

Shared Living Program

Home and Community Based Option for Individuals with Intellectual/Developmental Disabilities

Shared Living Program Design

Interim Guidance

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The document is available online at www.kdads.ks.gov

Questions, Comments and Recommendations about the Shared Living Model or this design can be submitted to KDADS at HCBS-KS@kdads.ks.gov or by sending feedback to KDADS at the address information below.



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Purpose of this Manual

Over the past several years some adults HCBS-IDD services and supports in licensed residential settings have been served in smaller family-oriented, home environments. Unlike traditional group home settings, these residential settings allow adults with IDD to live in their homes and community with other adults and families who will live with them in a Shared Living arrangement. Historically, these services have been limited and available certain areas and the regulations have not been consistently applied. The purpose of this manual is to clearly define the future of the Shared Living Model in Kansas and provide clear guidance on how the State will standardize the approval and monitoring of these settings for the future.

KDADS developed the following design for Shared Living in collaboration with a group of licensed residential providers currently providing Shared Living services for individuals on the Home and Community Based Services Program for individuals with Intellectual and/or Developmental Disability (HCBS-IDD). This Manual formalizes existing practices and addresses specific issues related to HCBS-IDD Residential requirements and the expansion of the Shared Living Model in Kansas. This Manual serves as a guideline for Shared Living and may be amended based on public comment until it becomes effective. The proposed implementation is January of 2015.

Terms and Definitions Used in this Manual

Licensed Provider	Licensed Residential Supports Provider for individuals with Intellectual and/or Developmental Disabilities, licensed by KDADS
Shared Living Contractor	Independent Contractor who has a contract with a Licensed Provider who will share the Shared Living Arrangement
Person	Individual with an Intellectual and/or Developmental Disability receiving HCBS-IDD Program services who will share the Shared Living arrangement.
MCO	Managed Care Organization in Kansas (Amerigroup, Sunflower, United)
KDADS	Kansas Department for Aging and Disability Services
CDDO	Community Developmental Disability Organization
KDHE	Kansas Department for Health and Environment (Medicaid Agency)
QMS	Quality Management Specialist who conduct Licensing, Quality Assurance and Program Integrity for HCBS-IDD program under KDADS
HCBS-IDD	Home and Community Based Services for Individuals with Intellectual and/or Developmental Disabilities

Note: This Is Not Legal or Tax Advice

This design is not intended as legal advice or tax advice. Providers should consult their independent legal counsel and tax advisors in the development of Shared Living services. In particular, providers should have the terms and conditions pertaining to independent contractor status reviewed by competent attorneys licensed in their local jurisdiction.

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Overview of Shared Living

Shared Living is a nationally recognized model for habilitation or residential services for individuals with Intellectual and/or Developmental Disability (IDD). Other terms that can encompass the Shared Living approach include adult foster care, mentor, residence or family home, host home or family care, extended-family teaching or family teaching services. In Shared Living, one or two (but not to exceed three) persons with IDD join a family (contractor) or single adult's (contractor) family in the Shared Living/host family's home. The Shared Living Contractor lives with the person with a disability and provides whatever supports the person(s) needs in their day-to-day activities (social, companionship, teaching, daily living skills, supported employment, night supports, etc....).

What is Shared Living in Kansas

Shared Living in Kansas is a specialized, highly supported, and well-monitored program for adults who have IDD (Persons) that is provided within the family home of the Shared Living Contractor (similar to foster care services). In Kansas, Shared Living has been referred to as a Host Home, Extended Family Teaching home, or Shared Living. It is an arrangement in which an individual, couple or a family share life experiences with a person with IDD (Person). Persons supported in Shared Living include adults with IDD who have a wide variety of needs and challenges. In Shared Living, relationships play a much stronger role in meeting these commitments. Shared Living is going through life with a constant dance partner.

What Shared Living is Not

Shared Living is not a place. It is not a "facility", or a group home. It is not a traditional foster care or bed in a boarding home. Shared Living is not a supported "setting" with multiple persons being supported with come-and-go staff. Health, safety, and quality are as important in Shared Living as they are in any arrangement. It is important to note that if the person with a disability requires total support throughout the day and night, then the Shared Living Contractor must demonstrate his or her availability to the person with a disability.

Shared Living Contractors receive the same training and oversight as all Kansas direct-support professionals. Support services, including respite relief, are tailored to meet the needs of Shared Living Contractor and the person(s) supported.

Benefits of Shared Living

There are many benefits of Shared Living. Inclusion and integration into the community have been and continue to be the major focus of supports for people with disabilities. Shared Living has proven to be a good means for achieving true inclusion of individuals in their communities if the individuals are well matched and well supported by the Shared Living Contractor. Shared Living can provide both a stable support system and a higher

quality of life for the person receiving services. The issue of staff revolving in and out of a person's life, creating a constant state of transition, is minimized. Shared Living can also provide a better quality of life for the Shared Living Contractor. Shared Living provides the training and service reviews needed to ensure the system and the individuals served receive the highest possible quality of service.

Shared Living Model – Independent Contractors

Kansas licenses residential providers for individuals with IDD. Licensed providers may provide IDD residential services in traditional group home settings or in a shared living arrangement.

