. The Care Plan must be approved prior to start of
2 services.

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

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

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

19 8.552.6.G. The IHSS Agency shall either contract with or employ a state-licensed health
20 care professional, who is at the minimum a Registered Nurse (RN). The IHSS
21 Agency's licensed health care professional is responsible for the following
22 activities:

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

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

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

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

35 5. Investigate complaints and critical incidents within ten (10) calendar days as
36 defined in 10 C.C.R 2505-10 § 8.487.15.

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

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

41 8. Provide in-home supervision for the client as recommended by their Licensed
42 Medical Professional, as agreed upon by the client or their Authorized
43 Representative.

- 1 8.552.6.H. At the time of enrollment and following any change of condition, the IHSS Agency
2 will review recommendations for supervision listed on the Physician Attestation of
3 Consumer Capacity form. This review of recommendations shall be documented
4 by the IHSS Agency in the client record.
- 5 1. The IHSS Agency shall collaborate with the client or client's Authorized
6 Representative to determine the level of supervision provided by the IHSS
7 Agency's licensed health care professional beyond the requirements set forth at
8 C.R.S. Section 25.5-6-1203.
- 9 2. The client may decline recommendations for in-home supervision by a licensed
10 health care professional. The IHSS Agency must document this choice in the
11 client record and notify the Case Manager. The IHSS Agency and their licensed
12 health care professional, Case Manager, and client or their Authorized
13 Representative shall discuss alternative service delivery options and the
14 appropriateness of continued participation in IHSS.
- 15 8.552.6.I. The IHSS Agency shall assure and document that all Attendants have received
16 basic training in the delivery of IHSS prior to the start of services. Attendant
17 training shall include:
- 18 1. Development of interpersonal skills focused on addressing the needs of persons
19 with disabilities.
- 20 2. Overview of IHSS as a service-delivery option of consumer direction.
- 21 3. Instruction on basic first aid administration.
- 22 4. Instruction on safety and emergency procedures.
- 23 5. Instruction on infection control techniques, including universal precautions.
- 24 6. Mandatory reporting procedures.
- 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 18 years of age and demonstrate competency in caring for the
29 client to the satisfaction of the client or Authorized Representative.
- 30 2. May be a Family Member subject to the reimbursement and service limitations in
31 10 C.C.R. 2505-10, Section 8.552.8.
- 32 3. Must be able to perform the assigned tasks on the Care Plan.
- 33 4. Shall not, in exercising their duties as an IHSS Attendant, represent themselves
34 to the public as a licensed nurse, a certified nurse's aide, a licensed practical or
35 professional nurse, a registered nurse or a registered professional nurse as
36 defined in C.R.S. Section 25.5-6-1203.
- 37 5. Shall not have had their license as a nurse or certified nurse aide suspended or
38 revoked or their application for such license or certification denied.

1 8.552.6.L. The IHSS Agency shall provide functional skills training to assist clients and their
 2 Authorized Representatives in developing skills and resources to maximize their
 3 independent living and personal management of health care.

4 **8.552.7 CASE MANAGEMENT AGENCY RESPONSIBILITIES**

5 8.552.7.A. The Case Manager shall provide information and resources about IHSS to
 6 eligible clients, including a list of IHSS Agencies in their service area and an introduction
 7 to the benefits and characteristics of participant-directed programs.

8 8.552.7.B. The Case Manager will initiate a referral to the IHSS Agency of the client or
 9 Authorized Representative's choice, including an outline of approved services as
 10 determined by the Case Manager's most recent assessment. The referral must include
 11 the Physician Attestation, assessment information, and other pertinent documentation to
 12 support the development of the Care Plan.

13 8.552.7.C. The Case Manager must ensure that the following forms are completed prior to
 14 the approval of the Care Plan or start of services:

- 15 1. The Physician Attestation of Consumer Capacity form shall be completed upon
 16 enrollment and following any change in condition.
- 17 2. If the client requires an Authorized Representative, the Authorized
 18 Representative Designation for In-Home Support Services (IHSS) form or In-
 19 Home Support Services (IHSS) Client and Provider Agency Responsibilities form
 20 must be completed.

21 8.552.7.D. Upon the receipt of the Care Plan, the Case Manager shall:

- 22 1. Review the Care Plan in a timely manner to ensure there is no disruption or delay
 23 in the start of services.
- 24 2. Ensure all required information is in the client's Care Plan and that services are
 25 appropriate given the client's medical or functional condition. If needed, request
 26 additional information from the client, their Authorized Representative, the IHSS
 27 Agency, or Licensed Medical Professional regarding services requested.
- 28 3. Review the Care Plan to ensure there is delineation for all services to be
 29 provided; including frequency, scope, and duration.
- 30 4. Review the Licensed Medical Professional's recommendation for in-home
 31 supervision as requested on the Physician Attestation of Consumer Capacity
 32 form. The Case Manager will document the status of recommendations and
 33 provide resources for services outside the scope of the client's eligible benefits.
- 34 5. Collaborate with the client or their Authorized Representative and the IHSS
 35 Agency to establish a start date for services. The Case Manager shall
 36 discontinue any services that are duplicative with IHSS.
- 37 6. Authorize cost-effective and non-duplicative services via the prior authorization
 38 request (PAR). Provide a copy of the PAR to the IHSS Agency in accordance
 39 with procedures established by The Department prior to the start of IHSS
 40 services.

