

**KANSAS DEPARTMENT ON AGING  
FIELD SERVICES MANUAL**

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## 1.1 General Definitions

These are generic definitions. There may be slight variances across programs. Please consult program requirements and service definitions for further clarification.

**Accrual Basis of Accounting:** An accounting method in which revenues and expenses are identified with specific periods of time, such as a month or year, and are recorded when they are earned or incurred without regard to the date of receipt or payment of cash; distinguished from cash basis, modified cash basis, and modified accrual basis.

**Activities of Daily Living (ADLs):** Personal functional activities required by an individual for continued well-being and essential for health and safety which consist of eating, bathing, dressing, toileting, transfer, and mobility.

**Adequate Proportion:** A minimum proportion of Title III-B funds allocated to each area agency on aging (AAA) and designated by the State to carry out services associated with access services, in-home services, and legal assistance.

**Administrative Requirements:** The general practices that are common to the administration of grants, such as financial accountability, reporting, equipment management, and retention of records.

**Adult Care Home:** Any nursing facility, nursing facility for mental health, intermediate care facility for the mentally retarded, assisted living facility, residential health care facility, home plus, boarding care home, and adult day care facility, all of which classifications of adult care homes are required to be licensed by the Secretary of Aging (KSA 39-923 as amended).

**Adult Day Care:** Any place or facility operating less than 24 hours a day caring for individuals not related within the third degree of relationship to the operator or owner by blood or marriage and who, due to functional impairment need supervision of or assistance with activities of daily living (KAR 39-923).

**Advance Payment:** A payment made to a recipient either upon its request before cash disbursements are made by the recipient or through the use of predetermined payment schedules.

**Allocable Cost:** A cost that is allocable to a particular cost objective (i.e. specific function, grant project, service, department, or other activity) in accordance with relative benefits received. A cost is allocable to a federal award where it is treated consistently with other costs incurred for the same purpose in like circumstances and (1) is incurred specifically for the award; (2) benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) is necessary for the overall operation of the organization.

**Allowable Cost:** A cost incurred by a recipient that meets all of the following requirements:

1. Reasonable for the performance of the award;
2. Allocable;

3. In conformance with any limitations or exclusions set forth in the federal cost principles applicable to the organization incurring the cost or in the Notification of Grant Award (NGA) as to the type or amount of cost;
4. Consistent with regulations, policies, and procedures of the recipient that are applied uniformly to both federally supported and other activities of the organization;
5. Accorded consistent treatment as a direct or indirect cost;
6. Determined in accordance with generally accepted accounting principles; and
7. Cost is not included in any other federally supported award (unless specifically authorized by statute).

**Approved Budget:** The financial expenditure plan for a grant-supported project, program, or activity, including revisions approved by the Kansas Department on Aging (KDOA). The approved budget consists of grant funds and recipient participation in the form of matching and non-matching funds. Expenditures under an approved budget that consists of both federal and non-federal shares are deemed to be borne by the recipient in the same proportion as the percentage of federal/non-federal participation in the approved budget.

**Area Agency on Aging (AAA):** The agency or organization within a planning and service area (PSA) that has been designated by the Secretary to develop, implement and administer a plan for the delivery of a comprehensive and coordinated system of services to older persons in the PSA. If AAA is used in conjunction with CME (AAA/CME), it denotes policy that relates to all programs.

**Area Plan:** The document developed by each AAA which describes the comprehensive and coordinated system of services to be provided to older persons in a PSA.

**Assisted Living Facility:** Any place or facility caring for six or more individuals not related within the third degree of relationship to the administrator, operator or owner by blood or marriage and who, by choice or due to functional impairments, may need personal care and may need supervised nursing care to compensate for activities of daily living limitations and in which the place or facility includes apartments for residents and provides or coordinates a range of services including personal care or supervised nursing care available 24 hours a day, seven days a week for the support of resident independence. The provision of skilled nursing procedures to a resident in an assisted living facility is not prohibited by this act. Generally, the skilled services provided in an assisted living facility shall be provided on an intermittent or limited term basis, or if limited in scope, a regular basis (KSA 39-923 as amended). Assisted Living Facilities have kitchenettes and private baths in each apartment.

**Audit Resolution:** The process of resolving audit findings, including those related to management and systems deficiencies and monetary findings (i.e., questioned costs).

**Award:** The document that obligates funds to a recipient to carry out an approved program or project (based on an approved application or progress report). The term, when used as a noun, is sometimes used interchangeably with “grant.”

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**Boarding Care Home:** Any place or facility operating 24 hours a day, seven days a week, caring for not more than 10 individuals not related within the third degree of relationship to the operator or owner by blood or marriage and who, due to functional impairment, need supervision of activities of daily living but who are ambulatory and essentially capable of managing their own care and affairs (KSA 39-923 as amended).

**Budget Category:** A grouping of services under Title III-B Access, In-Home, and Community, or Title III-E Services or a line item under Titles III C(1), C(2), D, and E, excluding Supplemental Services. Senior Care Act line items are Attendant Care, Homemaker, and Case Management; the remaining services are categorized under "Other."

**Budget Periods:** The intervals of time (usually 12 months each) into which a project period is divided for budgetary and funding purposes. Funding of individual budget periods sometimes is referred to as "incremental funding."

**Capital Outlay:** An article of tangible non-expendable real or personal property that has a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

**Caregiver:** An adult family member, or another individual 18 or older, who is an informal provider of in-home and community care to another individual.

