

**KANSAS DEPARTMENT ON AGING  
FIELD SERVICES MANUAL**

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### **3.6 Senior Care Act**

#### **3.6.1 Program Description and Outcomes**

The Senior Care Act (SCA) program was established by the Kansas Legislature to assist older Kansans who have functional limitations in self-care and independent living, but who are able to reside in a community based residence if some services are provided. The program provides in-home services to persons who contribute to the cost of services based on their ability to pay.

The SCA program shall be measured by the following Kansas Department for Aging and Disability Services (KDADS) strategic plan outcomes:

- Assessments capture a picture of the customer’s needs;
- Informal caregivers are appropriately supported in their caregiving role;
- Services provided across the continuum meet senior’s expectations of quality;
- Case management provides a cost-effective means to coordinate services;
- Area agencies on aging (AAAs) target services to the identified populations;
- Seniors live in their family homes later into the life cycle;
- Seniors remain a part of the larger community, thereby enhancing their quality of life; and
- Transition to nursing home services occurs later in the life cycle.

#### **3.6.2 Authorities (as amended)**

The program is governed by KSA 75-5926 et seq. and KAR 26-8-1 through 26-8-15.

#### **3.6.3 Definitions (KAR 26-8-1)**

**Family** – See Section 1.1 for a definition of family.

**Income** - means the monthly sum of income received by a family from the following sources:

- a. Gross wages or salary;
- b. income from self-employment;
- c. social security;
- d. dividends, interest, income from estate or trusts, rental income, or royalties;
- e. public assistance or welfare payment;
- f. pensions and annuities;
- g. unemployment compensation;
- h. workers compensation;
- i. alimony;
- j. veteran's pensions; and
- k. adjusted net farm income.

**3.6.3 (cont.)**

**Liquid Assets** - means cash on hand; funds in checking, savings, money market, and individual retirement accounts; stocks; bonds; savings bonds; certificates of deposit; the cash value of life insurance policies; and mutual funds.

**One-time service** - means an activity that is not intended to be ongoing (less than three months per 365 days) and has a unit of service of one dollar.

**3.6.4 Eligibility Criteria (KAR 26-8-2)**

A. General

1. Each customer must be a resident of Kansas (see Section 1.1 for a definition of Kansas resident); and
2. Each customer must be 60 years of age or older.

B. Functional

To be eligible for SCA services, the customer must meet the **Long Term Care Threshold criteria**, based on the results of the Long Term Care (LTC) Threshold Guide of the Uniform Assessment Instrument (UAI) as follows:

1. The customer has impairment in a minimum of two (2) Activities of Daily Living (ADLs) with a minimum combined weight of six (6); and impairment in a minimum of three (3) Instrumental Activities of Daily Living (IADLs) with a minimum combined weight of nine (9); and a total minimum level of care weight of 26; or
2. The customer has a total minimum weight of 26, with at least 12 of the 26 being IADL points and the remaining 14 being any combination of IADL, ADL, and/or Risk Factor points.

C. Customers that receive only an assessment are not subject to the functional eligibility criteria in B.

D. Medicaid home and community based services customers shall be eligible to receive only SCA services that are not funded through the Medicaid program.

**3.6.5 Service Provision**

- A. Prior to service implementation, an assessment must be completed and the customer must be determined eligible for the program pursuant to Section 2.6.

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**3.6.5 (cont.)**

- B. Qualified Uniform Assessment Instrument (UAI) Assessors shall adhere to the requirements in Section 2.6.
- C. Case managers (CMs) shall adhere to all responsibilities as identified in Section 3.1.
- D. A comprehensive list of services funded by the SCA program is listed in the Service Taxonomy.
- E. Services must begin within seven (7) calendar days of the determination of eligibility (date of assessment). The customer's case file must clearly document the reason(s) for any exception to this timeframe. The following consist of acceptable reasons why a customer's services are not delivered within the seven (7) calendar days.
  - 1. Service provider limitations- While AAAs are expected to do their best to ensure that service providers are available for the services funded in their service area, provider availability cannot be guaranteed.
  - 2. Resource limitations- SCA services may be limited by the amount of state and local resources (KSA 75-5928(c)).
  - 3. The customer requests that services be delayed for seven (7) or more days.
- F. Customer Fees
  - 1. The SCA program is a fee-for-service program. Each customer shall be charged a fee, which is taken from the sliding fee scale and based on the customer's family size, monthly income, and liquid assets, which are recorded on the Uniform Assessment Instrument. (See Section 1.1 for a definition of family.)
  - 2. The customer's fee shall be revised if the monthly income and/or liquid assets have changed as determined during the customer's annual reassessment or an assessment completed due to significant change in condition. (See Section 1.1 for a definition of significant change in condition.)
  - 3. The Notice of Action shall reflect customer fee percentage and estimated monthly customer responsibility.
  - 4. The sliding fee scale is revised annually to reflect changes in the poverty scale. KDADS will publish revisions to the sliding fee scale in the Kansas Register prior to its implementation.
  - 5. The customer's fee shall not include case management or assessment.

