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*Information published 2015*
Introduction to Assisted Facility Choices

Assisted living residences are very popular today. They offer more individual choice and a more apartment-like way of living compared to most traditional nursing facilities. Residential assisted living can be an appealing choice when you or your family require or desire greater help with daily routines. Most of the time, assisted living costs less than nursing home care and certainly much less than 24/7 care in your home. On the other hand, assisted living apartments are essentially congregate living plus extra services. They offer less privacy than a person’s own home. The communal life of assisted living is more like life in a college dormitory, well-aged.

In 1995, Kansas authorized licensing for four types of adult care homes, in addition to nursing facilities. The Kansas Department for Aging and Disability Services (KDADS) licenses, regulates and inspects all adult care facilities.

- Assisted Living Facilities (ALF)
- Residential Health Care Facilities (RHCF)
- Home Plus (HP)
- Boarding Care Homes (BCH)

**AACFs/ASSISTED ADULT CARE FACILITIES**

Is used throughout this booklet to refer to the four categories bulleted above, unless a particular type is specified.

Assisted Adult Care Facility living is designed to provide housing and a range of supportive services. They will provide very limited assistance such as, help with Personal Care or Supervised Nursing Care, while still allowing the resident to maintain independence. Be aware that the level of care that one can receive in an Assisted Adult Care Facility is vastly different from the level of care given in a Nursing Facility. If you require Skilled Nursing Care, or a high level of assistance with daily living tasks, a Nursing Facility will better suit your needs.

*In some instances “assisted living” is used as a marketing term. Be aware that almost any building catering to older adults can use this title, though their services may range from a room with a call button to a full-service facility.*

It is unlawful to operate an adult care facility in Kansas without a license. Increasingly there are a number of facilities in the state offering housing and services which have the appearance of assisted living, but are not licensed. An example of this is a senior apartment building or senior housing. Services provided may include:

- maintenance of building and grounds
- some meal services in community dining room
- services coordinator staff and some organized activities

For your protection, if you are seeking a licensed adult care facility where you may receive help with Nursing or Personal Care, ask to see a license issued by the Kansas Department for Aging and Disability Services (KDADS). If a problem occurs in a licensed adult care facility, or if an assisted care facility is operating without a license, you can report your concerns to the KDADS Adult Care Complaint Program toll-free 1-800-842-0078.
# ASSISTED ADULT CARE FACILITIES

<table>
<thead>
<tr>
<th>Licensed as (Abbreviation)</th>
<th>Assisted Living Facility (ALF)</th>
<th>Residential Health Care Facility (RHCF)</th>
<th>Home Plus (HP)</th>
<th>Boarding Care Home (BCH)</th>
<th>Adult Day Care (ADC)</th>
</tr>
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<tbody>
<tr>
<td><strong>Must be licensed by State</strong></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Number of Residents Permitted</strong></td>
<td>6 or more</td>
<td>6 or more</td>
<td>12 or less</td>
<td>10 or less</td>
<td>Unlimited Number</td>
</tr>
<tr>
<td><strong>Type of Living Unit</strong></td>
<td>Apartment: Bathing, toilet, kitchen,* sleeping, living, storage, locked door (for entry)</td>
<td>Individual Living Unit: Same as apartment in ALF but no kitchen</td>
<td>Residence or Facility</td>
<td>Place or Facility</td>
<td>Place or Facility</td>
</tr>
<tr>
<td><strong>Type of Nursing or Other Care provided</strong></td>
<td>Personal or Supervised Nursing Care 24/7; Intermittent or limited skilled nursing care</td>
<td>Personal or supervised Nursing care 24/7; Intermittent or limited skilled nursing care</td>
<td>Personal or supervised nursing care; other care only as pre-approved by KDADS</td>
<td>Only supervision of Activities of Daily Living (bathing, dressing, eating, etc.)</td>
<td>Personal Care</td>
</tr>
<tr>
<td><strong>Must have a licensed Operator or Administrator</strong></td>
<td>Yes, Operator if 60 beds or fewer. If 61 beds or more, must have licensed Administrator</td>
<td>Yes, Operator if 60 beds or fewer. If 61 beds or more, must have licensed Administrator</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
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* Kitchen: Sink, Refrigerator, Oven or Microwave

** Must have a licensed Administrator is required for management of any Kansas licensed nursing facility. A licensed administrator must have a bachelor's degree and must complete a supervised practicum of at least 480 hours at a nursing facility, and pass a licensing test.

A Kansas certified operator must take a training program of at least 45 hours on the principles of assisted living and may only administer a Kansas licensed AACF. For all above if the number of beds or slots are 120 or more, a second Administrator is required. (see page 35)
Assisted Living Facility Residential Health Care Facility and Adult Day Care

Assisted Living Facilities (ALF) are licensed to care for 6 or more people in apartment-type units (studio or larger) and provide or coordinate a range of services, including personal care or supervised nursing care available 24 hours, seven days a week. ALFs may be free-standing, or may be part of a larger complex that also offers nursing facility care and independent living arrangements.

In most cases ALFs must provide:
- lockable doors on residents rooms
- a kitchen area with sink, refrigerator, and microwave or stove
- a toilet room with bath or shower
- sleeping, living and closet areas

Services provided by ALFs usually include:
- maintenance of building and grounds
- daily meal service in a community dining room
- 24 hour security and staff availability
- housekeeping services
- laundry
- medical, dental & social transportation
- Personal Care (help with activities of daily living/bathing, eating, dressing, etc.)
- health care services such as medication management, if needed
- activities

Residential Health Care Facilities (RHCF) are licensed to care for 6 or more people in "individual living units" (usually a room or a studio). The services provided are the same as those in ALFs. The main difference is that RHCFs are not required to provide kitchens in the living units. In addition, RHCFs converted from existing nursing facilities are only required to provide private bathing facilities in 20% of their individual units.

ALFs or RHCFs licensed as Intermediate Personal Care Homes before January 1995 are not required to have kitchens or bathrooms in their individual living units. Kansas regulation requires ALFs and RHCFs to specify the services provided in an individualized "Negotiated Service Agreement" for each resident.

Adult Day Care (ADC) providers in Kansas are permitted to offer services less than 24 hours per day for adults who need supervision of or assistance with activities of daily living. Adult day care facilities are licensed, and may be a specialized service provided within an ALF or RHCF or in a free-standing building. The adult day care facility must have a set of policies on resident rights which incorporate autonomy, privacy, dignity, choice and individuality. Further the facility must be operated in such a way as to provide for each resident’s needs and services according to his Functional Capacity Screen and Negotiated Services Agreement (see pages 14-17).
Home Plus, Boarding Care Homes and Adult Day Care

Home Plus (HP) residences are licensed to care for 12 or fewer people. These homes are usually private residences and typically provide:

- a private or shared room
- daily meal service
- 24-hour supervision by staff (can be Certified Nurse Aide/CNA or other care provider)
- Personal Care (help with the activities of daily living — bathing, eating, dressing, etc.)

The level of care that can be provided at a Home Plus facility is dependent on the type of professional training of the staff, as approved by the Kansas Department for Aging and Disability Services and in accord with regulations. If the operator is a registered nurse, the care which can be provided in the home plus may be more complicated than if the operator has no nursing training. If you are considering a Home Plus facility, it may be helpful to contact the Kansas Department for Aging and Disability Services to know exactly what type of care is authorized at the Home Plus.

Boarding Care Homes (BCH) are licensed to care for 10 or fewer people who need supervision, but who are able to move about and capable of managing their own care and affairs. Boarding care homes usually provide:

- room (often shared with others)
- daily meal service
- housekeeping services
- supervision

The boarding care facility must have qualified staff to meet the needs of its residents, but in general the residents must make their own arrangements for medical care and dental care. Supervised self-administration of medication is permitted. This means that the home can identify the pill and dosage by the label on the bottle, remind the resident to take her medication, remove the cap, and watch the resident take the medication, but cannot give the medicine to the resident. If the boarding care facility is supervising a resident taking her own medication, the facility staff must make a record of every time they assist with medications. They must also notify the medical provider and family member or legal representative if there is a change in the resident’s condition. No physical restraints are permitted in boarding care facilities. All residents in boarding care facilities must be able to feed themselves. If a resident in a boarding care facility requires assistance with eating or the services of a paid nutrition assistant, she is in the wrong level of care.
Comparing Adult Care Facilities

Today, many older Kansans are looking for supportive housing that will help them remain independent, happy, healthy and safe. When living independently becomes too difficult, there are several alternatives to nursing home care. "Assisted Living" and other types of supportive housing are available.

How do costs compare between Assisted Living and Nursing Facilities?
Semi-private rooms are the industry standard in nursing homes. Most but certainly not all of assisted living type facilities offer private rooms or private living units. According to Genworth and Met Life:

- In Kansas, the average annual nursing home rate for a semi-private room in 2015 is $60,225, based upon an average daily rate of $165. (Wichita average daily rates were slightly higher at $174.) The average private room daily rate in a Kansas nursing home was $180.
- The annual base rate for assisted living in Kansas in 2015 is, $50,250, based upon an average monthly base rate of $4,188. (Wichita monthly rates averaged higher than the rest of the state, coming in at $4,750).
- Base rates in assisted living facilities equate to the bare minimum of services offered at the facility in the simplest living unit. However, the actual cost of living in an assisted living facility can be much more than its base rate, depending on the unit design and the types of services you will need. Unlike nursing home care, many services you may want or need are not included in the assisted living facility base rate. Services added increase the monthly rate. The MetLife study done in 2012, found that the average national monthly rate for assisted living type care with five or fewer services was $2,751, for six to nine services was $3,486, and for ten or more services was $3,789.
- Across the nation, the average annual rate for a private room in an Alzheimer’s unit or wing in 2012 was $57,684, or $4,807 monthly.