**Carryover:** See "Unearned OAA Funds."

**Case Management Entity (CME):** An entity or organization enrolled with the Medicaid fiscal agent to provide targeted case management services. If AAA is used in conjunction with CME (AAA/CME), it denotes policy that relates to all programs.

**Cash Basis of Accounting:** An accounting method in which revenue and expenses are recorded on the books of account when received and paid, respectively, without regard to the period in which they are earned or incurred; distinguished from accrual basis, modified accrual basis, and modified cash basis.

**Cash Contribution:** The recipient's cash outlay, including the outlay of money contributed to the recipient by third parties.

**Cash on Hand:** The amount of actual federal and state cash received to date from the awarding agency, less the cumulative amount of federal and state fund disbursements as of the reporting period end date.

**Client Assessment, Referral and Evaluation (CARE):** Kansas state law requires that "each individual prior to admission to a nursing facility as a resident of the facility shall receive assessment and referral services." To achieve this, the 1994 Kansas Legislature created the CARE (Client Assessment, Referral and Evaluation) program "for data collection and individual

assessment and referral to community-based services and appropriate placement in nursing facilities."

**Client Assessment, Referral and Evaluation (CARE) Level I Assessment Form:** The assessment tool completed on all individuals seeking placement in a Medicaid certified nursing facility. The assessment explains community-based alternatives, and collects data regarding unmet service needs. A CARE assessor trained by KDOA must complete the assessment.

**Comprehensive and Coordinated Service Delivery System:** A system for providing all necessary supportive service including nutrition services in a manner which:

1. Facilitates accessibility to, and utilization of, all supportive services and nutrition services provided within the geographic area served by such system by any public or private agency or organization; and
2. Develops and makes the most effective and efficient use of supportive services and nutrition services in meeting the needs of older persons.

**Conservator:** An individual or corporation appointed by a court whose duties are to manage the assets and obligations on behalf of the person (KSA 59-3051et seq. as amended).

**Consultant:** An individual who provides professional advice or services for a fee, but normally not as an employee of the engaging party. The term "consultant" also includes a firm that provides paid professional advice or services.

**Contract:** A promise or set of promises for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty.

**Contract Under a Grant:** A written agreement between a recipient and a third party to acquire commercial goods or services.

**Contractor:** One who is a party to a contract.

**Contribution:** Money or vision card units that are given by a customer, to pay for a portion of or total cost of service(s) received, to a provider that receives direct or indirect funds from KDOA.

**Cost Center:** Administrative categories of expenditures, including Personnel, Travel, Capital Outlay, Other Equipment, and Contractual.

**Cost sharing:** Any situation in which the recipient shares in the costs of a project other than as statutorily required matching. This includes situations in which contributions are voluntarily proposed by an applicant and accepted by KDOA by inclusion in the approved budget as shown in the NGA. Cost sharing must apply to certain services and be implemented statewide. (See Older Americans Act (OAA) Section 315(a) and FSM Section 3.6.5.F)

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**Customer:** Any individual that requests or receives services, information, or assistance from KDOA, its contractors, or grantees.

**Department:** The Kansas Department on Aging (KDOA), created by KSA 75-5903 et seq., as amended.

**Digital Signature:** A type of electronic signature consisting of a transformation of an electronic message using an asymmetric crypto system such that a person having the initial message and the signer's public key can accurately determine whether 1) the transformation was created using the private key that corresponds to the signer's public key; and 2) the initial message has not been altered since the transformation was made.

**Direct Costs:** Costs that can be identified specifically with a particular sponsored project, an instructional activity, or any other institutional activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

**Disability:** An incapacity attributable to mental or physical impairment, or a combination of mental and physical impairments, that result in substantial functional limitations in one or more of the following areas of major life activity:

1. Self care;
2. Receptive and expressive language;
3. Learning;
4. Mobility;
5. Self-direction;
6. Capacity for independent living;
7. Economic self-sufficiency;
8. Cognitive functioning; or
9. Emotional adjustment.

This definition shall not apply to the phrases: severe disability, developmental disabilities, physical or mental disability, physical and mental disabilities, or physical disabilities.

**Disbursements:** The sum of actual cash payments for direct charges for goods and services, the amount of indirect expenses charged to the award, and the amount of cash advances and payments made to subgrantees and contractors.

**Donation:** Money, or real or personal property given by a non-participant to a provider that is receiving direct or indirect funds from KDOA.

**Durable Power of Attorney:** A written document which states the document is a durable power of attorney and states, in substance, that the authority of the agent does **not** terminate in the event the principal becomes disabled, or in the event of later uncertainty as to whether the principal is dead or alive, and which complies with KSA 58-651 and KSA 58-652(a), as amended. (See "Power of Attorney" and "Durable Power of Attorney for Health Care Decisions.")

**Durable Power of Attorney for Health Care Decisions:** A written advance health care directive authorizing the named agent or agents to make health care decisions for the signer. This document contains the words “this power of attorney for health care decisions shall become effective upon the disability or incapacity of the principal” or words showing similar intent. The directive remains in force even if the signer becomes incapacitated. (KSA 58-632 as amended) (See “Power of Attorney” and “Durable Power of Attorney.”)

**Electronic Signature:** An electronic sound, symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

**End-stage Illness:** In a physician’s clinical judgment, an individual with any end-stage illness has six or less months to live. This judgment should be substantiated by a well-documented disease diagnosis and deteriorating clinical course.

**Entity Identification Number:** The 9-character Internal Revenue Service tax identification number (TIN) for organizations.

**Equipment:** Tangible, nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. The definition is applicable to all programs funded by or through KDOA.