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**3.6.5.F (cont.)**

- 6. If a customer refuses to disclose his or her income and liquid assets, then that customer shall pay 100% of the cost of the service (KAR 26-8-7).

**G. Available Service Providers**

A customer is eligible for SCA services until such time as service providers or other resources are unavailable to implement all services on the plan of care. It is the responsibility of the CM to identify and locate service providers and/or community resources.

**H. Interruption of Services**

SCA services, with the exception of Personal Emergency Response service, shall be suspended during a short-term stay (planned brief stay or temporary stay) using an NOA (See FSM 1.3.5). If the end date is not known at the time of the initial NOA, a second NOA must be sent to reinstate services. The SCA case shall remain open for case management services and payment of Personal Emergency Response and Financial Management Services for a period no longer than two calendar months following the month in which services were suspended (e.g. if a short-term stay began on July 3<sup>rd</sup>, the case could remain open until September 30<sup>th</sup>).

**3.6.6 Self-Directed Attendant Care and Homemaker Services**

**A. Self-Directed Services Description**

Attendant care and homemaker services provide supervision and/or physical assistance with Instrumental Activities of Daily Living (IADLs) and Activities of Daily Living (ADLs) for individuals who are unable to perform one or more activities independently. Attendant care and homemaker services may be provided in the individual's choice of housing, including temporary arrangements.

<b>IADLs</b>	<b>ADLs</b>	
<ul style="list-style-type: none"><li>• Shopping</li><li>• House cleaning</li><li>• Meal preparation</li><li>• Laundry</li><li>• Medication setup, cueing, or reminding and treatments</li><li>• Life management (financial matters, i.e., bill paying)</li></ul>	<ul style="list-style-type: none"><li>• Bathing</li><li>• Grooming</li><li>• Dressing</li><li>• Toileting</li></ul>	<ul style="list-style-type: none"><li>• Transferring</li><li>• Walking/Mobility</li><li>• Eating</li><li>• Accompanying to obtain necessary medical services</li></ul>

**HEALTH MAINTENANCE ACTIVITIES**

- Monitoring vital signs
- Supervision and/or training of nursing procedures
- Ostomy care
- Catheter care
- Enteral nutrition
- Wound care
- Range of motion
- Reporting changes in functions or condition
- Medication administration and assistance

Customers or their representatives are given the option to self-direct their attendant care/homemaker services. The customer’s representative may be an individual acting on behalf of the customer, an activated durable power of attorney for health care decisions, a guardian, and/or conservator. If the customer or representative chooses to self-direct attendant care or homemaker services, he or she is responsible for making choices about those services, including hiring, supervising, and terminating the employment of attendants or homemakers; understanding the impact of those choices; and assuming responsibility for the results of those choices. Self-directed attendants/homemakers are subject to the same quality assurance standards as other attendant care and homemaker service providers including, but not limited to, completion of the tasks identified on the Customer Service Worksheet (CSW).

According to KSA 65-1124(1), a customer who chooses to self-direct their care is not required to have their attendant care supervised by a nurse. Furthermore, KSA 65-6201(d) states that Health Maintenance Activities can be provided “. . . if such activities in the opinion of the attending physician or licensed professional nurse may be performed by the individual if the individual were physically capable, and the procedure may be safely performed in the home.” Health Maintenance Activities and Medication Setup must be authorized, in writing, by a medical care provider or registered nurse.