Prior to admission, the AACF must tell the resident or his guardian or legal agent in writing the rates and charges for the services that will be provided. The notice must also include the AACFs refund policy.

Changes in charges or services require 30 days advanced notice, except those due to a change in the necessary level of care. When there is a change in the level of care, the costs will change accordingly: they could go down if care needs are reduced, but usually costs are increasing as care increases. The AACF must provide written copies of your records within two business days of a written request. The facility is allowed to charge a reasonable fee and can’t exceed the actual cost of producing the copies.
As you go through the process of choosing a care facility for yourself or a loved one, think about what will best meet your needs. Be sure that you are a really good candidate for assisted living arrangements. For those who dislike the idea of communal living, care at home, or with an adult day care program may work better. For outgoing people who are beginning to experience a decline in function, assisted living may be a good choice. You will want to gather enough information to make an informed choice! Ask as many questions as you think of. This will be your home and you want to choose what works for you!

Take a realistic look at finances. Do some cost projections - look ahead three or six years to see if you can continue to afford residential assisted living. Consider the likely possibility of increasing frailty and associated expenses and increased monthly charges. Will future income & assets cover those changes? Here are several questions to ask:

☐ Licensed. Is the facility licensed by KDADS? *(NOTE: if the license is "provisional," the facility has not satisfied all regulations and requirements.)*

☐ Inspection results. Ask to see the most recent compliance (inspection) report and note any deficient practices cited by KDADS. Ask to see the Plan of Correction submitted by the AACF and confirm corrections were made. The facility is required to make a copy readily accessible in a public area. *If it is not accessible, or the staff is hesitant to show it to you upon request, consider this a ‘red flag.’*

☐ Admission Agreement. Ask for a copy of the admission agreement, a list of the facility's rates and services, and the papers you will have to sign when you move in. Are there additional charges for services not mentioned? How much and for which services? What specific housekeeping services are provided in the standard rate? Be sure you understand what the facility can and cannot do to accommodate increasing frailty and care assistance. Will staff help make arrangements for needed care the facility can’t provide? Is the cost affordable?

☐ Resident Policies & Procedures. Ask to see all policies and procedures related to resident services. The facility is required to make them available to you.
Consumer Checklist, continued

☐ **Food or Meals.** How many meals are provided per week? What food choices are available? Is food available 24/7? Extra charges for special diets? Snacks provided? Are you charged for meals you do not eat or when you are out of town?

You may want to arrange for a meal at the facility in order to assess the quality and quantity of food. You may have to pay for the meal. Combine the meal with participation in a group activity; both will give you the to interact with other residents.

☐ **Operator or Administrator in charge.** There is a big difference (see page 40). What is the education and employment background of the person in charge? Does s/he appear to be competent and in full charge of the facility? It is important that you feel comfortable and confident in this person’s ability to safely manage the facility. This is the person you should go to if you have any problems with care or services.

☐ Do Certified Nurse Aides/CNAs and Certified Medication Aides/CMAs provide the care for residents? It is a good idea to make a few unannounced visits at different times during the week and on the weekend so you’ll have an accurate picture of staff available to help no matter the day or time.

☐ Insist on taking an extensive tour at different times of the day to be sure there is adequate staff. Observe whether the aides know the residents names, and ask how many residents each staff person is responsible for assisting. How many nurse or nurse aides are on duty day, evening and night shifts? What is the ratio of nurse or nurse aides to residents? In dementia units, 1 to 5 is the recommended ratio.

☐ Is there an nurse on staff to supervise nurse aides and to provide nursing care if needed? Is the nurse in the building or available only by phone? How often & for how long is a nurse in the facility? If an emergency occurs, how much time does it take for a nurse to get to the facility?

☐ Are nursing staff members readily available to meet scheduled and unscheduled needs of residents? Are nurses and nurse aides friendly, helpful, respectful? Carefully observe the attitude about care given by the staff. Do the nursing staff seem caring and concerned? Is staff more interested in marketing and keeping apartments filled?

☐ How does the facility respond if two or more residents need help at the same time?

☐ If there was a fire or disaster, what would staff do to assist residents? How often does the facility conduct fire and disaster drills? How long does it take to get everyone to a safe place?
Consumer Checklist, continued

☐ Is smoking allowed in the living units? In the common areas?

☐ Where are pets allowed? Community areas? Free roam? Personal Quarters?

☐ Is there evidence of an organized activities program, such as a posted schedule, or activities in progress? Are the activities offered of interest to you? If not, what will the facility commit to you, in writing, to provide activities of interest to you? In or out of the facility? With transportation? With staff assistance if you need it?

☐ Is there an active resident council? (residents meet monthly to share ideas or concerns about activities, food selection, etc.) Does the facility implement requests and address concerns?

☐ Is transportation available on fairly short notice? For what purposes? Groups activities only? Medical? Social? Specific activities of your choosing?

☐ Are the building and grounds clean, well maintained, and free of obvious safety hazards?

☐ Are the dining room and other common areas comfortable and attractive? Is there a private room you may use for family/friend events?

☐ Is the individual living unit adequate to accommodate your belongings and your lifestyle? Look beyond a fancy interior. Is the space functional for residents with canes, walkers, or wheelchairs and limited abilities to navigate? Storage?

☐ Is there adequate parking close to the entry doors?

☐ Is there a means to signal for staff assistance 24-hours a day?

☐ Do residents enjoy or seem satisfied with the staff and the facility?

☐ If you choose, is your family invited to participate in Plan of Care meetings? Can they be set for a time that is convenient for your family?
Who Is Appropriate for Assisted Living

This booklet contains a highly condensed version of selected state regulations, and having some understanding of them may be of benefit to consumers.

Every AACC & RHCF is required to complete a screening for each resident on or before admission. This usually consists of a few questions about how independent you are in the Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL). There are also questions about memory and recall; ability to make decisions and to communicate; problems or risks you may have, including falls, problems seeing or hearing, or wandering or disruptive behaviors.

**Assisted living was never intended to provide care for frail and sickly seniors. When a resident’s health declines, many facilities will insist the resident leave. Even if a facility wants to keep you/your loved one, the state may require s/he be moved to a facility which can provide the level of care needed. Exceptions are made in terminal cases when hospice is involved. Read the Negotiated Service Agreement (see pg. 12) very carefully, and have a lawyer look it over before you sign (to be prepared for an emergency situation.)**

**Can a person with mental illness or mental health needs live in an AACC?**

Persons who have mental illness and who need specialized services for it can only be admitted to an AACC if the AACC has services that will help the person maintain the highest practicable level of physical, mental and psycho-social functioning. The goal is to keep the person at his or her best, so far as can reasonably be done. The exception to this rule is for a boarding care facility, which can only offer personal care services.
Dementia Care &
Special Care Units

Memory or Dementia Care Units are sought by adults and families when cognitive changes begin to compromise the safety and well-being of an individual. Many facilities which advertise as Memory or Special Care offer little more than a locked door to inhibit an individual’s ability to exit. For more extensive resources to evaluate quality in dementia care, see [www.kabc.org](http://www.kabc.org) or [www.alz.org](http://www.alz.org) “Key Elements of Care”. Recommendations for appropriate staffing and care are 1 staff to no more than 5 residents. A good quality unit will have well-trained staff versed in approaches to care and behavior management that are non-medication based; the same staff person consistently assigned to care for the same resident(s) each day; and individual-specific activities and food choices for each resident. Ask about the number of dementia specific training hours aides and nurses receive prior to employment and each year.

**KAR 26-41-203**: AACF’s who designate all or part of the facility for special care of specific needs must have:

- Written policies and procedures for the operation of the special care unit.

- Admission and discharge criteria that identify the diagnosis, behavior, or specific clinical needs of the residents to be served. The medical diagnosis, medical care provider’s progress notes, or both shall justify admission to the special care unit. A written order from a medical care provider is required for admission.

- The resident’s Functional Capacity Screen indicates s/he would benefit from the services and programs offered.

- Before admission to the unit, the resident or legal representative is informed in writing, of services and programs available and that address the resident’s specific needs.

- Direct care staff are present in the special care unit at all times.

- Before working in a special care unit, each staff member is to receive training that is specific to needs of the unit’s residents, and will receive dementia training annually. The employee’s personnel record will contain verification of training received.

- Residents in a special care unit are able to access the facility’s least restrictive public settings which are appropriate for a resident’s level of safety requirements (living, dining, activity, and recreational areas). Control of unit exits is the least restrictive possible for residents living there.
Who is not appropriate for Assisted Living

AACFs cannot provide care and services to persons who have the following conditions or characteristics, unless the resident and the facility agree in writing, in the Negotiated Service Agreement, that the AACF will provide services that will meet the needs of the resident:

- A person who is incontinent, if the resident can’t or won’t participate in the management of the condition;
- A person who has problems with mobility, if the resident is totally dependent on the assistance of another person to exit the building;
- If the person always requires the assistance of two or more persons to get around;
- If the person has an ongoing/24 hour need for skilled nursing care, that is the care of an RN, and,
- If a resident has a behavioral symptom or symptoms that cannot be managed at the AACF (for example, aggressive behavior toward staff or other residents; frequent falls, etc.)
- A person whose medical or clinical condition requires the use of restraints cannot be admitted or allowed to stay at an AACF under any circumstances. There are other restrictions as to who can live in an AACF.

