

RCIL CONSUMER-DIRECTED HANDBOOK

INFORMATION AND ASSISTANCE

POLICIES AND PROCEDURES

MANAGEMENT RESOURCES



1137 Laing, P.O. Box 257

Osage City, KS 66523

785-528-3105 800-580-7245

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Introduction and Overview

The Resource Center for Independent Living, Inc. (RCIL) has created this handbook to provide information and resources to assist individuals that have chosen to direct their own Home and Community Based Services.

RCIL embraces the Independent Living Philosophy and encourages all individuals with disabilities to empower themselves to become self-advocates. Our mission statement is:

Resource Center for Independent Living, Inc. (RCIL) is committed to working with individuals, families, and communities to promote independent living and individual choice to persons with disabilities.

Independent Living Philosophy and History

Independent Living Philosophy

The independent living philosophy states that people with disabilities should have the same civil rights, options and control over choices in their own lives as do people without disabilities.

Every person, regardless of disability, has the potential and right to exercise individual self-determination, to expect the same choices and control in their everyday lives that everyone else takes for granted and the freedom to try, and fail, and learn from their failures.

Independent Living History

Independent living and being able to make choices about one's own life has not always been an option for individuals with disabilities. It wasn't until the 1950s and 1960s, during other civil rights struggles, that the independent living movement began to emerge. The movement to deinstitutionalize individuals with developmental disabilities out into their communities was led by parents and providers of people with developmental disabilities. This was based on the principal developed by Wolf Wolfensberger that people with developmental disabilities should live in the most "normal" setting possible if they were to be expected to behave "normally."

The Civil Rights Movement and Self-Help Movement were the next efforts to influence disability rights. The Civil Rights Act did not include people with disabilities as a protected class, but it was a reality that people could achieve rights, at least in law, as a class. People celebrated Rosa Parks as she defiantly rode in the front of a public bus, but people with disabilities realized many individuals with disabilities could not even get on the bus. The Self-Help Movement provided self-help and peer support as key components in living independently. People with similar disabilities are more likely to understand and assist each other than individuals who have not had the experience with a similar disability.

The Rehabilitation Act of 1973 passed when Congress overrode President Richard Nixon's veto in 1972. Passage of this critical law was the beginning of the ongoing fight for implementation and revision of the law according to the vision of independent living advocates and disability rights activists. Key language in the Rehabilitation Act, found in Section 504 of Title V states that:

- No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

In 1990, the Americans with Disability Act (ADA) passed. It provides comprehensive civil rights protection for people with disabilities and is closely modeled after the Civil Rights Act and the Section 504 of Title V of the Rehabilitation Act and its regulations. There are five titles within the Americans with Disabilities Act.

- Title I of the ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment.
- Title II prohibits discrimination that involves state and local government programs and services which includes all public mass transportation.
- Title III prohibits discrimination on the basis of disability in “places of public accommodation” (businesses and non-profit agencies that serve the public) which includes restaurants, hotels, theaters, pharmacies, retail stores, health clubs, museums, libraries, parks, private schools and daycare centers. The exemptions are private clubs and religious organizations. All new construction in public accommodations and commercial facilities must be accessible.
- Title V deals with various miscellaneous provisions including the people who are excluded such as transsexuals, drug addicts, gamblers and others.

References:

Gina McDonald and Mike Oxford. “History of Independent Living”, 2010.

Gerben DeJong. “Independent Living: From Social Movement to Analytic Paradigm,” Archives of Physical Medicine and Rehabilitation 60, October 1979.

Wolf Wolfensberger. “The Principle of Normalization in Human Services” Toronto: National Institute on Mental Retardation, 1972.

Self-Direction/Consumer-Direction of HCBS

Self-directing or Consumer-directing your Medicaid services means that you, or your representative if applicable, have decision-making authority over certain services and take direct responsibility to manage your services with the assistance of a system of available supports. The self-directed service model is an alternate to the services traditionally provided by an agency. Self-direction of services allows Consumers to have the responsibility for managing all phases of their care in a person-centered planning process.

Self-direction allows personal choice and control over the Home and Community Based Services authorized for your care and lets you decide who provides your services and how the services are provided. This means you have the decision-making authority to recruit, hire, train and supervise the individuals that provide your services.

When you choose to self-direct, it is YOU, the Consumer/Participant, or your representative, that is in control of your care. It is your responsibility to manage your employees and ensure that your care is being provided.

This is an abbreviated version of the policies and procedures taken from the Resource Center for Independent Living, Inc.'s Financial Management Services (FMS) Policies and Procedures Manual. The policies and procedures contained in this Consumer Handbook are those that apply to Self- or Consumer-Directed Services for the Managing Employer (Consumer or their Representative) and the Direct Support Worker. To view a complete copy of the RCIL FMS Policy and Procedures, contact the RCIL main office.

Financial Management Services (FMS) is provided for Consumers who are aging or disabled and will be provided for within the scope of the approved service model. Within the self-directed model and Kansas state law (K.S.A. 39-7,100), Consumers have the right to "make decisions about, direct the provisions of and control the attendant care services received by such individuals including, but not limited to selecting, training, managing, paying and dismissing of a Direct Support Worker." The Consumer or Consumer's representative has decision-making authority over certain services and takes direct responsibility to manage these services with the assistance of a system of available supports. FMS is included in these supports.

Kansas has the FMS employer-option model available to Consumers who reside in their own private residence or the private home of a family member and have chosen to self-direct some or all of their services. The Consumer, or his or her representative, has the right to choose this employer-option model and the right to choose from qualified available FMS providers.

RCIL contracted with the KanCare Managed Care contractors to begin providing FMS on January 1, 2013 for the Home and Community Based Services (HCBS) Physically Disabled Waiver, Traumatic Brain Injury Waiver, Frail Elderly Waiver and Technology Assisted Waiver. RCIL continued to provide FMS for the HCBS IDD Waiver with the existing system until February 1, 2014 when the IDD Waiver was included into KanCare. Subsequently, RCIL amended its contracts with the Managed Care Organizations (MCOs) to provide FMS to individuals on the IDD Waiver.

RCIL receives authorization from the MCOs to provide FMS to individuals deemed eligible by the Aging and Disability Resource Center (ADRC) and have chosen to self-direct their services using RCIL as their choice of FMS provider. The administrative functions of the FMS provider are reimbursed as a waiver service.

Home and Community Based Service Definitions and Acronyms:

Activities of Daily Living (ADL): Bathing, Dressing, Grooming, Toileting, Transferring, Feeding, Mobility, Accompanying to obtain necessary medical services.

Administrative Fees (FMS Fees) – Cost associated with the provision of “administrative” payroll/HR and Information & Assistance services.

Aging & Disability Resource Center (ADRC) - ADRC serves the entire state in providing individual personalized Options Counseling Services. The ADRC also determines functional eligibility for several of the Medicaid Waiver programs.

AuthentiCare® Kansas – An Electronic Verification and Monitoring (EV&M) system that collects time and attendance information for waived services provided and electronically submits qualified claims for payment on behalf of providers.

Authorization - The documentation provided by the MCO to the FMS provider advising what services, and the quantity of those services, have been approved for delivery to the Consumer.

Care Coordinator/Service Coordinator/Care Manager/Case Manager – The MCO staff person assigned to work with a Consumer to determine what services are necessary to meet the Consumer’s needs.

Client Obligation – A monthly amount the Consumer is responsible for paying toward his or her cost of care each month. The client obligation is determined by the Department for Children and Families and is the amount of income in excess of the appropriate income standard. If the client obligation is assigned to be paid to RCIL, it is a required payment and must be paid each month for services to be continued.

Consumer - Person with a disability who is receiving assistance. Also known as Participant, Beneficiary, Client, Customer or Member

Designated Representative - is defined as a parent, family member, guardian, advocate, or other person who is authorized, in writing, by the consumer, or legal guardian, to make determinations on the consumer’s assessed care needs. These may include where he or she prefers to live, which Home and Community Based Services will be delivered and by whom the services will be delivered. Individuals who chose to self-direct are presumed to have the ability to direct their own care. Not all individuals receiving Home and Community Based Services require a Designated Representative. A Designated Representative is only required for individuals and/or guardians who are self-directing some or all of their services when a conflict of interest exists. At no other time will an individual be required to appoint a Designated Representative. However, an individual may decide to appoint a Designated Representative to perform employer functions related to hiring, firing, monitoring, training and managing Direct Support Workers.

For minor children, the legally responsible parent or legal guardian chooses, directs and plans the child’s services and will not be required to complete the Designated Representative form. Federal law does not allow a parent or legal guardian of a minor child to be paid to provide services. A parent must

comply with requests from the MCO or FMS provider to ensure compliance with federal requirements and establish legal authority.

Direct Support Services: Assistance the Consumer receives completing tasks the Consumer would typically do their self in the absence of a disability. These services may include assistance with Activities of Daily Living (ADLs), Independent Activities of Daily Living (IADLs), Other Health Maintenance Activities or Support Services.

Direct Support Worker (DSW) – The person that is hired to provide some type of direct care service for the consumer that is paid through Medicaid, or state funds, or both, via the KanCare MCOs; also commonly known as Personal Care Attendant (PCA), Attendant Care Worker, In-Home Support Worker, or Personal Service Attendant-Self Direct.

Durable Power of Attorney - A durable power of attorney serves the same function as a power of attorney. However, it remains in effect even if you become incapacitated. A general power of attorney ends if you become incapacitated. A durable power of attorney ends at your death. (See Power of Attorney)

Employment Service Agreement – The Employment Service Agreement is contained within the Direct Support Worker Packet and is an agreement between the self-directing individual (Consumer) and the Direct Support Worker (DSW) that identifies the responsibilities/duties of all parties.

EVV – Electronic Visit and Verification (EVV) for automated time/attendance tracking and claim submission. EVV maintains a repository of authorized services, verifies a workers' location, length of service visit and provides reporting in real-time. See Authenticare® Kansas.

FEIN – Federal Employer Identification Number is a unique nine-digit number assigned by the Internal Revenue Service (IRS) to business entities operating in the United States for the purposes of identification. The Kansas Department on Aging and Disability Services has determined that all self-directing HCBS consumers must have their own Federal Employer Identification Number (FEIN). As the FMS provider, RCIL will make the withholdings and payments and file the necessary reports on your behalf.

Financial Management Service (FMS): An administrative service that is provided for individuals who have chosen to self-direct their Home and Community Based Services. FMS is the Consumer's support that ensures wage payments to the Consumers' Direct Support Workers are appropriately managed, tax and insurance compliance is maintained and program fiscal rules are upheld. Often FMS is provided by an FMS provider agency, to which these duties are delegated.

Financial Management Services and Consumer Agreement – The Financial Management Services and Consumer Agreement is a signed agreement between the FMS provider (RCIL) and the self-directing individual (Consumer /Consumer's Authorized Representative) that identifies the responsibilities of both parties.

FMS Provider: An agency contracted with the state of Kansas and the Managed Care Organization(s) to provide payroll, invoice processing and payment, fiscal reporting services, employer orientation, skills

training and other fiscal-related and administrative services to Consumers choosing to exercise employer authority through self-direction under an HCBS Program. The FMS Provider also provides Information and Assistance services to the Consumer.

Guardian: A person who is entrusted by law (court order) with the care of the person or property, or both, of another, as a minor or someone legally incapable of managing his or her own affairs.

Home and Community Based Services (HCBS): Home and community-based services (HCBS) provide opportunities for Medicaid beneficiaries to receive services in their own home or community. These programs serve a variety of targeted populations groups, such as people with physical disabilities, intellectual or developmental disabilities, traumatic brain injuries, and/or those that are frail/elderly.

HCBS Medicaid Funds – Funds, both state and federal, that are utilized to pay for administrative and/or direct care services for individuals that are enrolled in a HCBS Waiver program.

HIPAA - The HIPAA Privacy Rule establishes national standards to protect individuals' medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically. The Rule requires appropriate safeguards to protect the privacy of personal health information, and sets limits and conditions on the uses and disclosures that may be made of such information without patient authorization. The Rule also gives patients' rights over their health information, including rights to examine and obtain a copy of their health records, and to request corrections. Source: U.S. Department of Health and Human Services

Information and Assistance (I&A) – A service that is available to provide information, including independent resources, and assist in the development of options to ensure that individuals understand the responsibilities involved with directing their services.

Instrumental Activities of Daily Living (IADL): Meal Planning/Preparation, Shopping, Medication Management/Treatments, Transportation, Use of Telephone, Housekeeping, Laundry, Other Health Maintenance Activities, Non-Physical Support/Supervision to Ensure Safety, Money Management, Leisure and/or Recreation Activities, Teaching Opportunities that may include Therapeutic or Academic Components, Retainer Services, DSW Training

IVR - Interactive Voice Response system in Authenticare® Kansas used by the DSW to clock in, clock out and record work activities performed for the Consumer.

KanCare - KanCare is the program through which the State of Kansas administers Medicaid that was launched in January, 2013.

Kansas Department for Aging and Disability Services (KDADS) – The Cabinet agency responsible for the management of the HCBS waivers in Kansas.

KDADS Provider Agreement – A document that consists of an agreement between an agency of the State of Kansas and a provider organization. In this case, KDADS is the agency that authorizes a provider organization to function as an FMS provider agency in Kansas.

Kansas Medical Assistance Program (KMAP) - The KMAP website provides information to Medicaid beneficiaries and providers. This website is: <https://www.kmap-state-ks.us/Public/homepage.asp>.

Managed Care Organization (MCO) – The for-profit health plans (much like health insurance companies) that the State of Kansas has contracted with to coordinate health care for nearly all Medicaid beneficiaries.

Managing Employer: A person who has chosen to be responsible for self- or Consumer-directing their services with the authority to supervise and manage the Consumer's Direct Support Workers (DSW). This person may be the Consumer, an individual chosen by the Consumer to be the Designated Representative, the Consumer's guardian, the Consumer's Power of Attorney or Durable Power of Attorney or any other individual that has legal authority to make decisions on behalf of the Consumer.

Medicaid Provider Agreement – An agreement between the FMS provider agency (RCIL) and the Kansas State Medicaid Agency that authorizes the FMS provider to bill Medicaid for approved services within the constraints of the agreement.

Medicaid Provider Documentation – Documentation requirements identified in KMAP manuals/handbooks.

Other Health Maintenance Activities: Monitoring Vital Signs, Ostomy Care, Catheter Care, Enteral Nutrition, Medication Administration Assistance, Wound Care, Range of Motion

Consumer: Person with a disability who is receiving assistance. Also known as Consumer, Beneficiary, Client, Customer or Member

Self- or Consumer-Directed Services: Self- or Consumer-Directed Medicaid services means that Consumers, or their representatives if applicable, have decision-making authority as the sole employer over certain services and take direct responsibility to manage their services with the assistance of a system of available supports. Self-Directed or Consumer-Directed services promote personal choice and control over the delivery of waiver and state plan services, including who provides the services, how the services are provided and when the services are provided.

Per Member Per Month (PMPM) – A methodology by which an FMS provider is paid to perform administrative payroll/HR and Information & Assistance services for an individual self- directing his or her services during a specific identified period.

Power of Attorney - A power of attorney is a legal document that authorizes someone to act for you. The person you appoint is referred to as an "Attorney-in-Fact" or "Agent." A power of attorney can be broad or limited. Since the power of attorney document is tailored for its specific purpose, your agent cannot act outside the scope designated in the document. A regular power of attorney ends when its purpose is fulfilled, at your incapacity or your death. (See Durable Power of Attorney)

Support Services – Assistance in the community, non-physical supports/supervision to assure health and safety, retainer services, DSW training, teaching opportunities that may include therapeutic or academic components, leisure and/or recreational activities

Waivers:

PD: Physically Disabled

TBI: Traumatic Brain Injury

FE: Frail/Elderly

IDD: Intellectual/Developmental Disability

TA: Technology Assisted

The RCIL Consumer-Directed Handbook is a resource to assist Consumers/Managing Employers in directing their HCBS waived services. This manual is subject to change without prior notice. If the Consumer/Managing Employer has questions, or wishes to request a current copy, contact the RCIL office at 1-800-580-7245.

Hiring a Direct Support Worker

Developing Your Job Description

Before interviewing and hiring a Direct Support Worker (DSW), you will need to develop a plan of how and when you will receive the services you have been approved to receive through Home and Community Based Services, otherwise, known as a job description. Having a job description will enable you to discuss with your potential DSWs the services you have been approved to receive and what skills or qualities your employees (DSWs) will need to complete these tasks.

You will also want to determine if you have any “natural supports” such as neighbors, friends and family that may be able to assist you. For example, your neighbor may take your trash to the curb when they take theirs. Assistive technology or assistive technology devices may enable you to be more independent such as using a shower chair so you need less help showering or a “reacher” to help you pick up and reach things instead of someone else to do it for you. Look at the “big picture” of what services you need to remain safely in your own home

The first step in creating a job description is to identify the tasks that must happen. Self-assessment can help you decide what your needs are based on the approved tasks that were identified during your assessment with your Managed Care Organization. These needs/approved tasks will become the tasks that your paid DSW will do. All people have similar needs that can be divided into four areas:

- Personal Care
- Household
- Health and Safety
- Community

Personal Care (Activities for Daily Living – ADLs)

Personal care tasks include taking a bath or shower, getting dressed, brushing your teeth, hair care, skin care, nail care, shaving, prosthetic/orthotic assistance, toileting, transferring to and from bed/chairs, walking/mobility, wheelchair maneuvering and eating (assistance with actual eating - not meal preparation). Some people need help with some or all of these tasks and those approved tasks would have been determined during your assessment with your MCO care/service coordinator. A paid DSW, a friend or family member (natural support) or an assistive technology device can help provide that assistance. Use the Job Description Planning Worksheet – Personal Care to help you determine what Personal Care tasks need to be completed. You can decide if those tasks must be completed on specific days and times or if there are days or times you would prefer to have them completed. For example, if bathing is an approved task on your plan of care and you must take your bath on Monday, Wednesday and Friday at 8:00 am because you have a medical appointment, such as dialysis, at 10:00 am on those days, you would mark “Bathing” – 8:00 am on Monday, Wednesday and Friday and “Required”. Otherwise, you could mark what days and times you “prefer” to take your bath/shower.