The individual(s) who lives with and provides companionship and support to the person with IDD is typically referred to as the Shared Living Contractor. People who choose to share a life with someone with a disability come from all walks of life. They are all ages, genders, races, nationalities and religions. They are single people, college students, married couples, families, empty nesters, grandparents, etc. They may or may not work outside of the home.

In Kansas, Shared Living Contractors (Contractor), whether they be individuals or couples, are independent contractors with an IDD Residential Provider licensed by KDADS (Licensed Provider). In Kansas, the Shared Living Contractors are trained individuals and families who meet the Licensed Provider and HCBS-IDD qualifications. Through their contract with the Licensed Provider, Shared Living Contractors receive a set monthly payment in exchange for incorporating an additional person(s) into their residence and family life. The reimbursement rate paid to the Shared Living Contractor is individually negotiated between the Licensed Providers and Shared Living Contractor. The reimbursement rate to the contractor is intended to cover the cost of the services provided. Shared Living Contractors provide supports and services to the Person living in their home and assist the individual in performing and developing skills for daily living and integrating into their community in a number of ways

Because Shared Living placements are administered as independent contracts between each Shared Living individual/couple and the Licensed Provider, there are many standards of review. These standards of review include but are not limited to business practices and insurance coverage requirements, which must be maintained and reviewed externally by the Licensed Provider to ensure positive outcomes. The Shared Living Contractor is subject to the Licensed Provider's requirements as outlined in the individually negotiated contract. Persons served in a Shared Living arrangement for IDD residential services are supported in family home environments that can support their independence, interactions, and integration into their communities.

Core Values

Kansas is committed to:

- Using the least restrictive alternatives that are consistent with the developmental needs and objectives of persons served.
- Supporting an interdisciplinary, person-centered approach to the provision of services to person and or their legal representative.
- Achieving and protecting the rights of persons who have intellectual and developmental disabilities.
- Striving to meet the highest standards for quality in the provision of services.
- Using the community and naturally occurring opportunities as primary resources in assisting people to be as independent as possible.
- Assuring that persons with intellectual and developmental disabilities are treated with the same respect and have the same rights as persons without disabilities.
- Applying the principle of age appropriateness.
- Assuring that persons served have the option of making informed choices.
- Creating an individualized program design and implementation that reflects the choices and participation of the person and or their legal representative.
- Maximizing community inclusion and acceptance of persons served.
- Tailoring supports to meet the needs of each person served.
- Increasing the quality of life of each person served.
- Assisting each person served to achieve greater independence.
- Using "people first" language and actions.
- Providing safe and secure environments for individuals receiving HCBS services
- Developing alternatives to traditional residential services.

Kansas expects Shared Living to:

- Contribute to the development of independent living routines that are individualized, of the person's own choosing, enriched, normalizing and integrated.
- Positively contribute to Kansas communities and helping the people served by the State of Kansas make positive contributions.
- Provide quality homes or apartments that are integrated into our communities.
- Consistently and positively teach new skills
- Gently and respectfully address inappropriate behavior, with an emphasis on prevention and teaching alternative behaviors through the provision of enriched environments and alternative activities and choices.
- Encourage the development of relationships between persons served, employees, friends, coworkers, roommates, and other members of our communities.
- Support the development of natural community supports, including friends, family, roommates, and community members.
- Motivate people to learn new skills and not engage in behaviors that are stigmatizing or harmful.
- Comply with the CMS Final Rule and all local, state, federal and program rules.
- Address the need for choice and control over services.
- Address work force shortages without compromising quality of services and supports.

Contracting for Shared Living

Minimum Contracting Language and Assurances (HIPAA, Confidentiality, Background Checks and Deficit Reduction Act)

Each Shared Living Contractor must be contracted with a Licensed Provider. To comply with licensing requirements, Licensed Providers should make sure that Independent Contractors include the following terms and assurances to achieve consistency in Shared Living arrangements and compliance with health, safety, welfare, and HCBS-IDD requirements as appropriate. The following contracting language and assurances include minimum expectations for Licensed Providers to include in their Shared Living Contracts with independent contractors.

Minimum Assurances

- The contractor agrees that Shared Living is not an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID); Specialized Medical Services; Home Health Services or other State plan services, and may not be licensed to provide these services
- The contractor, and anyone working for contractor and others living in the home of adult age (minimum age is 18; 16 in Sedgwick County), must comply with all applicable local, state and federal laws, HIPAA, Deficit Reduction Act, ordinances and regulations related to services provided in the home and rights of the persons being served including, but not limited to, the DD Reform Act (K.S.A. 39-1801 et seq.), K.A.R. 30-63-01 et seq., the Home and Community Based Waiver regulations (K.A.R. 30-64-01 et seq.), applicable Managed Care Organization Provider Manual, applicable provisions within Community Service Provider affiliate agreement with its CDDO, applicable KDADS policies, procedures and program requirements, CDDO policies, and applicable Community Service Provider policies and procedures or management procedures incorporated into this document.
- The contractor shall not subcontract any of the services outlined within the contract. Contractor agrees that he/she/they shall be the only person(s) providing the services, except for a respite worker(s) or supporting worker(s) and/or adult members of the contractor's family who have been approved and trained.
- The contractor must ensure a Person has a legally enforceable room and board agreement, that at a minimum, is a written agreement with eviction and appeal rights unless there is a mutually agreed upon early exit strategy or in cases of abuse, neglect or exploitation.
- The contractor agrees to maintain a skill set to provide appropriate supports to the person(s) as outlined in the person centered plan(s) or meet the person(s) support needs if and when they change through seeking appropriate training.
- The contractor agrees to provide a pool safety plan if a pool is present.
- The contractor may not allow more than three non-related adults with intellectual or developmental disabilities to live in the residence and receive licensed, Residential Supports. Foster children cannot live within the same home as an adult who is receiving Shared Living services. Exceptions may be granted under extraordinary circumstances by the CDDO (if required), Foster Care Agency, KDADS and/or KDHE on a case-by-case basis. Individuals' 'Managed Care Organizations (MCOs) should be notified.