Exception: Persons with the above types of needs cannot be admitted to or remain in a Boarding Care Facility, even if the facility states that it can provide services that will meet the needs of residents with such conditions. This level of care exceeds what a boarding care home can provide.

AACFs aren’t required to have as many qualified staff on duty as in nursing homes.

Health care can become a concern if a person’s health is declining, and their needs may not be noticed quickly enough by the AACF.

There are regulations related to emergency safety, that are set by the State Fire Marshal, which require a minimum number of staff to assist AACF residents to safety in the event of a fire.
Determining Your Care Needs

AACFs are required by law to have an initial and annual assessment of each resident, and a written contract with the resident setting out the specific services the facility will provide. The assessment is officially known as a “Functional Capacity Screen” and the contract is known as a “Negotiated Service Agreement.” In nursing homes, federal and state laws require a certain level of services and quality of care and quality of life. There are no such federal requirements for AACFs in Kansas. There are state regulations for AACFs, but they are significantly less detailed than federal and state nursing home laws.

AACFs aren’t as closely monitored by the state as nursing homes. They have fewer regulations to meet, and you have to decide the level of care that you want. You may need or want extra help now or in the near future, but you can’t always predict just how much help you (or your family member) will need later or through the end of life.

No admission agreement or contract can provide a general waiver of liability for the health and safety of any resident. But understand that under the system of negotiated services, an AACF and a competent resident (or their legal representative) acting in good faith, can enter into a fully informed consent, agreeing not to provide particular services. See the section on informed consent and on preventing abuse and neglect. (refer to page 28.)

No one ever wants to think that something will go wrong, and most of the time it doesn’t. However, if something does go seriously wrong, it is best to have your own record of what happened. Keeping your own notes about registering complaints or concerns with the health care provider means that you note:

- the date of your concern,
- who you told at the facility,
- what they told you to do, or
- what they told you they would do, and whether it was done.

Who? When? and What? are key questions and facts in the event that something goes wrong at the facility. Your notes with those answers can help answer the questions: Why? and How? later on. It is important to make your notes as close to the time the event occurs as possible. Notes written soon after an event or conversation are perceived to be more reliable and not clouded by the passage of time.

Note: KAR are Kansas Administrative Regulations
KSA are Kansas Statutes Annotated
Both are in effect law.
The **Functional Capacity Screen** (FCS) provides an accurate picture of your need for services. It is used to determine which services you need, and the level of care you need, which is included in your **Negotiated Service Agreement** (pg. 14). The screening results and care level required directly affect the rate charged for services.

KAR 26-41-201 requires the **Functional Capacity Screen** to be updated at least once a year, or following a significant change in your physical, mental or psycho-social functioning. If you disagree with any finding in your FCS, ask for another opinion. You might also ask a trusted family physician or a registered nurse to review your FSC to be sure it is accurate, fair and complete. Remember that an improvement in your health or functioning is a significant change which could mean you need fewer services or less care and could reduce the cost you pay.

If the **Functional Capacity Screen** indicates a need for health care services, a Registered Nurse (RN) or a Licensed Practical Nurse (LPN) must develop a **Health Care Service Plan** with you. The nurse may be employed by the facility or a home health agency, or you may hire a nurse to complete your Health Care Service Plan. This plan must specify any health care services provided or coordinated by the facility. The facility may help you arrange health care services from an outside resource, such as a licensed home health agency. Your **Health Care Service Plan** becomes a part of your **Negotiated Service Agreement (NSA.)** Your **Health Care Service Plan** must specify how the facility will provide or coordinate the following services:

- Medication Management
- Personal Care
- Supervised nursing care
- Skilled nursing care

**Will there be any assessments of my needs after the initial one?**

You have a legal right to a new **Functional Capacity Screen** and new or renewed Negotiated Service Agreement:

- once every year,
- when you or your legal representative request it,
- if you begin to need a paid nutrition assistant to help you eat, and,
- if you have a significant change in your condition.

And, you have a **right to an assessment by a licensed nurse** if your **functional capacity screen shows that you need health care**, in which case the licensed nurse must develop a health care services plan for you which shows what your health care needs are and how they will be treated and who will provide the services. If your **Functional Capacity Screen** demonstrates that you have a need for health care services, a licensed nurse must help create, review, and revise your **Negotiated Service Agreement.**
It is critically important that you understand what the Negotiated Service Agreement (NSA) says and that it says what you want. As with all legal matters, be sure to get this information in writing. You may want to have an attorney review your admission agreement and NSA before you sign them, but both should be signed and in effect on the day of admission. Once the NSA is signed, the facility is legally required to see that you receive the services specified. (KSA 39-936)

KAR 26-39-102 states: The Negotiated Service Agreement must not include a general waiver of liability for health & safety of residents.

Prior to admission, the facility is required to inform you in writing of rates and charges for services and the facility’s refund policy. The facility must notify you in writing of any changes in rates and services 30 days before the changes go into effect. Be aware of how much notice you are required to give the facility in the event you decide to move out.

KAR 26-41-202 states: “The assisted living or residential health care facility shall develop, in collaboration with the resident, the resident’s legal representative, family, if agreed to by the resident, or case manager, a written negotiated service agreement (NSA) based on service needs or preferences of the resident.” This applies in Home Plus, too.

The NSA must describe:
- the services to be provided based on the needs and preferences of the resident
- identify who will provide the services
- identify the party(ies) responsible for payment when services are provided by an outside source

A licensed nurse employed by the facility, or by a home health agency, or by the resident shall participate in the development of the NSA, when the Resident Functional Capacity Screen indicates the need for health care services. The facility is required to help you contact outside resources to arrange services, to monitor the services received, and to "act as an advocate" if the services are unsatisfactory.

You or your legal representative may refuse a service the facility thinks you need. If you do so, the facility is responsible for informing you about potential negative consequences to your health or safety, and you must accept the potential risk.

KSA - Kansas Statutes Annotated  KAR - Kansas Administrative Regulations
Very few of us will choose nursing home care over AACF care, if we qualify for both. However, nursing home care is offered and regulated in such a way that more skilled nursing care and services are usually available when you need them. Not so in an AACF. So contracting for care and services and assuring good quality of care and services becomes an important part of the job of the consumer when buying assisted living services.

It is especially important to keep a copy of the Functional Capacity Screen and the Negotiated Service Agreement, because these two documents define the care you will receive and the level of care for which you will pay. They are the two most important papers in an AACF, and they mostly control the care you/your family member will receive in the AACF.

How much say do I have in the care I receive?

Each person has the legal right to participate in the development of her Negotiated Service Agreement, unless she is unable to do so. If the resident is unable to do so, her legal representative or health care power of attorney has the legal right to participate. Each resident has the right to her own physician of choice and to be kept informed of her medical condition. The choice of pharmacy is up to the resident. However, the AACF can require that the pharmacy chosen be able to provide the medicine packaged to dispense in single unit doses. Managing your own personal finances is your right as well, and you can exercise that right yourself or through the assistance of an appointed agent. The AACF cannot require that you deposit money with them.
If I disagree with a recommended treatment can I refuse?

You have the right to refuse treatment, but you must be fully informed about the alternatives to the treatment you are refusing, and you must be fully informed about the consequences to your health of refusing treatment.

If you refuse a service that the operator or administrator, licensed nurse (RN or LPN), physician, physician’s assistant (PA), nurse practitioner (ARNP) or case manager says is necessary for your health and safety, the Negotiated Services Agreement must include your refusal. The written agreement must:

- identify the services you are refusing;
- state clearly the possible problems of not having the services;
- give written proof that you and/or your legal representative have been educated about the potential problems; and
- include a written statement that you accept the risks of doing without the service or services.

How important is the Administrator or Operator and Director of Nursing to the kind of care I receive?

Each licensee (owner or whomever applies/holds the State license to operate) of an adult care home or AACF must tell KDADS within two working days if there is a change in the administrator, director of nursing or operator. If they know it, you should too. They are as critical to the management of the AACF as the manager of a restaurant. Ever notice how quickly the quality of food at a restaurant can go down hill when there is a turnover in management? The same can certainly hold true for the much more complex and critical care in an AACF. So, you may want to ask the AACF to let you or your legal representative know if there is a change in who is in charge.
Admissions Contract

What you need to know **BEFORE** signing an Admissions Contract

- Make sure that you know what all of the service and care terms mean. If you don’t, you really don’t know what care and service the facility is supposed to be providing, or for what care you are paying. For example, what does “medication assistance” actually mean? How often is it provided? Who is passing out the medicines? What is his/her level of training or licensing - Registered Nurse, Licensed Practical Nurse or Certified Medication Assistant? What happens if doses are missed? What does “assistance with bathing and dressing” mean? How much assistance? How often? What if more help is needed?

- Ask the facility’s Operator or Administrator about safety and security measures. You would do this anywhere you live. If you are a family member selecting an Assisted Adult Care Facility/AACF for someone with dementia, an imperfect comparison would be checking out a day care center for your child. How is security provided in the evening or at night? Who has access to the building at night? Can an unknown visitor gain entry without any employee seeing them? This is especially important if your family member has dementia or mental confusion.

- Make sure you know whether any resident has a prior violent criminal history which could place you/your family member at risk. The danger is rare, but the potential injury is extremely serious.

