

Shared Living Program

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

Shared Living Program Design and Standards

Licensing and Quality Requirements

Issued July 1st, 2023

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

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Purpose of this Manual

The purpose of this manual is to define the Shared Living Program in Kansas and provide direction on the standardization and regulatory approval and monitoring of shared living settings.

KDADS has developed the following standards for the Shared Living Program in collaboration with a group of licensed residential providers currently providing Shared Living services for Participants on Kansas' Home and Community Based Services Program for Individuals with Intellectual or Developmental Disability Waiver (HCBS-IDD). This manual formalizes existing practices and addresses specific issues related to the HCBS-IDD residential requirements and the expansion of the Shared Living Program in Kansas. This manual becomes effective July 1st, 2023 and serves as guidance for the Shared Living Program. The Shared Living Manual may be amended based on public comment. The Shared Living Program may be referred to as Shared Living.

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.

Acknowledgements

KDADS thanks the collaboration and effort of Sunflower Health Plan and the providers who initiated and worked towards a best practices model with the Shared Living Manual for the State of Kansas. Their ongoing efforts are appreciated as they have led to the growth and sustainability of this program.

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Terms and Definitions Used in this Manual

Residential Licensed Provider	Residential Supports Agency for adult individuals with an intellectual and/or developmental disability that is licensed by KDADS
Contractors	A community resident in Kansas who has a contract with a Residential Licensed Provider to share living space with a participant.
Participant	Adult Person with an intellectual and/or developmental disability receiving HCBS-IDD Program services who may choose or has chosen to live in a setting compliant with the Shared Living Program standards.
MCO	Managed Care Organization in Kansas
KDADS	Kansas Department for Aging and Disability
CDDO	Community Developmental Disability Organization
KDHE	Kansas Department for Health and Environment (Medicaid Agency)
I/DD Surveyor	A KDADS employee that ensures that statewide standards are met by licensed HCBS-IDD providers.
HCBS-IDD	Home and Community Based Services for Individuals with Intellectual and/or Developmental Disabilities
Relief Coverage	Relief Coverage is a break from service for the Contractor and/or Participant. A relief coverage worker can be a natural support living outside the home, another Shared Living Contractor, or a Residential Licensed Provider employee. Relief coverage can assist in a successful Contractor/Participant relationship. Relief coverage can also be included in the Contractor/ Residential Licensed Provider contract.
KMAP	The Kansas Medical Assistance Program provides secure web sites for providers to conduct eligibility verifications.

Note: This Manual is not Legal or Tax Advice

This Program Manual is not intended as legal or tax advice. Providers should consult their independent legal counsel and tax advisors in the development of a Shared Living Program. Providers will have the terms and conditions pertaining to independent contractor status reviewed by competent attorneys licensed in their local jurisdiction

Overview of the Shared Living Program

Shared Living is a nationally recognized model for habilitation or residential services for individuals with Intellectual and/or Developmental Disabilities (IDD). In Shared Living, one to two Participants share a home with a family or single adult's family (the Contractor). The Contractor lives with the Participant and provides supports to them in accordance with the Participant's person-centered support plan and in compliance with Article 63. A Residential Licensed Provider trains and provides ongoing support for the Contractor. The Contractor and the Participant can utilize Relief Coverage with mutual agreement on where and with whom the Participant will be staying, along with Residential Licensed Provider support.

Kansas licenses residential providers to serve individuals with Intellectual and/or developmental Disabilities (IDD). Residential Licensed Providers may provide IDD adult residential services in many settings, including Shared Living.

Providers and new applicants should follow the basic steps listed below.

1. Send a Declaration of Provider Interest in Shared Living to the IDD Licensing Manager
2. Obtain a Residential License from KDADS
3. Affiliate with the local CDDO
4. Register with KMAP and complete MCO credentialing
5. Register facilities with the Final Rule Team and obtain inspections
6. Begin Service delivery

The person(s) who live(s) with and provides companionship and support to the individual with IDD (Participant) is referred to as the Shared Living Contractor or the Contractor.

People who pass the HCBS required background checks and are properly trained can be a Contractor. Contractors and Participants work together, with a Residential Licensed Provider's support, to maintain a healthy, family-like, home environment.

Kansas Shared Living Contractors contract with Residential Licensed Providers, through a negotiated contract between the Contractor and the Residential Licensed Provider. The Contractor receives payment for providing services to the Participant as outlined in the Person-Centered Support Plan in their shared home and the Residential Licensed Provider provides support, training, and other negotiated terms. A Participant will have a lease and/or other financial agreements with the Contractor. However, the Licensed Residential Provider must also vest themselves in those agreements with their signature in order to hold oversight. The shared living unit shall be occupied under a legally enforceable agreement by the Participant, and the Participant has, at a minimum, the same responsibilities and protections from eviction that tenants have under the landlord/tenant law of the State, county, city, or other designated entity. For settings in which landlord tenant laws do not apply, the Contractor must ensure that a lease, residency agreement, or other form of

written agreement will be in place for each Participant, and that the document provides protections that address eviction processes and appeals comparable to those provided under the jurisdiction's landlord tenant law.