Background Check and Reporting Requirements

- The contractor, and anyone working for contractor and others living in the home of adult age (18); (16) in Sedgwick County will not have confirmed case of abuse, neglect or exploitation (ANE) as specified in K.A.R. 30-63-28(f) or any of the prohibited offenses outlined in KSA 39-970 & 65-5117 effective 7/01/2011.
- The contractor and anyone working for contractor and others living in the home of adult age that drives the Person must have a Motor Vehicle Record (MVR) that clears him or her for driving.
- The contractor must comply with all background checks requested by the Licensed Provider for any persons working for contractor and others living in the home of adult age (16) in Sedgwick County which include but are not limited to DCF Adult Abuse Registry, DCF Child Abuse Registry, KBI Criminal Background, KS Nurse Aid Registry (if applicable), KDADS Adult ANE Registry, Health and Occupational Credentialing (HOC), OIG Sanction History, Social Security Number Name and Address Trace, National Criminal History and 50 State Sex Offender Background check. All required background checks must be completed prior to placement and every three years.
- The contractor agrees to report to Licensed Provider any motor vehicle violations, arrests, police involvement, criminal activity in the home or convictions.
- The contractor and anyone working for contractor may not have ever been convicted of Medicaid fraud and must let the Licensed Provider know if under investigation for Medicaid Fraud.
- The contractor must notify the Licensed Provider if conditions change within the home or family structure during the term of the contract. If it is a planned change, the provider should be notified within 30 days. If there's an unplanned change, the provider must be notified within five business days.
- The contractor must notify the Licensed Provider within five calendar days if someone moves into the residence permanently (Licensed Provider to determine what is considered permanent).

Cooperation and Quality Assurance

- The contractor must be compliant with visits, announced and unannounced, by family/guardians/Licensed Provider/CDDO/State/guests of the member/MCO.
- The contractor must cooperate with investigations from Licensed Provider, MCO, CDDO, law enforcement and the State as specified in K.A.R. 30-63-28(e), KDADS policies and procedures or otherwise allowable by law.
- The contractor must cooperate with providing any requested records by Licensed Provider, MCO, CDDO, and the State of Kansas including KDADS and KDHE.
- The contractor must have proof of home owner or rental and auto insurance – amounts must meet or exceed what the State of Kansas require and the Licensed Provider and include notification of any insurance lapse
- The contractor agrees to declare all guns in the person's home and submits an approved safety plan.
- The contractor understands the Licensed Provider must implement corrective action if any conditions under 30-63-30(b)(2) are found to exist.
- The contractor will comply with any local, state or federal law related to compliance with workers compensation and unemployment as required.

Minimum Independent Contractor Requirements

Requirements are first identified through the standard licensing guidelines and any additional requirements are decided by the Licensed Provider.

Requirements must include but are not limited to:

- Participation in a placement study and/or an in-home family interview
- Inspection and approval of the physical home
- Ability to meet physical support needs of the person
- Completion of a series of pre-placement training courses and meet minimum state of Kansas training standards
- Participation in the development of a Shared Living Personal Preferences Agreement between Contractor(s) and the person to ensure quality outcomes addressing each person's lifestyle preferences
- Purchase and maintenance of required insurance. Contractor will be required to sign a release for their insurance company to notify the provider of lapse in coverage.
- Willingness to participate in the individual's Person Centered Support Planning meeting and implementation of the Person Centered Support Plan as specified in K.A.R. 30-63-21
- Successfully passing required background checks and screenings (such as criminal history check, and checks for any history of abuse, neglect or exploitation).
- Agreement to independently contract, and must remain in compliance with all requirements throughout the extent of their contract.
- NOT be the guardian, conservator, DPOA, DMPOA or payee for the person. Cannot be a Targeted Case Manager and provide Shared Living services to a person.
- NOT be owner/operator/ED/CEO of Licensed Provider.
- Follow the person-centered support plan and complete goal documentation as required.
- Contractor must be at least 18 years of age.

Minimum Paid Respite Requirements

Requirements are first identified through the standard licensing guidelines and requirements are decided by the Licensed Provider.