**B. Self-Directed Care Limitations**

1. All customers with self-directed services will have mandated case management.
2. All customers with self-directed services must have a CSW, and it must be signed by the customer or his/her representative.
3. Attendants must be 18 years of age or older.
4. A customer who has a guardian and/or conservator cannot choose to self-direct his or her attendant care or homemaker services; however, a guardian and/or conservator can make that choice on the customer’s behalf.
5. While a family member may be paid to provide attendant care or homemaker services, a customer’s spouse shall not be paid to provide these services unless one of

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the following criterion from KAR 30-5-307 is met and prior approval is received from the KDADS SCA program manager:

- a. Three SCA provider agencies, or the number of SCA providers in the customer's county of residence, furnish written documentation that the customer's residence is so remote or rural that SCA services are otherwise completely unavailable;
  - b. Two health care professionals, including the attending physician, furnish written documentation that the customer's health, safety, or social well-being, would be jeopardized; (Note- documentation must contain how or in what way the customer's health, well-being, safety, or social well-being would be jeopardized);
  - c. Three SCA providers, or the number of SCA providers in the customer's county of residence, furnish written documentation that delivery of SCA services to the customer poses serious health or safety issues for the provider, thereby rendering SCA services otherwise unavailable; or
  - d. The attending physician furnishes written documentation that, due to the advancement of chronic disease, the customer's means of communication can be understood only by the spouse.
6. The CM and the customer or their representative will use discretion in determining if the selected attendant/homemaker can perform the needed services.
  7. Covered services are limited as defined within the approved Plan of Care (POC).
  8. Transportation is not covered with this service.
  9. More than one attendant will not be paid for services at any given time of the day; the only exception is when justification is documented on the CSW and case log by the CM for a two-person lift or transfer.

**C. Self-Directed Care Requirements**

1. A guardian, a conservator, a person authorized as an activated durable power of attorney (DPOA) for healthcare decisions, or an individual acting on behalf of a customer cannot choose himself or herself as the customer's paid attendant or homemaker. If the designation of the appointed representative is withdrawn, the individual may become the customer's paid attendant/homemaker after the next annual review or a significant change in the customer's needs occurs prompting a reassessment.
2. SCA services, with the exception of personal emergency response monitoring, cannot be paid while the customer is hospitalized, in a nursing home, or other situation when the customer is not available to receive services.

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D. Termination of the Self Directed Care Option

1. The following situations warrant termination of the self-directed care option if it is documented that the CM has attempted to remedy the situation and has involved the customer's payroll agent (FMS provider), as needed:
  - a. If the customer does not fulfill the responsibilities and functions as outlined in Section 3.6.6.E;
  - b. If the health and welfare needs of the customer are not met as observed by the CM or confirmed by the Kansas Department for Children and Families (DCF) Adult Protective Services (APS);
  - c. If the attendant or homemaker has not adequately performed the necessary tasks and procedures. For attendant care services, this would include not following the CSW;
  - d. If the customer/representative, attendant or homemaker has abused or misused the self-directed care option, such as, but not limited to the following:
    - i. The customer/representative has directed the attendant or homemaker to provide, and the attendant or homemaker has in fact provided paid attendant care or homemaker services beyond the scope of the CSW and/or POC;
    - ii. The customer/representative has continually directed the attendant or homemaker to provide care and services beyond the limitations of their training, or the health maintenance activities training was provided to the attendant or homemaker in a manner that will have an adverse effect on the health and welfare of the customer.
    - iii. The customer/representative has directed the worker to provide, and the worker has in fact provided, tasks and procedures beyond the scope of their authorized services; or
    - iv. The customer/representative has submitted time sheets for services beyond the scope of the CSW and/or POC.
  - e. If the customer, family member, or other person present in the household committed a Level I Safety Offense as specified in Section 3.1.11 and did not comply with the action plan to correct the problem.
2. The following warrant termination of the self-directed care option without the requirement to document an attempt to remedy:



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- a. The customer has falsified records that result in claims for services not rendered;
  - b. The customer has Health Maintenance Activities or Medication Setup and the customer's medical care provider or RN (Registered Nurse) no longer authorizes the customer to self-direct these services; or
  - c. The customer has committed a fraudulent act.
  - d. The customer refused to sign the "Customer Code of Conduct" as required in FSM 3.1.11.B.
  - e. The customer, family member, or other person present in the household committed a Level II Safety Offense as specified in Section 3.1.11.
3. A timely notice of action (NOA) shall be sent to the customer prior to the effective date for termination of the customer's participation in the Self-Directed Care Option (see Section 1.3 for a definition of Timely NOA).