**Expenditures or Outlays:** The charges made to the federal or state-sponsored project or program reported on an accrual basis.

**Family:** One or more adults and any minor children related by blood or law and residing in the same household. Emancipated minors and children living under the care of individuals not legally responsible for that care shall be considered one-person families. Where adults, other than spouses, reside together, each will be considered a separate family.

**Final Financial Report:** A contractor or grantee-prepared document that contains an accurate and complete disclosure of the financial results of the contract, grant, subcontract, or subgrant.

**Fiscal Agent:** The agency with whom Kansas Health Policy Authority (KHPA) contracts to process all Medicaid provider claims for payment.

**Functional Eligibility:** A measurement of an individual’s abilities, or level of assistance needed, to complete important self-care activities. Generally, this takes into consideration a person's ability to complete their Activities of Daily Living (ADLs), Instrumental Activities of Daily Living (IADLs), Cognition, and Risk Factors. The measurement is established using a thorough assessment process and is used to determine the need and eligibility for a variety of services and programs.

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**Grant:** A financial assistance support mechanism providing money, property or other direct assistance in lieu of money, or both, to an eligible entity to carry out an approved project or activity in support of a public purpose and not the direct benefit of the government.

**Grantee:** Any legal entity to which a grant is awarded and which is accountable to KDOA for the use of the funds received. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant.

**Grantor:** The Kansas Department on Aging or other entity that awards a grant.

**Grant-supported Project or Activity:** Those activities specified or described in an application or in a subsequent submission that are approved by KDOA for funding, regardless of whether federal or state funding constitutes all or only a portion of the financial support necessary to carry them out.

**Greatest Economic Need:** The need resulting from an income level at or below the poverty threshold established by the U.S. Department of Health and Human Services.

**Greatest Social Need:** The need caused by non-economic factors, which include physical and mental disabilities; language barriers; and cultural, social, or geographical isolation, including isolation caused by racial or ethnic status that 1) restricts the ability of an individual to perform normal daily tasks, or 2) threatens the capacity of the individual to live independently.

**Grievance:** A complaint, either written or oral, by an individual denied OAA services or expressing dissatisfaction with OAA service delivery or the quality of care.

**Guardian:** An individual or corporation appointed by the court to act on behalf of the individual and to provide for their care, treatment, habilitation, education, support and maintenance. For a guardian to be appointed, the court must find that the ward (the person for whom a guardian is appointed) is an adult person whose ability to receive and evaluate relevant information, or to effectively communicate decisions, is impaired such that the person lacks the capacity to meet essential requirements for such person's physical health, safety, or welfare (KSA 59-3051(a) and (e) and KSA 59-3075, as amended).

**Home and Community Based Services/Frail Elderly (HCBS/FE):** The HCBS/FE Waiver Program is an exception to the Medicaid State Plan that allows the State to provide home and community based services to customers who are at risk of entering a nursing facility.

**Home Health Services:** Any of the following services provided at the residence of the customer on a full-time, part-time or intermittent basis: Nursing, physical therapy, speech therapy, nutritional or dietetic counseling, occupational therapy, respiratory therapy, home health aide, attendant care services or medical social service (KSA 65-5101 (c) as amended).

**Home Plus:** Any residence or facility caring for not more than eight individuals not related within the third degree of relationship to the operator or owner by blood or marriage unless the

resident in need of care is approved for placement by the Secretary of the Department of Social and Rehabilitation Services, and who, due to functional impairment, needs personal care and may need supervised nursing care to compensate for activities of daily living limitations. The level of care provided residents shall be determined by preparation of the staff and rules and regulations developed by KDOA (KSA 39-923 as amended).

**Indian Tribal Organization:** The recognized governing body of any Indian tribe, or any legally established organization of Indians which is controlled, sanctioned, or chartered by the governing body of an Indian tribe.

**Indirect Costs:** Costs that are incurred by a grantee for common or joint objectives and cannot be identified specifically with a particular project or program. These costs are also known as “facilities and administrative costs.”

**Instrumental Activities of Daily Living (IADLs):** Medical and/or functional aspects of daily living which would lead to significant health and safety risk unless services are provided, which consist of meal preparation, shopping, medication monitoring/treatments, laundry/housekeeping, money management, telephone, and transportation.

**Kansas Aging Management Information System (KAMIS):** The official electronic repository of data about KDOA's customers and the services they receive. KAMIS data includes the community-based services planned and provided to customers who do not enter nursing facilities. This customer-based data is used by KDOA and service providers to coordinate activity, reimburse providers for services rendered, and manage Aging programs.

**Kansas Resident:** An individual who resides in, rents, or owns property in Kansas (KSA 75-5928(a) as amended).

**Level of Care:** A measurement of the functional needs of the customer, as determined through an assessment or reassessment, based on impairment, in ADLs, IADLs, Cognition, and Risk Factors.

**Licensed Health Professional:** A physician, physician assistant, nurse practitioner, professional nurse, practical nurse, or social worker, functioning in accordance with the practice parameters for that profession.

**Local Government:** Any county, city, township, school district, or other political subdivision of the state, or any agency, bureau, office, or department thereof; or any Indian tribal organization. The term does not include institutions of higher education and hospitals.

**Long Term Care Threshold:** Means the level of care criteria, as established by the state and approved in the waiver to the Medicaid State Plan for HCBS/FE to determine eligibility for Medicaid Long Term Care Programs, which include the Nursing Facility program, HCBS/FE, and PACE. It is also utilized for certain services provided through the Senior Care Act program.