The Shared Living Program has different levels of oversight due to Contractors performing a licensed service. The Residential Licensed Provider has oversight over the Contractor, and KDADS Licensing has oversight over the Provider. The CDDO provides additional oversight to the Residential Licensed Provider with the affiliation agreement. The Residential Licensed Provider must maintain and review business practices and insurance coverage requirements, to ensure a Contractor's compliance. The Shared Living Contractor is subject to the Residential Licensed Provider's requirements as outlined in their contract which will include regulatory requirements. Contractors support Participants in home environments with their independence, daily living skills, and social interactions.

Shared living locations must be assessed for Final Rule compliance. The regulations governing Final Rule can be found in the Code of Federal Regulations (CFR) under Title 42, Part 441, Subpart G (2021), including 42 C.F.R. 441.301(c)(4) and 42 C.F.R. 441.302(a)(5). The Final Rule requires that supports be provided in integrated community settings that offer individuals choice, privacy, autonomy, control, and access to the same services and opportunities as individuals who do not receive HCBS Medicaid. If you have questions or need assistance, please contact the HCBS Final Rule Team at KDADS.FinalRule@ks.gov.

Core Values

Kansas is committed to:

- Using the least restrictive alternatives that are consistent with the developmental needs and objectives of Participants.
- Supporting an interdisciplinary, person-centered approach to the provision of services to Participants.
- Protecting the rights of individuals 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 Participants are afforded their right to informed choices.
- Creating and implementing an individualized program design that reflects the choices and participation of the Participant and/or their legal representative.
- Maximizing community inclusion and acceptance of Participants.
- Tailoring supports to meet the needs of each Participant.
- Increasing the quality of life of each Participant.
- Assisting each Participant to achieve greater independence.
- Using "people first" language and actions.
- Providing safe and secure environments
- Developing alternatives to traditional residential services.

Kansas expects the Shared Living Program to:

- Contribute to the development of individualized, independent daily living routines through encouragement of informed choice, creativity, and enrichment of a Participant's life.
- Assist participants in contributing to Kansas as a community.
- Support quality homes or apartments that are integrated into our communities.
- Consistently teach new skills with evidenced-based practices.
- Foster inclusion.
- Gently and respectfully address inappropriate behavior, with an emphasis on prevention by teaching alternative behaviors through the provision of enriched environments, activities, and choices.
- Ensure that all behavioral interventions comply with KAR 30-63-23 to ensure the least restrictive environment possible.
- Increase a participant's ability to live in the least restrictive environment.
- Encourage and support the development of relationships between participants, participant peers, families, roommates, employees, friends, coworkers, roommates, and other community members
- Motivate participants to learn new skills and avoid behaviors that are stigmatizing or harmful.
- Comply with CMS Final Rule and all local, state, federal, and Program requirements.
- Promote the need for choice, exercising autonomy, and control over one's own services.
- Address workforce shortages without compromising quality of services and supports.

Contractor Considerations

Becoming a Shared Living Contractor is more than a vocational decision; it is a lifestyle decision. Active participation in a selection process helps all interested parties learn about the Shared Living Program and about each other. This process is an important step to be able to understand and prepare for the lifestyle requirements, the application, matching with someone, and other oversight procedures and regulations. Not everyone wishing to be a Shared Living Contractor is ready for this type of lifestyle change. Potential Contractors should think carefully before committing to this Program. Going through this process does not guarantee the potential Contractor will become a Shared Living Contractor or that a match will be made.

Documented evidence by appropriate authorities must establish the facilitation of the Participant's choice regarding services and supports, how, when, where and who provides them. The Shared Living setting must be selected by the individual from among setting options including non-disability specific settings and an option for a private unit in a residential setting. The setting

options are identified and documented in the person-centered service plan and are based on the Participant's needs, preferences, and resources available for room and board.

One of the most important elements to a successful and sustainable Shared Living arrangement is the matching of lifestyles. Initial efforts will focus on ensuring that the lifestyle preferences of the Participant, the Shared Living Contractor, and the Contractor's family (if applicable) matches in such a way that the quality of life for each party is maintained, or ideally, enhanced. This phase includes, but is not limited to:

- Consideration of the relationship between the Shared Living Contractor and Participant.
- 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 in a Personal Preferences Agreement and Person-Centered Support Plan.
- The matching of lifestyle preferences of the Participant, 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.