Household, Health, Safety and Community (Instrumental Activities for Daily Living – IADLs)

The Instrumental Activities for Daily Living include tasks such as meal planning/preparation, shopping and errands, medications/treatments, transportation, use of telephone, laundry, housekeeping, exercise/range of motion, other health maintenance activities, assistance in the community, non-physical supports/supervision to assure health and safety, money management, and leisure. Depending on which of these activities are approved on the service plan developed by you and your MCO care/service coordinator, they may be performed by the DSW you hire or other natural supports. For activities that are not approved as a Medicaid paid service, a natural support (unpaid family, friend, etc.) may be able to assist with those tasks.

The Consumer/Managing Employer is responsible for recruiting their DSW applicants and deciding who to hire. When hiring a DSW, the following hiring procedures must be followed:

- **Eligibility Requirements:** A Direct Support Worker must be 18 years of age. The Consumer/Managing Employer should review the DSW eligibility requirements for the Consumer's specific waiver. DSW requirements may vary between waivers. Contact RCIL if you have questions about an applicant's eligibility.
- **Background Checks:** Prior to a DSW providing any services to the HCBS Consumer, background checks must be completed in accordance with KDADS HCBS Provider Background Check Policy. *RCIL will not be an FMS provider for any Direct Support Worker that the State of Kansas as listed as "Employment Prohibition on File."*
- **Employee Hire Packet:** All DSWs hired by the Consumer/Managing Employer must complete the RCIL Direct Support Worker Packet. This includes all agreements and providing any required supporting documents. The DSW must complete a Direct Support Worker Packet for each Consumer they provide direct service. A DSW cannot begin working for the Consumer until all employment paperwork is complete, they have been notified by RCIL they can begin working and receive their identification number to use with the AuthentiCare KS call in system.
- **Incomplete Paperwork:** No wages will be paid to any DSW who has not turned in a complete RCIL Direct Support Worker Packet and supporting documentation.

Recruiting your Direct Support Worker (DSW)

There are many different ways you can locate applicants for your Direct Support Worker position. Some of those include: the list of potential DSWs that RCIL maintains, advertising or word of mouth.

List of Potential DSWs Maintained by RCIL

RCIL maintains a list of names and contact information for individuals that have contacted RCIL and expressed an interest in being a Direct Support Worker. The individuals on this list are not employees of RCIL and should be screened, interviewed and references checked like any other applicant. If you would like to receive a list of possible applicants for DSWs in your area, call the RCIL Payroll Help Desk at 785-528-5045 or 877-929-7655.

Advertising for a DSW in your Own Community

When you are thinking about where and how to advertise for your DSW, consider the community you live in. You may be able to create an advertisement on a sheet of paper or a large index card and have luck placing it at your local:

- Employment office

- Grocery store
- Laundromat
- Church
- Community colleges/universities
- Job service center
- Career services department
- Certain college classes related to disability issues or the health care field
- Social service agencies
- Community newspaper
- Free weekly advertising guide
- Local Center for Independent Living

Obtain permission from the business or agency before posting your advertisement. Ask about their policies or rules for putting up your flyer or submitting your ad.

Placing an Ad in your Local Newspaper

If you feel the local newspaper will be the best route for you, call their classifieds department and speak with them about placing your ad in their employment section. Please be aware that if you choose to place an ad it will be at your own expense. Contact RCIL's Information and Assistance Specialist for helpful suggestions on creating an ad if you feel you need to advertise.

Word of Mouth

Telling family friends and even people you meet that you are looking for a Direct Support Worker can be a great way to find a DSW. Get the word out to others who employ DSWs as well that you are advertising for a DSW.

Word-of-mouth through friends and/or the person who is leaving can be an effective way to find your next DSW. People who know you and the person they recommend can increase your chances of finding a reliable candidate for the job.

Interviewing your Direct Support Workers – Telephone Interviews

Pre-Screening for Interviews

Your first contact with applicants will probably be a telephone call. Using the telephone to speak with applicants for the first time is a good way to pre-screen them. Explain what Home and Community Based Services are and the job tasks on your job description. Doing this helps the applicant decide if this is a job they think they would like. Use your copy of the assessment from your MCO to help describe the duties of the job.

You might say: "Hello, My name is _____. I receive services from the Home and Community Based Services program which allows me to hire someone to help me remain independent in my own home. I am looking for someone to assist me in my home with activities that I can no longer do by myself or need assistance in completing. This job would involve assisting me with..." Give examples of the types of services you have been approved to receive and the tasks related to those services such as: "...Personal Services including bathing, meal preparation, housekeeping," etc. or "Enhanced Care Services (also known as Sleep Cycle Support) which consists of spending the night at my home and

being able to wake up and assist me if I need help.” You would also need to provide the amount of assistance you would need. For example; bathing could be hands on with the Direct Support Worker bathing you, or you may only need assistance when entering or exiting the shower, or you may only require supervision for safety (someone to be there when you bathe but no hands on assistance is needed unless there is an emergency situation).

You could also describe the work environment (your home). Providing information such as “I live in a two story home and my laundry facilities are in the basement, would that be a problem for you?” Or, if you say: “I have a house cat” and the applicant says: “I can’t be in a house with a cat. I’m allergic to cats,” you’ll both know this is not a good match for your job. If, on the other hand, the applicant says, “No problem, I love cats,” you will ask your next question. Smoking is often an issue if either the Consumer or the applicant is a smoker and the other person is not.

Using a question and answer method during your first conversation with an applicant will help you quickly find out which applicants do not fit your requirements. In the long run, you’ll save yourself time and money. You may want to use the [Finding the Right PA – Personal Preferences Assessment Worksheet](#) and [Developing Your Job Description](#) we have included from the K-PASS Self-Direction Toolkit, to help you target exactly what you are looking for in a DSW. A sample job application is also included in this document.

NOTE: It is illegal to ask applicants certain questions which provide information you can use to discriminate against people due to things like age and health. You can ask people if they are able to perform specific tasks such as bending, lifting, driving, etc. It is smart to think of the most physically demanding things you will expect an assistant to do and then ask them if they are able to do it as frequently as needed. Remember, you can only ask DSWs to do the things listed on your Plan of Care.

In the Interview and Hire section, you will find a list of interview questions you can and should ask.

Next we will look at some guidelines or tips for telephone screening for you to think about as you plan how you will conduct your first conversation with applicants. Following the list of guidelines, you will find a sample script that may clear up any questions you still have.

Guidelines for Telephone Screening

Act quickly. Call people back as soon as possible. Good people find jobs quickly.

Be pleasant. This is common sense, but it bears repeating: Be friendly and pleasant on the phone.

Provide Some Basic Information About the Job

- Write a list of job tasks so that you are giving the same information to every person that calls.
- If there are specific things a DSW MUST have - like a current driver’s license and “clean driving” record or the ability to lift or move a certain amount of weight – ask these questions early. If the person is unable or unwilling to accommodate these “musts” thank them and move on.
- Let them know the needed amount of hours and days along with the hourly wage and start date.
- Tell people if you smoke or have pets, as this may eliminate some applicants.

- After giving them the basics, ask them if this sounds like the kind of job in which they may be interested. If an applicant does not think this is the right job for them, this is a good time for them to say so. This is when you both can politely hang-up without wasting too much time.

Ask a few questions of the potential employees.

- Why are you interested in this kind of work?
- What experience or training do you have?
- Do you smoke?

Be organized.

- Take notes. You can ask a friend to help you with this. Write down the names and phone numbers of everyone you talk to about the position.
- You can set up a personal interview for suitable candidates when you talk with them, or you can call them back after you have had time to review all of your phone calls.

Sample Telephone Screening Script

Below is a sample script if you feel you need more assistance in screening your applicants over the phone.

"Hi, my name is:

I got your name from the DSW list at RCIL. Are you still interested in working as a Direct Support Worker?"

To save everyone a lot of time, you might say:

"Background checks for Direct Support Workers are mandatory. There are some convictions that make a person "Employment Prohibited" in a position such as this.

Is there anything that you believe would come back on a background check that would prevent you from being employed in this position?"

Depending on their answer, you can either go on to the following questions, or thank them for their time and hang up.

Tip: Ask questions based on your list of job tasks that you absolutely must have done by your DSW. For example, if the DSW must lift you, you might say:

"I weigh about 130 pounds. One of the most physically demanding requirements of this job is that you be able to roll me over in bed and help me transfer from my chair to the toilet and back again. I cannot assist you at all. Can you do this?"

If your DSW will need to provide transportation for you, you may want to ask if the applicant has a current driver's license.

"I need someone to assist me with:" (list the tasks/activities in your job description)

-
-

-
-

You may want to ask questions like:

“Have you ever driven a van or other big vehicle?” OR- “I have a cat that stays inside. Is that a problem?”

Write your questions here:

-
-
-
-

If you like the person's answers, you might use some of the following script or write your own.

“Great, then let me tell you a little about myself. I am _____ years old and live in my own home in _____(town). I am involved in lots of activities which require that I get up at _____ am in order to be at (work, meetings, activities) by _____ am. I need someone to assist me with bathing.”

Tip: Check again with the applicant to see if the tasks you need done are tasks they will do. If the applicant says this is not the job they were looking for, thank them and hang up. If not, ask them to tell you about themselves.

“Tell me a little about yourself.”

Be sure and tell the applicant what days and hours you want him or her to work. If the schedule is flexible, be sure to find out if this will work for the applicant. If not, thank them and hang up.

You can write in your schedule here:

-
-
-
-

Tip: Ask yourself if you think you would like this person and if you think you would get along. If yes, go ahead and schedule a face-to-face interview. Be sure you have their correct phone number in case you need to call them.

Some telephone responses are a warning of trouble. You may want to be alerted if:

- Someone asks for your home address before you are sure you want to meet them face-to-face. Use caution; remain in control of the situation.
- You specifically state in your ad that you want a female and a male calls, supposedly for a female friend or wife. Do not answer any personal questions. Ask him to have his friend or wife call you herself.

- Someone calls to give you their desperate situation. They have to get a job and/or place to live right away. Stick to your written plan of pre-screening applicants.

You may want to consider having a friend or relative with you for support if you feel you may be nervous or anxious during these calls. Remember to take notes about your impressions of each applicant following your phone call.

Face-to-Face Interview

The face-to-face interview gives you the opportunity to learn as much as you can about the person who is applying for the job. It also gives the applicant information about the job requirements so that both of you can make a good decision. **This** works best if you are prepared.

Scheduling the Face-to-Face Interview

If, at the end of your telephone screening, you think you would like to interview this person face-to-face, you can make those arrangements while you still have the person on the phone. You will want to schedule the follow-up interview promptly so you don't lose people by making them wait.

Once you have decided to interview someone face-to-face:

- Pick a day and set a time for the interview
- Pick a public location to meet. Library? RCIL Office? McDonalds?

Remind the person to:

- Bring contact information for their personal employment references
- Ask them to bring their resume or application to the interview

Tip: If you are scheduling several interviews, how long do you think each interview will take? If you allow an hour for the interview and 15 minutes after the person leaves to write down your impressions, you can schedule people every hour and fifteen minutes. After a few interviews, you will know if you need more or less time.

What if you don't want to interview someone?

You do not have to interview everyone you talk to about the job. Let each person know you are taking names and phone numbers and will call them back if you decide to interview them. You may find that you would like to interview someone later, even though your initial reaction was not to. Taking everyone's name and address will ensure you can get back in touch with people if you change your mind.

If you are not sure, you can politely end the conversation by saying:

"Thank you for your time. I will be making my final selections by (date) and will notify my top choices on that day to set up another interview. Thank you again, good-bye."

Self-directing your DSW services is a rewarding job, but still a lot of work. Taking the steps to find a DSW who is a good match for the job is worth the time it takes.

To help you keep track of your conversations with applicants during your telephone screening calls, we have included the Telephone Screening Worksheet on the next page. You can add the information that is important to you.

Telephone Screening Worksheet		
After your telephone interview, take a moment and fill out the following summary.		
Name of Applicant: Date: Phone Number:		
Summary of Interview		
Most Important Issues for me	Yes	No
Applicant has a reliable car		
Applicant has a current driver's license		
Applicant can lift _____ pounds		
Information I Provided	Yes	No
I gave a general overview of the job.		
I provided financial and benefit information.		
We discussed the hours needed.		
Information Requested	Yes	No
I asked the applicant to bring:		
• Employment references		
• Personal references		
• A copy of the completed application from payroll agent		
• Copy of driver's license		
• Other:		
Personal interview scheduled for (day, place, time):		
Overall Impressions: What did I think about the applicant?		

Interviewing and Selecting Your Direct Support Worker (DSW)

In the previous section, we prepared for the face-to-face interview by screening the applicants. Now you are ready to meet and interview the applicants!

Guidelines for Interviewing Face-to-Face

- Be safe.
 - ◆ Hold the interview in a location that is safe for you. Your local church, apartment building or community library may have rooms available for you to conduct interviews.
 - ◆ You can invite a friend to sit in. In addition to safety concerns, having a second person is a good idea because that person may notice things during the interview that you do not.
- Setting the tone of the interview.
 - ◆ First impressions are important. Show that you are a capable individual able to direct your own services.
 - ◆ If you have a friend present, make sure it is clear that you are the interviewer.
 - ◆ Think about the location of the interview.
 - ◆ Dress comfortably, but be sure you look like an employer, someone who knows what you want.
 - ◆ Sit facing the applicant so that you can observe eye contact and body language.
 - ◆ Eliminate distractions
- What if you are nervous?
 - ◆ It is natural to feel nervous when interviewing.
 - ◆ The applicant is probably nervous, too.
 - ◆ Being prepared for the interview may lower your anxiety level.
 - ◆ Having a friend or family member with you may help calm your nerves.
- Be prepared. Before the interview, make sure you have:
 - ◆ The job description.
 - ◆ Information about your needs or your disability.
 - ◆ Information about special equipment you use.
 - ◆ Ways to record your impressions (write them yourself, have a tape recorder or ask a friend to act as a recorder). Taking notes on each applicant during the interview will help you remember their answers. This is important if you are talking with several applicants.
 - ◆ A list of the interview questions you will ask.

What To Do When the Applicant Arrives

Find out as much as you can about each applicant. You will be making a decision to hire someone based on just a few contacts, references and background checks. It is important to make the interview matter. Your health, safety and well-being are dependent upon the choice you make.

- Check them out.
 - ◆ Do they look neat, clean and presentable?
 - ◆ Do they seem comfortable around you?
 - ◆ Do you feel comfortable around them?
- Make the applicant feel comfortable. You can ask, "Did you have any trouble finding the location?" or "Isn't this a beautiful, sunny day?" A discussion about the weather is always safe and helps people relax.
- Have a conversation about past work experience.
 - ◆ What are their employment patterns? (Are there frequent job changes?)
 - ◆ Do you notice any gaps in employment (any time period of over one or two months)? If so, ask for more details. Are they elusive or do they dodge questions about their education or former employers?
- Explain your needs or disability, as far as you feel comfortable.

- Give information that would be important for someone to understand if she or he was helping you.
- Review the duties on your job description.
- Ask the interview questions. Your interview questions will help you learn more about the applicant. A few specific questions may help you decide if the applicant has the skills they need to work for you. Try asking questions the applicant can answer with real examples of their experience in the areas that are important to you. This will help you get more information that you can with simple “yes” or “no” questions.
- For example, don’t ask “*Can you cook?*” instead, ask:
 - ◆ “*What is the last meal you cooked?*”
 - ◆ “*What is your favorite dish to cook?*”
 - ◆ “*Tell me how you make fried chicken.*”
 - ◆ “*I am diabetic. Are you familiar with diabetic dietary needs?*”

Be sure to write down the answers. Remember to ask someone to write for you if you want help. Have a method for recording responses. You might use something like the Interview Notes and Interview Impressions Worksheets on the next two pages. You may want to make notes after each question so you remember what the applicant said and compare answers. You may also want to write down other impressions during the interview or right after the interview.

After you have completed your interview questions, ask applicants whether they have any questions. You can learn a lot about how well your applicants understand your needs by the questions they ask.

Be Sure to Discuss:

- Duties and responsibilities of the job
- Specific hours and days of work
- Arranged time off
- How the DSW will be trained
- How their performance will be evaluated
- How complaints/concerns will be handled
- How much notice is expected from the DSW and employer for termination of services
- Whether the working relationship will be formal or informal
 - ◆ A formal working relationship might mean that you prefer a set schedule of when your DSW comes to work and a set list of tasks.
 - ◆ An informal working relationship might mean that when your DSW arrives you will then decide the schedule for the day

Things To Look Out For.....

- An applicant who:
 - ◆ Is rude
 - ◆ Is late
 - ◆ Discloses confidential information about previous employer(s)
 - ◆ Takes control of the interview
 - ◆ Expresses sympathy, being overly considerate or hypersensitive
 - ◆ Smells of alcohol
 - ◆ Has greasy hair, dirty fingernails, appears unclean
 - ◆ Stares or makes prolonged eye contact
 - ◆ Makes little eye contact (keep in mind it might mean the person is shy or from a culture that finds too much eye contact disrespectful)

- ◆ Begins the interview by telling you all the things he/she cannot do or all the times he/she cannot work
- ◆ Has no references (even someone who just moved here should have friends or previous employers elsewhere)
- ◆ Says he/she just really needs a job and will take anything for now
- ◆ Looks to the non-disabled person in the room for instructions and approval

Avoid These Interviewing Mistakes

- Do not talk too much. The more the applicant is able to talk to you, the more you can learn about them.
- Do not fail to follow up with related questions. For example, if the applicant tells you they have had training, ask for more details. Where did they get this training and how long did the training last? What did they learn from the training that can be applied to this job?