**Maintenance of Effort (MOE):** A federal Title III requirement established for non-federal expenditures. If non-federal expenditures for Title III programs spent for both services and administration are less than the three previous fiscal year average, the state's allotments for supportive and nutrition services under Title III will be reduced by a percentage equal to the percentage by which the state reduces its expenditures.

**Match:** Refers to a statutorily specified percentage of non-federal participation in allowable program or project costs that must be contributed by a recipient in order to earn federal or state funding, or a not-to-exceed percentage of federal participation.

**Medical Care Provider:** Means a physician, a physician assistant (PA), or an advanced registered nurse practitioner (ARNP).

**Modified Accrual Basis of Accounting:** Revenues are recognized in the period in which they become available and measurable, and expenditures are recognized at the time a liability is incurred pursuant to appropriation authority.

**Modified Cash Basis of Accounting:** May be the same as the modified accrual basis of accounting, or may be an accounting system under which revenues are recognized on a cash basis and expenditures are recognized on an accrual basis.

**Monitoring:** A process in which a grant's programmatic performance and business management performance are assessed by reviewing information gathered from various required reports, audits, site visits, and other sources.

**Multipurpose Senior Center:** A community facility for the organization and provision of a broad spectrum of services for older persons including health, mental health, social, nutritional, educational services and recreational activities.

**Non-Federal Share:** That portion of allowable project costs not borne by the federal government.

**Notice of Action (NOA):** Written notification to a customer, provider, or other authorized person of an action taken or to be taken.

**Notification of Grant Award (NGA):** The document that KDOA issues to the grantee, awarding financial assistance for the purchase of services and specifying the terms of the grant.

**Obligation:** The amounts of orders placed, contracts and subawards, goods and services received, and similar transactions during the grant period that will require payment during the same budget period or within 75 days following the last day of the project period.

**Older Americans Act (OAA):** The Act, passed in 1965, was the first federal program to focus on community-based services for older persons. The OAA is a federal formula grant program with specific services and activities for persons aged 60 and older. The OAA approach is based

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on service provision, rather than on income support or vouchers. The OAA operates on a contribution basis. The OAA provides assistance through grants to state and AAAs for development and delivery of a coordinated system for persons 60 and older. Persons under the age of 60 may be eligible for specific services under the Act.

**Planning and Service Area (PSA):** A geographic area of the state designated by KDOA for the purpose of planning, development, delivery and overall administration of services under an area plan.

**Power of Attorney:** A written document whereby one person, as principal, gives legal authority to another to act as agent and perform certain specified acts or kinds of acts on behalf of the principal. The document may be effective immediately when executed or at a specified future date or upon the occurrence of a specified condition. The agent is attorney in fact whose power is revoked on the date of termination specified in the document or on the date when the agent acquires actual knowledge of the death of the principal or that the authority granted in the document has been suspended, modified, or terminated. Such power may be either general (full) or special (limited). Agents must keep records of receipts, disbursements, and transactions and may not commingle the principal's funds or assets with their own (KSA 58-650 et seq., as amended). (See "Durable Power of Attorney" and "Durable Power of Attorney for Health Care Decisions.")

**Prior Approval:** Written consent or issuance of an award by KDOA in response to a written request from the grantee to incur costs or take other action that requires such approval. If the costs or other actions are specifically identified in an application, approval of the application and issuance of an award based thereon constitutes such authorization.

**Program for All-Inclusive Care for the Elderly (PACE):** PACE integrates medical and long term care services for the frail elderly. Enrollees must be at least 55 years old, live in the catchment area of the PACE program, and be assessed to meet the eligible level of care established in the Medicaid State Plan. The goal of PACE is to maximize each enrollee's autonomy and continued residence in the community and to provide quality care at a lower cost to Medicare and Medicaid relative to their payments in the traditional system.

**Program Income:** Gross income earned by a grantee or contractor that is directly generated by the project, program, or activity, or earned as a result of the award during the project period. Voluntary contributions received from customers who wish to contribute to the cost of the service is a form of program income. Interest earned on advances of federal funds is not program income.

**Program or Project Costs:** The total allowable costs incurred by a grantee (and the value of third party in-kind contributions) in accomplishing the objectives of the award during the project period.

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**Project Period:** The total time for which support of a project has been programmatically approved. A project may be approved for a multi-year period, but generally is funded in annual increments known as “budget periods.”

**Reasonable Cost:** A cost whose nature or amount does not exceed that which would be incurred by a prudent person under the circumstances prevailing when the decision was made to incur the cost.

**Recipient:** The organization that receives a grant or contract from KDOA and is responsible and accountable for the use of the funds provided and for the performance of the grant or contract-supported project or activity. The recipient is the entire legal entity even if a particular component is designated in the NGA or contract.

**Redesignation:** A change in the geographic boundaries of a PSA or selection of an entity as a AAA that is different from the area previously designated for a particular PSA.

**Reimbursement:** A payment made to a grantee or contractor upon its request after it makes cash disbursements.

**Residential Health Care Facility:** Any place or facility caring for six or more individuals not related within the third degree of relationship to the administrator, operator or owner by blood or marriage and who, by choice or due to functional impairments, may need personal care and may need supervised nursing care to compensate for activities of daily living limitations and in which the place or facility includes individual living units and provides or coordinates personal care or supervised nursing care available on a 24 hour, seven day a week basis for the support of resident independence. The provision of skilled nursing procedures to a resident in a residential health care facility is not prohibited by this act. Generally, the skilled services provided in a residential health care facility shall be provided on an intermittent or limited term basis, or if limited in scope, a regular basis (KSA 39-923 as amended). Residential Health Care apartments do not have kitchenettes and may have shared bathing units.