Steps to becoming a Shared Living Contractor will include, but are not limited to:

- Completing an application and background checks for all paid and unpaid caregivers and for all household members whose ages are 18 and over
- Completing the Residential Evaluation, which includes an In-Home Interview.
- Developing a relationship with a Participant
- Completing a Shared Living Personal Preferences Agreement.
- Licensing visit
- Negotiating a Contract with the Residential Licensed Provider
- Participating in the PCSP

Residential Evaluation

A Residential Evaluation is an assessment by the Residential Licensed Provider of the environment in which the Participant may choose to live. Considerations includes home modification availability, household members, pets, cleanliness, and general accessibility. Completion of an In-Home Shared Living interview that includes all members of the residence is required to assess the interactions and lifestyle of the household. During this step, the Residential Licensed Provider may be informally identifying potential matches.

Aspects that are considered during this phase of the process:

- Readiness and willingness to participate in the Shared Living Program.
- Visiting the residence when all members of the household are present to observe interactions.
- Identification of typical weekday and weekend schedules and household activities. Schedules may vary depending on the time of year.

Relationship Development

The Participant, the potential Shared Living Contractor, and family and/or other members of the prospective household will spend time together participating in a variety of activities and across a variety of timeframes prior to an official match for Shared Living. The goal of these visits is to build a relationship and start integrating the parties into each other's lives. During one or more of the visits, someone who is familiar with the Participant is encouraged to accompany them to offer insight and support. Prior to minimum regulatory requirements (background checks, etc.), visits must occur with a responsible party present (family member, current Residential Licensed Provider representative, etc.) until all minimum requirements are successfully completed by the Shared Living Contractor, at which time, with approval by the Participant's guardian, if applicable, final visits may occur without other responsible parties present.

Examples of recommended shared experiences prior to the move:

- Participation in home and community activities together, especially those typical to the Participant, potential Contractor, and/or family/household members. When children live in the home, visits will include the children.
- Going out to eat in the community
- Visits across a weekend day
- Spending a typical evening together
- Overnight visits
- Potential Shared Living Contractor visits in the Participant's current living environment

Personal Preferences Agreement

Once the compatibility of a Shared Living Contractor and the participant is evaluated and mutually agreed upon, the next step might be to complete a detailed Shared Living Personal Preference Agreement (PPA) that ensures that the Participant's and Contractor's lifestyle preferences and activities are at least minimally sustained, but ideally enhanced. This PPA is an assurance that the Contractor addresses the Centers for Medicare and Medicaid Services (CMS) in the U.S. Department of Health and Human Services issued final rules in the Federal Register that implemented section 191S(i) State Plan home and community-based services. At a minimum, the Participant and guardian, if applicable, will be involved in the development of this agreement. The information contained in this agreement will be applied when developing the Person-Centered Support Plan.

Aspects addressed in this agreement will include, but are not limited to:

- Ensure pleasant and safe surroundings that address the physical needs of the Participant in a home, including home modifications

- Address how to support the Participant in activities in which that the Contractor and family typically participate that the Participant may or may not choose to join.
- Observance of Legal and Personal Rights that ensures the Participant's rights are protected.
- A detailed description of evidence-based teaching practices that will occur to eliminate the need for each restriction, in compliance with Article 63.
- Positive Relationships with others for the Participant that ensures compliance with CMS Final Rule:
 - Participants can have visitors at any time.
- Living a Healthy Lifestyle that addresses the Participant's support for exercise, sleep, diet, etc.
- Opportunities for Choice and Control for the Participant that ensures compliance with CMS Final Rule:
 - Participant has the freedom and support to control his or her own schedules and activities and has access to food at any time.
- Addresses the Participant's financial supports, whether a Payee program is used or not.
- Effective learning opportunities for the Participant to maximize personal development will be described with an explanation of how this will be offered by the Contractor.
- Description of the Participant's preferred daily routine and experiences and how the Contractor will maintain and offer these preferences.
- Community Involvement that addresses the Participant's preferences within his or her local community and the level of support needed to participate in community activities.
- Effective Communication that describes the Participant's primary method of communication and methods of understanding the Participant.

Licensing Visit

A KDADS I/DD Surveyor, separate from the Residential Licensed Provider, must conduct a thorough residential environmental evaluation prior to moving into any home.

The KDADS residence evaluation will include a full inspection of the inside and outside of the residence and include but is not limited to:

- Identification of possible safety concerns and/or adaptive needs, including home modification, that would need to be addressed before the Participant moves there.
- Full assurance of all rights and responsibilities of persons living there per 30-63-22 and CMS Final Rule.
- 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(8).