- Confirm that all of the employees from nurses to maintenance to dietary have been fully screened for criminal activities such as theft or abuse. Any adult care home in Kansas is required to do a background check on all employees. Confirm with the facility that they have conducted a background check on each current employee.

- There is no set price for licensed adult care facilities. Costs vary from one facility to another based upon demand, geographic location, newness of facility, etc. Accommodations range from basic to luxurious, and services provided can range from minimal to extensive. Most facilities charge month-to-month rates for room/rent, board, meals and housekeeping, and services.
Admissions Contract

What is an Admissions Contract?

The admission contract is a legally binding document that defines and describes a resident's legal relationship with the facility.

- You have a legal right before signing an admission agreement, to read and receive a copy of residents' rights and the AACFs policies on advanced directives and filing grievances. If you don't agree with any of these policies, you need to consider it carefully before signing the admission agreement. Make sure that the advance directives policies fit what you would agree to in the event of a terminal illness. Some facilities have a religious affiliation which may not permit them to honor your particular advance directive, such as withholding food and water in the event of a terminal illness. You must also be given notice of additional charges for optional services. And you must be given the facility’s rules for residents’ conduct.

- Remember that nothing in any contract or admissions document can limit the legal duties of the assisted living facility under Kansas statutes or regulations. So, the contract cannot take away certain legal rights that you have under Kansas law. And there may be additional duties of the AACF under Kansas or federal law, as discussed in detail below. For example, a contract cannot limit the liability of the AACF to be responsible or legally liable for negligent care that injures a resident. That is an illegal and unconscionable clause. If an aide is helping you (or your family member) with a bath and accidently causes an injury such as a fracture, the contract cannot relieve the AACF of liability for such negligence.

- **Don’t rely on verbal promises**, wonderful web sites or pretty public relations pamphlets for assurances about the care and services in an Assisted Adult Care Facility/AACF. If a service you are relying on is not in the written contract, signed by you and the facility’s representative, the facility may not be legally obligated to provide the service. Assisted living can be great, but it is very much a “buyer beware” situation.
Arbitration Agreements

- Sometimes in the contract which the facility offers you there will be a clause known as an “mandatory arbitration agreement.” A mandatory arbitration clause may even have its own signature line in the contract. If mandatory arbitration is in the contract the home offers you, tell the AACF employee asking you to sign it to mark out or to delete it from the contract. Make sure you initial and date the deletion.

- Why would smart consumers want to delete the arbitration agreement? Because if anything goes wrong with the care, services, or security at the home, and the resident loses property, is denied his rights, or is seriously injured, an arbitration agreement forces the resident into private arbitration and out of the public courts. This means you are giving up your constitutional right to have a jury decide disputes between you and the corporation.

- Corporations often put mandatory arbitration agreements in admission contracts for the simple reason that they favor the corporation in the event of a dispute. First, trying to recover damages for injuries through private arbitration costs more than public courthouse access. This will stop many injured persons in their tracks, and corporations and chain operators know this. A big chain can afford the cost of arbitration more than most individuals. Also, citizens don’t have as many tools in private arbitration to find out how the AACF operates. Such information can often help an injured party or her family pinpoint what went wrong.

- Many consumers overlook the arbitration clauses because they don’t completely understand them, or they don’t think anything will go wrong at the AACF. Many people assume that the admission to the AACF requires that you sign the contract “as is,” without any changes. You may ask to delete a provision in the contract. Usually the corporation will remove that provision if you ask them to, because they want to be able to prove that it is not a forced provision. If you ever ask a provider to delete a contract provision, and the employee refuses, make a written note of your request, reminding yourself of the date of your request, the date it was denied, what you requested and who denied it. It will come in handy if there is a dispute later. If you are requesting such a change, you will probably want to speak with a facility operator or administrator and ask them to contact their legal department to consider the change.
Admission, Transfer & Discharge

KAR 26-39-102. Admission, transfer and discharge rights of residents in adult care homes. The adult care home shall permit each resident to remain in the adult care home, and shall not transfer or discharge the resident from the adult care facility unless:

- The transfer or discharge is necessary for the resident's welfare and the resident's needs cannot be met in the adult care facility;
- The safety of other individuals in the adult care home is endangered;
- The health of other individuals in the adult care home is endangered;
- The resident has failed, after reasonable and appropriate notice, to pay the rates and charges imposed by the adult care home; or
- The adult care facility ceases to operate.

Before the AACF transfers or discharges a resident involuntarily, it must:

- Notify the resident, the resident's legal representative, and if known, a designated family member about the transfer or discharge and the reasons.
- Document in the resident's clinical record the reason for the transfer or discharge, and which are allowed by regulation.
- The documentation shall be made by: The resident's physician when transfer or discharge is necessary for the resident's welfare and the resident's needs cannot be met by the adult care home; the resident's physician when transfer or discharge is appropriate because the resident's health has improved sufficiently so that resident no longer needs the services provided by the adult care home; or any physician when transfer or discharge is necessary because the health or safety of other individuals in the adult care home is endangered.
- Provide notice of transfer or discharge in writing to the resident or legal representative 30 days before the resident is transferred or discharged involuntarily except in an emergency when the safety of other individuals in the adult care home would be endangered; or the resident's urgent medical needs require an immediate transfer to another health care facility.
- In the event of emergency discharge, the resident must be discharged to a safe, appropriate environment.
Services Available in AACFs

Services

KAR 26-41-203. The range of services may include the following:

- Daily meal service, based on the resident's needs and specified in the Negotiated Service Agreement;
- Health Care Services based on an assessment by a licensed nurse and as specified in the Negotiated Service Agreement;
- Housekeeping services essential for the health, comfort, and safety of residents as specified in the Negotiated Service Agreement;
- Medical, dental, and social transportation as specified in the Negotiated Service Agreement;
- Planned group and individual activities that meet the needs and interests of the resident as specified in the Negotiated Service Agreement; and
- Other services necessary to support the health and safety of the resident as specified in the Negotiated Service Agreement.

Special Care Services

An assisted living or residential health care facility may choose to serve residents who have special needs in a special care section of the facility or the entire facility if the following conditions are met:

- The medical diagnosis, physician's progress notes, or both shall justify admission to the facility or special care section of the facility.
- A written physician's order is required for admission.
- Direct care staff are present in the facility or section at all times.
- The facility informs the resident or resident's legal representative, in writing, of the services and programs available that are specific to the needs of the specific group of residents to be served.
- The facility provides a training program for each staff member before assignment to the facility or unit related to the specific needs of the residents to be served.
- The facility develops and implements policies and procedures for the operation of the special care facility or section.
- The facility provides living, dining, activity, and recreational areas within the special care unit.
- The Functional Capacity Screen indicates that the resident would benefit from the program offered by the facility or special care section.
- The control of exits is the least restrictive possible for the residents in the section.
Health Care Services

KAR 26-41-204. Health Care Services provided by or coordinated by the facility may include the following:

- Personal Care provided by the facility's direct care staff, a home health agency, or gratuitously by friends or family members; or
- Supervised Nursing Care provided by a licensed nurse employed by the facility, a home health agency, or the resident.
- The Negotiated Service Agreement shall contain a description of the health care services to be provided.
- The facility shall be responsible for assurance that a licensed nurse is available on site or by phone to provide immediate direction to medication aides and nurse aides for residents who have unscheduled needs. The licensed nurse may be an employee of the facility or a licensed nurse employed by a home health agency.

Medication Management

KAR 26-41-205. A pharmacist shall conduct a drug regimen review at least quarterly for all residents who self-administer their medications with assistance and for those residents whose medications are managed by the facility. A drug regimen review shall identify any potential or current drug-related problem, including the following:

- Lack of clinical indication for use of drug;
- Sub-therapeutic dose of any drug;
- Failure of the resident to receive an ordered drug;
- Drugs administered in excessive dosage, including duplicate therapy;
- Adverse drug reactions;
- Drug interactions; and
- Lack of adequate monitoring.

KABC Consumer Key: Pharmacies affiliated with Assisted Living facilities will often charge residents more for prescriptions than an independent druggist. When possible, residents should continue to use their own drugstore. Don't be surprised if your facility requires medications to come in a certain format, such as “bubble” dispensers, that may only be available through an affiliated pharmacy.
Resident Records

KAR 26-41-105 & 26-42-105. The assisted living and residential health care facility and home plus shall maintain a record for each resident in accordance with accepted professional standards and practices.

The resident record shall contain at least the following:

- The resident's name;
- The dates of admission and discharge;
- The admission agreement and any amendments;
- The functional capacity screens;
- The negotiated service agreement and any amendments;
- The name, address and telephone number of the physician and dentist to be notified in an emergency;
- The name and address of the legal representative or individual of the resident's choice to be notified in the event of a significant change in condition;
- The physician's orders if the facility is managing the resident's medications and medical treatments;
- The records of drugs, biologicals and treatments administered; and
- The documentation of all incidents, symptoms and other indications of illness or injury including the date, the time of occurrence, the action taken and the results of action.

Dietary Services

KAR 26-41-206.