**Risk Factor:** Factors that put an individual’s health and welfare at risk to include: falls; neglect, abuse, and/or exploitation experienced; lack of informal support; and behavior.

**Senior Care Act Program (SCA):** Provides in-home services to customers age 60 or older that meet the functional need criteria. Services vary by county and are limited by budget constraints. The customer’s co-pay is established on a sliding fee scale based on the customer’s liquid assets and federal poverty guidelines. The customer’s co-pay may be up to 100% of the cost of services.

**Service Category:** A line item or a group of line items. Under Title III-B, the grouped categories are Access, In-Home, Legal, and Other. Under Title III-E, the grouped category is Supplemental Services. The remaining Title III-B, III-E, and all Title III-C and III-D services are individual line items.

**Significant Change In Condition in Relation to Community Based Services and the Uniform Assessment Instrument Process:** A change in the customer's status that impacts the scoring of two (2) or more ADLs, IADLs, and/or Risk Factors including cognition, and results in a change to the plan of care. For Senior Care Act, this may also include a change in family status.

**Subaward:** Financial assistance in the form of money or property in lieu of money provided under an award by a grantee to an eligible subrecipient (or by an eligible subrecipient to a lower-tier subrecipient). The term includes financial assistance when provided by any legal agreement even if the agreement is called a contract, but does not include procurement of goods or services.

**Subgrantee:** Any legal entity to which a subgrant is awarded and that is accountable to the grantee for the use of the grant funds.

**Subrecipient:** An entity that receives a subaward from a grantee or another subrecipient under an award of financial assistance and is accountable to the grantee or other subrecipient for the use of the federal and state funds provided by the subaward.

**Terms and Conditions of Award:** All legal requirements imposed on a grant by KDOA, whether based on federal or state statute, regulation, policy, or other document referenced in the NGA, or specified by the NGA itself. In addition to general terms and conditions, the NGA may include other conditions that are considered necessary to attain the award's objectives, facilitate post-award administration, conserve grant funds, or otherwise protect the federal and state governments' interests.

**Third-party:** A party involved in the program or project, including volunteers, that is not a principal party to the grant or contract. Board members and staff, regardless of their duty status, are not considered third-party.

**Third party In-kind Contributions:** The value of non-cash contributions provided by non-Federal third parties. Third party in-kind contributions may be in the form of real property, equipment, supplies and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the project or program.

**Total Program or Project Costs:** The total allowable costs (both direct and indirect) incurred by the grantee to carry out a grant-supported project or activity. Total project or program costs include costs charged to the award and costs borne by the grantee to satisfy a matching requirement.

**Unallowable Cost:** A cost specified by law or regulation, federal cost principles, or term and condition of award that may not be reimbursed under a grant or contract.

**Unawarded Funds:** Funds that have been allocated using the interstate funding formula but have not been awarded on a Notification of Grant Award (NGA).

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**Unearned OAA Funds (Carryover):** Those funds that have been awarded to a grantee either that have not been expended by the grantee or that have been expended for unallowable costs due to the grantee's failure to comply with specific regulations, policies, or grant conditions governing the award or expenditures with insufficient match. (See Sections 7.1.6 and 8.1.6.E)

**Uniform Assessment Instrument (UAI):** An assessment instrument used for in-home service programs administered by KDOA.

**Unliquidated Obligations:** The amount of obligations incurred by the grantee or contractor that has not been paid. Expenses incurred that have not yet been paid as of the reporting period end date (cash basis) or expenses that have been incurred but not yet recorded (accrual basis). (Federal Register (FR) 69244 dated 12/7/07)

**Unobligated Balance:** The portion of funds authorized by KDOA that has not been obligated by the grantee.

**Vision Card:** A debit card given to eligible food assistance (formerly food stamp program) recipients for the purchase of food at groceries and other food vendors based on the amount of benefits the individual is eligible to receive.

**Voluntary Contributions:** Customer donations received for services provided with OAA funding, wherein the opportunity to contribute to the cost of the service was provided to each individual who received services under the OAA and the method of solicitation was non-coercive and confidential.

**Volunteer Services:** Unpaid services provided to a grantee or subgrantee by individuals, which are valued at rates consistent with those ordinarily paid for similar work in the grantee's or subgrantee's organization. If the grantee or subgrantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation.

**Withholding of Payment:** An action taken by KDOA, after appropriate administrative procedures have been followed, that restricts a grantee's ability to access its grant funds until the recipient takes corrective action required by KDOA.

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**Section 1.2**

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This section has been reserved..

**1.3 Grievances / Notices of Action / Appeals / Affirmative Action**

**1.3.1 Authorities (as amended)**

- For Medicaid Programs, KSA 77-601 et seq., 75-3304, 75-3306, and 75-5945 and KAR 30-7-65, 30-7-66, 30-7-67, and 30-7-68;
- For Older Americans Act (OAA) 306(a)(10) and 307(a)(5), KSA 77-601 et seq. and 75-5908, and KAR 26-4-1 et seq.; and
- For State Funded Programs KSA 77-601 et seq. and 75-5908, and KAR 26-4-1 et seq.

**1.3.2 Definitions**

**Customer:** Any individual that requests or receives services, information, or assistance from the Kansas Department on Aging (KDOA), an Area Agency on Aging (AAA)/Case Management Entity (CME), or contracted providers.

**Notice of Action (NOA) (KDOA 904 form):** Written notification to a customer, provider, or other authorized person of an action taken or to be taken.