Contractor Requirements

Requirements are first identified through the standard licensing guidelines and any additional requirements are decided by the Residential 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 by the Residential Licensed Provider and the IDD Surveyor.
- Ability to meet physical support needs of the Participant, with or without accommodations.
- Completion of and maintaining training courses that meet minimum State of Kansas training standards as outlined in Article 63 including ANE, Rights & Responsibilities, Emergency Preparedness, Medication Administration, and First Aid/CPR.
- Participation in the development of a Shared Living Personal Preferences Agreement between Contractor(s) and the Participant to name and to ensure quality outcomes addressing each Participant's lifestyle preferences.
- Purchase and maintenance of required insurance. Contractor will be required to sign a release for the insurance companies to notify the Residential Licensed Provider of any lapse in coverage.
- Participate in the Participant's Person-Centered Support Planning meeting and implementation of the Person-Centered Support Plan as specified in K.A.R. 30-63-21, including goal and behavior tracking.
- Successfully passing required background checks and screenings required by Residential Licensed Provider and KDADS Standard Policy (E2019-010), which includes all paid and unpaid caregivers and all people over 18 living in the home.
- Avoid conflicts of interest. Contractor shall not be the guardian, conservator, DPOA/DMPOA, employed by or a board member of the contracting Residential Licensed Provider, or participant's chosen TCM agency.
- Contractor must be at least 18 years of age.
- A Contractor must not hold multiple licenses to avoid duplication of services.
- Room and board, leases, and other financial consideration agreements. The Residential Licensed Provider will assist in providing templates when needed. The Residential Licensed Provider will inform the Participant of right to have Renter's Insurance.

Residential Licensed Provider Support

The Residential Licensed Provider will provide initial support to the Contractor within the first 30 days and quarterly or as mutually agreed upon in their contract. Residential Licensed Provider Support will include but is not limited to:

- **Physical Health Support** - The Residential 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), Nurse Practice Act 65-1124 and have received training on all medical and health related support needs of the Participant. Initial support in this area will be provided to all members of the household directly involved in providing care and will include ongoing consultation, observation, and training until the Contractor and Participant are comfortable with how the physical and medical support needs are being met. The Residential Licensed Provider is responsible for ensuring the Contractor has all the needed medical reports, releases, equipment, and appointment records so that the Participant's medical and dental needs can be met.
- **Behavioral Support** - The Residential Licensed Provider must ensure those providing behavioral intervention/supports comply with K.A.R. 30-63-23; 30-63-23(a)(b)(c). The Residential Licensed Provider will provide training surrounding all behavior and crisis support needs of the Participant to the Contractor. Initial support in this area will 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 Participant. All supports will maintain the Participant's dignity and rights. The Residential Licensed Provider will provide explanations of behavior functions and interventions and support. The Residential Licensed Provider will train the Contractor to be able to ensure behavioral health services and emergency behavioral services are sought when needed.
- **Blending of Schedules** - During support visits, the Residential Licensed Provider will inquire how the household, family, and Participant schedules have been impacted by becoming a Shared Living home. The Residential Licensed Provider will assist, as needed, in ensuring that the Shared Living Personal Preferences Agreement is working and that everyone's needs are being met as to support a positive outcome as outlined in the PCSP and in the Contractor's formal and informal reporting.
- **Person-Centered Support Planning** - The Person-Centered Support Plan must be reviewed and updated in compliance with Article 63. The Contractor has the right to request a PCSP Update meeting, and the Residential Licensed Provider will assist in setting this up.

- **General Support** – The Residential Licensed Provider will provide general, ongoing support to the Contractor. This support includes, but is not limited to, upcoming information changes, Contractor rights, fair business practices, informed consent practices, development of certain legal documents (leases, etc.), assistance in finding and maintaining Relief Coverage, and other items outlined in the contract.

Support Visits

The Residential Licensed Provider will provide support visits as outlined in the Contract and/or as requested by the Participant or Contractor.

Support visits also include:

- Regulatory agencies will be allowed access to the grounds and any documentation with or without prior notice. Regulatory agencies include the CDDO, the Residential Licensed Provider, the MCO, KDADS, and CMS.
- Targeted Case Managers (TCM), usually the PCSP preparer, are paid advocates who may also visit the Participant in the Shared Living home. TCMs may assess the Participant and/or the behavior documentation in accordance with the PCSP. TCMs may also request documentation to ensure the Participant's rights and safety are being respected. TCMs may also make referrals.
- Topics that must be covered and documented in the review by the Residential Licensed Provider at a minimum are:
 - A review of ongoing behavioral and physical health support needs and subsequent request of any copies of records.
 - A review of any changes in the participant's health, behaviors, or support system.
 - A review of any upcoming medical appointments and/or psychiatric medication management concerns, including side effects.
 - Informal or formal interview with the Participant to ensure that they feel safe or have any needs that will be addressed.
 - Review of recent and upcoming Relief Coverage.
 - 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).
- The information gathered from the support visits will be utilized to ensure that the Participant's safety and rights are being respected, the PCSP is updated on an ongoing basis, and the physical environment continues to be meeting the needs of the Participant. The Licensed Residential Provider will 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, to ensure quality of services provided to the