**E. Customer Responsibilities under the Self-Directed Care Option**

As the employer of the attendant or homemaker, there are numerous functions of the Self-Directed Attendant Care or Homemaker Services Option that must be performed by the customer/representative. The customer/representative is responsible for the activities listed below:

1. Recruit attendants or homemakers and backup workers;
2. Select an attendant or homemaker, assign hours within the limits of the service authorization, and refer him or her to a payroll agent for registration;
3. Obtain a completed Physician/RN Statement that has been signed by a medical care provider or registered nurse if the customer has health maintenance activities or medication setup provided through Attendant Care Services. (Note- the CM must ensure that the Physician/RN Statement is completed in its entirety and received prior to implementing health maintenance activities or medication setup.);
4. Collect basic information in order to establish the attendant's/homemaker's files with respect to the identity of the attendant/worker (i.e., name, address, phone number, etc.) and background (i.e., past work history and any relevant training) in the form of an application for employment;
5. Maintain continuous attendant or homemaker coverage in accordance with the authorization for services. This includes assigning backup during vacation, sick leave or other absences of the assigned attendant/homemaker and notifying the CM of these changes;

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6. Notify the attendant/homemaker and appropriate CM staff of any changes in their medical condition, eligibility, or needs that affect the provision of services, such as hospitalization, nursing facility placement, or need for more or less hours of service;
7. Provide training to each attendant or homemaker on the general duties and the specific tasks and procedures to be performed. Such training, however, does not qualify the attendant or homemaker to serve any other customer;
8. Transmit information to the attendant(s)/homemaker(s) in regards to pay, time and leave schedules, and time sheets;
9. Maintain separate time sheets on each attendant/homemaker providing services for the customer, monitor the hours attendants and homemakers work so that they do not exceed the amount authorized, verify hours worked, and forward the time sheets to the payroll agent;
10. Monitor the attendant/homemaker to ensure he or she has performed the necessary services;
11. Dismiss the attendant/homemaker if he or she is not performing the tasks assigned according to the CSW;
12. Dismiss the attendant/homemaker if needed;
13. Notify the CM or AAA and the payroll agent if there is a desire to discontinue the option to self-direct; and
14. Customers/representatives who choose to discontinue self-directing their services are requested to give ten (10) days notice of their decision to the CM to allow for the coordination of service provision.

**3.6.7 Service Limitations**

- A. Funds for purchase of service provided under the SCA shall be expended only when other sources of support for service provision are not available. The funds shall not replace Medicaid, Older Americans Act, community services block grant, Medicare, Veterans Administration (VA) benefits, and other state or federal funding sources that may be used to pay for needed services (KSA 75-5929(b)). Long-term care insurance shall also pay for services prior to SCA.
- B. The maximum monthly expenditure for services per customer shall be \$1,445. This amount shall not include expenditures for assessment, case management, and any one-time service (KAR 26-8-7).

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- C. The maximum expenditure for one time services is \$1,445 unless the expenditure is prior approved by KDADS.
1. Prior approval of each one-time service over \$1,445 must be obtained from the KDADS SCA Program Manager.
    - a. Prior approval requests must be submitted by secure and/or encrypted e-mail from the AAA SCA Program Manager or AAA Director. Include “SCA One-Time Service Request” in the e-mail subject line for identification of priority need.
      1. Format of email must include the following:
        - i. Customer name, DOB and KAMIS ID number
        - ii. One-time service requested (correct Service Taxonomy code referenced)
        - iii. Provider name(s)
        - iv. Cost of one-time service
        - v. Is any portion or cost covered by Medicare or other programs?
        - vi. Specifically list other resources explored.
        - vii. Description of unmet need
        - viii. Upon request, price quotes from up to three vendors may be required
  2. Notification of KDADS approval/denial will be provided by e-mail within 72 hours of receipt from the fully completed request excluding weekend days and holidays.