- Menus shall be planned in advance and shall be based on appropriate dietary guidelines.
- Menu plans shall be available to residents on at least a weekly basis.
- A method shall be established to incorporate input by residents in the selection of food to be served and the scheduling of meal service.
Infection Control

KAR 26-41-207 & 26-42-207. The facility shall develop and implement policies and procedures to prevent and control the spread of infections. These policies and procedures shall include the following:

- Universal precautions to prevent the spread of blood-borne pathogens;
- Hand-washing;
- Laundry and proper handling of soiled and clean linens;
- Food service sanitation;
- Prohibiting employees with a communicable disease or infected skin lesions from coming in direct contact with residents, residents’ food, or resident care equipment until the condition is resolved;
- Orientation of new employees and periodic employee in-service education on control of infections in a health care setting;
- Tuberculosis skin testing of each new resident and employee as soon as residency or employment begins;
- Transfer of a resident with an infectious disease to an appropriate health care facility when the assisted living or residential health care facility is unable to provide the isolation precautions required to treat the infectious disease.
Resident Rights

The following are rights of residents that reside in adult care homes licensed as nursing facilities, assisted living facilities, residential health care facilities, home plus, boarding care homes, and adult day care facilities. Each resident shall have a right to a dignified existence, self-determination, and communication with and access to persons and services inside and outside the adult care home. Each adult care home shall protect and promote the rights of each resident as set forth in this regulation. A resident SHOULD NOT decline in health or well-being as a result of the way a licensed Assisted Living type facility provides care.

Remember that a U.S. citizen is a U.S. citizen no matter where he or she lives. Keep in mind that citizens have certain legal rights: the right of privacy; the right to vote; the right to associate with whom they choose; the right to choose where to live. It is true enough that money or health considerations or cognitive inability can limit your choices in life. But it is equally important to remember that a person does not lose their rights as a citizen just because they have chosen to live in an adult care home.

KAR. 26-39-103.
The Right to Be Fully Informed of:

- Available services and the charges for each service
- Facility rules and regulations, including a written copy of resident rights
- Address and telephone number of the State Ombudsman and state survey inspection agency
- State survey/inspection reports and the AACF’s plan of correction
- Advance plans of a change in rooms or roommates
- Assistance if a sensory impairment (sight, smell, hearing) exists
- Residents have a right to receive information in a language they understand (Spanish, Braille, etc.)

Right to Participate in One’s Own Care:

- Receive adequate and appropriate care
- Be informed of all changes in medical condition
- Participate in their own assessment, care-planning, treatment and discharge
- Refuse medication and treatment
- Refuse chemical and physical restraints
- Refuse to participate in experimental research
- Review one’s medical record
- Be free from charge for services covered by Medicaid or Medicare
- Choose a personal attending physician
- Choose the pharmacy where prescribed medicines are purchased (When the adult care home uses a unit dose or similar medication distribution system, the resident shall have the right to choose among pharmacies that offer or are willing to offer the same or a compatible system.)
Resident Rights

Right to Privacy and Confidentiality:
- Private and unrestricted communication with any person of their choice (medical personnel, written and telephone communications, visits, meetings of family and resident groups, etc.)
- During treatment and care of one’s personal needs
- Regarding medical, personal, or financial affairs
- The adult care home shall obtain a release signed by the resident or the resident’s legal representative before the release of records to anyone outside the adult care home, except in the case of transfer to another health care institution as required by law

Rights During Transfers and Discharges:
- Remain in the adult care facility unless a transfer or discharge:
  → Is necessary to meet the resident’s welfare;
  → Is appropriate because the resident’s health has improved and s/he no longer requires an adult care facility;
  → Is needed to protect the health and safety of other residents or staff;
  → Is required because the resident has failed, after reasonable notice, to pay the facility charge for an item or service provided at the resident’s request
- Receive 30 day notice of transfer or discharge which includes reason, effective date, location to which the resident is transferred or discharged, the right to appeal, and the name, address and telephone number of the state long-term care ombudsman
- Safe transfer or discharge through sufficient preparation by the AACC

Right to Make Independent Choices:
- Make personal decisions, such as what to wear and how to spend free time
- Reasonable accommodation of one’s needs and preferences
- Participate in community activities, both inside and outside the AACC
- Organize and participate in a Resident Council
- Manage one’s own financial affairs
- Right to complain and present grievances to staff or any other person, without fear of coercion, discrimination, or reprisal, and with facility effort to resolve concerns
- To complain to the ombudsman program

Right to Dignity, Respect, and Freedom:
- To be treated with consideration, respect and dignity
- To be free from mental and physical abuse, corporal punishment, involuntary seclusion, and physical and chemical restraints
- To self-determination
- Security of possessions
Resident Rights

Right to visits:
- A resident shall be granted immediate access to any representative of the Secretary of the Kansas Department for Aging and Disability Services, and the state long-term ombudsman
- By a resident’s personal physician
- By relatives, friends, and others of the residents’ choosing
- By organizations or individuals providing health, social, legal, or other services
- Residents have the right to refuse visitors

Other Rights for Residents:
- A resident may perform services (work) for the adult care home, if the resident wishes, as well as have the right to refuse to perform services for the adult care home
- Privacy in written communications: send and receive unopened mail promptly, have access to stationery, postage and writing implements at the resident's expense, and have outgoing mail mailed promptly
- Reasonable access to a telephone in a place where calls can be made without being overheard
- Retain and use personal possessions, including furnishings and appropriate clothing as space permits, unless doing so would infringe upon the rights or health and safety of other residents
- Share a room with the resident’s spouse when married residents live in the same adult care home and both spouses consent
- Self-administer drugs unless a registered professional nurse or a physician has determined that this practice is unsafe

If a couple lives in the same assisted facility and one declines needing nursing facility care, what arrangements will be made to assure the couple can continue to share a room?

Some facilities have attempted to discharge residents who complain or dispute facility policies under the guise of a regulation, often claiming an inability to meet the resident's needs or asserting the resident is a threat to the health and safety of self or others. Although it is illegal for facilities to retaliate against residents for voicing grievances, some facilities respond to complaints by suggesting residents move "somewhere you'll be happier." Remember, it is the facility's duty to provide the services described in your Negotiated Service Agreement.

If a facility attempts to transfer or discharge you against your will, you should notify the State Long-Term Care Ombudsman (877-662-8362) and the KDADS Complaint Program (800-842-0078.) Both are toll-free numbers. You may also contact your attorney or the toll-free Elder Law Hotline (888-353-5337) for help.

KABC Consumer Key: The guiding philosophy behind assisted living is to treat seniors with respect and help them maintain their dignity. Some facilities excel at this, while others fall short. Sometimes the breach has more to do with civility than health issues. If at all possible, avoid facilities that do not honor residents rights.
Resident Rights

If you have a court-appointed guardian, or a legally designated agent under a power of attorney

The laws are the same and still apply to you in all circumstances, except that the person who exercises your rights for you is your guardian or your lawful agent under a durable power of attorney. So, since you have a right to your health care records if you request them in writing, your agent or your guardian has the right to get the records for you. And, they have the right to be a part of creating your Negotiated Service Agreement in an AACF. As a general rule, for every right a resident has, her agent or guardian also may exercise that same right, for the benefit of the resident.

Some people believe that if they are an agent or a guardian for a person in an assisted living facility they have to make all of the decisions for the person all of the time. However, the job isn’t quite that big. Many times it is entirely appropriate and healthy for a person who has an agent or a guardian to make some of their own daily decisions if they are able to, such as when to have a bath, or when they want to get up in the morning, or when and what they want to eat.

KABC Consumer Key: Rights are only as good as they are able to be enforced. Kansas doesn’t have a legal remedy for consumers to enforce their rights in an AACF, other than to try to get the Kansas Department for Aging and Disability Services (KDADS) to enforce the right.

If you have tried to correct a rights violation by talking with the operator or administrator, but haven’t succeeded, you have basically three options left. One is to send a good faith letter by certified mail to the facility stating what right you believe is being violated and how, and what you want done to fix it.

Another route is to make a complaint to KDADS by calling 800-842-0078, or by making a good faith written complaint to KDADS. KDADS can enforce the law if they believe the AACF is violating a right.

In addition you can contact the state long-term care ombudsman at 877-662-8262 and ask if their office can be of assistance. The ombudsmen are not able to enforce the laws, but they can work closely with residents and advocate for the resident’s rights to be respected by a facility.
Abuse, Neglect, Exploitation

KSA 39-1401: “Abuse” is: any act or failure to act performed intentionally or recklessly that causes or is likely to cause harm to a resident, including:
- Infliction of physical or mental injury
- Any sexual act with a resident when the resident does not consent or when the other person knows or should know that the resident 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
- Unreasonable use of a physical restraint, isolation or medication that harms or is likely to harm a resident
- 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 resident or another resident
- A threat or menacing conduct directed toward a resident that results or might reasonably be expected to result in fear or emotional or mental distress to a resident
- Fiduciary abuse
- Omission or deprivation by a caretaker or another person of goods or services which are necessary to avoid physical or mental harm or illness

“Neglect” is: the failure or omission by one’s self, caretaker or another person to provide goods or services which are reasonably necessary to ensure safety and well-being and to avoid physical or mental harm or illness.