Participant, and to assess overall satisfaction of all parties involved in the arrangement. KDADS, CDDOs, and MCOs have the right to attend and review, both formally and informally, these quarterly reviews

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

- Minimum training requirements as specified in K.A.R. 30-d 63-22(c)
- Insurance coverage
- Relief coverage usage, appropriate training, and consents
- Natural supports, training, and consents
- Disaster and emergency planning
- Any physical changes to the home or changes in the family structure dynamics
- Names and ages of occupants
- Person-centered services and supports, ensuring they are aligned with what is in the PCSP.
- General overall financial oversight, to ensure there is no financial exploitation.
- Billing records ensure there are no duplication of services.
- Any KDADS granted exceptions, including Emergency Living Arrangements or Overpopulation homes.

The Residential Licensed Provider will assist and train Contractors in how to develop and document emergency procedures and in how to support the Participant in emergency events and drills. The emergency procedures will include how to document drills and include the names of those being trained, dates, and times type of emergency addressed. Designated emergency exits, alternative exit routes, emergency phone numbers, and meeting places will be posted in the home, visible to everyone. Emergency procedures will address, but are not limited to, the following emergency events:

- Fire
- Tornado
- Utility Outages
- Missing Persons
- Bomb or other threats
- Intruder
- Flooding
- Long-term natural disaster

Participant's Rights and Responsibilities

Participants choosing the Shared Living Program have the same rights as all other US citizens. They are also provided opportunities to exercise responsibilities that accompany their rights. Contractors must comply with K.A.R. 30-63-22; 30-63-22(a); 30-63-22(b); and 30-63-22(c). Contractors must comply with the HCBS-IDD Program's Rights and Responsibilities, including those listed below. The Shared Living Program is subject to the HCBS Final Rule on settings, and all Shared Living homes 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 be made aware of community events and activities
- 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 entry, exit, bedroom and bathroom door)
- Right to have a key, code or other entry method to assure privacy of personal space and items
- Right to privacy while using the phone, internet or using any other personal communication device
- Right to affordable housing or ownership of property
- Right to furnish and decorate their home and or living space
- Right to employment and equal pay jobs in integrated community settings
- Right to education and attend public school until age 22
- Right to relationships; family, friends, dating, 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 choose where, when and who they receive medical, behavioral and therapy services
- Right to have personal information kept confidential
- Right to dignity and to be respected by others
- Right to lobby, protest, and demonstrate about rights
- Right to choose
- Right to freedom of movement or when to come and go
- Right to freedom from coercion and restraint
- Right to their possessions and use of them when they so choose
- Right to live in the least restrictive environment
- Right to public transportation
- Right to handle their own money and other financial and personal resources
- Right to select services and supports, and who provides
- Right to public services

- Right to environments used by the general public and to be free of isolation
- Right to due process
- Right to a written agreement with eviction and appeals rights
- Right to choice of setting, housemates and roommates based on their needs, preferences, and resources
- Right to support for choice of daily activities, physical environment and with whom to interact
- Right to freedom and support to control their own personal routines for hygiene, laundry, personal care, recreation and meals
- Right to have access to food of their choice at any time
- Right to have access to the kitchen, dining area and use of meal preparation appliances when they choose
- Right to cook and prepare their own meals when they want
- Right to access laundry facilities and to do their own laundry when they choose
- Right to and ability to have visitors of their choosing at any time
- Right to a living space that is physically accessible, including ADA compliant
- Right to have accommodations in order to move about living space freely

If a Participant's assessed needs include any limitation or restriction on rights, that restriction must be met in accordance with 30-63-21(5). This regulation includes informed consent, ongoing evaluation as defined in the PCSP, and approval from a Behavior Management Committee.

Responsibilities include:

- Be respectful to others, including Shared Living Contractor, family, volunteers, and other peers.
- Be respectful of one's own and other's property
- Participate in services to maximize the Shared Living Program benefits
- Keep information about oneself and others safe, especially medical information.
- Keep a healthy, clean, and safe home.
- Ask for help when needed
- Be honest with others in order to receive the best care
- Pay bills when they are due
- Follow one's PCSP and request changes, when needed
- Report concerns of abuse, neglect, and exploitation
- Work with the Shared Living Contractor and the Residential Licensed Provider to resolve grievances.

Quality Assurance

Participants in the Shared Living Program shall have the same rights, responsibilities, and assurances as other Participants receiving HCBS-IDD services in other settings. All services and supports will comply with KDADS licensing, CDDO quality assurance, MCO reviews, the Person-Centered Support Plan, and other quality assurance reviews.