Sample Interview Questions

Below are some sample interview questions. Pick and choose the ones you want to ask. Try to think of any questions not on this list that could fit your particular situation. You will want to ask questions that link back to the job description you developed.

- Tell me a little about yourself.
- Tell me about your experience working with people with disabilities.
- What do you like best and least about the work you have done in the past?
- Background checks for DSWs are mandatory. Is there anything that you believe would come back on a background check that would prevent you from being employed in this position?
- Are you available for additional hours? How much notice would you need if I need extra help?
- Are you comfortable using assistive technology or other durable medical equipment?
- Are you able to think quickly on your feet? Give me some examples.
- How do you handle differences of opinion with an employer? Can you give me an example?
- How do you handle constructive criticism? Give me an example, if possible.
- How do you deal with another person's anger or frustration?
- Do you feel comfortable assisting with bowel or bladder routines?
- I need a driver with a clean driving record. Tell me about yours.
- Can you drive a vehicle with a stick shift?
- Do you have experience driving a full-sized van with a high top?
- Do you have experience with city or long-distance driving?
- Are you available for out of town travel? Would your schedule allow you to stay somewhere overnight? How much advance notice would you need?
- Describe your best qualities.
- Do you prefer/require lots of supervision, or just a task list?
- Have you ever been fired from a job? If so, why?
- Do you have any questions/concerns about the job?
- Is there anything on my list of duties you cannot provide?
- If selected for this position, when could you start work?

Questions You Cannot Ask In An Interview

- How old are you?
- What is your native language?
- Are you married?
- Do you have any children?

- Have you ever been arrested?
- Do you belong to any religious affiliations?
- Do you belong to any clubs or organizations?
- What is your credit rating?
- Do you own or rent your home?
- Do you own a car?
- In what country were you born?
- Do you have any addictions?
- What is your star sign?
- Do you have a disability or medical condition?
- What is your political affiliation?
- What are your family members' names?
- What is your race?
- Where are your family members employed?

Interview Impressions of DSW Applicant

Write the applicant's name and the date of the interview on the top of the Interview Impressions Worksheet. Circle "Yes" or "No" to the "Impressions" you get from the applicant. There are some suggestions listed but add your own to the list.

Applicant Name:		Date:
Arrived on time?	Yes	No
Looked neat and clean?	Yes	No
Listened to me and tried to understand me?	Yes	No
Seemed comfortable with me?	Yes	No
I was comfortable with this person	Yes	No
Was respectful to me?	Yes	No
Has own phone?	Yes	No
Reliable transportation?	Yes	No
Seemed to understand the job duties?	Yes	No
Talked too much?	Yes	No
I would hire this person?	Yes	No
	Yes	No
	Yes	No

DSW Interview Questions and Answers/Notes

Applicant Name:	Date:
Interview Questions	Answers/Notes

Realistic Job Preview and the “Look-See”

A realistic job preview helps the applicant avoid having to say later, “If I had known what I was getting into I would never have taken this job.” A job preview includes information about the actual work the DSW will do. Include positive and fun aspects as well as the difficult or unpleasant tasks to help the applicant understand the actual job tasks you need done. By giving the applicant the information they need to understand the job, your DSW will be less likely to quit when a better opportunity becomes available.

If you interviewed the applicants in a public place, at some point you may want to tell them the area in which you live so they can decide if the location is going to work for them. If you are interviewing for someone else, now may be the time to introduce the applicant and the person with a disability to help decide if the job and the applicant are a good match.

Narrowing Down the Candidates

Once you have completed all of your interviews, you will be ready to choose your top candidates. Review the answers the applicants gave you to the interview questions along with any personal notes you may have made to yourself. If you had a friend or family member with you during the interviews, compare notes with him/her.

The next step is to check references.

Employment Contingent on Reference Check

Checking employment and personal references is a very important part of the interview process. You can check employment references before or after the initial interview. **NEVER** hire someone before checking their references. You can offer the job to your top applicant but tell them the offer is only available after satisfactory reference and background checks.

References can give you a much clearer picture of the applicant’s work history and background. Remember, past employers may legally answer only certain questions about past employees.

You should always check references of someone you are planning to hire, even if you think you know the person well. You can either call or write for a reference. You may find it easier and faster to phone, although many employers require a written request with a signed release of information by the applicant. Even with a signed request, many employers will only tell you the dates that a person worked for them and if they are eligible for re-hire.

If an applicant has asked you not to contact his/her current employer, please respect this as the employer may not know about the interview. Remember to ask the applicant for another employment reference for you to contact.

Questions To Ask Previous Employers

Some possible reference questions for previous employers would be:

- “Would you hire this person again?”
- “Was this person reliable, did he or she show up on time?”
- “They said they worked for your company from _____ to _____ (dates). Are these accurate dates of employment?”

Checking Personal References

Personal references, on the other hand, are often willing to talk to you on the phone, and will often provide detailed information. Be sure to get personal references from appropriate people. Talking with someone's spouse, parent or best friend is not always the most objective reference. You may want to talk to a co-worker, a teacher, a supervisor or other person who knows them.

Personal reference questions:

- *"How long have you known this person?"*
- *"What is your relationship with this person?"*
- *"Would you recommend this person to provide personal care assistance services?"*

Compare Reference Responses to Applicant Information

Once you have checked both employment and personal references for all of the applicants you have chosen, you should compare this information with the information you received from the applicant.

- Look for any differences in the information they gave you. If a reference states a reason why the applicant can or cannot do the job, consider this information.
- Remember to trust your own initial instincts as well.
- Refer back to the notes you made to yourself during the interview so you will not forget the impression each person made on you.

We have included a Personal or Employment Reference Form on the next page that you can use for a personal and an employment reference. It can be used for either a telephone or a mail reference check. There may be questions you want to add. Looking at this form can help you create your own form.

Personal or Employment Reference Release Form

Name of Reference: _____

Address: _____

Telephone Number: _____

Circle one: Personal Reference Employment Reference

**I, _____ (Name of Applicant), give
permission for the above named person to provide reference
information regarding my possible employment.**

Signature of Applicant

Date

Date _____

Dear _____,

_____ (Name of Applicant) has applied for a position with me as a personal care assistant. This will involve assisting me with tasks of daily living and housekeeping chores.

1. Can you tell me when the applicant worked for you?
2. What was his/her job title? What were his/her job duties?
3. What can you tell me about his/her job performance?
4. Was he/she on time to work? Were there any problems with not showing up or taking too much time off?

5. Do you consider him/her to be an honest person?

6. How well did he/she take supervision and/or criticism?

7. Would you recommend him/her for a personal care assistant job? Why or why not?

8. Would you rehire this person?

Name of person providing information (please print):

_____ **Date**_____

Background Check Requirements for All Direct Support Workers

The Kansas Department for Aging and Disability Services (KDADS) requires that **all** Direct Support Workers must undergo and pass certain background checks in order to be eligible to provide any Medicaid funded services. Also, KDADS requires new background checks be conducted every two years.

The following background checks are required:

- Kansas Bureau of Investigations
- Kansas Department for Aging and Disability Services - Survey, Certification, and Credentialing Commission for Findings of Abuse, Neglect or Exploitation
- Driver's License Records through the Kansas Department of Revenue
- Department for Children and Families – Adult Abuse, Neglect, and Exploitation (ANE) Central Registry
- Department for Children and Families – Child Abuse and Neglect Central Registry
- Kansas State Board of Nursing
- Office of Inspector General

DSWs cannot work **until all background checks have been returned** and the State of Kansas has determined that the DSW applicant is eligible to provide Home and Community Based Services.

There is a \$25.00 fee to be paid to RCIL before the background checks can be submitted to the appropriate agencies for the potential DSW.

Payment Options for Background Checks:

- **Money order or cashier's check payable to RCIL in the amount of \$25.00**
- **To pay by credit card call RCIL at 1-800-580-7245 or go online to www.rcilinc.org and look for "Pay Background Checks Fee".**
- **Personal checks or cash will not be accepted.**
- **Payment for the background checks must be received before the background checks are conducted.**

Please note – This background check policy is in the Kansas' Medicaid Waiver program approved by the US Federal Agency "Centers for Medicare and Medicaid Services". This is not RCIL's policy. All FMS providers are required to conduct the same background checks. Eligibility is determined by the state agency providing the background check, not RCIL.

For a complete list of prohibited offenses, including statute numbers go to:
<http://rcilinc.org/wp-content/uploads/2019/02/2019-offenses.pdf> or call 1-800-580-7245.

Be sure your new employee understands that if any of their background checks come back as "Employment Prohibited", their employment will be terminated immediately.

Setting the DSW Wage

Once you have made a decision on who to hire, you need to determine the DSW hourly pay wage. The wage “range” for your DSW(s) is dependent on many different factors including: the waiver you receive services on, the specific services you are approved to receive (Personal Care Services, ECS/Sleep Cycle Support, etc.), the amount of services you are approved to receive and the number of DSWs you employ. Please contact the RCIL Payroll Department for assistance in determining the wage range you have available to you.

Making the Offer

After you have considered everything and made your top choice(s), you are prepared to call and offer him/her the position if his/her references check out and the criminal background check comes back with no prohibitions. Once you have made your decision, call and offer the job to the person you want to work for you. You might want to offer the job to your top applicant and give him or her a “night to sleep on it.”

- Encouraging the applicant to take one more day to think about accepting the DSW job gives them another chance to make a decision that is right for them. If the person changes their mind from one day to the next, then maybe it isn’t the right job for them. The applicant who is really interested will still be interested on the next day.

The time you spend before hiring your DSW will likely pay off after the hire. The best match comes when the Direct Support Worker likes the job and the people he or she works with. Feeling valued, enjoying the people in the environment and having respect for each other and the job contributes to loyalty and commitment between you and your DSW.

Self-Direction Toolkit

A group of stakeholders developed a guide to self-directing services called the Kansas Personal Assistance Supports and Services (K-PASS) toolkit. This is a guide to help people learn more about the expectations and planning involved in directing their personal care services. For more information, follow the website listed here.

- Resource link: ://www.kancare.ks.gov/docs/default-source/work/the-kansas-self-direction-toolkit.pdf?sfvrsn=97ef511b_7v

Complete the Necessary Paperwork

After you have offered a job to a new person and they accept, all of the necessary paperwork must be completed before they can begin work. Set up a time when you can meet. You will need to obtain the forms (Direct Support to complete from RCIL, your FMS provider. RCIL can, and will, assist you and your Direct Support Worker in completing the paperwork, if requested. If you have questions or need assistance, contact the Information and Assistance Coordinator at RCIL.

If the DSW has questions about job responsibilities, paperwork or RCIL’s policies and procedures, they should ask the Consumer/Managing Employer or contact RCIL. The DSW should also receive training from the Consumer/Managing Employer regarding the household, task training and scheduling.

Keep Names and Phone Numbers of Your Top Choices

You may want to keep a list of names and numbers of your other top choices and ask them if they would be willing to work as a back-up DSW. This list could also be useful if the DSWs you hire do not work out for some reason. You could refer to your list for a replacement DSW. You may ask if they would be interested in a “back-up” or “emergency” situation.

Much of the information contained in this section is either from this K-PASS Self-Direction Tool Kit or is similar to the information contained in the K-PASS Self-Direction Tool Kit.

AuthentiCare® Kansas / EVV

AuthentiCare® Kansas and the EVV (Electronic Visitor Verification) is a state mandated system that requires Direct Support Workers to check-in and check-out when working for the Consumer. The system collects time and attendance information for waived services provided as well as activities completed for the Consumer during that work period.

Once the DSW has completed the Direct Support Worker Packet, submitted the required documentation to RCIL and passed the required background checks for their specific waiver, an identification code is assigned to the DSW for AuthentiCare® Kansas for their use when accessing the EVV system.

Instructions for Using the AuthentiCare® Kansas / EVV System

Instructions to Check-In

1. Dial 1-800-903-4676 from the Consumer's authorized touch-tone phone.
2. Enter your DSW identification number (ID number) followed by the pound (#) sign when prompted.
3. Press 1 for Check-in.
4. You will then hear the name of the Consumer you are there to serve. If it is correct, press 1. If the AuthentiCare® Kansas / EVV system does not recognize the phone number you are calling from, call the RCIL Payroll Help Desk at 1-877-929-7655 and ask to speak to an EVV Specialist.
5. You will hear a list of services available for the consumer and be asked to choose the one you are there to perform by pressing the appropriate number on the phone keypad. If you do not hear the service you are there to provide, press # and you will hear additional services. If the service you provide is listed in the second set of services (after you have pushed the #), you can immediately push # to skip the first list of services.
6. AuthentiCare® Kansas / EVV System will then repeat back your name, the FMS provider's name, the consumer's name and the service to be provided. If this is all correct, press 1. If the information is not correct, press 2 and you will be able to correct the information before you finish the call.
7. If the information is correct, you will be told that the check-in was successful at (states the time). At this point you will be instructed to press 2 to end the call.

Instructions to Check-Out

1. Dial 1-800-903-4676 from the Consumer's authorized touch-tone phone.
2. Enter your worker ID number, followed by the pound (#) sign when prompted.
3. Press 2 for check-out.
4. If you failed to check-in, or if the EVV system does not recognize the phone number you are calling from, you will need to call the RCIL Payroll Help Desk at 1-877-929-7655 and ask to speak to the EVV Specialist.
5. Some services will require the entry of activity codes. You will be prompted to enter the activity codes one at a time. After the entry of each code, press the pound (#) sign. AuthentiCare® Kansas / EVV System reads the activity code, asks you to confirm if it is correct and then asks you to enter the next activity code, if needed. Once you have entered all activity codes, press 8 to continue to the next step. **You should only enter codes for services and activities that the Consumer has been approved to receive.**
6. AuthentiCare® Kansas / EVV System will repeat back your name, the FMS provider's name, the consumer's name and the service you provided. If this is all correct, press 1. If the information is not correct, press 2 and you will be able to correct the information before you finish the call.
7. If the information was correct, you will be told that you have successfully completed your check-out and the check-out time. Press 2 to end your call.

Waiver & Activity/Service Codes

PD Waiver

WAIVER & ACTIVITY/SERVICE CODES

PD WAIVER

(Physically Disabled)

Call 1-800-903-4676 to check-in and check-out.

Available PD Service Codes	
Personal Assistant Services	Press 1
Sleep Cycle Support	Press 2

Service	Activity	Code
T1019 & S5126	Bathing	11
T1019 & S5126	Dressing	12
T1019 & S5126	Oral Hygiene	13
T1019 & S5126	Hair Care	14
T1019 & S5126	Skin Care	15
T1019 & S5126	Nail Care	16
T1019 & S5126	Shaving	17
T1019 & S5126	Prosthetic/Orthotic Assistance	18
T1019 & S5126	Toileting	19
T1019 & S5126	Transfer	20
T1019 & S5126	Walking/Mobility	21
T1019 & S5126	Wheelchair Maneuvering	22
T1019 & S5126	Eating	23
T1019 & S5126	Meal Planning/Preparation/Clean-Up	24
T1019 & S5126	Shopping and Errands	25
T1019 & S5126	Medications/Treatments	26
T1019 & S5126	Transportation	27
T1019 & S5126	Use of Telephone	28
T1019 & S5126	Laundry	29
T1019 & S5126	Housekeeping	30
T1019 & S5126	Minor Sewing/Mending	31
T1019 & S5126	Exercise/range of motion activities	32
T1019 & S5126	Other Health Maintenance Activities	33
T1019 & S5126	Assistance in the community	34
T1019 & S5126	Non-Physical Support/Supervision to Assure Health and Safety	35
T1019 & S5126	Money Management	38
T1019 & S5126	Teaching Opportunities That May Include Therapeutic or Academic Components	39
T1019 & S5126	Leisure and/or Recreational Activities	40

If you have any questions call the RCIL EVV specialist at 1-877-929-7655.

The Consumer may not be approved for all of the activities listed above. Approved activities are listed on the Plan Of Care that was developed between the Consumer and their Case Coordinator. It is important that DSWs only perform the activities for which the Consumer are approved and only enter the activities that were actually performed each day.

TBI Waiver

WAIVER & ACTIVITY/SERVICE CODES

TBI WAIVER

(Traumatic Brain Injury)

Call 1-800-903-4676 to check-in and check-out.

Available TBI Service Codes	
Personal Assistant Services	Press 1
Sleep Cycle Support	Press 2

Service	Activity	Code
T1019 & S5126	Bathing	11
T1019 & S5126	Dressing	12
T1019 & S5126	Oral Hygiene	13
T1019 & S5126	Hair Care	14
T1019 & S5126	Skin Care	15
T1019 & S5126	Nail Care	16
T1019 & S5126	Shaving	17
T1019 & S5126	Prosthetic/Orthotic Assistance	18
T1019 & S5126	Toileting	19
T1019 & S5126	Transfer	20
T1019 & S5126	Walking/Mobility	21
T1019 & S5126	Wheelchair Maneuvering	22
T1019 & S5126	Eating	23
T1019 & S5126	Meal Planning/Preparation/Clean-Up	24
T1019 & S5126	Shopping and Errands	25
T1019 & S5126	Medications/Treatments	26
T1019 & S5126	Transportation	27
T1019 & S5126	Use of Telephone	28
T1019 & S5126	Laundry	29
T1019 & S5126	Housekeeping	30
T1019 & S5126	Minor Sewing/Mending	31
T1019 & S5126	Exercise/range of motion activities	32
T1019 & S5126	Other Health Maintenance Activities	33
T1019 & S5126	Assistance in the community	34
T1019 & S5126	Non-Physical Support/Supervision to Assure Health and Safety	35
T1019 & S5126	Money Management	38
T1019 & S5126	Leisure and/or Recreational Activities	40

If you have any questions call the RCIL EVV specialist at 1-877-929-7655.