Requirements must include but are not limited to:

- Ability to meet physical support needs of the person.
- Completion of a series of pre-placement training courses and meet minimum training standards
- Successfully passing required background checks and screenings (such as drug screening, criminal history check, and checks for any history of abuse, neglect or exploitation).
- NOT be the parent, spouse, brother, sister, guardian, conservator, DPOA, DMPOA or payee for the person.
- Follow the person centered support plan and complete goal documentation as required.
- Must be at least 18 years of age to provide paid respite.
- Must be at least 16 years of age to provide natural support respite.

Selection, Matching and Pre-Placement Requirements

Selection: Becoming a Shared Living Contractor is more than a vocational decision; it is a lifestyle decision. As such, participation in a selection process that helps all interested parties learn about Shared Living, the lifestyle, requirements and the selection, application and placement procedures is an important step. Not all persons wishing to be a Shared Living Contractor are ready for this type of lifestyle and should think very carefully before committing to this job/lifestyle. Going through this process does not guarantee the potential contractor will become a Shared Living Contractor.

Several activities must be completed during this phase of the process, but are not limited to:

- Thorough review of the minimum requirements of becoming and remaining contracted as a Shared Living Contractor.
- The completion and processing of an application to ensure that the potential contractor meets minimum standards to be a Shared Living Contractor.
- Identification of possible motives of the potential contractor(s) for wanting to be a Shared Living Contractor.
- Completion of the In-Home Family Interview.

Matching: Second, one of the most important elements to a successful and sustainable Shared Living arrangement is that of the appropriate matching of lifestyles. Efforts prior to approval for placement should focus on ensuring that the lifestyle preferences of the person, the Shared Living Contractor, and the contractor's family (if applicable) matches in such a way that the quality of life for each are at least maintained or, ideally, enhanced.

Several activities must be completed during this phase of the process, but are not limited to:

- Consideration of the relationship between the potential Shared Living Contractor and person.
- The readiness of the potential contractor and all persons living in the residence to participate in the Shared Living lifestyle and to meet minimum expected outcomes as identified through completion of the Shared Living Personal Preferences Agreement.
- The matching of lifestyle preferences of the person to be served, the potential Shared Living Contractor, the contractor's family (if applicable) and other persons living in the home as identified through completion of the Shared Living Personal Preferences Agreement.

Placement: Finally, placement protocols shall ensure that all necessary physical, emotional, behavioral and teaching supports that the person requires can be provided by the Shared Living Contractor. The physical location and structure of the residence, the number of persons responsible for or involved in care, the needs of others persons living in the home and natural supports present in the person's life should all be considered.

Several activities must be completed during this phase of the process which includes, but is not limited to:

- Completion of the Residence Evaluation
- Completion of Pre-Placement Training Requirements

- Completion of Additional Pre-Placement Requirements
- Completion of Pre-Placement Visits

Pre-Placement Steps

In-home Interview(s)

Completion of an in-home Shared Living interview that includes all members of the household is important to assess the interactions, lifestyle, and general feel of the residence.

Aspects that should be considered during this phase of the selection process:

- Conducting the interview in the residence where the potential Shared Living Contractor resides.
- Conducting an interview (or having a focused discussion) with all adult members of the residence present to assess readiness and willingness to participate in the Shared Living lifestyle.
- Participating in a discussion with all members of the household, even if under the age of 18, to assess readiness and willingness to participate in this lifestyle.
- Visiting the residence when all members of the household are present to observe interactions.
- Identification of typical weekday and weekend schedules, household activities, house rules and involvement of those living within the home.

Shared Living Personal Preferences Agreement

Once the compatibility of a Shared Living Contractor and person is evaluated favorably, the next step should be to complete a detailed Shared Living personal preference agreement that ensures that the person and contractor's lifestyle preferences and activities are at minimally sustained but ideally enhanced. It is an assurance of matching the lifestyles of the person and contractor. At minimum the agreement should address the¹ eight core quality of life domains identified in cross-cultural research by Schalock and his colleagues². Further it should address the Centers for Medicare and Medicaid Services (CMS) in the U.S. Department of Health and Human Services² issued final rules in the Federal Register that implemented section 1915(i) State Plan home and community based services. At a minimum, the person and his or her guardian, if applicable, should be involved in the development of this agreement.

Aspects considered in the agreement should include, but are not limited to:

- Physical surroundings (preferred items to be in the person's private bedroom and common areas of the home)
- Safety and supervision needs while at home (inside and outside the home).

¹ Schalock, R. L., Verdugo, M. A., Jenaro, C., Wang, W., Wehmeyer, M., Xu, J., & Lachapelle, Y. (2005). Cross-cultural study of quality of life indicators. *American Journal on Mental Retardation*, 110, 298-311. [http://dx.doi.org/10.1352/0895-8017\(2005\)110\[298:CSOOL\]2.0.CO;2](http://dx.doi.org/10.1352/0895-8017(2005)110[298:CSOOL]2.0.CO;2).

² Medicaid Program: State Plan Home and Community-Based Services, 5-Year Period for Waivers, Provider Payment Reassignment, and Home and Community-Based Setting Requirements for Community First Choice (Section 1915(k) of the Act) and Home and Community-Based Services (HCBS) Waivers (Section 1915(c) of the Act)

- Restrictions that may be necessary to ensure the safety of persons in the residence (especially when very young children are present)
- Relationships and people important to the person (visits by, communication with, socializing with, etc.)
- Healthy lifestyle activities, preferences and needs (exercise, sleep, diet, etc.).
- Choice and control that is important to all members in the home
- Participation in daily, weekly and monthly activities at home and in the community (routines important to various members of the residence)
- Social and recreational activities
- Activity and noise levels
- House rules.