“Exploitation” is: misappropriation of resident 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” is: a situation in which any person who is the caretaker of, or who stands in a position of trust to, a resident, takes, secrets, or appropriates the resident’s money or property, to any use or purpose not in the due and lawful execution of such person’s trust.
Abuse, Neglect, Exploitation

**KSA 39-1404 states:** Kansas Department for Aging and Disability Services, or the Department for Children and Families, upon receiving a report that a resident is being, or has been, abused, neglected or exploited, or is in a condition which is the result of such abuse, neglect or exploitation, or is in need of protective services shall:

- When a criminal act has occurred or has appeared to have occurred, immediately notify, in writing, the appropriate law enforcement agency
- Make a personal visit with the involved resident:
  - Within 24 hours when the information from the reporter indicates imminent danger to the health or welfare of involved resident
  - Within three working days for all reports of suspected abuse, when the information from the reporter indicates no imminent danger
  - Within five working days for all reports of neglect or exploitation when the information from the reporter indicates no imminent danger
- Complete, within 30 working days of receiving a report, a thorough investigation and evaluation to determine the situation relative to the condition of the involved resident and what action and services, if any, are required.

**All adult care homes are required to report any knowledge it has of actions by a court of law against any employee, which would indicate unfitness for service as a nurse aide or other facility staff to the State Nurse Aide Registry or licensing authority.**

**KAR 28-39-150: Staff treatment of resident**
Each Administrator or Operator shall ensure the development and implementation of written policies and procedures that prohibit the abuse, neglect, and exploitation of residents by staff.

**No resident** shall be subjected to any of the following:
- Verbal, mental, sexual, or physical abuse, including corporal punishment and involuntary seclusion, neglect, or exploitation
- The facility shall not employ any individual who has been identified on a state nurse aide registry as having abused, neglected, or exploited any resident in an adult care home
Your Safety and Restraints

Why are physical restraints and bed rail restraints prohibited in AACFs?

Kansas law defines a physical restraint as a device or material attached to or near a resident that the resident cannot easily remove and that restricts the resident’s freedom of movement or ability to touch her own body. Essentially, it is a method to tie down and restrain a person in a seat or bed. Most people use them to try to keep the resident safe, but physical restraints can do the opposite and actually injure residents rather than protecting them. The use of physical restraints is prohibited in an ALF, RHCF, HP and BCH. Therefore a person who was admitted to the ALF, RHCF, HP or BCH without a physical restraint, but who later needs one due to a clinical condition, cannot continue to stay in an ALF, RHCF, HP or BCH and must be discharged. Nursing facilities must have more licensed staff than AACFs are required to have. If the use of restraints is considered risky in nursing facilities, with more licensed staff, there is no doubt that physical restraints are dangerous in AACFs with fewer nursing staff.

Also, bed rails, depending on how they are used, can be physical restraints. Because bedrails are adjacent to the resident when in bed, the rails can’t be easily removed and restrict a person’s freedom of movement. Bed rails are not permitted in AACFs as physical restraints. Many people believe that bed rails prevent falls, and so they believe that bed rails make residents safer. Unfortunately, the opposite has been proven to be true. Many people have been killed or injured due to the use of bed rails.

Bed rails are the safest when they are fitted properly to the mattress and bed, and are used as a tool for an alert, oriented and non-agitated resident to reposition herself in bed. The law only permits bed rails to be used in AACFs by residents who are alert and oriented and who can safely use the rails for repositioning themselves in bed.

The use of Anti-psychotics as chemical restraints:

Residents in Kansas long-term care facilities are at great risk of being prescribed antipsychotic medications despite having no proper diagnosis to warrant their use. Anti-psychotic medications are frequently used against regulation and inappropriately to “manage or control” behaviors related to dementia. Anti-psychotic drugs ARE NOT APPROVED for use in this manner and present a danger to the well-being of older adults in particular. In fact, the Food and Drug Administration (FDA) issued a Black Box Warning about anti-psychotic use and the serious risks for older adults, including medical complications and death. Far too often the dangers these medications pose are not even discussed with older residents, powers of attorney or legal representatives and the medications are administered without consent. If a facility insists they cannot keep a resident without using such drugs contact the Kansas Department for Aging & Disability Services hotline and the ombudsman program. Talk to KABC, the Alzheimer’s Association, your pharmacist and your physician to discuss other alternatives. Adequate numbers of well-trained staff are a much better and safer alternative.
Safety Issues
Involuntary Discharge

What requirements are there for AACFs to plan for emergencies?

Fires can happen. A tornado can strike. You have the legal right to a copy of the AACFs emergency management plan, which states what is supposed to happen in the event of a tornado or fire, or other emergency. Additionally, AACFs must conduct emergency drills monthly. Find out if the home has fire sprinklers; some older homes in Kansas do not, and sprinkler systems are safer in the event of fire.

Can I be forced to leave the ACF against my will?

The law says that you can only be moved out of the ACF against your will, if:
A. It is necessary for your health or welfare and the ACF cannot meet your needs
B. The safety of other residents is endangered
C. The health of other residents is endangered
D. The resident hasn’t paid her bill and has been given reasonable notice that the bill is due, or
E. The facility closes.

If a resident is being discharged because his (or her) health condition is so critical that the ACF cannot meet his needs (or so good that he no longer needs ACF care—uncommon), if the safety or health of other residents is at risk, causing the resident to be discharged, any physician, even one employed by the ACF, must certify the reason for forced discharge. The facility must provide a notice of transfer or discharge in writing to the resident or resident’s legal representative at least 30 days before the resident is transferred or discharged involuntarily, unless the reason for the discharge is A or B above.

Notices of involuntary discharge and transfer must be given in writing with thirty days advance notice in all other situations. Notices must include the manner by which the resident can make a complaint to the state about the involuntary discharge, and the operator or administrator must provide a safe and orderly discharge from the ACF. Abandonment or delivery of the resident to a location unprepared to receive the resident is not permitted. The ACF must create a discharge plan and involve the resident, his family, and his legal representative when it can reasonably do so. If the resident is being involuntarily transferred to another health care facility, the ACF must send enough information about health care needs of the resident to insure continuity of care.

If I am discharged, does the ACF keep my full monthly payment?

Yes - You are legally responsible for charges for which you have been given adequate notice and which are stated in an Admission Agreement signed by you or by your legal representative. With limited exceptions, you may be charged for increases in rates after admission if you are given thirty days advance written notice. (Boarding Care Homes do not have to provide such a notice).
What if your care needs are more than an AACF can provide?

The state regulations will permit the following additional care assistant for a resident in a licensed AACF:

1. The family or friends of the resident can provide the care without pay;
2. The staff of a home health agency, LPNs, RNs, and home health aides, can provide the necessary care;
3. The staff of a hospice service, LPNs, RNs and home health aides can provide the necessary care.
4. If the AACF agrees, the family may pay the AACF to hire additional staff with proper qualifications, such as licensed nurses, CNAs or CMAs to provide the increased care.

The goal of these regulations is to make sure that if a paid employee is providing the necessary services to help the resident stay in the assisted living facility, that there is a legally responsible employer managing, and supervising the work of the employee, that care is appropriately coordinated and delivered, and that the employee is properly trained or licensed to provide the care.

Home Health care and Hospice care in an AACF?

Some facilities embrace “aging in place” or not requiring a resident to move when requiring hospice or greater levels of care. To receive Home Health or Hospice care in an AACF, the AACF must have a contract with an approved, licensed provider. Boarding Care facilities are the exception to this rule, these facilities can only offer personal care services.

Remember that the staff in Home Plus, RHCF and ALF’s have a duty to monitor outside services and to act as your advocate regarding those services should the outside service fail to meet professional standards.

State regulations require the facility to help you contact outside resources to arrange services, to monitor the services received, and to "act as an advocate" if the services are not satisfactory.
Compliance Inspection Review

KDADS is responsible for Health and Safety Inspections in AACFs. The State Fire Marshall also inspects for safety.

According to Kansas Statues Annotated 39-935, “Inspections shall be made and reported in writing by the authorized agents and representatives of the licensing agency and state fire marshal, and of the county, city-county and multi-county health departments as often and in the manner and form prescribed by the rules and regulations promulgated under the provisions of this act. Access shall be given to the premises of any adult care home at any time upon presenting adequate identification to carry out the requirements of this section and the provisions and purposes of this act, and failure to provide such access shall constitute grounds for denial or revocation of license.

A copy of any inspection reports required by this section shall be furnished to the applicant, except that a copy of the preliminary inspection report signed jointly by a representative of the adult care home and the inspector shall be left with the applicant when an inspection under this section is completed. This preliminary inspection report shall constitute the final record of deficiencies assessed against the adult care home during the inspection, all deficiencies shall be specifically listed and no additional deficiencies based upon the data developed at that time shall be assessed at a later time. An exit interview shall be conducted in conjunction with the joint signing of the preliminary inspection report. The authorization agents and representatives of the licensing agency shall conduct at least one unannounced inspection of each adult care home within 15 months of any previous inspection for the purpose of determining whether the adult care home is complying with applicable statues and rules and regulations relating to the health and safety of the residents of the adult care home. The statewide average interval between inspections shall not exceed 12 months.”

The Compliance Inspection Review consists of:
- Entrance/tour checklist completion
- Acquiring the Resident Roster
- Personnel Record Review of at least five personnel (at least one of whom is a certified nurse aide, a certified medication aide, and a licensed nurse)
- Acquiring list of personnel hired since last Compliance Review
- Sampled Resident Review

The Entrance/Tour Checklist includes such topics as:
- Criteria for residency
- Resident community governance system
- The Detailed Written Emergency Plan
- Assurance of Licensed Nurse availability
- Functional Capacity Screen administrator
- Negotiated Service Agreement developer
- Health Services Plan developer
- Medication storage and administration
- Schedule of emergency drills
- Other regulated items
Compliance Inspection Review

The Resident Roster includes information about all residents, such as:

- Self administration of medications
- Restraints - Use of bed rails
- Use of incontinence products
- Need for two-person transfer (assistance)
- Falls
- Need for toileting assistance
- Need for bathing assistance
- Cognitive status
- Skin problems/treatments
- Other regulated items, such as contracted services, hospice, dialysis, therapy.