The Consumer may not be approved for all of the activities listed above. Approved activities are listed on the Plan Of Care that was developed between the Consumer and their Case Coordinator. It is important that DSWs only perform the activities for which the Consumer are approved and only enter the activities that were actually performed each day.

3/4/2015

FE Waiver

WAIVER & ACTIVITY/SERVICE CODES

FE WAIVER

(Frail and Elderly Waiver)

Call 1-800-903-4676 to check-in and check-out.

RCIL Does Not Offer Level 2 Attendant Care **DO NOT PRESS 1**

Available FE Service Codes

Self Directed Attendant Care	Press 2
Sleep Cycle Support	Press 8

Service	Activity	Code
S5125, S5125 UD & S5130	Bathing/Grooming	70
S5125, S5125 UD & S5130	Dressing/Undressing	71
S5125, S5125 UD & S5130	Toileting	72
S5125, S5125 UD & S5130	Mobility	73
S5125, S5125 UD & S5130	Eating	74
S5125, S5125 UD & S5130	Meal Preparation	75
S5125, S5125 UD & S5130	Shopping	76
S5125, S5125 UD & S5130	Accompanying to Medical Appointment	77
S5125, S5125 UD & S5130	Laundry/Housekeeping	78
S5125, S5125 UD & S5130	Management of Meds/Treatments	79

If you have any questions call the RCIL EVV specialist at 1-877-929-7655.

The Consumer may not be approved for all of the activities listed above. Approved activities are listed on the Plan Of Care that was developed between the Consumer and their Case Coordinator. It is important that DSWs only perform the activities for which the Consumer are approved and only enter the activities that were actually performed each day.

3/4/2015

IDD Waiver

WAIVER & ACTIVITY/SERVICE CODES

IDD WAIVER

(Intellectual/Developmental Disability)

Call 1-800-903-4676 to check-in and check-out.

Available IDD Service Codes

Personal Assistant Services	Press 1	Overnight Respite	Press 3
Sleep Cycle Support	Press 2		

Service	Activity	Code
T1019 & S5126	Bathing	11
T1019 & S5126	Dressing	12
T1019 & S5126	Oral Hygiene	13
T1019 & S5126	Hair Care	14
T1019 & S5126	Skin Care	15
T1019 & S5126	Nail Care	16
T1019 & S5126	Shaving	17
T1019 & S5126	Prosthetic/Orthotic Assistance	18
T1019 & S5126	Toileting	19
T1019 & S5126	Transfer	20
T1019 & S5126	Walking/Mobility	21
T1019 & S5126	Wheelchair Maneuvering	22
T1019 & S5126	Eating	23
T1019 & S5126	Meal Planning/Preparation/Clean-Up	24
T1019 & S5126	Shopping and Errands	25
T1019 & S5126	Medications/Treatments	26
T1019 & S5126	Transportation	27
T1019 & S5126	Use of Telephone	28
T1019 & S5126	Laundry	29
T1019 & S5126	Housekeeping	30
T1019 & S5126	Minor Sewing/Mending	31
T1019 & S5126	Exercise/range of motion activities	32
T1019 & S5126	Other Health Maintenance Activities	33
T1019 & S5126	Assistance in the community	34
T1019 & S5126	Non-Physical Support/Supervision to Assure Health and Safety	35
T1019 & S5126	Retainer Services	36
T1019 & S5126	DSW Training	37
T1019 & S5126	Money Management	38
T1019 & S5126	Teaching Opportunities That May Include Therapeutic or Academic Components	39
T1019 & S5126	Leisure and/or Recreational Activities	40

If you have any questions call the RCIL EVV specialist at 1-877-929-7655.

The Consumer may not be approved for all of the activities listed above. Approved activities are listed on the Plan Of Care that was developed between the Consumer and their Case Coordinator. It is important that DSWs only perform the activities for which the Consumer are approved and only enter the activities that were actually performed each day.

3/4/2015

TA Waiver

WAIVER & ACTIVITY/SERVICE CODES

TA Waiver

(Technology Assisted)

Call 1-800-903-4676 to check-in and check-out.

Available TA Service Codes

Personal Service Attendant

Press 1

Service	Activity	Code
T1019	Lifting/Body Mechanics/Transfer/Position	41
T1019	Dressing/Bathing/Hair/Oral/Skin/Nail	42
T1019	Diet/Nutrition/Prep/Clean-up	43
T1019	Toileting/Diapering/Personal Adjustment	44
T1019	Housekeeping/Laundry	45
T1019	Ambulation Technique Assistance	46
T1019	Medication Administration	47
T1019	Oxygen Administration	48
T1019	CPR/First Aid	49
T1019	Emergency Procedures	50
T1019	Tracheotomy Care	51
T1019	Seizure Control	52
T1019	Infection Control	53
T1019	Suction Machine Use	54
T1019	Glucometer Use	55
T1019	Vital Sign Monitoring	56
T1019	NG/GT/NJ feeding and Care	57
T1019	Catheter Care/Recording Input & Output	58
T1019	Enema/Suppository Insertion	59
T1019	Range of Motion Exercises	60
T1019	Documentation/Record Keeping	61
T1019	Recreation/Socialization	62
T1019	Transportation	63
T1019	Hearing Impaired Assistance	64
T1019	Visually Impaired Assistance	65
T1019	Communication Technique Assistance	66
T1019	Behavior Modification Technique Assistance	67
T1019	Other	68

If you have any questions call the RCIL EVV specialist at 1-877-929-7655.

The Consumer may not be approved for all of the activities listed above. Approved activities are listed on the Plan Of Care that was developed between the Consumer and their Case Coordinator. It is important that DSWs only perform the activities for which the Consumer are approved and only enter the activities that were actually performed each day.

3/4/2015

Frequently Asked Questions for AuthentiCare® Kansas / EVV System for DSWs

If you have any issues or questions when using the AuthentiCare® Kansas / EVV System, call the RCIL Payroll Help Desk at 1-877-929-7655 and speak to an EVV Specialist.

I am the DSW. What do I do if.....

I do not remember how to check in?	When you are ready to begin work each day, call into the AuthentiCare® Kansas / EVV System to “check-in” using the instructions on the previous page.
I do not remember what to do to check out?	When you finish work, follow the instructions listed above to “check-out” for this work shift. For most services, but not all services, you will need to enter the Activity Codes for the activities you provided for the Consumer. A list of the Activity Codes for each waiver is included in this manual. You will be prompted to enter the Activity Codes if required for the service you provided.
The phone number I am calling out on is a blocked number?	You will need to dial *82 and then 1-800-903-4676 when calling the AuthentiCare®KS system.
I forget my worker ID #	Call the RCIL Payroll Help Desk. They have your worker ID on file. RCIL will only give the ID number to the worker
The AuthentiCare System asks for the Client ID number?	Contact the RCIL Payroll Help Desk. You most likely are trying to check in or check out using an unauthorized phone number for the Consumer.
I checked in but forgot to check out?	Call the RCIL Payroll Help Desk. Let the EVV Specialist know the name of the Consumer you were working for, the time you completed work and the activity codes, if applicable. The Consumer will need to verify your check out time and activity codes.
I forgot to check in?	If you are near the beginning of your visit, go ahead and check in using the EVV system. Then call the RCIL Payroll Help Desk and tell the EVV Specialist that you checked in late and what time you started work. If you do not remember until the end of your visit, go ahead and check out when you finish working. Call the RCIL Payroll Help Desk

	when you are still with the consumer and tell the EVV Specialist that you forgot to check in and what time you began working for the Consumer. The Consumer will need to verify your check in time.
I forgot to check in and check out?	I forgot to check in and check out? Call the RCIL Payroll Help Desk and explain what happened. A Verification of Time Worked form will be prepared and sent to the Consumer to be completed.
I am in the process of checking in or checking out and realize I have made a mistake?	The AuthentiCare Kansas/EVV System will let you change the information before you complete the check in and check out process.
I have already checked in and checked out and realize I made a mistake?	Call the RCIL Payroll Help Desk and explain what happened to an EVV Specialist. The Consumer will need to confirm any changes made to your claim.
The Consumer does not have a touchtone phone, refuses to let me use the phone or their phone does not work.	Call the RCIL Payroll Help Desk and speak to an EVV Specialist. The Kansas Department of Aging and Disability Services requires that the DSW be able to use the AuthentiCare Kansas/EVV System. An alternate solution might be that the DSW install the AuthentiCare 2.0 Mobile Application onto their phone. Call RCIL and ask to speak to someone regarding the AuthentiCare Mobile App. See the section on the AuthentiCare 2.0 Mobile App in this handbook for more information.
I work for two Consumers that live in the same household?	If consumers are married or live in the same household, they can use the same phone number. The system will ask the DSW which Consumer will be receiving services. The DSW will need to check in for one consumer and then check out before working for the other spouse or Consumer. For example, if the DSW is claiming 4 hours for the day; 2 for the wife and 2 for the husband, they will clock in and choose one person, complete the two hours and then clock out. They will then be able to check in on the same call for the spouse or the other Consumer. They will not be able to work for both without clocking in and out for each one of the Consumers.
I live in the same residence and provide care intermittently during the day?	The Managed Care Organization's care coordinator has determined how much of the Consumer's care can be paid services. Since the care is intermittent, you can clock in at some point during the day and then clock out when the approved time

	<p>has ended. For example, if the Consumer was approved for 21 hours per week, the DSW could clock in and then clock out 3 hours later for each day of the week. It does not have to be an equal amount each day but you do need to be careful not to exceed the approved time on the Plan of Care for each day, week or month, depending on how the Plan of Care is written. If you have any questions on how your Plan of Care is written, please contact your MCO care coordinator or our Payroll Help Desk for assistance.</p>
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AuthentiCare Mobile Application

The AuthentiCare provider offers an Android and an iOS mobile application (app) for the DSW's smart phone as an alternate method for workers to check in/check out. The mobile app uses GPS technology to validate and process the check ins/check outs of a Consumer's service visits.

The mobile app is downloaded onto the DSW's smart phone and is used to check in/check out and record the activities performed for the Consumer instead of using the Consumer's authorized phone to call the AuthentiCare Interactive Voice Response (IVR). The mobile app is available in English and Spanish and provides the same capabilities as using the Interactive Voice Response (IVR) with the Consumer's phone. This is especially useful when the Consumer does not consistently have a phone available for the DSW to use to check in/check out. Contact the RCIL Payroll Help Desk and ask to speak to someone about the AuthentiCare mobile app for additional information or to get set up to use the mobile app on the DSW's phone. There are some restrictions on both the Android and the iOS on how new the operating system on the phone must be in order to use the mobile app.

Frequently Asked Questions

What is an “Employer Verification of Time Worked” (VOTW) form and when is it used?

While every effort should be made to always use the AuthentiCare KS system to check in and check out, there may be times where one of the entries is missing. We encourage the Consumer and DSW to call the RCIL Help Desk and confirm if there are any missing entries so they can be corrected timely and cause no delay in payment to the DSW. If the date with missing entries is past three working days, an Employer Verification of Time Worked (VOTW) form will be mailed, emailed, or faxed to the Consumer. The VOTW form will have the Consumer's name, the DSW's name and the dates entered on the VOTW form for the days that have missing entries. The DSW and the Consumer are to enter the missing check in or check out information along with the activity codes of services provided, if applicable, provide a reason why there were missing entries and both the Consumer and the DSW must sign, date the form and return it to RCIL.

This process most generally results in the pay being delayed. No time will be paid without a completed VOTW form if both the check in and the check out are missing. **If more than one day is missing both a check in and a check out time, RCIL may require the Consumer/DSW to submit the information in writing to RCIL to prepare the VOTW form.**

If you feel there is an issue with the AuthentiCare KS system that has prevented you from checking in or checking out, call the RCIL Payroll Help Desk at 1-877-929-7655 and speak to an EVV Specialist. **If it is before 8:00 am or after 4:00 pm, or on the weekends, leave a message on the voice mailbox with your name, the name of the Consumer, a telephone number that you can be reached and the time you should have checked in or checked out. The EVV Specialist will call and confirm time worked with the Consumer and may be able to add that entry for you.**

No timesheets or Employer Verification of Time Worked forms copied by the Consumer/DSW will be accepted for payment. Only Employer Verification of Time Worked forms generated by the RCIL Payroll Department will be accepted for payment.

Employer Verification of Time Worked forms should be returned timely but must be received by RCIL within 60 days of the service date to be paid. If the Employer Verification of Time Worked form is received after 12:00 pm (noon) on Monday, it will be processed with the following week's payroll.

No Employer Verification of Time Worked forms will be sent for any time worked before the DSW has been hired.

When the DSW calls in to the AuthentiCare® Kansas / EVV System, it asks them to enter my “beneficiary number.” Should I give the DSW my beneficiary number?

No. If the EVV System is asking for a “beneficiary number”, it's because your DSW is calling from an unauthorized phone number and the system does not recognize the number. You should contact the RCIL Help Desk to confirm your authorized phone number and make any changes, if necessary. We do not recommend that you give your DSW your “beneficiary number.”

How do my DSWs report their time if I do not have a landline or cell phone?

The Kansas Department of Aging and Disability Services Financial Services Manual Consumer-Directed Services and Supports states:

Section IV D.9.a.a)a) “DSWs are required to use of AuthentiCare®KS for reporting of time and attendance.”

Section IV D.9.a.3. “Consumers who choose to Consumer-direct his/her services must comply with the required use of the IVR system for DSWs to submit time worked, including having the ability and equipment needed to utilize the system.”

Section IV D.9.a.3.b) “A Consumer’s failure to comply with program requirement will be at risk for involuntary termination of Consumer-direction opportunity.”

Check in and check out sometimes takes a few minutes. What time will I be checked in and out?

Check in times are posted at the beginning of the call. Check out times are posted at the end of the call.

When can the DSW begin working for the Consumer?

The DSW can only begin working for the Consumer after they have submitted their DSW packet to RCIL **and the DSW is notified by RCIL that they can begin to work.** The DSW is provided with their EVV worker ID number when they are notified by RCIL they can begin working. No time worked will be paid by RCIL before the “hire date” which is the date RCIL notifies the DSW they can begin working for the consumer and provides the worker with their ID number.

A DSW is hired and working for a Consumer through RCIL but they want to work for another Consumer. Can they just start working for the new Consumer since they already have a worker ID number for RCIL?

No, even though a DSW already works for a Consumer through RCIL and has a worker ID number, they must be hired for each individual Consumer. Each Consumer with RCIL is their own employer. However, there is a shortened DSW hire packet for a DSW that already works for a Consumer through RCIL.

Will a DSW have a worker identification number for each Consumer?

It depends. Worker ID’s are assigned by the FMS provider, not by Consumer. DSWs will have only one worker ID number for RCIL, but could have another worker ID number if they also provide services for another Consumer that receives FMS through a different FMS provider.

How do I send in my identification documents for my Employment Eligibility Verification (Form I-9)?

If you copy your identification documents (driver’s license, Social Security card, passport, birth certificate, etc.), please make sure the documents are legible. They often need to be enlarged and sometimes lightened.

When do I get paid?

RCIL pays DSWs weekly on Fridays. DSWs are paid for time worked after your packet is complete, processed and you have been notified by RCIL that you can begin working. Time worked is first paid two weeks after the pay period worked. For example: If time worked was

for Sunday, January 1 through Saturday, January 7, you will be paid for that time on Friday, January 20. After that initial pay day, you should be paid each Friday if you continue to work.

How many hours am I allowed to work?

Your Consumer should have documentation from the MCO with the number of hours and services they have been authorized by the MCO to receive. If not, the Consumer can contact their MCO care coordinator for this information or call RCIL and we can provide the most recent authorizations we have from your MCO care coordinator.

What is considered a “work week” or “payroll week”?

A work week or payroll week follows a calendar week beginning at 12:00 am (midnight) on Sunday and ending at 11:59 pm on Saturday.

How do I get paid?

There are options for how you can receive your wage payments:

- Direct deposited into your personal checking or savings account
- Direct deposited onto any pay card with a routing number and account number
- Wisely Pay Card. The form is located in the DSW hire packet.

How long does it take for my check to be direct deposited? How do I receive paystubs?

Once your DSW packet is complete, it can take up to three weeks for your check to be directed deposited into your personal checking or savings account. Pay cards or the Wisely Pay Card are usually directly deposited on your first payroll. In the meantime, you will receive a paper check by mail until the direct deposit takes effect. These paper checks are mailed on Fridays, the same day the direct deposits are made. Paystubs can either be emailed weekly or mailed monthly. You may need to authorize emails from RCIL to your email account. Otherwise, check your Spam or Junk Mail email for your paystubs.

Durable Power of Attorney, Power of Attorney, Guardian, Conservator or Authorized Representative

If the Consumer has a Durable Power of Attorney (DPOA), Power of Attorney (POA), Guardian/Conservator or Authorized Representative, that documentation must be provided to RCIL. If the duties of the person authorized to act on behalf of the Consumer indicate, they must be the individual that completes the agreements, DSW paperwork and manages the care for the Consumer.

Client Obligation

What is a Client Obligation?

Medicaid requires that people on HCBS in Kansas must share in the cost of care when their monthly income is in excess of the HCBS Protected Income Level. The amount of the client obligation is determined by the state Medicaid agency and must be paid each month to the assigned provider for their Home and Community Based Services. Medicaid will then pay for the remainder of the Home and Community Based Services.

Who determines the amount of a Consumer's Client Obligation?

The amount of the client obligation is determined by the Economic and Employment Support (EES) Specialists at the Kansas Department of Health and Environment (KDHE). The FMS provider (RCIL) does not have any involvement in determining the amount of the client obligation.