**Adequate NOA:** An NOA that is sent prior to the action occurring.

**Timely NOA:** An NOA that is sent at least ten (10) clear calendar days before the effective date of an adverse action.

- Clear days means neither the effective date of action nor the mailing date shall be considered in determining the ten-day period.
- For example: an NOA that closes the case effective on the first day of the following month shall be mailed no later than the 20th of the month in 31 day months or the 19th of the month in 30 day months to be considered timely.

**1.3.3 Grievance Procedure Requirements (OAA only)**

- A. Each AAA shall establish a written grievance procedure for customers who are dissatisfied with or denied OAA services.
- B. During the initial implementation of OAA services provided in the home, the customer or his or her representative must receive the AAA's written grievance procedure.
- C. Congregate meal providers are not required to give a copy of the grievance procedure to each customer. The written grievance procedure shall be posted in clear view for all customers.
- D. Legal services providers shall provide the written grievance procedure upon initial contact with the customer.

**1.3.3 (cont.)**

- E. Transportation providers shall provide the written grievance procedure before or upon the customer's initial use of transportation services.
- F. Once the AAA has made a determination regarding the grievance, the AAA must send an NOA to the customer in accordance with subsection 1.3.5.

**1.3.4 Customer Rights and Responsibilities (All programs)**

- A. The customer Rights and Responsibilities form (SS-12) shall be included with each NOA.
- B. All customers or their representatives shall be provided the Rights and Responsibilities form (SS-12) when the following occur:
  - 1. The applicant's initial determination or redetermination of eligibility for services provided in the home has been made;
  - 2. The applicant or customer is sent an NOA; or
  - 3. The applicant or customer has inquired about his or her rights and responsibilities.
- C. State General Fund (SGF) and OAA service providers shall also provide the Rights and Responsibilities form (SS-012) to customers in the following circumstances:
  - 1. Congregate meal providers shall make the form available to the customer upon request;
  - 2. Home delivered meals providers shall provide the form before or upon the delivery of the customer's first home delivered meal;
  - 3. Legal services providers shall provide the form upon initial contact with the customer; or
  - 4. Transportation providers shall provide the form before or upon the customer's initial use of transportation services.

**1.3.5 Notice of Action Requirements (All programs)**

- A. The originator of the NOA shall send a copy of the NOA and the Rights and Responsibilities form (SS-12) to the customer, his or her legal representative (if any), and all providers affected by the change. A copy of the NOA shall be maintained as part of the customer's case file.

**1.3.5 (cont.)**

**B. Required Elements**

1. For all programs, NOAs sent to customers shall contain, at a minimum, the following information:
  - a. The customer's name;
  - b. A description of the action to be taken;
  - c. The effective date of the action;
  - d. The citation(s) of the rule, policy, or statute upon which the action is based;
  - e. The date the notice was sent;
  - f. A note of who is copied on the NOA; and
  - g. The customer Rights and Responsibilities form (SS-12), which contains information regarding the right to appeal the decision, shall be included with the NOA.
2. For the Home and Community Based Services for the Frail Elderly (HCBS/FE) program, NOAs sent to customers shall also contain the following:
  - a. The customer's Medicaid identification (ID) number;
  - b. The Targeted Case Manager's (TCM's) name, address, and telephone number;
  - c. All waived services, with details, for initial eligibility determination and annual eligibility redetermination (e.g., hours per day, hours per week, etc.);
  - d. The affected waived services when plan of care (POC) updates occur; and
  - e. The customer's client obligation (if applicable).

**C. Adverse Actions**

1. Adverse actions are actions the AAA/CME intends to take to discontinue, terminate, suspend, or reduce service. Adverse actions include, but are not limited to, the following:
  - a. The applicant or customer is determined ineligible for the program he or she is requesting or receiving;
  - b. The customer is denied a service;
  - c. The customer will not receive the quantity of service units he or she has requested or previously received; or
  - d. The customer's case will close.
2. Regardless of program funding type, a timely NOA (10 days) shall be sent when an adverse action is to be taken.

**1.3.5 (cont.)**

**D. Other Actions**

1. Under the following circumstances, Medicaid and/or State Funded customers shall be sent an adequate NOA for the following actions:
  - a. The customer requests an action to be taken, and that request is noted on the NOA implementing that action. If the action is adverse:
    - i. implement the service change to begin on the date the customer specifies; and
    - ii. change the Kansas Aging Management Information System (KAMIS) POC with an effective date 10 working days after the implementation date;
  - b. The customer is determined eligible for the program he or she is requesting or receiving;
  - c. The customer has a permanent change in case manager; or
  - d. The customer's services are being implemented, changed, or other service-related changes have occurred which are not adverse and are reflected on the POC (i.e., change in service units, service transfers to another provider, county, or program, client obligation, etc.).
2. Upon receiving notice that a customer's service(s) has been interrupted for hospitalization, admission to a nursing facility, or any other reason that the customer is not available to receive services, the AAA/CME shall send an NOA, with start and end dates. If the end date is not known at the time of the initial NOA, a second NOA must be sent to reinstate services.
3. Upon receiving notice of the customer's death, the AAA/CME shall send an NOA to the customer's legal representative and providers that the customer's case is being closed.
4. If an OAA customer files a grievance with the AAA regarding OAA services for an action other than those adverse actions in Section 1.3.5.C, and the AAA has made a determination regarding the grievance, an adequate NOA shall be sent by the AAA informing the customer of the determination.
5. Failure by the AAA/CME to notify a provider of a customer's change in status may result in an overpayment and subsequent recoupment to that provider.
6. A POC shall be authorized in KAMIS or an effective dating request verified prior to the NOA being sent. If the CME authorizes services without appropriate authorization from KDOA, the CME will be responsible for payment to the provider(s) for services rendered prior to the KDOA approval date.