The Personnel Record Review includes information about all personnel, such as:

- Position
- Hire date
- Nurse Aide registry contact date and results
- Kansas Bureau of Investigation checks results
- Health screen date
- Tuberculosis test results
- And other regulated items.

The list of Personnel Hired Since Last Compliance Review merely includes the names, positions and dates of hire.

The Sampled Resident Review contains such information as:

- Results of TB skin test
- Advanced Directives information
- Information provided about rights, costs/rates, Functional Capacity Screen, Negotiated Service Agreement
- Degree of incontinence, immobility, behavioral symptoms, changes in health status, and
- Other regulated items.
Care Staff & Management

Registered Nurse (RN): may provide all levels of nursing care, including Skilled Nursing Care such as giving medicines or treatments prescribed by a doctor or dentist, and other nursing functions that require substantial nursing judgment and skill. An RN may also supervise and train LPNs, CNAs, CMAs and Home Health Aides. An RN may develop, implement and supervise the Health Care Service plan.

Licensed Practical Nurse (LPN): may provide Personal Care and Supervised Nursing Care, administer medications, give injections, take doctors orders, and supervise CNAs, CMAs and HHAs.

Certified Nurse Aide (CNA): is allowed to provide direct Personal Care under the supervision of a licensed nurse, but cannot give medications. CNAs must complete a 90-hour training program (40 hours before providing care to residents) and pass an examination.

Certified Medication Aide (CMA): must complete basic CNA training plus 75 additional hours of coursework about medications, and must pass an examination. CMAs can provide direct Personal Care and can give medications, but they cannot give injections or administer IVs/fluids.

Home Health Aide (HHA): is employed by a home health agencies to provide Personal Care services. HHAs must complete the 90 hour CNA training plus 20 additional hours for a total of 110 hours of training and pass an examination.

(KSA 39-970) Background checks are done on all employees to help assure those hired have not been convicted of a felony in the past 5 years. The Administrator or Nurse license or Operator or Nurse Aide certification must be in good standing.

NOTE: Most assisted type facilities were not ever designed or intended to accommodate frail seniors or people with major health problems. Even the best and most expensive complexes often staff their facilities with many unskilled workers.
Management & Nursing Care

Who Is In Charge?

Administrator: An ALF or RHCF with more than 60 residents must be managed by a licensed adult care home administrator who must have a college degree, complete a 480 hour internship, pass an examination, and meet continuing education requirements. An ALF or RHCF that is part of a nursing facility may be managed by the nursing facility's administrator. The administrator has overall management and responsibility for the facility, including hiring and supervising all staff, meeting licensing requirements, and seeing that residents receive appropriate care and services.

Operator: ALFs or RHCFs with fewer than 61 residents or Home Plus may be managed by an Operator who has met these requirements: be 21 years old, have a high school diploma and one year of experience in a related field, complete a 45 hour training program and pass a short examination, hold a valid registration from the Secretary of KDADS. The operator has overall management and responsibility for the facility, including hiring and supervising all staff, meeting licensing requirements and seeing that residents receive appropriate care and services.

Ask the Operator or Administrator if s/he supervises or oversees staff in more than one facility. This may affect the attention given to managing employees and the services provided in your AACF. Generally, state law allows operators to oversee operations in up to four AACFs or nursing homes if the combined total of the residents in the shared supervision is not greater than 60. It allows licensed administrators to monitor up to four homes if the combined total of the residents in the facilities is not more than 120. An informed consumer is a safer consumer. You are relying on the operator to maintain quality. If he or she isn't around, doing that job becomes a lot more difficult. Remember that fewer regulations and oversight by the state means that you may have to monitor the quality more carefully in AACFs.

What is Nursing Care?

Nursing care is defined in regulations in order to let AACFs know the type of care that they can legally provide. It is the measuring stick by which the facilities are licensed and inspected. So in choosing an AACF and knowing what your legal rights are in an AACF, can help to know the type of nursing care an AACF can provide: skilled nursing, supervised nursing, or personal care.

Today's medical and nursing care is vastly different than even thirty years ago. Many medical tasks that only doctors used to perform are now carried out under the doctor's supervision by a physician's assistant, or a clinical nurse specialist. And, nursing care that in the past could only be done by a Registered Nurse (RN), may now be performed by a Licensed Practical Nurse (LPN), a Certified Nursing Assistant (CNA), a Certified Medication Assistant (CMA), and in some cases a Paid Nutrition Assistant (PNA), if under the supervision of an RN or LPN. Adequate staffing by properly trained licensed nurses (RNs and LPNs), certified nurse aides (CNAs) and medication aides (CMAs) is critically important to the quality of care and the health and safety of residents even in AACFs. Under the law of the Kansas Nurse Practice Act, and other laws and regulations, RNs delegate duties to LPNs, and supervise their work. LPNs may perform duties that they have been trained to do during their schooling, but only under the supervision of RNs. Licensed nurses - RNs and LPNs - may delegate duties to CNAs and CMAs, but they must closely supervise them.
As a general rule, the determination of whether particular nursing tasks and duties may be delegated by an RN to an LPN, or by an RN or LPN to a PNA, a CNA, or a CMA depends upon four things:

- The resident has been fully assessed, and a care plan has been created to fit the resident’s needs;
- The licensed nurse has determined that certain nursing care tasks for the resident, according to the assessment and the care plan, can be carried out safely by a lesser trained individual nurse or aide;
- The person to whom the nursing tasks are delegated has the ability to perform the tasks because he or she was trained to do so in nursing school or during aide training school; and,
- The nurse delegating the duties is responsible for the proper performance of the duties, and is responsible to supervise the nurse or aide performing the tasks.

As of June 2009, the Kansas Department on Aging (now Kansas Department for Aging & Disability Services/KDADS) requires that if a licensed nurse in an adult care home is delegating a nursing task to a CMA or a CNA, the aide must be named in writing for each nursing task assigned to her. And the delegating nurse must train the aide in the performance of the task and must document in writing that the aide has demonstrated competency to perform the task. In addition the aide must co-sign that she has been trained in the task and is competent to perform it.

**NOTE:** The above rules from June 2009 only apply to nursing tasks assigned to CNAs or CMAs which are not tasks identified in the aides’ state approved curricula. ([www.kdheks.gov/hoc/index.html](http://www.kdheks.gov/hoc/index.html))

### What care can Licensed Practical Nurses provide?

The rules under the Kansas Nurse Practice Act for LPN functioning are:

- the LPN must have a Registered Nurse/RN supervisor;
- the LPN must only function in the area of supportive or restorative care; and,
- the LPN must have acceptable educational preparation for the duties s/he will perform.

Generally, if the LPN meets these criteria, s/he will be able to care for resident, perform nursing diagnoses, supervise CNAs and CMAs, teach the nursing process, and execute physician orders, for example.

As a general rule, since AACFs have fewer licensed staff on duty than nursing homes, it is much more difficult to be sure that CNAs, CMAs, PNAs and LPNs are performing only the duties they are legally permitted to do, and doing so with proper supervision. For example, an aide in an ACAF may be assigned the responsibility to perform a blood glucose test, and to give insulin on the basis of the result of the blood glucose test. But if the aide has to determine whether or what amount of insulin to give based on the result of the blood glucose test, that is not permissible. Why not? Because the determination is the same thing as assessing a condition, and that can only be done by a licensed nurse.
Nursing Care

Another example is when a resident has a skin ulcer in an AACF that needs daily wound treatments. Generally speaking, the aide would be able to perform wound treatments but would not be able to assess the progress of the wound healing. That would be the job of the licensed nurse supervising the aide’s wound care.

Differences in Types of Nursing Care

**Skilled Nursing Care** includes nursing functions which require substantial nursing judgment and skill based on the knowledge and application of scientific principles. This type of nursing care can be performed by an Registered Nurse/RN or a Licensed Practical Nurse/LPN. If performed by a LPN, s/he must be under the immediate supervision of a RN. Skilled nursing tasks include *assessment* of a resident’s health condition, creating a resident’s Health Care Plan, providing wound care or other health care treatments, deciding when “as needed” medications may be given, and administering medications (an exception is provided here that allows CMA/medication aide to administer medications under a nurse’s supervision). The RN uses her/his judgment to assess the resident, monitor progress and report to the doctor. All of the above are Skilled Nursing Care duties provided under the direction of the medical doctor or physicians assistant. Skilled Nursing Care generally requires closer management by the nurse than Supervised Nursing Care.

**Supervised Nursing Care** includes services provided by or under the guidance of a LPN. The LPN will have provided initial direction for nursing procedures, periodic inspection of the actual act of doing the procedures, administration of medications, or other treatments which have been prescribed by a licensed physician.

**Personal Care** is defined in the law as care and assistance with the activities of daily living, such as bathing, toileting, walking, using a wheel chair, daily grooming and hygiene, dressing, and bed to chair mobility, or similar transfers. Personal care may be provided by a Certified Nurse Aide/CNA, LPN or RN.