The Licensed Residential Provider will ensure compliance with all contractual terms and quality assurance standards that protect a Participant that is receiving HCBS-IDD services from fraud, waste, abuse, neglect, and exploitations. Contractors will comply with all local, state, and federal laws and regulations. The Contractor is expected to ensure the health, safety, and welfare of the Participant. The CDDO, MCO, and KDADS will monitor and ensure the quality of supports and services according to established contractual terms, statutes, regulations, policies, procedures, and protocols.

Residential Licensed Provider will provide their policies to their Licensor before providing service, annually thereafter or if revisions made, or by request.

If the Participant moves, the Residential Licensed Provider will notify the CDDO of the new address and ensure the Participant utilizes the KanCare website for address changes. The Residential Licensed Provider will also submit a Shared Living Review Request Form indicating the termination of the agreement to the portal, if applicable.

Residential Licensed Providers will ensure that Shared Living contracts include the following terms and assurances to achieve consistency in Shared Living Programs. Shared Living Programs must comply with HCBS-IDD requirements that include, but are not limited to health, safety, and welfare. The following contracting language and assurances include minimum expectations for Residential Licensed Providers to include in their Shared Living Contracts.

Contractor Assurance

- The Contractor agrees that Shared Living is not an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IDD); Specialized Medical Services; Home Health Services, Foster Care, or other State plan services, and may not be licensed to provide other services while a Contractor.
- The Contractor and others living in the home of adult age must comply with all applicable ordinances; regulations; local, state, and federal laws; HIPAA; Deficit Reduction Act; ordinances and regulations related to services provided in the home and rights of the Participants 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; and applicable Community Service Provider policies and procedures incorporated into this document.

- The Contractor agrees to be the only person(s) providing the contract services. Any exceptions made for relief coverage, non-paid natural supports, and/or adult member of the contractor's family need to be approved by the Residential Licensed Provider and verification of current trainings, including on the person-centered support plan, and background checks must be obtained prior to working alone with the Participant. The Contractor will not subcontract any of the services that are outlined with in the Shared Living Contract. A participant retains the right to utilize other community services that may incur a fee, like public transportation, even though the service may be outlined in the Shared Living Contract.
- The contractor will request and report additional support from the Residential Licensed Provider when a Participant's needs or supports change. The Contractor will maintain annual trainings, including behavior management training, and participate in specific participant trainings as outlined in the Person-Centered Support Plan.
- The contractor will provide a pool safety plan if a pool is present.
- The contractor will declare all guns in the home and submit an approved safety plan.
- The Contractor will provide pet vaccination status and applicable records if pets are in the home.
- The Contractor agrees to a detailed back-up plan. Any individuals named in the back-up plan will approve of their role with their signature on the back-up plan.
- The Contractor may not allow more than two 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 KDADS Licensing on a case-by-case basis prior to placement. The Residential Licensed Provider will notify the Participant's Managed Care Organization (MCO).
- The Contractor will alert the Residential Licensed Provider 30 days prior to any proposed permanent or semi-permanent changes in residential occupancy. Residential permanency will be defined in the lease or other boarding agreement between the Contractor and the Participant.
- The Contractor will keep required documentation on site and available for review.

Background Check and Reporting Requirements

- All HCBS providers are required to pass background checks consistent with the KDADS' Background Check policy and comply with all regulations related to Abuse, Neglect and Exploitation. Any provider found to have been substantiated for a prohibited offense as listed in K.S.A. 39-2009 is not eligible for

reimbursement of services under Medicaid funding. All providers must be an affiliate of the CDDO in the area in which the services are provided. All providers must be KMAP enrolled providers. Consistent with the Developmental Disabilities Reform Act, Providers:

- Must submit policies and procedures for KDADS approval.
- Must contract with a KanCare MCO or be an approved out-of-network provider with a KanCare MCO.
- The Contractor and anyone providing Relief Coverage and others living in the home of adult age (18), 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 K.S.A. 39-970 & 65-5117.
- The Contractor and anyone providing Relief Coverage and others living in the home of adult age that drive the Participant must have a clear Kansas Department of Revenue (KOOR) report.
- The Contractor and anyone providing Relief Coverage and others living in the home of adult age must comply with all background checks requested by the Residential Licensed Provider.
- The Contractor and anyone providing Relief Coverage living in the home of adult age must comply with all background checks mandated by KDADS Background Check Policy (E2019-010).
- The contractor will report to the Residential Licensed Provider any motor vehicle violations, arrests, police involvement, criminal activity in the home, or convictions.
- The contractor and anyone providing Relief Coverage may not have ever been convicted of Medicaid fraud and must let the Residential Licensed Provider know if under investigation for Medicaid Fraud.
- The Contractor must notify the Residential 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 will be notified within 30 days. If there's an unplanned change, the provider must be notified within 5 business days.