- 1 7. Work collaboratively with the IHSS Agency, client, and their Authorized
2 Representative to mediate Care Plan disputes following The Department's
3 prescribed process.
- 4 a. Case Manager will complete the Notice Services Status (LTC-803)
5 and provide the client or the Authorized Representative with the reasons
6 for denial of requested service frequency or duration, information about
7 the client's rights to fair hearing, and appeal procedures.
- 8 8.552.7.E. The Case Manager shall ensure cost-effectiveness and non-duplication of
9 services by:
- 10 1. Documenting the discontinuation of previously authorized agency-based care,
11 including Homemaker, Personal Care, and long-term home health services that
12 are being replaced by IHSS.
- 13 2. Documenting and justifying any need for additional in-home services including
14 but not limited to acute or long-term home health services, hospice, traditional
15 HCBS services, and private duty nursing.
- 16 a. A client may receive services from multiple Attendants or agencies if
17 appropriate for the client's level of care and documented service needs.
- 18 3. Ensuring the client's record includes documentation to substantiate all Health
19 Maintenance Activities on the Care Plan, and requesting additional information
20 as needed.
- 21 4. Coordinating transitions from a hospital, nursing facility, or other agency to IHSS.
22 Assisting client with transitions from IHSS to alternate services if appropriate.
- 23 5. Collaborating with the client or their Authorized Representative and the IHSS
24 Agency in the event of any change in condition. The Case Manager shall request
25 an updated Physician Attestation of Consumer Capacity form. The Case
26 Manager may revise the Care Plan as appropriate given the client's condition
27 and functioning.
- 28 6. Completing a reassessment if requested by the client as described at 10 C.C.R.
29 2505-10, § 8.393.2.D., if level of care or service needs have changed.
- 30 8.552.7.F. The Case Manager shall not authorize more than one consumer-directed
31 program on the client's prior authorization request (PAR).
- 32 8.552.7.G. The Case Manager shall participate in training and consultative opportunities with
33 The Department's Consumer-Directed Training & Operations contractor.
- 34 8.552.7.H. Additional requirements for Case Managers:
- 35 1. Contact the client or Authorized Representative once a month during the first
36 three months of receiving IHSS to assess their IHSS management, their
37 satisfaction with Attendants, and the quality of services received.
- 38 2. Contact the client or Authorized Representative quarterly, after the first three
39 months of receiving IHSS, to assess their implementation of Care Plans, IHSS
40 management, quality of care, IHSS expenditures and general satisfaction.

- 1 3. Contact the client or Authorized Representative when a change in Authorized
2 Representative occurs, and continue contact once a month for three months after
3 the change takes place.
- 4 4. Contact the IHSS Agency semi-annually to review the Care Plan, services
5 provided by the agency, and supervision provided. The Case Manager must
6 document and keep record of the following:
- 7 a. IHSS Care Plans;
- 8 b. In-home supervision needs as recommended by the Physician;
- 9 c. Independent Living Core Services offered and provided by the IHSS
10 Agency; and
- 11 d. Additional supports provided to the client by the IHSS Agency.
- 12 8.552.7.I. Start of Services
- 13 1. Services may begin only after the requirements defined at 10 C.C.R. 2505-10, §
14 8.552.2, 8.552.6.E., 8.552.6.I., and 8.552.7.C. have been met.
- 15 2. The Case Manager shall establish a service period and submit a prior
16 authorization request (PAR), providing a copy to the IHSS Agency prior to the
17 start of services.
- 18 **8.552.8 REIMBURSEMENT AND SERVICE LIMITATIONS**
- 19 8.552.8.A. IHSS services must be documented on an approved IHSS Care Plan and prior
20 authorized before any services are rendered. The IHSS Care Plan and prior authorization
21 request (PAR) must be submitted and approved by the Case Manager and received by
22 the IHSS Agency prior to services being rendered. Services rendered in advance of
23 approval and receipt of these documents are not reimbursable.
- 24 8.552.8.B. IHSS Personal Care services must comply with the rules for reimbursement set
25 forth at 10 C.C.R. 2505-10 § 8.489.50. IHSS Homemaker services must comply with the
26 rules for reimbursement set forth at 10 C.C.R. 2505-10 § 8.490.5.
- 27 8.552.8.C. Family Members are authorized to provide only Personal Care services or Health
28 Maintenance Activities for eligible adults and Health Maintenance Activities for eligible
29 children.
- 30 8.552.8.D. Services rendered by an Attendant who shares living space with the client or
31 Family Members are reimbursable only when there is a determination by the Case
32 Manager, made prior to the services being rendered, that the services meet the definition
33 of Extraordinary Care.
- 34 8.552.8.E. Family Members shall not be reimbursed for more than forty (40) hours of
35 Personal Care services in a seven (7) day period.
- 36 8.552.8.F. Health Maintenance Activities may include related Personal Care and
37 Homemaker services if such tasks are completed during the Health Maintenance visit
38 and are secondary and contiguous to the Health Maintenance Activity.