Medical Expenses May Lower a Client Obligation

Out-of pocket medical expenses may help lower a consumer's client obligation. Receipts for approved out of pocket medical expenses can be turned in to KDHE and may be used to reduce the amount of a consumer's future client obligations.

Examples of Medically Necessary/Prescribed Expenses that may be used to reduce client obligations:

Adult day care; Alternating Pressure Pads and Pumps; Assisted Living; Specialty beds; Bedpans, urinals and basins; Cane and crutches; Chiropractic services; Diapers and sanitary napkins, when used for incontinence; Diet aids available through prescription; Dental services; Diabetic supplies; Dressing items (applicators, tongue blades, tape, gauze, bandages, pads and compresses, ace bandages, Vaseline, slings, splints, triangle bandages, pressure pads); Prescription drugs; Service animals; Emollients, skin bonds or oils to prevent a condition from worsening; Enema and enema equipment; Prescription eyeglasses or contact lenses; Feeding tubes; Foot cradles and foot boards; Gel pads or cushions; Gloves (rubber or plastic); Masks; Hearing aids and batteries; Home modifications (including the cost of building a ramp for a wheelchair) of \$500.00 or less; Hospitalization; Inpatient or outpatient treatment; Insurance expenses: Premiums for health insurance policies, including major medical and limited policies; I.V. stands, clamps and arm boards; Intermittent Positive Pressure Breathing (IPPB) machines; Irrigation solution; Lifts – including chair and van lifts; Medicaid cost sharing/Medicaid co-payments; Medical alert device (e.g. LIFELINE) that can be activated in an emergency; Nebulizers; Nursing care provided by a licensed nurse (RN, LPN); Oxygen supplies and equipment; Podiatry services; Prosthetics, including purchase, rental and repair; Psychiatry; Rehabilitation services; Sheepskins, foam pads; Sleep apnea devices; Telephone fees (monthly charges) for amplifiers and

warning signals for persons with disabilities and the costs of typewriter equipment that is connected to the telephone of people who are deaf; Transportation and lodging to obtain medical treatment or services which are covered by Medicaid or are considered medically necessary; TED Hose; TENS units (transcutaneous electric nerve stimulator); Traction and trapeze apparatus and equipment; Disability related vehicle modification; Walkers; and Wheelchairs

Background Checks

Background checks will be conducted on all individuals in accordance with program requirements. Below is a list of background checks that will, or may, be performed according to waiver and affiliate agreement requirements. The Consumer/Managing Employer is responsible for checking the DSWs employment references and personal references.

- Kansas Bureau of Investigation
- Kansas Department for Aging and Disability Services - Survey, Certification, and Credentialing Commission for Findings of Abuse, Neglect or Exploitation
- Driver's License Records through the Kansas Department of Revenue
- Kansas Department for Children and Families – Adult Abuse, Neglect, and Exploitation (ANE) Central Registry
- Kansas Department for Children and Families – Child Abuse and Neglect Central Registry
- Kansas State Board of Nursing
- Office of Inspector General

Rights and Responsibilities

Consumer's Responsibilities

Listed below are two of the Consumer's responsibilities in directing their own care. For a complete list of the Consumer's Rights and Responsibilities, see the "***Financial Management Services Agreement***" located under Appendix A and the "**Employment Agreement**" located under Appendix B at the end of this document.

Change in Consumer's Contact Information

The Consumer has the responsibility of notifying the FMS provider (RCIL), Social Security (if applicable), the state Medicaid determination agency (Department of Children and Families or Kansas Department of Health and Environment) and the MCO of any change in contact information such as a new address or telephone number. Failure to do so may result in an interruption or termination of services.

Consumer Out of the Home

It is the Consumer's responsibility (or someone on their behalf) to notify the FMS provider of certain absences from the home including hospitalization, rehabilitation facility, nursing facility, long-term vacations or out of the home stays with others.

RCIL's Responsibilities as an FMS Provider

See the "Financial Management Services Agreement" and "Employment Agreement" for RCIL's FMS Responsibilities.

Direct Support Worker's Responsibilities

See the "Employment Agreement" located under Appendix B for a complete list of the DSW's responsibilities. Some of those include:

- The Caregiver and the Employer agree to strictly comply with the ISP, the Customer Service Worksheet (if any), and any and all other Program requirements. The Direct Support Worker (DSW) agrees to strictly comply with the Consumer's authorized services by providing only those services that are authorized and not exceeding the authorized amount of time (number of units).
- The Caregiver shall report all time worked on Covered Duties using the AuthentiCare® KS IVR system and shall *not* report any time worked on Non-Covered Duties using the AuthentiCare® KS IVR system. The Caregiver shall not begin working until they have completed the hiring process with RCIL including authorization to begin using the AuthentiCare® KS IVR system. Time worked on Non-Covered Duties (if any) shall be reported to the Employer, in the manner directed by the Employer (not by the FMS Provider).
- Notify RCIL of your employment with the Consumer has terminated for any reason within the specified amount of time.

HIPAA

The U.S. Department of Health and Human Services ("HHS") issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").¹ The Privacy Rule standards address the use and disclosure of individuals' health information—called "protected health information" by organizations subject to the Privacy Rule — called "covered entities," as well as standards for individuals' privacy rights to understand and control how their health information is used. The U.S. Department of Health and Human Services ("HHS") issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").¹ The Privacy Rule standards address the use and disclosure of individuals' health information—called "protected health information" by organizations subject to the Privacy Rule — called "covered entities," as well as standards for individuals' privacy rights to understand and control how their health information is used. The U.S. Department of Health and Human Services ("HHS") issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The Privacy Rule standards address the use and disclosure of individuals' health information—called "protected health information" by organizations subject to the Privacy Rule — called "covered entities," as well as standards for individuals' privacy rights to understand and control how their health information is used. A major goal of the Privacy Rule is to assure that individuals' health information is properly protected while allowing the flow of health information needed to provide and promote high quality health care and to protect the public's health and well-being. The Rule strikes a balance that permits important uses of information, while protecting the privacy of people who seek care and healing.

Confidentiality

The Consumer has the right to expect that their personal information, including medical information, be kept confidential. A Release of Information form must be completed by the Consumer naming who, if any, individuals that RCIL has permission to discuss the Consumer's HCBS, personal and health related information. This could include family, Direct Support Workers, health care providers or others. A Release of Information will not only name the person(s) that the Consumer is giving permission for information to be released or discussed, it will also provide what information can be released or

discussed and the time frame. Each Direct Support Worker will also sign a Confidentiality Statement as a condition of employment. Violation of the Confidentiality Statement by the DSW may be grounds for immediate termination.

Authorization for Release of Protected Health Information

State of Kansas
Office of HIPAA Compliance
4/03

AUTHORIZATION FOR RELEASE OF PROTECTED HEALTH INFORMATION

I, _____ (name) _____ (SS#), ____ / ____ / ____ (DOB),
hereby authorize the use and/or disclosure of my health information as described below.

Name of the person or organization authorized to *provide* the information

Name, address and telephone number of the person or organization authorized to *receive* and use the information:

Describe specifically and meaningfully the information to be released (include dates of service where applicable):

Describe the purpose for the request to release information (use "N/A" to decline to describe the purpose for the release):

This authorization will expire on: _____

I understand that I have the right to revoke the authorization by delivering such revocation in writing to _____ (releasing agency) or other entity making the disclosure except to the extent that the agency or entity has already released the information.

Once the uses and disclosures have been made pursuant to this authorization, the information released may be subject to re-disclosure by any recipient and will no longer be protected by federal privacy laws.

The _____ (releasing agency) will not condition treatment or payment on my providing authorization for this use or disclosure except to the extent the provision of health care is solely for the purpose of creating protected health information for disclosure to a third party.

I understand that I may inspect or copy the protected health information to be used or disclosed under this authorization. I understand I may refuse to sign the authorization. I understand that the refusal to sign this authorization may mean that the use and/or disclosure described in this form will not be allowed.

I certify that I agree to the uses and disclosures listed above and that I will receive a copy of this authorization.

Signature

Date

Signature of Personal Representative (if applicable) Description of Authority

Harassment

All Consumers, Consumer's Family Members, Managing Employers, DSWs and RCIL Employees are to be treated with respect and dignity. Harassment in any form, in the work environment, will not be tolerated.

Reporting Harassment

Anyone who feels they are being harassed in the workplace has the responsibility to report it immediately to RCIL.

Utilize the RCIL Consumer Grievance Procedures (included in this handbook) to file a grievance report involving an RCIL employee.

Harassment Disciplinary Action

Consumers, Consumer's Family Members, or Managing Employers who have violated the Harassment Policy shall be subject to possible immediate termination of service and/or civil charges. DSWs or RCIL staff found to have violated the Harassment Policy shall be subject to appropriate corrective action, including possible immediate termination.

As the Managing Employer, it is the Consumer's right and responsibility to terminate any DSW that is violating this policy.

Consumer Policies and Procedures

The Consumer, as the Managing Employer, is encouraged to establish their own policies and procedures. By doing so, they are exercising their right to determine the terms and conditions of work. For example, if a Consumer's Direct Support Worker arrives late for work, this may cause a potential safety risk to the Consumer. The self-directing Consumer, by self-directing, is assuming responsibility for that risk. Therefore, they should establish their own policies to prevent the occurrence of those risks. Examples of policies the Consumer may want to consider include:

- Policy concerning smoking in the home, on the property, or around the Consumer.
- Policy concerning a DSW being sick and returning to work (physician's note, mask when returning, advanced notice of planned medical absences)
- Policy concerning a DSW bringing a child to work with them.
- Policy concerning the amount of notice given if requesting time off.
- Policy concerning meals for the DSW during work hours.
- Policy concerning late arrival.
- Circumstances that would constitute the absolute dismissal of a DSW.

There should be no other outside agreement between the Consumer and the DSW that RCIL is not aware of that may affect the business relationship. Any outside agreements should be signed by the Consumer (or their representative) and the DSW and submitted to RCIL for review and filing in the Consumer and DSW's file. RCIL will require edit of the policy if it discriminates against a protected class, or if it does not comply with Kansas and Federal requirements.

Spousal Exception

HCBS waiver services may not be provided by the Consumer's spouse unless a spousal exception has been approved, in writing, by the MCO and the documentation provided to RCIL.

Minor Waiver Consumer

HCBS waiver services may not be provided by the parent or legal guardian for a Consumer that is a minor.

Information and Assistance (I&A)

I&A is a service available to provide information, including independent resources, and assistance in the development of options to ensure Consumers understand the responsibilities involved with directing their services. Practical skills training is offered to enable self-directing Consumers, their families, and/or representatives to independently direct and manage waiver services. Examples of skills training include providing information on recruiting and hiring Direct Support Workers, managing workers, effectively communicating, and problem-solving. The extent of the assistance furnished to the self-directing Consumer will be determined by the self-directing Consumer or Consumer's representative.

Consumer Grievance Procedures

Each Consumer will receive a copy of the RCIL Consumer Grievance Procedure and a copy of the Kansas Client Assistance Program (CAP) brochure. Both of these documents offer assistance in working out a possible problem between the Consumer and RCIL, should a problem arise. A copy of both of these documents is included in this handbook.

Should the Consumer have a grievance with the MCO, state, or any other issue related to their HCBS, they should follow the procedures provided by each of those entities. That information can be obtained by contacting your MCO or the KanCare Ombudsman with the Kansas Department for Aging and Disability Services at 1-855-643-8180. You can also go to the KanCare Ombudsman Website at www.kancare.ks.gov/ombudsman.htm.

The Disability Rights Center of Kansas

The Disability Rights Center of Kansas (DRC) is a private, 501(c) (3) nonprofit corporation, independent of both state government and disability service providers. Our independence allows DRC to focus on the needs of Kansans with disabilities, providing legal representation in disability rights matters and advocacy for protecting the rights of consumers in Kansas with disabilities under state or federal laws.

DRC is the official protection and advocacy system for Kansas. As such DRC is granted certain authority under federal law, including access to inpatient facilities to conduct investigations of reports of abuse and neglect of Kansans with disabilities. DRC has both the authority to investigate abuse and neglect and the legal and advocacy services necessary to support the victim and obtain justice in court.

DRC obtains justice for people with disabilities. We are interested in the broad spectrum of disability rights issues including – abuse & neglect, public accommodations, employment, Medicaid, Home and Community Based Waiver services, and Vocational Rehabilitation. DRC fights for justice through negotiation, client advocacy, administrative hearings, court action, self-advocacy support and technical information assistance and referral.

DRC's public policy advocacy efforts educate legislators, states government policy makers, the press and the public to promote disability rights in Kansas. Finally, DRC promotes outreach activities and training in order to educate people with disabilities about their rights.

DRC operates eight federally authorized and funded protection and advocacy programs in Kansas. One of these programs is the Client Assistance Program (CAP).

FOR MORE INFORMATION CONTACT



Disability Rights Center of Kansas
c/o Client Assistance Program
635 SW Harrison St, Ste 100

Topeka, Kansas 66603

(785) 273-9661 (voice)

1-877-776-1541 (voice)

1-877-335-3725 (TDD)

Fax: (785) 273-9414

Kansas Client Assistance Program



The Client Assistance Program (CAP) is 100% federally funded. The Rehabilitation Services Administration grant #H161A070013B paid for the cost of producing this brochure. These contents are solely the responsibility of DRC and do not necessarily represent the official views of the Rehabilitation Services Administration.

Client Assistance Program (CAP)

The Client Assistance Program (CAP) was created by Section 112 of the Rehabilitation Act of 1973, as amended. This Act establishes and funds the vocational rehabilitation system for Americans with disabilities who want to work or who have independent living service needs. The CAP provides advocacy services, including administrative, legal and other remedies, to ensure the protection of the rights of persons receiving or seeking services under the Rehab Act (Vocational Rehabilitation services, Independent Living Center services, etc.). Kansas Rehabilitation Services (KRS) is the Vocational Rehabilitation service in Kansas.

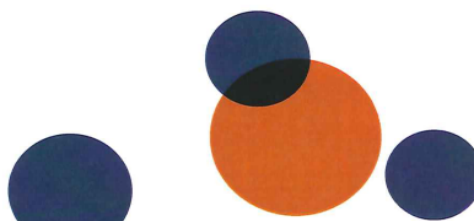
Who is Eligible for CAP Services?

Persons who fall under these categories AND meet the eligibility criteria below may be eligible for services under the CAP program:

- ◆ Kansas Rehabilitation Services clients and applicants
- ◆ Consumers of Independent Living Centers
- ◆ Projects With Industries (PWI) consumers
- ◆ Individuals served by other programs funded under the Rehabilitation Act

Eligibility Requirements

1. You must have a physical or mental impairment and want to work.
2. Your impairment must result in a substantial barrier to employment.
3. You are presumed to be able to benefit from rehabilitation services that result in having an employment outcome.
4. You must need vocational rehabilitation services to prepare for, enter into, engage in, or retain gainful employment consistent with your strengths, abilities, capabilities, and informed choices.



Your Rights in the Vocational Rehabilitation System

You have the right to:

Apply for services and benefits;

Have a decision made about your eligibility for services within a specific length of time;

Receive quality, cost-effective services to help you meet your vocational and independent living goals;

Expect that all information about you will be kept confidential and used only for your rehabilitation program;

Work with your counselor or service provider to choose goals and services that fit your strengths, abilities, capabilities, and informed choice; and to take an active role in planning your Individualized Plan for Employment (IPE);

Participate in all decisions about any changes in your IPE;

Have access to aids and services, if needed, to assure effective communication regarding your case (i.e. Braille, large print, tape and sign language interpreters);

Request an administrative review or fair hearing if you are dissatisfied with KRS services. Contact the CAP to learn about the appeals process.

CAP Services DRC may Provides:

- ◆ *Information and Referral (including ADA Title I information)*
- ◆ *Advocacy Representation*
- ◆ *Assistance in Self-Advocacy*
- ◆ *Legal Representation*

Under the CAP Program DRC Advocates Can...

- ◆ Answer questions about issues involving vocational rehabilitation services, other services and programs funded under the Rehabilitation Act and the ADA.
- ◆ Clarify the rules, regulations, and procedures regarding services and how they apply to your situation.
- ◆ Advocate for your legal rights as a consumer, former consumer, or an applicant for services.
- ◆ Provide assistance to you with any problem you may have with eligibility or your Individualized Plan for Employment (IPE).
- ◆ Assist you in identifying problems and seeking solutions, and addressing communication problems
- ◆ Advise and assist with the appeal process.





RCIL CONSUMER GRIEVANCE PROCEDURE

Upon intake, the Resource Center for Independent Living, Inc. (RCIL) Consumer shall be provided with a Kansas Client Assistance Program (CAP) brochure and a copy of this Grievance Procedure. Both of these documents offer assistance in working out a possible problem between the RCIL Consumer and RCIL, should a problem arise. The Consumer shall sign the original copy of this Grievance Procedure and it shall be placed in his/her file. The Consumer will retain a copy of this Grievance Procedure for their records.