Contractor Fulfillment of Duties

- The contractor must cooperate with investigations from Residential Licensed Provider, MCO, CDDO, law enforcement, APS, DCF, 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 be compliant with visits, announced and unannounced, from family, guardians, the Residential Licensed Providers that serve the participant, CDDO, State and Federal oversight entities, guests of the member, and the MCO.
- The contractor must cooperate with providing any requested records by Residential Licensed Provider, MCO, CDDO, and the State of Kansas including KDADS and KDHE.
- The contractor must provide evidence of their right to legally reside on the property in

which they live, and any homeownership must be accompanied by homeowner's insurance. Home insurance, if applicable, must include coverage of the Participant's belongings.

- Contractors will keep vehicles in safe working condition, keep them registered with the State of Kansas as applicable with Kansas State Law, and insured appropriately with Kansas guidelines in the amount that must at least meet the minimum requirements of the Residential Licensed Provider.
- The contractor understands the Residential Licensed Provider must implement corrective action if any conditions under 30-63-390(b)(2) are found to exist.
- The contractor will comply with any local, state, or federal law related to compliance with worker's compensation and unemployment as applicable.

Grievance and Appeal Process

Person shall have the same rights for appeals and grievances as any other Participant receiving I/DD services per Kansas State policy. The Contractor will be afforded grievance and appeal rights. Any disputes will follow the Residential Licensed Providers' internal policy, as well as what is outlined in KAR 30-64-32.

Non-discrimination Assurance

The Residential Licensed Provider and the Contractor will serve all persons regardless of the severity of each person's disability. Each Participant will be offered appropriate services without regard to the severity of each person's disability.

Conflict of Interest Assurances

A conflict of interest exists when the person responsible for developing the integrated service plan to address functional needs is also a legal guardian, durable power of attorney (DPOA) or Designated Representative and that person is also a paid caregiver for the individual. Federal regulations prohibit the individual who directs services from also being a paid caregiver or financially benefitting from the services provided to an individual (42 CFR 441.505).

Kansas Department for Aging and Disability Services (KDADS) requires all Residential Licensed Providers to avoid any conflict of interest between their contractors, themselves, and the Participant that they are providing supports and services, and to disclose any actual or potential conflicts for KDADS review prior to engaging in the Shared Living Program.

This policy will ensure the State of Kansas Shared Living program maintains integrity. No Residential Licensed Provider or Contractor of Shared Living will have, or appear to have, any personal or alternative professional interests, relationships, or affiliations that conflict with the best interests of the Participant who has chosen the Shared Living Program.

The Shared Living Contractor cannot be the parent, spouse, brother, sister, stepfamily, guardian, conservator, durable power of attorney (DPOA), medical power of attorney (MPOA), Targeted Case Manager, employed by or the operator of the Residential Licensed Provider providing Shared Living oversight/administration, or otherwise having oversight over an providing the services of the Participant.

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

Emergency Living Arrangements

Back-Up Plans and next best options will be detailed in a Participant's PCSP to adequately prepare for crisis situations. In the event of an emergency, a Participant's move into a Shared Living Program home can occur.

Examples of allowable Emergency Living Arrangements may include, ANE, court orders, homelessness, and other crises. Emergency Living Arrangement is potentially allowable under the following conditions:

- Shared Living must be with a Shared Living Contractor or with staff or living arrangement with Residential Licensed Provider that has met all minimum provider requirements and training; this must be approved by the Participant and guardian, if applicable, prior to the move.
- The Residential Licensed Provider must notify KDADS, the CDDO, the TCM, the Payee, and the MCO within 24 hours of the emergency move, us and provide daily updates to your regional Licensor Survey Staff. Support visits will be completed at an increased frequency during the term of the temporary contract, as determined by the team and/or as requested by the Participant.
- The temporary place of stay must be in a residence that is approved by the Residential Licensed Provider.
- The I/DD Surveyor must approve the place of stay within 10 business days of the emergency move.
- An emergency Shared Living request must be submitted to the General Utility Upload within 10 business days of the emergency move.
- A Shared Living Personal Preferences Agreement does not have to be developed and in place prior to an emergency move, however, every effort will be made to ensure that lifestyle preferences for all persons involved in the Shared Living arrangement are

identified and addressed during Residential Licensed Provider support visits and long-term planning.