1 8.552.8.G. Restrictions on allowable Personal Care units shall not apply to parents who
 2 provide Attendant services to their eligible adult children under In-Home Support Services
 3 as set forth at 10 C.C.R. 2505-10 § Section 8.485.204.D.

4 8.552.8.H. The IHSS Agency shall not submit claims for services missing documentation of
 5 the services rendered, for services which are not on the Care Plan, or for services which
 6 are not on an approved PAR. The IHSS Agency shall not submit claims for more time or
 7 units than were required to render the service regardless of whether more time or units
 8 were prior authorized. Reimbursement for claims for such services is not allowable.

9 8.522.8.I. The IHSS Agency shall request a reallocation of previously authorized service
 10 units for 24-hour back-up care prior to submission of a claim.

11 8.552.8.J. Services by an Authorized Representative to represent the client are not
 12 reimbursable. IHSS services performed by an Authorized Representative for the client
 13 that they represent are not reimbursable.

14 8.552.8.K. An IHSS Agency shall not be reimbursed for more than 24 hours of IHSS service
 15 in one day by an Attendant for one or more clients collectively.

16 8.552.8.L. A client cannot receive IHSS and Consumer Directed Attendant Support Services
 17 (CDASS) at the same time.

18 8.552.8.M. Independent Living Core Services, attendant training, and oversight or
 19 supervision provided by the IHSS Agency's licensed health care professional are not
 20 separately reimbursable. No additional compensation is allowable for IHSS Agencies for
 21 providing these services.

22 8.552.8.N. Travel time shall not be reimbursed.

23 **8.552.9 DISCONTINUATION AND TERMINATION OF IN-HOME SUPPORT SERVICES**

24 8.552.9.A. A client may elect to discontinue IHSS or use an alternate service-delivery option
 25 at any time.

26 8.552.9.B A client may be discontinued from IHSS when equivalent care in the community
 27 has been secured.

28 8.552.9.C. The Case Manager may terminate a client's participation in IHSS for the following
 29 reasons:

- 30 1. The client or their Authorized Representative fails to comply with IHSS program
 31 requirements as defined in 10 C.C.R. 2505-10 § 8.552.4, or
- 32 2. A client no longer meets program criteria, or
- 33 3. The client provides false information, false records, or is convicted of fraud, or
- 34 4. The client or their Authorized Representative exhibits Inappropriate Behavior and
 35 The Department has determined that the IHSS Agency has made adequate
 36 attempts at dispute resolution and dispute resolution has failed.

37 a. The IHSS Agency and Case Manager are required to assist the client
 38 or their Authorized Representative to resolve the Inappropriate Behavior

1 and to document all attempts to resolve the Inappropriate Behavior prior
2 to notice of termination.

3 8.552.9.D. When an IHSS Agency discontinues services, the agency shall give the client
4 and the client's Authorized Representative written notice of at least 30 days. Notice shall
5 be provided in person, by certified mail or another verifiable-receipt service. Notice shall
6 be considered given when it is documented that the client or Authorized Representative
7 has received the notice. The notice shall provide the reason for discontinuation. A copy of
8 the 30-day notice shall be given to the Case Management Agency.

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

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

15 8.552.9.E. If continued services are needed with another agency, the current IHSS Agency
16 shall collaborate with the Case Manager and client or their Authorized Representative to
17 facilitate a smooth transition between agencies. The IHSS Agency shall document due
18 diligence in ensuring continuity of care upon discharge as necessary to protect the
19 client's safety and welfare.

20 8.552.9.F. In the event of discontinuation or termination from IHSS, the Case Manager shall:

21 1. Complete the Notice Services Status (LTC-803) and provide the client or the
22 Authorized Representative with the reasons for termination, information about the
23 client's rights to fair hearing, and appeal procedures. Once notice has been
24 given, the client or Authorized Representative may contact the Case Manager for
25 assistance in obtaining other home care services or additional benefits if needed.
26