1. A Consumer who has a grievance resulting from some action of RCIL or any RCIL employee, may file a written grievance specifically detailing his/her complaint. This grievance shall be submitted to the Executive Director no later than ten (10) working days after the occurrence.
2. The Executive Director shall complete an investigation within ten (10) working days of receiving the grievance. The Executive Director's findings of the investigation will be presented either in person or by Certified Mail to the Consumer. If the grievance is resolved, the Executive Director and the Consumer shall sign a written description of the resolution. A copy of the resolution will be given, or mailed by Certified Mail, to the Consumer and a copy will be retained by RCIL. A report of the investigation and the resolution shall be presented to the Board of Directors at their next regularly scheduled meeting. In the event the Executive Director is unavailable, another RCIL Officer shall preside over the grievance procedure.
3. If resolution does not occur at Step 2, the Consumer may give written notice to the Chairperson of the Board of Directors of RCIL of his/her intent to pursue the grievance. This notification shall occur within five (5) working days of the Consumer's receipt of the Executive Director, or RCIL Officer's, findings.
4. The Consumer shall appear at the next regularly scheduled Board of Directors meeting, not to exceed thirty (30) days following the Chairperson's receipt of the notification of the Consumer's intent to pursue this grievance. The Board shall permit the Consumer to explain the grievance and present any supporting evidence he/she wishes, but only relevant to the issues of the grievance.
5. If the grievance pertains to the conduct of any employee or volunteer of the RCIL, that person shall be encouraged to be present to explain his/her actions and present any supporting evidence he/she wishes, but only if it is relevant to the issues.

The decision of the RCIL Board of Directors shall be submitted to the Consumer in writing within ten (10) working days of the meeting. There is an appeal process available to the Consumer through the state. That information can be found in the Kansas Client Assistance Program (CAP) brochure referenced in the first paragraph.

I understand this RCIL Consumer Grievance Procedure and acknowledge receiving a copy of it and the Kansas CAP brochure for my records.

Consumer Printed Name

Date

Consumer Signature

Abuse, Neglect or Exploitation (ANE)

Any Consumer or DSW receiving FMS from RCIL will immediately report all incidents of suspected abuse, neglect, exploitation or fiduciary abuse directly to the appropriate reporting agency responsible for investigating such incidents, including the Consumer's Care Coordinator and/or Case Manager, the FMS Provider, the regional CDDO and the Department for Children and Families (DCF) – Adult Protective Services or Child Protective Services at 1-800-922-5330 or online at <http://www.dcf.ks.gov/Pages/Report-Abuse-or-Neglect.aspx>.

When identified, RCIL will report suspected cases of abuse, neglect, and exploitation in accordance with program requirements.

All FMS staff and DSW's who provide Direct Support Services to a Consumer are considered Mandated Reporters.

Definitions Regarding Abuse, Neglect or Exploitation:

Abuse means any act, or failure to act, performed intentionally or recklessly that causes or is likely to cause harm, including:

- (1) Infliction of physical or mental injury;
- (2) any sexual act with an adult when the adult does not consent or when the other person knows or should know that the adult is incapable of resisting or declining consent to the sexual act due to mental deficiency or disease or due to fear of retribution or hardship;
- (3) unreasonable use of a physical restraint, isolation or medication that harms or is likely to harm an adult;
- (4) unreasonable use of a physical or chemical restraint, medication or isolation as punishment, for convenience, in conflict with a physician's orders or as a substitute for treatment, except where such conduct or physical restraint is in furtherance of the health and safety of the adult;
- (5) a threat or menacing conduct directed toward an adult that results or might reasonably be expected to result in fear or emotional or mental distress to an adult;
- (6) fiduciary abuse; or
- (7) omission or deprivation by a caretaker or another person of goods or services which are necessary to avoid physical or mental harm or illness.

Adult means an individual 18 years of age or older alleged to be unable to protect their own interest and who is harmed or threatened with harm, whether financial mental or physical in nature, through action or inaction by either another individual or through their own action or action when (1) such person is residing in such person's own home, the home of a family member or the home of a friend; (2) such person resides in an adult family home as defined in K.S.A. 39-1501, and amendments thereto; or (3) such person is receiving services through a provider of community services and affiliates thereof operated or funded by the Kansas Department for Children and Families or the Kansas Department for Aging and Disability Services or a residential facility licensed pursuant to K.S.A. 75-3307b, and amendments thereto.

Child means anyone under the age of 18 or any adult under the age of 21 and in the custody of the Secretary.

Exploitation means misappropriation of an adult's property or intentionally taking unfair advantage of an adult's physical or financial resources for another individual's personal or financial advantage by the

use of undue influence, coercion, harassment, duress, deception, false representation or false pretense by a caretaker or another person.

Fiduciary Abuse means a situation in which any person who is the caretaker of, or who stands in a position of trust to an adult, takes, secretes, or appropriates their money or property, to any use or purpose not in the due and lawful execution of such person's trust or benefit.

Mandated Reporter means a person that is obligated by law to report suspected abuse, neglect, exploitation or fiduciary abuse.

Neglect means the failure or omission by one's self, caretaker or another person with a duty to supply or provide goods or services which are reasonably necessary to ensure safety and well-being and to avoid physical or mental harm or illness.

Suspected is defined as a required reporter determining it is possible an incident of abuse, neglect, or exploitation has occurred. The reporter does not have to be sure the incident being reported is abuse, neglect or exploitation. They are not required to confirm the incident prior to reporting.

No person shall be considered to be abused, neglected or exploited or in need of protective services for the sole reason that such person relies upon spiritual means through prayer alone for treatment in accordance with the tenets and practices of a recognized church or religious denomination in lieu of medical treatment.

Medicaid Fraud and Abuse

When identified, RCIL will report and attempt to mitigate cases of potential Medicaid fraud, waste and abuse.

Fraud: (per CFR 433.304 and 455.2)

An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other persons. It includes any act that constitutes fraud under applicable Federal or State law.

Abuse: (per CFR 433.304 and 455.2)

Provider practices that are inconsistent with sound fiscal, business, or medical, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes recipient practices that result in unnecessary cost to the Medicaid program.

Reporting Medicaid Provider Fraud

To report potential Medicaid fraud or abuse, call the Medicaid Fraud and Abuse Division of the Attorney General's office 1-866-551-6328 or 785-368-6220.

RCIL will participate in and cooperate with all investigations and plans of action regarding Adult Protective Services, Child Protective Services and Medicaid Provider Fraud and Abuse.

Work Related Injuries and Accidents

- DSWs must immediately notify the Consumer/Managing Employer and the Workers Compensation department at RCIL of incidents involving physical injury or property damage, regardless of how insignificant the injury may appear, unless it is an emergency or life-threatening situation.
- In cases of emergency and life-threatening situations, DSWs should seek medical attention at the nearest hospital.
- DSWs with non-life threatening injuries should seek medical attention at nearby medical clinics, not hospitals.
- Report your incident to the RCIL Workers Compensation department prior to seeking medical attention for a workers compensation injury.
- Upon arrival, DSWs should inform the medical provider that the injury is work-related and may be covered by workers compensation insurance.
- Injuries must be communicated to the Workers Compensation department at RCIL within 24 hours to ensure appropriate medical attention is provided.
- Injuries must be reported within the earliest of the following to be covered by workers compensation:
 - ♦ 20 days from the date of the incident or injury;
 - ♦ 20 days from the date medical treatment is sought; or,
 - ♦ 10 days from the employee's last date of employment

Workers Compensation Fraud and Abuse

Defined in K.S.A. 44-5, 120(d) and 44-5,125. Examples of fraudulent or abusive acts include but are not limited to:

- Make false or misleading statements to obtain benefits
- Presenting a false certificate of insurance
- Submitting a charge for health care not furnished

The penalty for committing such acts:

- \$2,000 fine for each act of fraud or abuse
- Misdemeanor or felony criminal charges



Back Savers for Health Care Providers

Lifting and Moving Patients

If you are a direct care worker, lifting and moving clients may be a big part of your job. To assure the safety of clients and to protect your back, you need to use proper techniques. Try some of the following techniques when performing your on-the-job lifting and moving tasks.

How to Turn the Patient Over With a Draw Sheet

- 1) Place the draw sheet under the client.
- 2) Make sure the client's bed is no higher than your thigh area.
- 3) Lower bed rails, if any, if doing so will not affect the client's safety.
- 4) Help the client cross his or her arms over his or her chest.
- 5) Help the client cross his or her legs.
- 6) Place your knee on the bed near the client's shoulder.
- 7) Use the draw sheet and your whole body to turn the patient toward you. Keep your back in balance and knees bent.

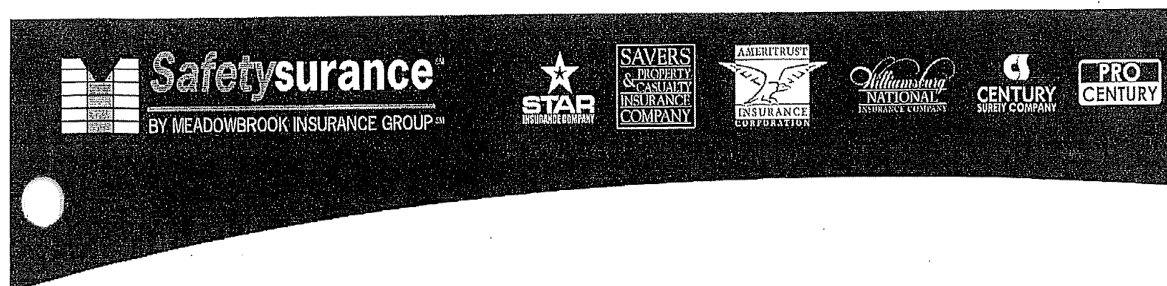
How to Pull a Client Up From a Bed Safely

Pulling a patient up from a bed can be difficult and, if not done properly, can cause injury to your back. You can help to keep your back in alignment by following these tips:

- 1) Make sure that the bed is no higher than your waist.
 - 2) Stand next to the bed. Keep your knees bent and place your feet wide apart.
 - 3) Face the direction in which you want to move the client.
 - 4) Reach under the clients back and shoulders to slide him or her up.
- If the client is able, ask him or her to help you by pushing against the mattress with elbows or feet.

How to Transfer a Client Safely from a Bed to a Wheelchair

- 1) Set the bed to its lowest height.
- 2) Make sure to lock the wheels on the wheelchair.



- 3) Place your knees against the client's knees to provide support.
- 4) Keep your back balanced, knees bent slightly. Rock the client gently forward to a standing position.
- 5.) Then bend your knees to turn the client and lower him or her into the wheelchair.

If the client is able, ask him or her to hold onto your shoulders or waist for support.

How to Safely Transfer a Patient from a Bed to a Gurney

Transferring a patient from a bed to a gurney can be difficult and, if not done properly, can cause injury to your back. Always get a partner to help you.

- 1) Make sure the bed and gurney are next to each other.
- 2) Lock both the gurney and the bed into place and make sure they are at the same height.
- 3) Place a plastic bag under the draw sheet to slide the client more easily.
- 4) If necessary, get on the bed and move the client closer to the gurney.
- 5) Place one knee on the gurney.
- 6) Keeping your back's three natural curves in alignment, slide the client to the edge of the gurney and then position him or her in the middle of the gurney.

One of the most effective devices on the market is a mechanical lifting device that has a mesh harness that connects to a mechanical lift. Most injuries occur to direct care staff when they attempt to perform a lift without the use of such a device. This device is most useful whenever direct care staff need to lift and move a client completely. The direct care worker can then push a button or use a cranking device to lift and then move the client around.

Handwashing - Good!

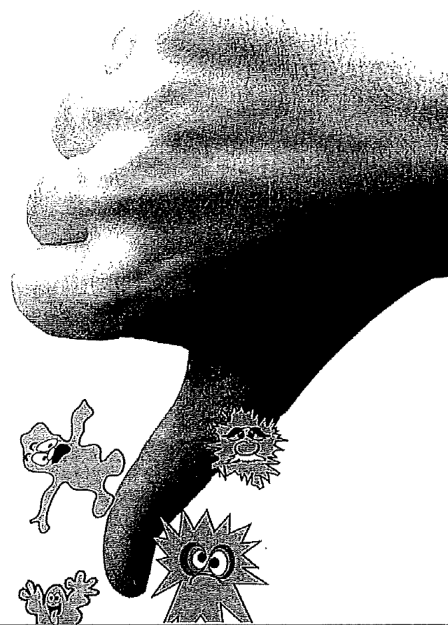


1. Make lather with soap and water

2. Rub palms, back of hands, and between fingers

3. Rub for 15 seconds

4. Rinse and dry well



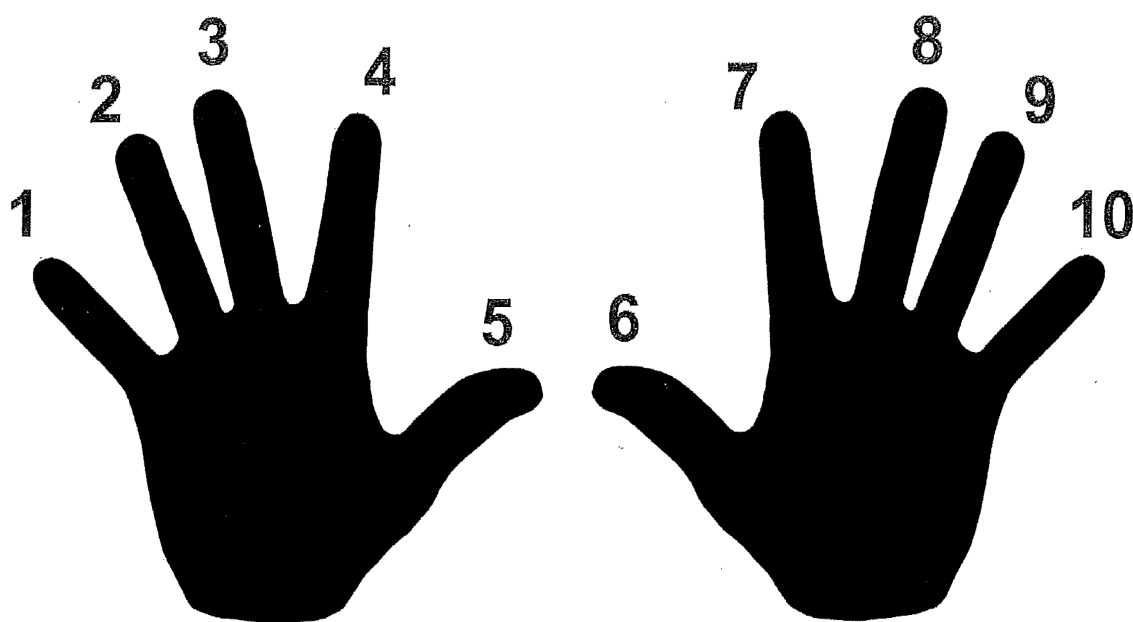
Germs - Bad!



www.publichealth.va.gov/InfectionDontPassItOn



What Are the Top 10 Ways to Spread Germs?



CLEAN YOUR HANDS

Wash with soap & water

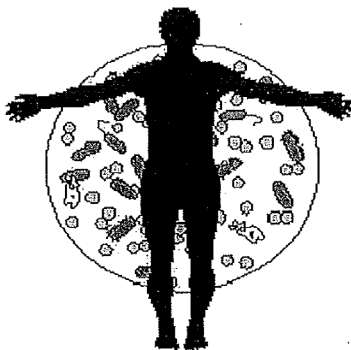
Bloodborne Pathogens

Safety Training Handout

Bloodborne Pathogens are microorganisms such as viruses or bacteria that are carried in blood and can cause disease in people.

Types of bloodborne pathogens include:

Malaria
Syphilis
Brucellosis
Hepatitis B (HBV)
Human Immunodeficiency Virus



Transmission of Bloodborne Pathogens

Anytime there is blood-to-blood contact with infected blood or body fluids, there is a potential for transmission. Unbroken skin forms a generally good barrier against bloodborne pathogens. However, infected blood can enter your system through open sores, cuts, abrasions, acne, burns, open blisters.

Administrative controls

- Universal precautions
- PE selection
- Employee training
- Use of Blood Spill Kits
- Restricted access to waste collection points
- Waste disposal procedures.

Engineering Controls

- Proper storage facilities and containers
- Special syringes to prevent needle sticks
- Autoclaves & disinfectant equipment

Smart Safety Rules

Wash exposed areas with antibacterial soap.

Use the required personal protective equipment

Treat all human body fluids & items soiled with human body fluids as contaminated

No smoking, eating, drinking or storage of food

Maintained facilities in a near sanitary condition at all times

Disinfect all Health Treatment Area at least once per shift

Pre-soak all contaminated clothing

Disinfect all spills of body fluid

Report any suspected exposure to HIV/HAV/HBV to your supervisor

Place all medical wastes in a red leak-proof container marked either *Biohazard* or *Medical Waste*.

Use personal protective equipment when handling medical waste

Sharp objects should not be handled by hand to prevent accidental punctures and lacerations

Critical Incidents

RCIL will immediately report all known critical incidents to the Kansas Department for Aging and Disability Services.

Adverse Incident(s) may include: Abuse, Death, Elopement, Emergency Medical Care, Exploitation, Fiduciary Abuse, Law Enforcement Involvement, Misuse of Medications, Natural Disaster, Neglect, Restraint, Seclusion, Serious Injury, Suicide, Suicide Attempt

Emergency Planning

Having a plan for dealing with different types of emergencies, such as medical emergencies, hospitalizations, fires, power outages, severe weather, and other natural disasters can help keep you safe and minimize any injury or damage. When planning:

1. Make a list of people to contact for each type of emergency.
2. Make a plan on how to contact family and DSW if there is a power outage or natural disaster.
3. Make a list of medications and/or equipment that you need to take with you if you have to evacuate your home.
4. Organize medical information, emergency contact information and, if applicable, living will information and place it all together in an easy to access location.
5. Store extra food and water in case of a severe weather emergency or other natural disaster.
6. Discuss and include your DSW and family in your emergency planning.

You may want to have these things written down and kept in a place where you and your DSW know where it is at all times. Many people keep emergency information near the telephone or front door. Make a plan that works for you and share it with your DSW during orientation and training. An Emergency Information form is included in this handbook for your convenience. You may want to use this form, or your own, to organize names, phone numbers and addresses for important information you may need in an emergency such as your doctor, insurance agent, hospital, family members, friends and other medical information.

Emergency Procedures

Having emergency procedures written down will help you when you train your DSW.