Residence Evaluation

A thorough residence evaluation must be conducted prior to placement by the Licensed Provider. If the contractor and person served move to another residence, another residence evaluation must be conducted prior to the move.

The residence evaluation should include a full inspection of the inside and outside of the residence and include but not be limited to:

- Identification of possible safety concerns and/or adaptive needs that would need to be addressed prior to placement.
- Full assurance of all rights and responsibilities of persons living there.
- Ensure health and safety of the persons living there, including attention to licensure requirements as identified in K.A.R 30-63-01 et seq. for licensure: 30-63-11, 30-63-30, 30-63-30(a), 30-63-30(11), 30-63-30(F)(13) and 30-63-30(B).

Pre-Placement Training Requirements

Pre-placement training requirements, as specified in K.A.R. 30-63-26; 30-63-26(a)(b)(c)(d)(e)(f), must be completed by the contractor(s) and anyone regularly involved in the care of the person. These include:

- CPR/First Aid
- Abuse, Neglect & Exploitation as specified in K.A.R. 30-63-28(c)(d).
- Rights and Responsibilities (including restrictive interventions and the Human Rights Committee)
- Emergency Preparedness as specified in K.A.R. 30-63-27(a)(1) and 30-32-27(a)(2).
- Blood-borne Pathogens
- Medication Administration
- HIPAA
- Other training as determined by the needs of the person
- Other training as determined by the Licensed Provider
- Service documentation to support billing.

Additional Pre-Placement Requirements

In addition to the above pre-placement, matching and selection protocols, additional pre-placement requirements include:

- **Background checks**, as required by the State of Kansas, and any additional checks requested by the Licensed Provider agency.
- **Motor Vehicle Records** for all persons of driving age living in the home that will be involved in transporting the person supported.
- Completion of a Person/Provider Agreement (see below).

Pre-Placement Visits

It is recommended that the person, the potential Shared Living Contractor and family and/or any other members of the prospective household that will be significantly involved in care spend time together participating in a variety of activities and across a variety of time frames prior to a final decision for placement. During one or more of the visits, someone who knows the person well is encouraged to accompany them to offer insight.

Unless the person does not have a guardian and/or is directing his or her own care, visits must occur with a responsible party present (family member, current Licensed Provider representative, etc.) until all minimum requirements are successfully completed by the potential Shared Living Contractor at which time, with approval by the person's guardian, final visits may occur without other responsible parties present.

The following list of visits **MUST** occur prior to placement:

- Activities in the community, especially those typical to the person, potential contractor and family/household members when applicable. When children are involved, visits in the community should include children.
- Activities in the home that include children and others involved in care.

The following list is of visits that it is **PREFERRED** to occur before placement:

- Going out to eat
- Visits across a weekend day
- Spending a typical evening together
- Participation in activities that the person prefers
- Overnight visits
- Potential Shared Living Contractor visit in the person's current living environment

Emergency Placement Procedures

In the event of an emergency, a temporary placement into a Shared Living arrangement can occur under the following conditions:

- Placement must be with a Shared Living Contractor or with staff or living arrangement with Licensed Provider that has met all minimum provider requirements and pre-placement training; this must be approved by person and his or her guardian (if applicable).
- Placement must be in a residence with an approved home evaluation that was completed within 30 days prior to placement.
- The length of the contract between the Licensed Provider and the Shared Living Contractor should be no longer than 90 days, at which time a permanent placement has been identified or the person's team extends the term of the contract. In the event that an emergency placement contract is extended, all appropriate parties must be notified including QMS, the CDDO and the MCO and all appropriate requisites completed by contractor. In addition, the Person Centered Plan must be reviewed and updated to include any alterations and/or considerations applicable to the Shared Living setting.
- Support visits should be completed at an increased frequency during the term of temporary contract, as determined by team.
- A Shared Living Personal Preferences Agreement does not have to be developed and in place prior to placement, however, every effort should be made to ensure that lifestyle preferences for all persons involved in care and the Shared Living arrangement are identified and addressed during support visits. Prior to permanent placement the Shared Living Personal Preferences Agreement must be completed.
- The Licensed Provider is responsible for emergency placement procedures and must document the agency's emergency placement procedures and understand that the provider is responsible for finding immediate alternative placements for person(s). Alternative placements may not be to force family members or legal representatives to take the person(s) home. Emergency placements may include the next best option to Shared Living if another Shared Living arrangement is not available. Emergency placements must ensure the person(s) are free from abuse, neglect and exploitation. Placement options must meet all minimum training and background checks as required by the State.

Licensed Provider Initial Support

Shared Living is a lifestyle and therefore it includes supporting everyone involved in the Shared Living arrangement (person supported, Shared Living Contractor, family members, other household members, etc.). Supports needed by the person and all household members shall be discussed prior to placement, within the first 30-60 days and quarterly thereafter.

