

Choices for Care Shared Living Agreement Requirements

Shared Living Agreement for Services

It is the policy of the Department of Disabilities, Aging and Independent Living (DAIL) to support individuals to reside in the setting of their choice. One housing option is shared living is a 24-hour home and community-based option in which individuals live-in and receive services from a Home Provider who is contracted by an Authorized Agency. Shared living services are provided in the residence of an unlicensed Home Provider who provides the care and support to no more than two individuals unrelated to the Home Provider.

All live-in care arrangements must have a written agreement with the individual who is participating in the Vermont Choices for Care program. The agreement must contain the following required elements and terms and comply with the Adult Family Care standards found in Section IV.11 of the Choices for Care program manual.

I. Agreements must identify the following:

1. The name of the caregiver/homeowner,
2. The name of the Resident,
3. The location of the home,
4. The date that the living arrangement will begin (or began),
5. The monthly "reasonable" payment for room & board which includes the cost of:
 - a. Shelter,
 - b. Food, and
 - c. Basic utilities (electricity, heat, water, sewer, trash removal, and access to basic telephone services)
6. A description of the household arrangements to include:
 - a. bedroom arrangements, private or shared,
 - b. bathroom arrangements, private or shared,
 - c. kitchen arrangements, private or shared or not available,
 - d. living room arrangements, private or shared or not available, and
 - e. other common space arrangements, private or shared or not available,
7. List all other services and the costs associated,
8. Termination requirements by each party,
9. List of other conditions of the agreement, including a house rules and conditions of the living arrangement,
10. Signatures and dates of signature of the Resident (or legal representative when applicable),
11. Signature of the caregiver/homeowner provider,
12. Signature of the Surrogate Employer (if applicable).

II. Agreements must assure the following resident rights:

1. A resident shall have access to food and will be provided with basic utilities to include electricity, heat, water, sewer, trash removal and access to basic telephone services. Any Resident may also, at the Resident's own expense, maintain a personal telephone in his or her own room.

2. Residents have the right to retain personal clothing and possessions as space permits and exercise the right to furnish/decorate his/her own living unit, unless to do so would infringe on the rights of others or would create a fire or safety hazard.
3. Residents have a right to privacy, to include lockable doors with only appropriate staff having keys to doors.
4. Residents shall be free to come and go from the home and exercise the right to control his/her own schedule and activities to the extent they are able to independently or with the help of others.
5. Residents shall not be required to perform work for the Home Provider. If a Resident chooses to perform specific tasks for the Home Provider, the Resident shall receive reasonable compensation which shall be specified in a written agreement with the Resident.
6. Residents may have visitors (scheduled and unscheduled) from friends, family and case managers during times indicated in the live-in agreement. Residents may accept or refuse their visitors.
7. Each resident may send and receive personal mail unopened.
8. Residents have the right to voice a complaint without interference, coercion or reprisal. The complaint procedure shall follow Choices for Care Program Manual Section V.13. A Resident filing a complaint will be made aware of the Office of the Long-Term Care Ombudsman and the designated Vermont Protection and Advocacy Organization as an alternative.
9. Residents have the right to manage their own personal finances. The Resident, legal representative or guardian may request in writing that the home provider manage the Resident's finances. The home provider shall keep a record of all transactions and make the record available, upon request, to the Resident or legal representative, and shall provide the Resident with an accounting of all transactions at least quarterly. Resident funds must be kept separate from other accounts or funds of the home.
10. Residents who request a voluntary move from the home shall:
 - a. Be allowed to participate in the decision-making process of the home concerning the selection of an alternative placement, and
 - b. Provide at least a thirty (30) day notice of a pending move to the home provider.
11. Residents subject to an involuntary move from the home shall:
 - a. Receive a thirty (30) day notice of a pending move if it is determined that the home provider is no longer able to meet the Residents care needs
 - b. Be allowed to participate in the decision-making process of the Authorized Agency concerning the selection of a new home provider or other placement
 - c. Receive a pending move notice on or after thirty-one (31) consecutive days of hospitalization.
12. Residents have the right to refuse care to the extent allowed by law. The home must fully inform the Resident of the consequences of refusing care, which may include a negotiated risk contract. If the Resident makes a fully informed decision to refuse care, the home must respect that decision. If the refusal of care will result in a Resident's needs increasing beyond what the home

is able to provide or will result in the home being in violation of AFC requirements, the home may issue the Resident a thirty (30) day notice of move.

13. Residents have the right to return to the home after a hospital stay, provided the home is able to meet the resident's care needs and provided, the Residents welfare, or that of other Residents will not be adversely affected.
14. Residents have the right to formulate advance directives as provided by state law and to have the home follow the Residents' wishes.
15. Residents have the right to be away from the home for voluntary leaves, unless a legally appointed guardian directs the home otherwise. Residents have the right to make decisions about such voluntary leaves without influence from the home.

The Department of Disabilities, Aging and Independent Living (DAIL) has attached a model of this agreement for your convenience. A copy of the completed agreement, including signatures of all required parties, must be maintained with the Home Provider, the resident/legal representative and the Authorized Agency. The agreement must be completed upon move-in, be reviewed annually and revised only as conditions of the living arrangement change.