For example:

- What is your plan in case of a fire, a power outage or a tornado?
- If there is an emergency that requires you to leave your home, what are your evacuation routes and who should be called?
- In the event you have an emergency related to your disability, what does your DSW need to do? Who should he/she call? Where should he/she take you?

Collect the information you need to plan for emergencies on the form included in this handbook. There is space to list who to call, phone numbers and your emergency plan for several scenarios to help you think about each area that you may need to be covered. If the categories listed are not the ones you want or need, replace with your own titles and personalize the form to meet your needs.

<u>Emergency Information</u>	
Doctor(s)	
Name	
Address	
Phone	
Hospital	
Name	
Address	
Phone	
Dentist(s)	
Name	
Address	
Phone	
Optometrist(s)	
Name	
Address	
Phone	

Emergency Information	
Insurance(s)	
Name	
Address	
Phone	
Family Member	
Name	
Address	
Phone	
Family Member	
Name	
Address	
Phone	
Family Member	
Name	
Address	
Phone	

Emergency Information	
Friend	
Name	
Address	
Phone	
Friend	
Name	
Address	
Phone	
Medical Information:	

Emergency Procedures

Disability Related Emergency:

Who to Call:

Phone

**Important
Information and
Plan**

Non-Disability Related Emergency:

Who to Call:

Phone

**Important
Information and
Plan**

Severe Weather or Natural Disaster:

Who to Call

Phone

Emergency Procedures

Power Outage:

Who to Call:

Phone

**Important
Information and
Plan**

List any Allergies:

Who to Call

Phone

**Important
Information and
Plan**

Additional Phone Numbers

Police Dept.

Fire Dept.

Poison Control

If in doubt, dial: 911

Conflict of Interest

A conflict of interest exists when the person responsible for developing the Service Plan/Plan of Care to determine the functional needs of a person which they are also the legal guardian, durable power of attorney (DPOA) or Designated Representative is also the paid caregiver for that individual. Federal regulations prohibit the individual who directs services from also being a paid caregiver or benefitting from the services provided to that individual.

In order to be in compliance with the federal Centers for Medicare and Medicaid Services, the Kansas Department of Aging and Disability Services established the following policy in 2015. This policy was established to assure that a conflict of interest, or potential conflict of interest, is addressed when a person directing care on behalf of an HCBS consumer is proposing to, or is, providing paid care for that same individual. Copies of documentation verifying the conflict of interest has been mitigated must be provided to RCIL before services can be provided when the Direct Support Worker is also the legal guardian or activated Durable Power of Attorney (DPOA) for the consumer.

1. "A court appointed legal guardian is not permitted to be a paid provider for the participant unless a court determines that all potential conflict of interest concerns have been mitigated in accordance with KSA 59-3068.
 - a. It is the responsibility of the appointed guardian to report any potential conflicts to the court and to maintain documentation regarding the determination of the court.
 - b. A copy of the special or annual report in which the conflict of interest is disclosed will be provided to the State or designee.
2. If the court determines that all potential conflict of interest concerns have not been mitigated, the legal guardian can:
 - a. Select another family member or friend to provide the HCBS services to the participant. If a family member or friend is not available, the participant's selected MCO or FMS provider can assist the legal guardian in seeking alternative HCBS service providers in the community; OR select another family member or friend (who is not a legal guardian or activated DPOA) as a representative to develop or direct the plans of care. In that case, the MCO will obtain the participant's written consent of delegated representative to act on behalf of participant, initially and annually thereafter; OR
 - b. Select the other legal guardian or activated DPOA to serve as the appointed representative to act on behalf of the participant. An exception to the criteria may be granted by the State when a participant/guardian lives in a rural setting and the nearest agency-directed service provider available to provide services is in excess of 50 miles from the participant residence."

Designated Representative for Self-Directed Services

A Designated Representative is appointed by a Consumer, Guardian or Active DPOA to manage Home and Community Based Services for an HCBS consumer. An individual is not required to appoint a Designated Representative but may voluntarily decide to appoint one to perform the HCBS Self-

Directed Employer functions on their behalf. A Designated Representative is often appointed to mitigate conflict of interest situations by making decisions about a consumer's Home and Community Based Services when the Guardian or Active Durable Power of Attorney will also be providing Direct Support Worker services for the individual for whom they are legally responsible.

FMS Agreements

The following sections outline the agreements between RCIL and the Consumer and between the Consumer and the DSW. These agreements specify the responsibilities of each party.

The agreements can be found in Appendices A and B at the end of this document.

Financial Management Service Agreement

This agreement is between RCIL and the Consumer approved to receive services from the HCBS Waiver program administered by the Kansas Department for Aging and Disability Services (KDADS), and has elected to self-direct his or her services.

Employment Agreement

This agreement is between the Consumer and the DSW the Consumer has hired to provide their HCBS Waiver services.

Appendix A - Financial Management Services Agreement

FINANCIAL MANAGEMENT SERVICES AGREEMENT

This Financial Management Services Agreement (the “**Agreement**”) is made and entered into this ____ day of _____, 20__ by and between Resource Center for Independent Living, Inc. (RCIL) dba RCIL as Fiscal Agent (the “**FMS Provider**”) and _____ (the “**Consumer**”).

WHEREAS, the Consumer is a participant in a Home and Community Based Services (“**HCBS**”) waiver program under Medicaid (the “**Program**”) administered by the Kansas Department of Aging and Disability Services (“**KDADS**”) through KanCare and has elected to self-direct his/her services under the Program by employing one or more direct support workers (each a “**Caregiver**”);

WHEREAS, the Consumer is the sole employer of his/her Caregiver(s);

WHEREAS, the purpose of a Caregiver is to provide assistance and support to the Consumer in accordance with the Consumer’s integrated service plan (the “**ISP**”) under the Program;

WHEREAS, as a self-directed participant in the Program, the Consumer is required to contract with an entity that has contracted with KDADS to provide financial management services (“**FMS**”) under the Program;

WHEREAS, the FMS Provider has contracted with KDADS to provide FMS under the Program; and

WHEREAS, the Consumer desires to retain the FMS Provider to provide FMS, including, but not limited to (i) processing of time worked by the Consumer’s Caregiver(s), (ii) billing KanCare on the Consumer’s behalf, (iii) distributing pay checks or electronic deposits for services rendered by each of the Consumer’s Caregivers under the ISP, (iv) withholding, filing and paying appropriate taxes for Caregiver services under the ISP, and (v) information and assistance services to assist the Consumer in understanding his/her role and requirements as the employer of each Caregiver and his/her responsibilities under self-direction.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Duties of the Consumer. The Consumer’s duties under this Agreement include, but are not limited to, the following:

- (a) Strictly comply with:
 - (1) The Consumer’s ISP, Consumer Service Worksheet (if any), and any and all other Program requirements;
 - (2) Any and all instructions, rules or policies maintained by the FMS Provider with regard to billing and payment; and
 - (3) Any and all Kansas statutes, regulations, or policies (including, but not limited to, KDADS’s Field Service Manual, as amended from time to time) relating or pertaining to services provided under the Program and for payment for such services;

- (b) Direct his/her support services under the Program (e.g., Personal Care Services and Enhanced Care Services);
- (c) Understand the roles and responsibilities of the FMS Provider;
- (d) Notify and provide documentation to the FMS Provider of the Consumer's "Authorized Representative" (if any), and of any other authorized representatives, including but not limited to Guardians, Conservators, Durable Powers of Attorney, etc.;
- (e) Perform all of the roles and responsibilities as employer of the Caregivers, including, but not limited to, the following:
 - (1) Recruit, select, interview, hire, train, supervise, and dismiss Caregivers;
 - (2) **Notify the FMS Provider when the Consumer desires to hire an individual as a Caregiver, so that the FMS Provider can begin processing the potential hire;**
 - (3) Ensure that all employment paperwork, including Form W-4, Form K-4, and Form I-9, is completed and processed in a timely manner by referring each Caregiver to the FMS Provider as soon as the Consumer decides that he/she wants to hire such Caregiver and **before such Caregiver begins to work for the Consumer;**
 - (4) Negotiate and sign an Employment Agreement with each Caregiver that clearly identifies the responsibilities of the Consumer and Caregiver;
 - (5) In accordance with the ISP, determine the tasks to be performed by Caregiver(s) and where and when they are to be performed;
 - (6) Manage and supervise the day-to-day HCBS tasks of each Caregiver;
 - (7) Ensure each Caregiver has resources and training on the use of the AuthentiCare® KS IVR system;
 - (8) Ensure that the time worked by each Caregiver is delivered according to the ISP;
 - (9) Approve and validate the time worked by the Caregiver;
 - (10) Maintain control and oversight of each Caregiver to prevent fraud, waste, abuse and ensure compliance with federal and state rules and regulations;
 - (11) Ensure each Caregiver is aware of their employment requirements and job responsibilities upon signing the Employment Agreement;
 - (12) Develop an emergency worker back-up plan in case a substitute Caregiver is ever needed on short notice or as a back-up (short-term replacement Caregiver);
 - (13) Assure all appropriate service documentation is recorded as required by the State of Kansas HCBS Waiver program policies, procedures, or by the KanCare Provider Agreement;

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- (14) Understand and comply with the Program's policies and procedures and federal and state employment laws, including but not limited to the Consumer's responsibility to ensure that each Caregiver is paid (a) at least minimum wage for all hours worked, whether or not the hours are approved under the ISP, and (b) overtime wages for all hours over forty that are worked by a Caregiver in a workweek, whether or not the overtime is approved under the ISP, furthermore, the Consumer understands that the Consumer is liable for any hours worked that exceed the schedule the Consumer and Caregiver have agreed to or exceeds the ISP;
 - (15) Provide a safe work environment for the Caregivers;
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 - (16) Provide proper supplies and materials, at the Consumer's expense, for each Caregiver to perform his/her duties for the Consumer;
 - (17) As soon as possible but **no later than 24 hours** (or next business day) after learning of a Caregiver's work-related injury, report such injury to RCIL's Work Comp department; and
 - (18) As soon as possible but **no later than 24 hours** (or next business day) after learning of the change in status of a Caregiver (including termination of employment, change in contact information, or Form W-4 and Form K-4 elections), notify the FMS Provider of such change in status and provide information to the FMS Provider regarding the change in status, as required in the FMS Provider's sole discretion;
- (f) As soon as possible but **no later than 24 hours** (or next business day) after a change in status of the Consumer that would make it impossible for the Consumer to receive services under the Program temporarily or permanently (including, but not limited to, loss of the Consumer's eligibility for Medicaid, incarceration in a penal institution or admission to an inpatient or residential hospital, nursing facility, intermediate care facility for individuals with intellectual disabilities, or an institution for mental disease), notify the FMS provider of such change in status; and
 - (g) Within **three working days** after a change in contact information for the Consumer or his/her Authorized or other Representative (if any) occurs, inform the FMS Provider of such change.

Section 2. Duties of the FMS Provider. The duties of the FMS Provider, as agent of the Consumer, under this Agreement are as follows:

- (a) Comply with the provisions of K.S.A. 39-7,100 and K.S.A. 65-6201;
- (b) Comply with all state and federal Medicaid, KanCare, and KDADS requirements;
- (c) Support the Consumer's right to self-direct his/her in-home support;
- (d) Ensure that the Consumer, and not the FMS Provider, has the right to choose, direct and control the services and the Caregivers who provide them without excessive restrictions or barriers;
- (e) Provide FMS to the Consumer, including but not limited to:
 - (1) Processing of time worked by Caregiver;

- (2) Billing KanCare on the Consumer's behalf;
- (3) Distributing pay checks or electronic deposits for services rendered;
- (4) Withholding, filing and paying appropriate taxes;
- (5) Assisting the Consumer in understanding his/her role and requirements as the employer of each Caregiver and his/her responsibilities under self-direction;
- (6) Assisting the Consumer in obtaining a federal employer identification number (FEIN); and
- (7) Arranging for unemployment insurance for the Consumer;
- (f) Provide human resource documentation and payroll services that support the Consumer's role as sole employer of each Caregiver;
- (g) As agent of the Consumer, conduct background checks on potential Caregivers in accordance with KDADS and other state and federal regulations, review results of background checks, and notify the Consumer as to whether a potential Caregiver is eligible for hire based on the results of such background checks;
- (h) As agent of the Consumer, provide information to Caregivers that outlines the completion of the time-keeping process, wages, and pay days;
- (i) Ensure that the Consumer, not the FMS Provider, determines the terms and conditions of work (when and how services are provided, such as establishing work schedules, work conditions, and tasks to be performed);
- (j) Provide information and assistance services to the Consumer, as requested by the Consumer;
- (k) On behalf of the Consumer (who is the sole employer), pay wages to each Caregiver in accordance with state and federal laws; provided, however, under no circumstances will the FMS Provider be obligated to pay a Caregiver for any hours exceeding those allowed on the ISP or by the Program;
- (l) On behalf of the Consumer (who is the sole employer), maintain all Caregiver records and documentation, as required by KDADS;
- (m) On behalf of the Consumer (who is the sole employer), arrange for workers' compensation insurance for each Caregiver; and
- (n) Upon receiving a report of a Caregiver's workers' compensation injury from the Consumer and Caregiver, report such injury to the workers' compensation carrier.

Section 3. Selection of Caregiver. The parties agree that the Consumer shall have sole discretion whether to hire or continue to employ a particular individual as a Caregiver and that the FMS Provider shall not be involved in such decisions. The Consumer understands and agrees that before a Caregiver can begin working:

- (a) The Consumer must notify the FMS Provider of the Consumer's intent to hire the Caregiver so that applicable processing of the Caregiver (including applicable background checks) can be done by the FMS Provider.
- (b) The FMS Provider must have notified the Consumer that the results of such background checks qualify the Caregiver to be employed under the Program; and
- (c) The Consumer and the Caregiver must enter into an Employment Agreement.
- (d) The Consumer must not allow the Caregiver to begin work until they have completed the hiring process including the receipt of a Authenticare KS IVR worker identification number from RCIL.

The Consumer understands and agrees that the Consumer, not the FMS Provider, shall be liable for any wages owed to a Caregiver who has not been processed by the FMS Provider and/or who performs work outside the scope of the ISP or Program.

Section 4. Payment to the FMS Provider. The parties agree that the FMS Provider shall be paid through the Program for the services that the FMS Provider provides to the Consumer under this Agreement. **The Consumer understands that KDADS and/or KanCare will not process payments through the Program without proper documentation from the FMS Provider and/or the Consumer and that such documentation must be complete and accurate in order to avoid Medicaid fraud.** Therefore, the Consumer agrees to cooperate fully with the FMS Provider to ensure that the FMS Provider is paid through the Program for such services and that the documentation regarding Caregiver services that are provided by the Consumer to the FMS Provider is complete and accurate. The Consumer understands that RCIL reserves the right to recover funds from the Caregiver and/or Consumer paid as a result of fraudulent claims or activities. Furthermore, the Consumer understands and agrees that (a) to the extent that the Program requires the Consumer to pay a portion of the Caregiver's services (e.g., a client obligation), the Consumer must pay the FMS Provider that amount and (b) if KanCare and/or Medicaid refuses to pay for the services of the Caregiver through the Program, the **Consumer is personally liable to the FMS Provider** for any costs and expenses incurred by the FMS Provider in paying the Caregiver for such services. If the Consumer has a monthly client obligation that is assigned to the FMS Provider, the Consumer agrees to pay said obligation by the last day of each month it is assigned.

Section 5. Payment for Work Not Covered by ISP or Program. The FMS Provider has no obligation to compensate a Caregiver for any work for the Consumer that is not covered ("**Non-Covered Duties**") by the Consumer's ISP or the Program. In the event that a Caregiver performs Non-Covered Duties, the Consumer agrees that the Consumer is personally liable for compensation owed to the Caregiver for Non-Covered Duties (including any overtime wages attributable to Non-Covered Duties and/or that are not payable under the Program), and the Consumer agrees to indemnify, hold harmless, and reimburse the FMS Provider for any payments it makes to the Caregiver for Non-Covered Duties.

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• **Section 6. FMS Provider is Not the Common Law Employer for Purposes of Patient Protection and Affordable Care Act.** The parties hereby understand and agree that **the FMS Provider is not the "common law employer" of any Caregiver for purposes of the Patient Protection and Affordable Care Act ("PPACA") or under any other law and that the FMS Provider has no legal obligation to offer health care coverage to any Caregiver.** The parties further agree and understand that, under the legal standards established by the Internal Revenue Service, the "common law employer" for purposes of PPACA compliance is the Consumer.

The Consumer agrees never to argue or raise as a defense in any legal proceeding that the FMS Provider is the “common law employer” of a Caregiver for purposes of PPACA or for any other purpose.

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• **Section 7. FMS Provider is Not the “Employer” for Purposes of the Fair Labor Standards Act.** The parties hereby understand and agree that **the FMS Provider is not the “employer” of any Caregiver for purposes of the Fair Labor Standards Act or under any other law that uses the “economic reality test” to determine employer/employee status.** The Consumer agrees never to argue or raise as a defense in any legal proceeding that the FMS Provider is the “employer” of a Caregiver for purposes of the Fair Labor Standards Act or for any other purpose.

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Section 8. Medicaid Fraud. The Consumer agrees and understands that if either the Consumer or the Caregiver submits false or inaccurate information regarding the work times or duties performed by the Caregiver, it will be considered Medicaid fraud and exploitation of benefits, which the FMS Provider is required to report to the State of Kansas. Furthermore, the FMS Provider has the authority to terminate this agreement when fraud has been committed.