Initial supports the Licensed Provider shall be provided to the contractor within the first 30-60 days and quarterly thereafter should include, but are not limited to:

- *Physical Health Support* - The Licensed Provider must ensure those providing physical health intervention/supports comply with K.A.R. 30-63-29(a)(4); 30-63-25; 30-63-25(a); 30-63-25(b); 30-63-24; 30-63-24(a)(b)(c)(d) and have received training on all medical and health related support needs of the person. Initial support in this area should be provided to all members of the household directly involved in providing this care and should include ongoing consultation, observation and training until they are comfortable with physical and medical support needed by the person. The contractor is responsible for obtaining medical and dental services to meet the person's specific health care needs including scheduling and receiving preventative examinations and physicals, obtaining appropriate emergency services, and obtaining additional supports including adaptive equipment, speech, hearing, physical or occupational therapies when needed. It is also important for others living in the home, including any children, to receive education about the physical support needs and medical conditions of the person, have the opportunity to ask questions and be aware of what their responses should be during intervention (if applicable).
- *Behavioral Support* - The Licensed Provider must ensure those providing behavioral intervention/supports comply with K.A.R. 30-63-23; 30-63-23(a)(b)(B)(c) and have received training surrounding all behavior and crisis support needs of the person. The contractor must ensure behavioral health services and emergency behavioral health services are sought, if needed. Initial support in this area should be provided to all members of the household and include ongoing consultation, observation and training until all members are comfortable with behavioral interventions and supports needed by the person. It is also important for others living in the home including any children, to have an understanding of the behavior functions, interventions and support, have the opportunity to ask questions and be aware of what their responses should be during intervention (if applicable).
- *Blending of Schedules* - During initial support visits, the Licensed Provider should inquire about how the household, family and individual schedules are impacted by

becoming a Shared Living home. They should assist, as needed, in ensuring that the Shared Living Personal Preferences Agreement is working and that everyone's needs are being met so as to support a positive transition into this new lifestyle.

- *Person Centered Planning* – The Person Centered Plan must be reviewed and updated to include any alterations and/or considerations since moving into the Shared Living setting after 30 days but not to exceed 60 days.

Support Visits

Shared Living arrangements should be highly supported and well monitored. Regular support visits to the home are critical to ongoing quality assurance and must be completed by a representative of the Licensed Provider.

The following criteria apply to support visits:

- There must be a minimum of one visit each month that occurs in the home.
- Stakeholders can visit the Shared Living home at any time. Stakeholders include, but are not limited to, representatives of the CDDO, Licensed Provider, MCO, QMS, CMS as well as the person's guardian and family members, as requested by the person.
- Visits can be announced or unannounced.
- Topics that must be covered in the review by the Licensed Provider at a minimum are:
 - A review of behavioral and physical health support needs to ensure that appropriate services are sought out and provided.
 - A review of any critical incident that has occurred in the home and subsequent reporting as specified in K.A.R. 30-63-28(d) and 30-63-29(a).

Person's Rights and Responsibilities

Persons living in Shared Living arrangements have the same rights as all other citizens. They are also provided opportunities to exercise responsibilities that accompany their rights. Contractor must comply with K.A.R. 30-63-22; 30-63-22(a); 30-63-22(b); and 30-63-22(c). Contractor must comply with CMS Federal Rules related to the HCBS-IDD Program. Persons and Contractors must comply with the HCBS-IDD Program's Rights and Responsibilities, including those listed below. The Shared Living arrangement is subject to the HCBS Final Rule on settings, and all Shared Living arrangements must comply with the HCBS Final Rule and receive prior approval from KDADS.

Individual rights include:

- Right to learn and get access to information about rights and freedoms
- Right to freedom of speech
- Right to vote
- Right to religious preference
- Right to live the way they want - where and with whom
- Right to privacy (lockable door)
- Right to affordable housing or ownership of property
- Right to employment and equal pay jobs
- Right to education and attend public school until age 22
- Right to relationships; family, friends, marriage, parenting
- Right to government information
- Right to be safe
- Right to their own opinions
- Right to be treated as an equal
- Right to medical treatment and information
- Right to have personal information kept confidential
- Right to be respected by others
- Right to lobby, protest, and demonstrate about rights
- Right to choose
- Right to freedom of movement
- Right to their own possessions
- Right to live in the least restrictive environment
- Right to public transportation
- Right to handle their own money
- Right to select services and supports, and who provides
- Right to public services
- Right to environments used by the general public
- Right to due process
- A written agreement with eviction and appeals rights
- A choice of setting and roommates based on their needs, preferences and resources.
- Support for choice of daily activities, physical environment, and with whom to interact

- Freedom and support to control their own schedules, activities, and have access to food at any time
- Right and ability to have visitors of their choosing at any time
- A setting that is physically accessible, including ADA compliant

Any limit or restriction supported by a specific assessed need, evaluated frequently, and be approved by the person, parent or guardian and documented in the person centered support plan.

The person’s home setting will have the following qualities:

- Opportunities to seek employment and work in competitive integrated settings,
- Engage in community life, control personal resources, and
- Receive services in the community to the same degree of access as individuals not receiving Medicaid HCBS.