**1.3.6 Appeals**

**A. Right to a Fair Hearing**

A customer has the right to a fair hearing if he or she disagrees with an action or decision regarding his or her case. The customer Rights and Responsibilities form (SS-12) contains the customer's right to appeal and additional appeal information.

**B. Continuation of Assistance for Medicaid Customers** (excerpts from KAR 30-7-66)

1. If the customer requests a hearing within 10 days of the NOA mailing, services shall not be suspended, reduced, discontinued, or terminated, (but are subject to recovery by the agency if its action is sustained), until an initial decision of the hearing officer is rendered in the matter, unless:
  - a. The request for a fair hearing concerns a discontinued program or service;
  - b. A determination is made by the hearing officer that the sole issue is one of federal or state law, regulation or policy, or change in federal or state law, regulation or policy and not one of incorrect grant computation; or
  - c. A change affecting the customer's assistance occurs while the hearing decision is pending and the customer fails to request a hearing after notice of the change.
2. The originator of the NOA shall promptly inform the customer, in writing, if service is to be continued or discontinued pending the hearing decision.
3. In any case where action was taken without timely notice, if the customer requests a hearing within ten (10) days of the NOA mailing, and the agency determines that the action resulted from other than the application of federal or state law or policy or a change in federal or state law, assistance shall be reinstated and continued until a decision is rendered in the matter except as set forth in (1) (a), (b), or (c), above.

**C. Continuation of Assistance for State General Funded Programs**

If the customer requests a hearing within ten (10) days of the NOA mailing, services shall not be suspended, reduced, discontinued, or terminated, (but are subject to recovery by the agency if its action is sustained), until an initial decision of the hearing officer is rendered in the matter, unless it is a situation involving immediate danger to the public's health, safety, or welfare (see KAR 26-4-1(b)(2)).

**D. KDOA and the AAA/CME/Contracted Provider shall have separate roles during the appeal process.**

1. KDOA's Role:

**1.3.6.D.1 (cont.)**

- a. KDOA shall be responsible for presenting the case in initial defense of the action being appealed.
  - b. KDOA shall prepare the Appeal Summary, and shall, in all respects, represent the contractor during the appeal.
2. AAA/CME/Contracted Provider Role:
- a. The AAA/CME/Contracted Provider shall fully cooperate and assist KDOA in such defense, and participate in the appeal process as needed.
  - b. The AAA/CME/Contracted Provider shall provide in a timely manner to KDOA access to any witnesses and/or documents pertinent to the case in order to help KDOA prepare for and defend the appeal.
  - c. A component of case management is to assist the customer with the appeal process, as requested.
  - d. The AAA/CME/Contracted Provider is not prohibited from explaining how a customer may seek review of a program decision or from providing an appropriate form for the customer to use in requesting a hearing.
  - e. During the hearing, the customer may be represented by any person or attorney as long as the representative is not the AAA/CME/Contracted Provider.
3. Appeals Above the Administrative Level:
- a. To the extent permitted by law, the AAA/CME/Contracted Provider shall retain the right to appeal, pursuant to KAR Article 26-4 and the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (KSA 77-601 et seq., as amended), any final order or decision rendered at the administrative agency level which adversely affects the AAA/CME/Contracted Provider's interests and which KDOA decides not to appeal.
  - b. The AAA/CME/Contracted Provider shall be responsible for presenting its own case on appeal and KDOA shall be responsible for assisting the AAA/CME/Contracted Provider by providing copies of documents for use at the District Court level, and, if the District Court orders additional discovery, by making employees available to testify as witnesses.
  - c. KDOA has the right to take whatever action is necessary to protect its interests while the AAA/CME/Contracted Provider makes its appeal.

**KANSAS DEPARTMENT ON AGING**

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**Section 1.3 Grievances/Notices of Action/Appeals/Affirmative Action**

**Effective Date: September 1, 2010**

**Revision: 2010-05**

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**1.3.7 Affirmative Action**

Organizations receiving funds from KDOA must follow the letter and spirit of the Kansas Act Against Discrimination of 1953, the Americans With Disabilities Act of 1990, the Civil Rights Act of 1964 and the Rehabilitation Act of 1973, as amended. Organizations must have written policies for the above Acts adopted by a formal action of their governing body that are available for their employees and the public.

**1.4 Background Checks on Individuals Providing Services in the Home**

**1.4.1 Background Checks: Potential Employees and Individual Subcontractors**

- A. Questioning Applicants, Proposed Individual Subcontractors, and Applicants with Subcontractor Organizations.
1. Each Area Agency on Aging (AAA), and each organization proposing to contract or subgrant with a AAA to perform in-home services under the Older Americans Act or the Senior Care Act, shall require disclosure of each employee's criminal conviction (misdemeanor and felony) history to the employer, contractor, or subgrantee.
  2. Each AAA subcontractor shall require each organization with which it contracts or subgrants for in-home services to require disclosure from each applicant for employment with the organization about the applicant's criminal conviction (misdemeanor and felony) history to the potential employer, contractor, or subgrantee.
  3. Each AAA/Case Management Entity (CME) proposing to contract or subcontract with an individual to provide services in the home under the Older Americans Act, the Senior Care Act, the CARE Program, or Targeted Case Management shall require disclosure from each applicant about their criminal conviction (misdemeanor and felony) history to the potential employer, contractor, or subgrantee.
- B. Checking References of Applicants, Proposed Individual Subcontractors, and Applicants with Subcontractor Organizations.
1. Each AAA, and each organization proposing to contract or subgrant with a AAA to perform in-home services under the Older Americans Act or the Senior Care Act, shall require and verify the personal and employment references of each applicant for employment.
  2. Each AAA subcontractor shall require organizations with which it contracts or subgrants for in-home services to require and verify the personal and employment references of each applicant for employment with the organization.
  3. Each AAA/CME proposing to contract or subcontract with an individual to provide services in the home under the Older Americans Act, the Senior Care Act, the CARE Program, or Targeted Case Management shall require and verify the personal and employment references of each applicant for employment.