Shared Living Agreement Including Vermont Choices for Care Services

This is an agreement between _____ (Home Provider),
and _____ (Resident), to enter into a
living arrangement where room, board, and Choices for Care services will be provided at
(address of residence) _____

This living arrangement will begin (or began) on (date)_____.

Room & Board:

Resident (or legal representative) agrees to pay the caregiver/homeowner \$ _____
each month for housing, food, and basic utilities.

Household Arrangements: (check all that apply)

- Bedroom: () private () shared
- Bathroom: () private () shared
- Kitchen: () private () shared () not available
- Living Room: () private () shared () not available
- Other Common Space: () private () shared () not available

Other Services:

In addition to the above room & board, the Resident (or legal representative) agrees to pay the
Home Provider \$ _____ per month for the following goods and services that are not
otherwise included in room and board as follows: (check all that apply)

- () 24-hour protective presence (supervision)
- () transportation
- () cable/satellite television
- () toiletries/personal care items
- () Other _____
- () Other _____

Other Conditions of this Agreement: (attach additional pages is necessary)

Resident Rights and Privileges:

1. Resident shall have access to food and will be provided with basic utilities to include electricity, heat, water, sewer, trash removal and access to basic telephone services. Resident may also, at the resident's expense, maintain a personal telephone in his or her own room.
2. Resident has the right to retain personal clothing and possessions as space permits and exercise the right to furnish/decorate his/her own living unit, unless to do so would infringe on the rights of others or would create a fire or safety hazard.
3. Resident has a right to privacy, to include lockable doors with only appropriate staff having keys to doors.
4. Resident shall be free to come and go from the home and exercise the right to control his/her own schedule and activities to the extent they are able to independently or with the help of others.
5. Resident shall not be required to perform work for the Home Provider. If a resident chooses to perform specific tasks for the Home Provider, the resident shall receive reasonable compensation which shall be specified in a written agreement with the resident.
6. Resident may have visitors (scheduled and unscheduled) from friends, family and case managers during times indicated in this agreement. Resident may accept or refuse their visitors.
7. Resident may send and receive personal mail unopened.
8. Resident has the right to voice a complaint without interference, coercion or reprisal. The Authorized Agency shall inform Resident of how to voice a complaint. A Resident filing a complaint will be made aware of the Office of the Long-Term Care Ombudsman and the designated Vermont Protection and Advocacy Organization as an alternative.
9. Resident has the right to manage their own personal finances. The resident, legal representative or guardian may request in writing that the home provider manage the resident's finances. The home provider shall keep a record of all transactions and make the record available, upon request, to the resident or legal representative, and shall provide the resident with an accounting of all transactions at least quarterly. Resident funds must be kept separate from other accounts or funds of the home.
10. Resident has the right to refuse care to the extent allowed by law. The Home Provider must fully inform the Resident of the consequences of refusing care, which may include a negotiated risk contract. If the Resident makes a fully informed decision to refuse care, the home must respect that decision. If the refusal of care will result in a Resident's needs increasing beyond what the home is able to provide or will result in the home being in violation of AFC requirements, the home may issue the Resident a thirty (30) day notice of move.
11. Resident has the right to return to the home after a hospital stay, provided the Home Provider is able to meet the Resident's care needs and provided, the Resident's welfare, or that of other residents will not be adversely affected.

- 12. Resident has the right to formulate advance directives as provided by state law and to have the Home Provider follow the Resident’s wishes.
- 13. Resident has the right to be away from the home for voluntary leaves, unless a legally appointed guardian directs the Home Provider otherwise. Resident has the right to make decisions about such voluntary leaves without influence from the Home Provider.
- 14. Modifications to any of the Resident Rights and Privileges must be agreed upon with the Resident, legal representative and the Authorized Agency. Modifications must be documented by the Authorize Agency and reviewed with all parties on a regular basis.

VT Choices for Care Program:

The Home Provider agrees to deliver the services identified in the person-centered care plan. The Home Provider agrees to contract with the Authorized Agency and accept Choices for Care reimbursement as full and final payment for delivery of authorized Choices for Care services. The Home Provider agrees to give the individual free choice of attending the local Adult Day Program as well as other social/community activities (based on local availability).

The caregiver/homeowner agrees to participate in assessments and on-going monitoring with case manager or staff of the Department of Disabilities, Aging and Independent Living.

Termination of Agreement:

If the Resident requests a voluntary move, the Resident must notify the Home Provider and Authorized Agency at least thirty (30) days in advance of the move.

If it is determined that the Home Provider is no longer able to meet the Resident’s care needs, the Home Provider must notify the Resident, legal representative and Authorized Agency at least thirty (30) days in advance of a pending move.

If Resident is hospitalized for more than 30 consecutive days, and it is determined that the Home Provider is not able to meet the Resident’s needs, the Home Provider must notify the Resident, legal representative and Authorized Agency on or after thirty-one (31) consecutive days of hospitalization.

The Resident must be allowed to participate in the decision-making process in the selection of an alternative placement.

Signatures:

We agree to the conditions of this agreement:

Resident (or legal representative) signature

Date

Surrogate Employer signature (if applicable)

Date

Home Provider signature

Date