Responsibilities include:

- Be respectful to others, including Shared Living Contractor, family, volunteers, and other person(s) served.
- Be respectful of own and other’s property.
- Participate in services to maximize person’s benefits.
- Maintain confidentiality regarding information about other person(s) served and own information.
- Provide accurate information about themselves in order to receive the best care.
- Pay bills at the appointed due dates including patient obligation.
- Follow strategies and recommendations which have been chosen in consultation with them, their guardian (if applicable), Shared Living Contractor, Licensed Provider and physician(s), MCO and other professionals as applicable.
- Report concerns of abuse, neglect and exploitation as specified in K.A.R. 30-63-28(2).
- Not use the service for a purpose for which it was not intended.
- Work with Shared Living Contractor and Licensed Provider to resolve grievances.

Quality Assurance

Persons in Shared Living shall have the same rights and responsibilities as other persons receiving HCBS-IDD services in other settings, and all services and supports will comply with the HCBS-IDD Program's Quality Assurance and Program Integrity measures, CDDO quality assurance, MCO reviews, and other quality assurance reviews.

The Licensed Provider will ensure compliance with all contractual terms and quality assurance standards that protect an individual receiving HCBS-IDD services from fraud, waste, abuse, neglect, and exploitations. Independent Contractors will comply with all local, state, and federal laws and regulations.

The Shared Living provider is expected to ensure the health, safety and welfare of the Person, and the CDDO, MCO, and KDADS will monitor and ensure the quality of supports and services according to established contractual terms, policies, procedures and protocols.

Contractual Oversight

It is the role of the Licensed Provider to ensure that all contractual requirements are reviewed with the Shared Living Contractor. Contractual compliance will be reviewed at least quarterly to ensure there is no lapse of federal and state level requirements as well as to ensure quality of services provided to the person and overall satisfaction of all parties involved in the arrangement. This quarterly meeting also serves the purpose of touching base on how all members of the household are doing in regard to lifestyle management and consistently meeting the needs of all members involved.

At this review the following areas must include, but are not limited to:

- Minimum training requirements as specified in K.A.R 30-63-22(c)
- Insurance coverage
- Respite usage, appropriate training and consents
- Natural supports, training and consents
- Disaster and emergency planning
- Shared Living Personal Preference Agreement
- Any changes to the home or family structure
- Person centered services and supports
- Purchase(s) made by the contractor on behalf of the person (using person's funds) are made at reasonable fair market values.

Grievance and Appeal Process

Person shall have the same rights for appeals and grievance as any other person receiving I/DD services per Kansas State policy.

Nondiscrimination

Kansas Department for Aging and Disability Services (KDADS) is committed to supporting cultural and individual diversity and does not discriminate on the basis of race/ethnicity, color, religion, sex, including marital status, national origin, ancestry, age, sexual orientation, disability, or veteran status in its recruitment, retention, or development of Shared Living Contractors or persons receiving Shared Living services. The Shared Living program goals are aimed at fostering an understanding of cultural and individual diversity as it relates to shared lifestyles. KDADS' discrimination complaint procedure is designed to ensure that concerns are handled in a timely and responsive manner.

Conflict of Interest

Kansas Department for Aging and Disability Services (KDADS) requires all Licensed Providers to avoid any conflict between their contractors, themselves and the person(s) with disabilities they are providing supports and services, and to disclose promptly any actual or potential conflicts.

The purpose of this policy is to ensure the integrity of the State of Kansas Shared Living program. The principle guiding its implementation is that no Licensed Provider or contractor of Shared Living should have, or appear to have, any personal interests, relationships, or affiliations that conflict with the best interests of the person who lives in the Shared Living arrangement.

The Shared Living Contractor cannot be the parent, spouse, brother, sister, guardian, conservator, durable power of attorney (DPOA), medical power of attorney (MPOA) or representative payee for the person. Additionally, the Shared Living Contractor cannot be a Targeted Case Manager and provide Shared Living Services as a contractor.

Each Licensed Provider of Shared Living shall have a conflict of interest policy.

Emergency and Disaster Planning

Contractors should be trained in general fire safety and emergency procedures. The person should be able to evacuate the home where services are provided, including alternate exit routes. There is an accounting of the contractor of who is present in the home (minimally the person(s)) at any time. The fire exit plans include a designated meeting place outside the home where all person(s) go in the evacuation. There will be evidenced documentation of training for each person(s) in the event of tornado or other storms. There is evidenced documentation of training for each person(s) of fire evacuation. The contractor shall be prepared to respond to other emergency conditions.