**1.4.1 (cont.)**

C. Additional Background Checks of Applicants and Proposed Subcontractors.

1. Each AAA, and each organization proposing to subcontract or subgrant with the AAA, may perform any other additional investigation or background check of any applicant who proposes to contract or subgrant with them for the safety and security of its customers.
2. Each AAA/CME that deems it necessary for the safety and security of the customers may require additional investigation or background check of the applicant.

**1.4.2 Documentation**

A. Each AAA/CME and AAA/CME contractor, subcontractor, or subgrantee shall be required to maintain the following documentation for each individual providing services in the home:

1. Criminal conviction history affidavit or other sworn statements;
2. Documentation of applicant interview questions and responses; and
3. Personal and employment reference documentation, including the names of the individuals contacted, the method(s) of contact, the date(s), and information obtained.

B. Documentation shall be maintained by the AAA/CME or the AAA/CME contractor, subcontractor, or subgrantee for a period of five years after the last day on which employment or the contract, subcontract, or subgrant ends.

**1.5 Aging Taxonomy**

Area Agencies, Case Management Entities, service providers, and KDOA direct contractors must use the current Aging Taxonomy, which includes service/activity definitions, codes, units of service, funding sources, and those services that count toward adequate proportion. The current Aging Taxonomy is available by accessing the Information Memorandums (IMs). The Taxonomy is used to complete the Uniform Assessment Instrument, Abbreviated Uniform Assessment Instrument, the Uniform Program Registration, the Caregiver Assessment Plan, and Area Plan development.

**KANSAS DEPARTMENT ON AGING**

**Section 1.6**

**Medicaid Provider Overpayment**

**10-98**

**Effective Date: October 15, 1998**

**Revision: 98-7**

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**1.6 Medicaid Provider Overpayment**

**1.6.1 Overpayment Identification**

Upon identification of an overpayment made to an HCBS/FE Waiver Service Provider, or to a AAA for Targeted Case Management services, the following will occur.

- A. Notification shall be sent under the signature of the Administrator of the Medicaid Quality Review Program to the Medicaid Provider Agency identifying the overpayment issue. The notification shall include:
  - 1. The option of an informal review,
  - 2. The provider's appeal rights, and
  - 3. The method of recoupment that shall be used.
  
- B. The Provider Agency has the option to request an informal review. Requests for an informal review shall be made within 10 working days of the initial letter requesting recoupment. The Informal Review Committee shall meet within 5 working days to review the documentation with the Provider Agency and render a decision.

All requests for an informal review, along with supporting documentation, shall be sent via facsimile to the Administrator of the Medicaid Quality Review Program who will chair the Informal Review Committee. The Committee will be comprised of the Medicaid Quality Reviewer who identified the overpayment, the appropriate MQR Regional Manager and the Administrator of the MQR program.

There are four possible outcomes of an informal review.

- 1. Evidence presented by the Provider Agency is sufficient to prove that no overpayment was made, and the issue is resolved at which time KDOA will issue a formal withdrawal letter.
  
- 2. Evidence presented by the Provider Agency is insufficient to prove that no overpayment was made. The Provider Agency either agrees to recoupment or proceeds with filing of a formal appeal.
  
- 3. Evidence presented by the Provider Agency is sufficient to prove that a portion of the overpayment was not made and is insufficient to prove that all of overpayment was not made. The Provider Agency either agrees to recoupment or proceeds with filing of a formal appeal.

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**10-98**

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**Revision: 98-7**

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4. If the Provider agrees to recoupment, the recoupment shall be made electronically by the Administrative Services Commission. If the Provider files a formal appeal, the Provider shall follow the established appeals policy.
- C. If the Provider agrees to recoupment, a formal letter, outlining the agreement of the Provider Agency and the amount of the recoupment, shall be issued by the Administrator of the MQR program.
- D. If the Provider files a formal appeal, the normal appeals process, as identified in Section 1.3 of the Field Services Manual, shall be followed. Appeals will be forwarded Kansas Department of Administration, Office of Administrative Hearings.
- E. If the Provider Agency does not request an informal review or formal appeal within the allotted 30 days, the Provider Agency will be notified in writing by the Administrator of the MQR program that the recoupment shall be processed.
- F. All efforts at recoupment shall be made by KDOA Administrative Services.
- G. Adjustments shall be made electronically by KDOA.
- H. Provider Agencies shall be notified, in writing, that the adjustment has been processed.

**1.6.2 Referrals to Surveillance and Utilization Review Subsystem (SURS) and the Medicaid Fraud Unit**

- A. KDOA has the option to refer to SURS any overpayment issues which indicate a more extensive review is needed.
- B. KDOA has the obligation to report suspected cases of Medicaid Fraud to the Medicaid Fraud and Abuse Division of the Kansas Office of Attorney General.