- The length of an Emergency Contract between the Residential Licensed Provider and the Shared Living Contractor will not be longer than 90 days. During the stay, a more permanent home will have been identified or the Participant's team will have agreed to extend the terms of the contracts, after consulting with the Participant. In addition, the Person-Centered Support Plan must be reviewed and updated to include any alterations and/or considerations applicable to the shared living setting.
- The Residential Licensed Provider is ultimately responsible for finding an Emergency Living Arrangements. The Residential Licensed Provider must document its emergency move procedures.
- Alternative living arrangements must not force family members or legal representatives to take the Participants into their home. If a person is mentioned in the Participant's Back-Up Plan, that person must approve themselves as part of the Back-Up Plan by signing it. Emergency living arrangements may include the next best option to Shared Living if another Shared Living arrangement is not available.
- Emergency living arrangements must ensure that Participants are free from abuse, neglect, and exploitation. Residential options must meet all minimum training and background checks as required by the state.

Termination of Contracts between the Residential Licensed Provider and the Contractor

- Either party may terminate the Contract without cause upon the minimum of a 60-day notice, unless otherwise specified in the contract.
- Either party may terminate the Contract with 30- day written notice for the following reasons, unless otherwise specified in the contract:
 1. Loss of funding. Participant is no longer eligible for I/DD waiver services.
 2. Death or serious illness of Contractor or the Contractor's family
 3. The Participant is charged with a felonious crime
 4. Ongoing safety reasons of the Contractor or the Contractor's family
 5. Residential Licensed Provider loses or chooses to no longer continue a residential license.
 6. Breach of Contract, unless corrective action can take place or provide evidence that no breach has occurred.
- The Residential Licensed Provider will terminate the contract immediately and notify KDADS within 24 hours, for the following reason:
 - o The Contractor has been confirmed to have Abused, Neglected, and Exploited a person.

- o The Contractor has been issued a notice by KDHE of a credible allegation of Fraud, Waste, or Abuse program suspension, termination, or other restriction.
- o The Contractor verbally or physically threatens the safety of the Participant.
- o The Contractor has been charged or indicted for crimes that are prohibited by regulation or program.
- If a site closes, the Residential Licensed Provider will notify Licensing of that closure within 10 business days by uploading a Shared Living Review Request to the portal.
- A contract termination is not cause for a Residential Licensed Provider to stop providing residential services to the Participant.

Termination of Contract between Contractor and Participant

- Either party may terminate the Contract without cause upon the minimum of a 60-day notice, unless otherwise specified in the contract. Parties will work together, with the support of the Residential Licensed Provider, for the Participant to transition into a new living environment.
- The contract may be terminated upon the written or documented verbal request of the Participant or the Participant’s guardian, if applicable, expressing the desire for a change in where or with whom they live in the following circumstances:
 - o The Participant, or their guardian, if applicable, will provide notice as soon as it is reasonably known that the Participant has experienced a significant change in support needs
 - o The Participant may provide 30 days written notice in advance of an "at will" change to their living arrangement, as allowable within their lease or other living arrangement agreement.

Renegotiation of Contract Between the Contractor and the Residential Licensed Provider

- The contract may be renegotiated at any time if mutually agreed up on by both parties.
- If either party wishes to renegotiate their contract, they will notify the other party in writing along with the specific reasons. Reasons to consider, but are not limited to, renegotiation:
 - o Significant support need changes.
 - o Funding changes occur.
 - o Breach of contract by either party that cannot otherwise be remedied.

Other Agreements

Financial agreements must provide the following minimum allowances and comply with K.A.R. 30-63-29. Any rental agreement must follow Kansas Landlord Tenant Law. All agreements must be

overseen by the Residential Licensed Provider.

1. Fees:

- Participant agrees to pay Shared Living Contractor or landlord monthly rent as specified in the lease.
- A Participant may also agree to pay for their share of utilities and food, which can be a monthly fee or a signed, documented, and mutually agreed upon division of expenses and meals.
- A Contractor may also charge a monthly Transportation fee.
- If the Participant has chosen the Contractor to be the Payee, the Residential Licensed Provider and other oversight agencies have the right to review records, including transactions.

2. Pursuant to a Shared Living Contract between the Contractor and the Residential Licensed Provider, the Contractor acknowledges that the Residential Licensed Provider may withhold or offset a partial payment to the Contractor due to a previous overpayment from the Participant to the Contractor.

3. Room and Board agreements can only be changed in accordance with what is written within them. A minimum requirement for change is 90 days written notice to the Participant and the Participant's guardian, if applicable. Room and board agreements must have eviction and appeals rights, unless the Participant is staying temporarily due to an emergency or crisis.

4. Financial agreements end when Shared Living Program agreement ends.

Service Agreement

The Participant and their guardian, if applicable, must agree to be served by the Residential Licensed Provider in their Shared Living Program by signing a Service Agreement. The Service Agreement must do and/or include the following:

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 Participants 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. 30-54-01 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 this manual require approval from KDADS. All exceptions must first be granted in writing by KDADS prior to being executed, be reviewed annually or as directed, and be documented in the contract file.

This Shared Living Program 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.