Section 9. Consent to Release Confidential Information. The Consumer consents and authorizes the FMS Provider to release and exchange information related to the services provided by the FMS Provider and any of the Consumer’s Caregivers (including health information and information that is otherwise confidential) to the following agencies and individuals: the Consumer’s case manager; the Consumer’s case management agency or Case Management Entity (“**CME**”) (as applicable); a Managed Care Organization (“**MCO**”) involved with the Consumer’s Program; the Consumer’s Community Developmental Disability Organization (“**CDDO**”); KDADS; the Division of Health Care Finance of the Kansas Department of Health and Environment; HP Enterprises/KS Medicaid Fiscal Agent; KDADS’s Quality Assurance Department; AuthentiCare® KS; third party insurance carriers; and any other governmental agency as required by law and Kansas FMS requirements.

Section 10. Coverage by Caregivers. The Consumer understands and agrees that it is the Consumer’s sole responsibility (not the FMS Provider’s responsibility) to ensure that a Caregiver or someone else is present and available to provide services to the Consumer and that the FMS Provider is not liable in any way if a Caregiver or another person is not present or available to provide such services.

Section 11. Liability. The Consumer understands and agrees that the FMS Provider shall not be liable to the Consumer for any injuries, claims, losses, expenses, or damages, arising from or in any way relating to the Agreement from any cause or causes including, but not limited to, the negligence, gross negligence, errors, omissions, breach of contract, or breach of warranty by the FMS Provider, any agent, officer, or employee of the FMS Provider, or any Caregiver, or for the intentional misconduct of any Caregiver. The Consumer agrees to hold the FMS Provider harmless from any liability of the FMS Provider to a Caregiver, Medicaid, KanCare, or KDADS that is due to the Consumer’s negligence, gross negligence, errors, omissions, breach of contract, and/or intentional misconduct.

Section 12. Termination of the Agreement. This Agreement shall remain in effect until the earliest occurrence of one of the following events:

- (a) Denial of the Consumer’s Medicaid and/or KanCare eligibility;
- (b) Termination/closure of the Consumer’s applicable HCBS case;

- (c) Termination of the Consumer's right to self-direct his/her care;
- (d) Termination of the Agreement by the FMS Provider, in accordance with Program requirements, including termination for Medicaid fraud or for failure to pay a state-ordered client obligation;
- (e) Termination of the Agreement by the Consumer, following written notification from the Consumer to the FMS Provider and in accordance with Program requirements; or
- (f) The effective date of an agreement between the Consumer and another entity that provides FMS to the Consumer under the Program.

Section 13. Third Party Beneficiary. Though KDADS and the CME (if any) from whom the Consumer receives case management services under the Program are not parties to this Agreement, the parties specifically intend that KDADS and the CME (if any) each be a third-party beneficiary and, as a result thereof, further acknowledge and agree that KDADS and/or the CME (if any) may, at their option, enforce the terms of this Agreement.

Section 14. Assignment. The parties shall not assign, subcontract, or delegate any duties or obligations required by this Agreement to any other individual, agency, or organization. Subject to that limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.

Section 15. Amendment. This Agreement may only be modified by a written agreement signed by the parties hereto. No failure by either party to insist upon the strict performance of this Agreement on one or more occasions shall constitute a waiver of any right or remedy hereunder.

Section 16. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 17. Entire Agreement. This Agreement has been entered into in good faith by the parties. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous negotiations, understandings, and agreements with regard to the subject matter hereof, whether oral or written. In entering into this Agreement, neither the FMS Provider nor the Consumer has made or relied upon any representation or provision not set forth herein.

Section 18. State Law. The terms and provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of Kansas. The titles of the Sections, Subsections, Paragraphs, and Subparagraphs in this Agreement have been inserted for convenient reference only and shall not affect the construction of this Agreement.

Section 19. Venue. For any action to enforce this Agreement by KDADS or CME (if any), venue shall solely be in the District Court of Shawnee County, Kansas. For all other actions to enforce this Agreement, venue shall solely be in the District Court of Osage County, Kansas.

Section 20. Compliance with Program. It is the intent of the parties that this Agreement be interpreted to comply with the Program requirements.

Section 21. Signatures. This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

[signature page follows]

By signing this document, both parties verify they have read and understand all the provisions and responsibilities, and

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Resource Center for Independent Living, Inc.

By: _____

Signature

Print name

Title

CONSUMER (or Consumer's legal guardian, or legal/authorized representative)

Signature

Print name of Consumer

If Consumer does not sign, the relationship of the person signing to the Consumer

Appendix B - Employment Agreement

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the “Agreement”) is effective on this ____ day of _____, 20____, between _____ (the “Employer”), an individual, and _____, (the “Caregiver”), an individual.

W I T N E S S E T H:

WHEREAS, the Employer is a participant in a Home and Community Based Services waiver program under Medicaid (the “Program”) administered by the Kansas Department of Aging and Disability Services (“KDADS”) through KanCare and has elected to self-direct his/her services under the Program by employing one or more Caregivers (Direct Support Workers);

WHEREAS, the purpose of a direct support worker (or caregiver) under the Program is to provide assistance and support to a Program participant in accordance with the participant’s integrated service plan (the “ISP”) under the Program;

WHEREAS, the Employer desires to hire the Caregiver to be his/her direct support worker under the Program;

WHEREAS, the Caregiver desires to be employed by the Employer as a direct support worker under the Program; and

WHEREAS, the Employer uses Resource Center for Independent Living, Inc. (RCIL) dba RCIL as Fiscal Agent (the “FMS Provider”) to provide financial management services (“FMS”) under the Program to the Employer, including but not limited to (i) processing of time worked by the Caregiver, (ii) billing KanCare on the Employer’s behalf, (iii) distributing pay checks or electronic deposits for services rendered by the Caregivers under the ISP, (iv) withholding, filing and paying appropriate taxes for Caregiver services under the ISP, and (v) information and assistance services to assist the Employer in understanding his/her role and requirements as the employer of the Caregiver and his/her responsibilities under participant-direction.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. Employment. The Employer hereby employs the Caregiver, and the Caregiver hereby accepts employment with the Employer, upon the terms and conditions hereinafter set forth.

Section 2. “At-Will” Employment. The Caregiver is an “at-will” employee of the Employer, which means that the Caregiver’s employment may be terminated by the Employer, with or without notice, and with or without cause, at any time, for any reason not prohibited by law. **If employment is ended for any reason, it is the Caregiver’s responsibility to notify RCIL by calling 1-800-580-7245 by the end of the next business day.** Caregivers are required to request that their name be added to the DSW Workers List for the purpose of determining eligibility and availability of additional work as well as other administrative purposes. Failure to do so may lead to the denial and/or interruption of unemployment benefits.

Section 3. Duties under this Agreement. The duties of the Caregiver under this Agreement shall be as set forth in the Employer’s ISP (the “Covered Duties”). The Caregiver agrees to use his/her best efforts in performing his/her Covered Duties for the Employer and to comply with all Employer directives, both written and oral. The Caregiver understands and agrees that his/her assignment, duties, and responsibilities may be changed at any time by the Employer, subject to the limitations in the ISP.

Section 4. Compensation for Covered Duties.

- (a) The Employer shall pay the Caregiver for performing Covered Duties, in such amount as is agreed upon between the Employer and the Caregiver from time to time. Compensation for Covered Duties shall be made using Medicaid funds exclusively, in accordance with Kansas regulation 30-5-308.
- (b) The Caregiver understands and agrees that although payment for Covered Duties will be made by the FMS Provider, on behalf of and as payroll agent for the Employer, the FMS Provider shall not be liable to the Caregiver for payment of any compensation. The FMS Provider is a third party beneficiary of this Section 4(b).
- (c) If the Caregiver has concerns or questions about his/her compensation, the Caregiver is encouraged to contact the Employer immediately in order to resolve those concerns or questions. The FMS Provider is available to assist with unresolved compensation issues through information and assistance.

Section 5. Non-Covered Duties are Outside this Agreement. This Agreement does not prohibit the Employer from employing the Caregiver to perform duties that are not Covered Duties (“**Non-Covered Duties**”). To the extent that the Caregiver performs Non-Covered Duties, the parties agree that the Employer is obligated to pay the Caregiver directly for those Non-Covered Duties, with no involvement by the FMS Provider, in such amount as is agreed upon between the Employer and the Caregiver from time to time, and that the Employer is responsible for paying any overtime wages that are not properly payable under the Program. The parties understand that the Program does not provide funds to pay for any Non-Covered Duties.

Section 6. Work Schedule and Overtime.

- (a) The Caregiver’s work schedule shall be set by the Employer (not the FMS Provider). The Caregiver understands that he/she is expected to adhere to the work schedule and to provide the Employer with advance notice of any absence or requests for schedule changes.
- (b) The Caregiver understands and agrees not to work more than forty hours in any workweek for the Employer without advance approval from the Employer. The Employer develops the Caregiver’s schedule which is submitted to the FMS Provider. Changes to the schedule must be submitted in-advance to the FMS Provider. The Caregiver’s workweek shall be the 7-day period starting at 12:01 A.M. on Sunday and ending at midnight on the following Saturday.

Section 7. Time Records. The Caregiver shall report all time worked on Covered Duties using the AuthentiCare® KS IVR system and shall *not* report any time worked on Non-Covered Duties using the AuthentiCare® KS IVR system. The Caregiver shall not begin working until they have completed the hiring process with RCIL including authorization to begin using the AuthentiCare® KS IVR system. Time worked on Non-Covered Duties (if any) shall be reported to the Employer, in the manner directed by the Employer (not by the FMS Provider).

Section 8. Supervision, Cooperation, and Compliance with ISP, the Program, Instructions, Policies, Rules, Regulations, and Laws.

- (a) The Caregiver shall be directly supervised and managed by the Employer or the Employer’s “Authorized Representative” (if any)..
 -
- (b) The Caregiver agrees to adhere to all rules, policies, and regulations of the Employer.
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- (c) The Caregiver and the Employer agree to strictly comply with the ISP, the Customer Service Worksheet (if any), and any and all other Program requirements.
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- (d) The Caregiver and the Employer agree to strictly comply with any instructions, rules, or policies maintained by the FMS Provider with regard to the billing and payment for Covered Duties services rendered by the Caregiver.
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- (e) The Caregiver and Employer agree to strictly comply with any and all Kansas statutes, regulations, or policies (including, but not limited to, the KDADS's Field Services Manual, as amended) relating or pertaining to Covered Duties services to the Employer and for payment for such services.
- (f) The Caregiver agrees to cooperate fully with the FMS Provider and with KDADS, the Employer's case manager, case management agency (if any) from whom the Employer receives case management services under the Program, and the Case Management Entity (the "CME") (if any) from whom the Employer receives case management services under the Program, regarding any questions and/or inquiries about the Employer's case and services provided by the Caregiver under the Program.

• **Section 9. FMS Provider is Not the Common Law Employer for Purposes of Patient Protection and Affordable Care Act.** The parties hereby understand and agree that the FMS Provider is not the "common law employer" of the Caregiver for purposes of the Patient Protection and Affordable Care Act ("PPACA") or under any other law and that the FMS Provider has no legal obligation to offer health care coverage to any Caregiver. The parties further agree and understand that, under the legal standards established by the Internal Revenue Service, the "common law employer" for purposes of PPACA compliance is the Employer. The parties agree never to argue or raise as a defense in any legal proceeding that the FMS Provider is the "common law employer" of the Caregiver for purposes of PPACA or for any other purpose. The FMS Provider is a third-party beneficiary of Section 9 of this Agreement.

• **Section 10. FMS Provider is Not the "Employer" for Purposes of the Fair Labor Standards Act.** The parties hereby understand and agree that the FMS Provider is not the "employer" of the Caregiver for purposes of the Fair Labor Standards Act or under any other law that uses the "economic reality test" to determine employer/employee status. The parties agree never to argue or raise as a defense in any legal proceeding that the FMS Provider is the "employer" of the Caregiver for purposes of the Fair Labor Standards Act or for any other purpose. The FMS Provider is a third-party beneficiary of Section 10 of this Agreement.

• **Section 11. Changes in Information.** The Caregiver agrees to notify the Employer of any change in the Caregiver's name, address, telephone number, e-mail address, emergency contact information, and/or Form W-4 and Form K-4 elections.

Section 12. Safety. The Caregiver is expected to follow generally accepted safety procedures while performing Covered Duties and must promptly report all safety concerns to the Employer.

- (a) If an accident results in injury to the Employer and the Employer has an Authorized Representative the Caregiver must report the accident to the Authorized Representative, as soon as possible.
- (b) If a work-related accident results in injury to the Caregiver, the Caregiver must report such accident to the Employer as soon as possible, but no later than 24 hours after such injury. As making arrangements for Workers' Compensation coverage on the behalf of the Employer is a prescribed function of FMS Providers, the Caregiver must immediately notify the RCIL's Work Comp department and their Employer regardless of how insignificant the injury may appear,

involving physical injury or property damage. Speak with the RCIL's Work Comp department prior to seeking medical attention for a workers compensation injury.

In case of emergency and life-threatening accidents, Caregiver's should seek medical attention at the nearest hospital. Caregiver's with non-life threatening injuries should seek medical attention at nearby medical clinics, not hospitals. Upon arrival, Caregiver's should inform the medical provider that the injury is work-related and may be covered by workers' compensation insurance.

Injuries must be communicated to the RCIL's Work Comp department within 24 hours to ensure appropriate medical attention is provided. Injuries must be reported within the earliest of the following to be covered by workers compensation: 20 days from the date of the incident or injury, 20 days from the date medical treatment is sought, or 10 days from the employee's last date of employment.

Fraudulent or Abusive Acts: Administrative and Criminal

Defined in K.S.A. 44-5,120(d) and 44-5,125. Examples of fraudulent or abusive acts include but are not limited to:

- making false or misleading statements to obtain benefits
- presenting a false certificate of insurance
- submitting a charge for health care not furnished

The penalty for committing such acts:

- \$2,000 fine for each act of fraud or abuse
- misdemeanor or felony criminal charges

Report all work-related incidents resulting in an injury to self or Employer/Consumer to RCIL's Workers Compensation representative at 1-800-580-7245.

Section 13. Driving. The Caregiver is prohibited from providing transportation services to the Employer unless the duties specified in the Employer's ISP include providing transportation services. If the Caregiver's duties under the ISP include providing transportation services, the Caregiver (a) must have a current, valid driver's license and must have automobile insurance in the minimum amount required by the State of Kansas or in such greater amount as the Employer otherwise requires and (b) must notify the Employer immediately if the status of the Caregiver's driver's license or automobile insurance changes.

Section 14. Medicaid Fraud. The parties agree and understand that if either of them submits false or inaccurate information to the FMS Provider or through the AuthentiCare® KS IVR system regarding the work times or duties performed by the Caregiver under the Program, it will be considered Medicaid fraud and exploitation of benefits, which the FMS Provider is required to report to the State of Kansas. RCIL reserves the right to recover funds from the Caregiver and/or Employer paid as a result of fraudulent claims or activities.

Section 15. Consent to Release of Confidential Information. The Caregiver consents and authorizes the FMS Provider and the Employer to release and exchange information related to the services provided by the Caregiver to the following agencies and individuals: the Employer's case manager; the Employer's case management agency or CME (as applicable), including, but not limited to, a Managed Care Organization ("MCO") that is a CME; the Employer's Community Developmental Disability Organization ("CDDO"); KDADS; the Division of Health Care Finance of the Kansas Department of Health and Environment; HP Enterprises/KS Medicaid Fiscal Agent; the KDADS's Quality Assurance Department; AuthentiCare® KS; and any other governmental agency as required by law and Kansas FMS requirements.

Section 16. Termination of the Agreement. This Agreement shall remain in effect while the Caregiver is employed by the Employer. The Caregiver understands and agrees that his/her employment, and this Agreement, will terminate upon the earliest occurrence of one of the following events:

- (g) Denial of the Employer's Medicaid and/or KanCare eligibility;
- (h) Termination/closure of the Employer's applicable HCBS case;
- (i) Termination of the Financial Management Service Agreement between the Employer and the FMS Provider.
- (j) Termination of the Employer's right to self-direct his/her care; or
- (k) A decision of either party to terminate the employment relationship.

Section 17. Third Party Beneficiary. Though KDADS and the CME (if any) are not parties to this Agreement, the parties specifically intend that KDADS and the CME (if any) each be a third-party beneficiary and, as a result thereof, further acknowledge and agree that KDADS and/or the CME (if any) may, at their option, enforce the terms of this Agreement.

Section 18. Assignment. The parties shall not assign, subcontract, or delegate any duties or obligations required by this Agreement to any other individual, agency, or organization. Subject to that limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.

Section 19. Amendment. This Agreement may only be modified by a written agreement signed by the parties hereto. No failure by either party to insist upon the strict performance of this Agreement on one or more occasions shall constitute a waiver of any right or remedy hereunder.

Section 20. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

Section 21. Entire Agreement. This Agreement has been entered into in good faith by the parties. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous negotiations, understandings, and agreements with regard to the subject matter hereof, whether oral or written. In entering into this Agreement, none of the parties have made or relied upon any representation or provision not set forth herein.

Section 22. State Law. The terms and provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of Kansas. The titles of the Sections, Subsections, Paragraphs, and

Subparagraphs in this Agreement have been inserted for convenient reference only and shall not affect the construction of this Agreement.

Section 23. Venue. For any action to enforce this Agreement by KDADS or CME (if any), venue shall solely be in the District Court of Shawnee County, Kansas. For all other actions to enforce this Agreement, venue shall solely be in the District Court of Osage County, Kansas.

Section 24. Compliance with Program. It is the intent of the parties that this Agreement be interpreted to comply with the Program requirements.

Section 25. Signatures. This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

By signing this document, both parties verify they have read and understand all the provisions and responsibilities, and

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CAREGIVER

EMPLOYER

Signature

Signature of
Employer/Authorized Representative

Print name

Print name

If Employer does not sign, the relationship of the person
signing to the Employer /Authorized Representative
(Guardian, Active DPOA, Designated Representative, or other
authorized representative)