Termination of Services

- Either party may terminate this contract without cause upon the delivery of a minimum of 60-day notice.
- Either party may terminate the Agreement for cause with 30 day written notice for the following reasons:
 1. Loss of funding. Person is no longer eligible for I/DD waiver services
 2. Death or serious illness of contractor or contractor's family members
 3. Felony conviction that prohibits person from living in the home.
 4. Ongoing safety reasons of the contractor or their family
 5. Licensed Provider loses or chooses to no longer continue residential license.
- The Licensed Provider may terminate the contract immediately with written notice if the Licensed Provider determines, (with sole discretion), that the contractor, has breached the contract, is found to have violated any State and/or Federal law that threatens the health or well-being of the person, changes occur to funding of the services provided to the person, if the contractor has been charged or indicted for a felony or other crime prohibited by regulation or program requirement, has been issued a notice by KDHE of a credible allegation of FWA, program suspension, termination or other restriction, has committed an act of abuse, neglect or exploitation, has failed to resolve a material breach or has engaged in any misconduct which jeopardizes the safety and well-being of persons served.
 - Contractor shall have 30 days to cure breach or otherwise provide evidence that a breach has not been committed.
- If mutually agreed upon by both parties.
- Upon the written request of a person that expresses the desire for a change to his or her placement based upon personal preferences or support or behavioral health or physical health needs.
 - The person shall provide notice as soon as reasonably known that person is unable to continue Shared Living arrangement as a result of change in medical conditions, physical needs, behavioral support needs, or change in the physical location of family or natural supports creating an unreasonable distance to visit with family or natural supports.
 - The person may provide notice as soon as reasonable for change in living arrangement precipitated by credible allegation of Fraud, Waste, or Abuse occurring in the Shared Living environment.
 - The person may provide 30 days written notice in advance of an "at will" change to their living arrangement.

Other Agreements

Room and Board Agreement

The Room and Board Agreement must provide the following as a minimum and comply with K.A.R. 30-63-29 and overseen by Licensed Provider:

1. Fees:
 - Person served agrees to pay Shared Living Contractor or Licensed Provider an agreed upon dollar amount per month for room and board which includes rent, utilities and food which is consistent with Article 30-63-25.
 - Transportation will be provided per Article 30-63-25
 - Items not covered by Medicaid are the responsibility of the person.
2. Pursuant to a Shared Living/contractor-Agreement between Shared Living provider and Licensed Provider, Shared Living Contractor acknowledges that Licensed Provider may withhold or offset an amount representing an overpayment by the person served to Shared Living Contractor for Room and Board/Transportation Fee from any monies owed by Licensed Provider to Shared Living Contractor.
3. The room and Board charge may not be increased without 90 days written notice to the person or person's legal representative.
4. Room and Board agreements end when Shared Living arrangements end.
5. The written agreement must have eviction and appeals rights.

Service Agreement

In Shared Living Arrangements there must be a service agreement between the person and/or their guardian and the Licensed Provider. At a minimum the service agreement must include information about:

Complying with all applicable local and state laws, HIPAA, Deficit Reduction Act, ordinances and regulations related to services provided in the home and rights of the persons being served including, but not limited to, the DD Reform Act (K.S.A. 39-1801 et seq.), K.A.R. 30-63-01 et seq., the Home and Community Based Waiver regulations (K.A.R. 30-64-01 et seq.), applicable Managed Care Organization Provider Manual, applicable provisions within Community Service Provider affiliate agreement with its CDDO, applicable KDADS/CDDO policies, and applicable Community Service Provider policies and procedures or management procedures incorporated into this document.

Disclaimers

Any exceptions to the design may require 3rd party approval from KDADS, the Licensed provider and/or anyone having oversight (including KDHE, CDDO and MCO). All exceptions must be granted prior to being executed, and exceptions must be documented in the contract file.

This Shared Living Design does not supersede the benefits and limitations set forth by the State Medicaid Plan, 1915(c) Home and Community Based Services (HCBS) waiver, KDADS, and MCOs.

Licensing Requirements

The Licensed Provider and their Shared Living Contractors must comply with all Kansas Administrative Regulations 30-63-01 et seq. for licensure: 30-63-11;30-63-30; 30-63-11(a); 30-63-30(11); 30-63-30(F)(13); 30-63-30(B); 30-63-30(b)(2); 30-63-29; 30-63-29 (a)(4); 30-63-28; 30-63-28 (a)(c)(d)(e)(f); 30-63-28 (2); 30-63-27; 30-63-27 (a)(1); 30-63-27 (a)(2); 30-63-26; 30-63-26 (a)(b)(c)(d)(e)(f); 30-63-25; 30-63-25 (a)(b); 30-63-24; 30-63-24(a)(b)(c)(d); 30-63-23; 30-63-23(a)(b); 30-63-23(B); 30-63-22; 30-63-22(a)(b)(1)(c); 30-63-21; 30-63-21 (a)(1)(a)(2)(a)(3)(a)(4)(a)(5)(a)(6)(a)(7)(a)(8). Additionally, the Licensed Provider must maintain an IDD Residential License with KDADS to provide a Shared Living Residential option in Kansas.

Acknowledgment

This guide is provided solely for educational and informational purposes and may not be construed as or relied upon as individual legal advice. Persons in need of such advice should seek legal counsel.

The material contained in this publication is of a general nature, will answer commonly asked questions, and is not an endorsement of any product or service. Contact the appropriate Licensed Provider for current information, as eligibility and benefit amounts frequently change. The service of a professional should be sought if legal advice or expert assistance is needed.

The Kansas Department for Aging and Disability Services mission is to foster an environment that promotes security, dignity and independence for all Kansans. The Kansas Department for Aging and Disability Services envisions a community that empowers Kansas' older adults and persons with disabilities to make choices about their lives.