Generally speaking, Skilled Nursing Care and Supervised Nursing Care could include supervision of Personal Care when a person also has health care needs, which for residents in AACFs is common. Persons without significant diagnoses, multiple medications or other complicated conditions requiring licensed nurse supervision or care will require only Personal Care. In this case the person will not usually require a Health Care Plan or Nursing Supervision. If an AACF is licensed by the state to provide the highest level of care/Skilled Nursing Care, then the facility is automatically able to provide the lowest level of care/Personal Care. However, if an AACF is licensed to provide Personal Care only, this generally means the AACF cannot provide Skilled Nursing or Supervised Nursing Care.
Nursing Care

I need assistance with eating, who will help me?

Some AACF residents, will require assistance with eating (Boarding Care Facilities cannot provide this level of assistance). Kansas statutes created the paid nutrition assistant (PNA) health occupation in 2004. A PNA must work under the supervision of an LPN or RN. In order for a PNA to be assigned to a resident in an AACF, the supervising nurse must first make the determination that it is appropriate, based upon assessment and care plan.

Once a Paid Nutrition Assistant is assigned to you, the PNA can only help you with eating when a licensed nurse is on duty at the same time in the facility. While the PNA is assisting the resident with eating, the PNA must have a call system available, such as a call light to reach the LPN or RN right away in the event of a problem.

PNAs cannot help a resident with a complicated eating problem such as difficulty swallowing or recurrent lung aspirations or tube feedings, and they may not be appropriate to help residents who have other serious conditions. It is the duty of the licensed nurse to make that determination. If you think you/your loved one should not be having assistance with eating by a PNA, make sure that you notify the licensed nurse in charge immediately, and explain your concerns.

PNAs are required to have only 12 hours of training; CNAs have 90 hours of training. CMAs have the 90 hours, plus with an additional 75 hours of training. AACFs which use PNAs must, at a minimum, assess the resident with the information required in the resident Functional Capacity Screen. AACFs must also keep the assessment current and accurate for residents who receive help from a PNA. Family members and volunteers who help residents eat are exempt from these requirements. You may also contact your/the resident’s physician, Physician Assistant or Advanced Registered Nurse Practitioner (ARNP) if you have any concerns about the facility’s use of the Paid Nutrition Assistant.

What Care Staff is a Home Plus required to have?

- Direct care staff or licensed nursing staff must be present and available at all times (CNA, CMA, RN or LPN).
- An RN must be available by phone to supervise LPNs; this is required by the Kansas Nurse Practice Act.
- There must be enough staff present to take all the residents who would require assistance to a secure location in the event of an emergency.
Addressing & Preventing Problems

Problems should be resolved at the least formal level possible, unless they involve suspected abuse, neglect or exploitation, which should always be reported to KDADS (800-842-0078), and to local law enforcement.

PREVENTING PROBLEMS

- Make sure you have carefully evaluated the facility and its services before you move in.
- Be aware of your rights and the facility’s responsibilities.
- Be actively involved in developing your Negotiated Service Agreement before you move in. Understand what it says. Don’t sign it unless you agree with all of its provisions.
- Get to know the staff. Work to establish a relationship that is friendly and professional.
- Express appreciation when things go well.
- Get to know the other residents and their family members.
- Participate in your resident/family council. Adult Care Homes are required to help develop councils. Councils provide a means for residents to express ideas and concerns. You may find that your concern or problem is shared by others, and together you may address shared concerns.

COMMUNICATING WITHIN THE FACILITY

- Talk to the staff person whose job is related to the area of your concern.
- Use specific examples, and try to avoid either understating or exaggerating the problem.
- If that is not effective, talk to that person’s supervisor, or to the administrator or operator of the facility. Contact the licensed nurse responsible for your Health Care Service Plan.
- Put your concern in writing. Provide copies of any documents related to your concern, but keep the originals. The administrator or operator is required to provide a written response within 30 days of receiving a written complaint.
- Review your Negotiated Service Agreement. The facility is required to carry out all the provisions of the agreement. If you are dissatisfied with provisions, you may ask to renegotiate the written agreement.

DOCUMENTING PROBLEMS

- If you are having problems, keep a written record of conditions and events that occur each day. Be specific about the date, the time, what occurred, your concern and names of any staff you spoke to.
- If you need to file a complaint, good written records can provide outside investigators an accurate description of events and strengthen your claim.
Advocacy and Enforcement

• **Kansas Advocates for Better Care** provides guidance and referrals for help with specific problems. KABC can assist with information and guidance on questions of quality as you decide among long-term care choices.
  
  Call **Toll-free: 1-800-525-1782** or email **info@kabc.org**

• **State Long-Term Care Ombudsman** is authorized to investigate and resolve complaints on behalf of any adult care home resident.
  
  Call **Toll-free: 1-877-662-8362** or email **ltco@da.ks.gov**

• **Adult Care Complaint Program at Kansas Department for Aging and Disability Services** (KDADS) is the state agency authorized to investigate complaints of abuse, neglect or regulatory violations in licensed adult care homes.
  
  Call **Toll-free: 1-800-842-0078**.

• Report suspected Abuse/Neglect/Theft call local law enforcement 911 or check local listing for police department or sheriff’s department

• **Disability Rights Center**: advocates for the legal rights of Kansans with disabilities.
  
  Toll-free **Voice: 1-877-776-1541**  **TDD: 1-877-335-3725**  **Fax: 785-273-9414**

• An **attorney** can advise you on possible legal action if an injury, or a breach of contract, or a violation of the law has occurred.
  
  **Elderlaw Hotline Toll-free 1-888-353-5337**  
  **Attorney General Consumer Protection Toll-free 1-800-432-2310**  
  **Atty. Gen. Medicaid or Medicare Fraud or Abuse/Neglect Toll-free 1-866-551-6328**

• Your **State Representative or Senator** may be able to intervene with a state agency or might wish to take legislative action in response to your concerns. **Toll-free 1-800-432-3924**

• An experienced **Nurse or Social Worker** who is a neutral third party can assess your needs and capabilities if you disagree with the findings of your Functional Capacity Screen.

• Your **Physician or Primary Healthcare Provider** can give information on your health history and functional capabilities, and can evaluate your Functional Capacity Screen for accuracy.

• Your **Pharmacist** or a **Geriatric Pharmacist** can help to evaluate the medications you are prescribed and advise about any associated risks or possible drug interactions.

• If Medicaid is paying for your services, you can ask your **KanCare Case Manager** for help or contact. Contact your **KanCare Managed Care Organization**.

• The **KanCare Ombudsman** program
  
  Toll Free: 1-855-643-8180  Cell: (785) 213-2258  TTY:  711

• The **Alzheimer’s Helpline**  **Toll-free 1-800-272-3900**

**MOST IMPORTANTLY: YOU ARE NOT ALONE!**
Advocacy and Enforcement

To make a complaint against a professional who is a licensed health care provider:
Administrator - Board of Adult Care Home Administrators 800-842-0078
Nurse -- Board of Nursing 785-296-4929
Pharmacist -- Board of Pharmacy 785-296-4056
Physical or Occupational Therapist -- Board of Healing Arts 785-296-1788
Physician -- Board of Healing Arts 785-296-1788

Operators are Registered, not licensed. To file a complaint about an Operator contact KDADS at 800-432-3535.

OTHER HELPFUL RESOURCES

Kansas Advocates for Better Care 800-525-1782
National Association on Mental Illness, NAMI-KS 800-539-2660
Community Mental Health Centers 785-234-4773 or see phonebook
Kansas Guardianship Program 800-672-0086
Home Health Complaints 800-842-0078
Medicaid Application Kansas Dept. for Children & Families 888-369-4777
Kansas Insurance Department 800-432-2484 TTY/TTD: 877-235-3151
Kansas Governor's Office 877-579-6757
Medicare serves KS region 816-426-5233
Social Security Offices KS 800-325-0078
Parkinson's Foundation (Heartland) 913-341-8828
ALS Association 800-878-2062
Veterans Administration 800-827-1000
Centers for Independent Living Voice/TDD 785-234-6990
Assisted Living Consumer Alliance http://assistedlivingconsumers.org/
The National Consumer Voice for Quality Long-Term Care 202-332-2275
or info@theconsumervoice.org

Kansas Aging and Disability Resource Center 855-200-ADRC (2372)

Area Agencies on Aging:
Central Plains (Wichita) 316-660-5120 or 800-367-7298
East Central (Ottawa) 785-242-7200
Jayhawk (Topeka) 785-235-1367 or 800-798-1366 or TDD/Y 800-766-3777
Johnson County (Olathe) 913-715-5000 TDD: 800-766-3777
North Central Flint Hills (Manhattan) 785-776-9294 or 800-432-2703
Northeast (Hiawatha) 785-742-7152 or 800-883-2549
Northwest (Hays) 785-628-8204 or 800-432-7422
South Central (Arkansas City) 620-442-0268 or 800-362-0264
Southeast (Chanute) 620-431-2980
Southwest (Dodge City) 620-225-8230 or 800-742-9531
Wyandotte/Leavenworth (KCK) 913-573-8531 or 888-661-1444
Contributing to this booklet:
Margaret Farley
Molly M. Wood
Mackenzie Viets

About Kansas Advocates for Better Care

Founded in 1975 as Kansans for Improvement of Nursing Homes, the mission continues to be “promoting quality long-term care for residents of licensed adult care homes.” KABC is a 501 (C) (3) non-profit organization, funded by members, contributors and grants for special purposes.

For information on becoming a member of KABC, for guidance about a licensed care home problem, or to order consumer reports, call toll-free: 800-525-1782

913 Tennessee, Suite 2  Lawrence Kansas 66044
www.kabc.org  info@kabc.org