**3.6.8 Compliance Standards**

A. Confidentiality

The AAA shall develop and maintain policies and procedures to implement the Health Insurance Portability and Accountability Act of 1996 and KAR 26-1-7, which protect the confidentiality of and guard against the unauthorized disclosure of information about individuals obtained through assessments and provision of services.

B. Record Retention

1. The AAA must maintain files that include the following written documentation: intakes, assessments, signed customer fee agreements, releases of information, records of services provided, reason for discharge, and other pertinent information.
2. Records must be maintained for a period of no less than five (5) years following the termination date of the contract.

C. Customer and Provider Notification

1. Prior to implementation of services and annually, the CM must review and discuss with the customer the Customer Service Worksheet (CSW), the Rights and

Responsibilities form (SS-12), the Customer Fee Agreement (SS-11), and a Customer Choice Form (SS-24). The customer must date and sign the Customer Fee Agreement and the Customer Choice Form. The CM must document discussion of form review in the case file.

2. AAAs must obtain approval in writing from KDADS prior to any additions or alterations to any program forms.
3. The AAA must follow the notification and appeals process as outlined in Section 1 of this manual.

**D. Billing**

1. Customers shall be billed at least quarterly.
2. The AAA must determine whether the customer has other sources of payment, i.e., long-term care insurance or VA benefits. If the customer does have another payment source(s), the AAA must inform the customer that a claim must be filed for the maximum benefit allowed from that source(s) to off-set any SCA funds expended.
3. All long-term care insurance or other available proceeds or benefits shall be deducted from the amount billed to KDADS for services provided.

**3.6.9 Program Administration**

**A. SCA Budget Requirements**

1. Any SCA budget or revised budget submitted must not exceed 18% in the category of "Administration." The 18% calculation shall be derived by dividing the SCA Budget Summary Page "Administration" line item by the "Total Cost" line item.
2. Any SCA budget or revised budget submitted must not exceed 18% in the category of "Case Management." The 18% calculation shall be derived by dividing the SCA Budget Summary Page "Case Management" line item by the "Total Cost" line item.
3. Any AAA with a reported waitlist may not reallocate SCA funds to other AAAs unless SCA funds reallocated are used by receiving AAAs in the areas of Attendant Care and Homemaker services.

**3.6.10 Service Discharge**

- A. Services provided under this act shall be terminated by the AAA for any of the following reasons (KAR 26-8-8 and other discharge options); numbering in this section corresponds to data entry codes in state designated MIS: some codes are reserved and not available for use:

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2. The customer died;
  3. The customer moved out of the planning service area;
  4. Customer moved to adult living facility with supportive services;
  5. Customer moved to nursing facility;
  6. The customer chose to terminate services (includes moving out of state);
  7. The customer is determined to be no longer safe in his or her own home;
  9. The customer's fees have not been paid, and 60 days have passed since the original billing date;
  10. The customer did not accurately report his or her income and liquid assets and chooses not to pay his or her applicable fees or no longer meets financial eligibility;
  11. The customer no longer meets functional eligibility;
  13. The program or service ended or was terminated;
  14. The service was provided one time;
  15. The service was discontinued due to lack of service provider or staff;
  21. The customer is a PACE participant.
  25. The customer's whereabouts is unknown; or
- B. At the discretion of the AAA, services provided under this act may be terminated for any of the following reasons (Note - A referral to more skilled or comprehensive services may be required) numbering in this section corresponds to data entry codes in state designated MIS: some codes are reserved and not available for use:
7. The customer's needs exceed service limitations;
  20. The customer and/or the customer's family substantially interfere with the provider's ability to deliver services, including refusing service and interfering with completion of work; this is used if the possibility exists that the customer or the customer's family is physically or verbally harming the worker or where violence has been previously noted; this reason for discharge can also be used when a customer or a member of the customer's family makes sexual advances, demonstrates sexually

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inappropriate behavior, uses sexually inappropriate language in the presence of staff, or any combination of such actions;

21. The customer transferred to another funding source for services;
23. The customer failed to sign or abide by the POC or CSW; or
29. The customer's condition improved and therefore services were discontinued, or fewer units are needed;
35. The customer's family or an informal support will provide this service;