

Shared Living Service

Answers to Frequently Asked Questions

Q1. What is Shared Living?

A1. Shared Living is a Medicaid waiver service which provides payment for a portion of the total cost of rent, food, and utilities that can be reasonably attributed to a person (roommate) who resides in the same household with an individual.

Q2. Who is eligible for Shared Living?

A2. In order to be eligible for Shared Living, an individual must be 18 years of age or older and enrolled in the Community Living (CL), Family and Individual Supports (FIS) or Building Independence (BI) Waiver. The person selected as the roommate must also be 18 or older.

Q3. Is Shared Living a standalone waiver service?

A3. Shared Living is not a standalone waiver service. To be eligible for Shared Living an individual is required to have another compatible waiver service in addition to Shared Living. To maintain eligibility for the Shared Living service, service interruptions may not exceed 60 days.

Q4. Which services are compatible with Shared Living?

A4. Generally, the following services are considered compatible waiver services: Companion Services (Agency-Directed and Consumer-Directed), Community Coaching, Community Engagement, Group Day Support Services, In-Home Support Services, Personal Assistance Services (Agency-Directed and Consumer-Directed), Group and Individual Supported Employment, Workplace Assistance Services, Independent Living, Skilled Nursing and/or Private Duty Nursing. The CL, FIS and BI Waivers each have a unique set of compatible services; the specific services that an individual is able to access will depend on his waiver type.

Q5. In the Shared Living service, who pays whom?

A5. Federal Medicaid regulations prohibit payment for the covered individual's housing costs, but permit payment for the roommate's housing costs. As a result, reimbursement for the roommate's portion of the room and board is made to the individual. Using a person-centered approach, the individual and the roommate decide how that reimbursement is administered within the household to cover rent, utilities, internet and food, if applicable.

Q6. Can someone utilize Shared Living in a home where the person is not on the lease?

A6. No, in order to use the Shared Living service, the individual must be the primary leaseholder. Alternately, both the individual and roommate may be listed jointly as leaseholders; however, the individual cannot be listed as an occupant on the lease.

Q7. What is the reimbursement for Shared Living?

A7. The reimbursement for Shared Living is up to 50% of the cost of rent and utilities incurred by the individual for the roommate’s portion, and cannot exceed amounts shown in the table below:

Rent/utilities Reimbursement	Rest of State (ROS)	Northern Virginia (NoVA)
<p>Reimbursement for up to 50% of rent & utilities up to the maximum allowance for the ROS and NoVA.</p> <p>Utilities are reimbursed at a flat rate up to \$100 per unit per month. When all utilities are included in the rent payment, they will not be reimbursable under the Shared Living service.</p>	<p>\$553.50 (maximum reimbursement for 50% of rent)</p>	<p>\$729.00 (maximum reimbursement for 50% of rent)</p>

The reimbursement for food and internet services is a flat rate reimbursement determined through a CMS-approved rate methodology equal to the following amounts:

Expense	Monthly Reimbursement Amount
Internet Service	\$25.00 monthly reimbursement
Food	<p>\$240.90 monthly reimbursement</p> <p>Based on USDA Low-Cost Plan for a 19-50 year old male, June 2015. If the live-in roommate receives monthly SNAP benefits, the benefit amount would be deducted from the monthly reimbursement amount.</p>

Q8. Who calculates the reimbursement?

A8. The Service Authorization Consultant calculates the reimbursement amount using information that has been recorded onto the Shared Living Attestation form by the Support Coordinator. The Service Authorization Consultant then enters the information into the Shared Living Calculator, which populates the monthly reimbursement totals for both the provider and the individual (for the roommate’s portion).

Q9. What is the Shared Living Attestation Form?

A9. The Shared Living Attestation form is used by the Support Coordinator to capture key information from the individual’s signed lease agreement that is used to determine the reimbursement amount.

Q10. When is Shared Living officially authorized?

A10. The final step in the service authorization process is when the Service Authorization Consultant uploads the Shared Living Determination form with final reimbursement amounts, to the DBHDS WaMS computer system. Once this information is uploaded, the provider should share the reimbursement information with the individual and the roommate and retain the Shared Living Determination form.

Q11. Can someone receive the maximum amount (\$100.00) for utilities if all utilities are not covered by the rent?

A11. If you receive rental assistance, Shared Living typically does not cover utilities. This is because the rental subsidy program gives you a “utility allowance” to pay as part of your subsidy. If you do NOT receive rental

assistance, Shared Living has a maximum housing reimbursement for the roommate’s portion, which includes rent PLUS utilities. The maximum housing reimbursement is \$729.00/mo. in Northern VA and \$553.50/mo. in the Rest of the State (ROS). Of these maximum amounts, **up to \$100.00** can be applied towards utilities the tenant pays.

Rent (for roommates portion)	Utility allowance	Maximum Reimbursement amount (NOVA)
\$650.00 per month	\$79.00	\$729.00
\$729.00 per month	\$0	\$729.00
\$800.00 per month	\$0	\$729.00

In the example above, if the roommate’s portion of the rent in Northern Virginia is \$650.00/mo., then only \$79.00 can be applied towards utilities, for a maximum housing reimbursement of \$729.00/mo. If the roommate’s portion of the rent is \$729.00/mo., then there will be no utility reimbursement. If the roommate’s portion of the rent is \$800.00/mo., the maximum housing reimbursement will still be \$729.00 for rent and there will be no utility reimbursement.

Q12. What happens if the individual receives Supplemental Security Income (SSI)? Will the reimbursement reduce his/her monthly SSI benefit?

A12. The Shared Living Service falls under CMS’s “Live in Caregiver” provision for waiver services. This provision is outlined in the CMS Waiver Technical Guide and clarifies the circumstances in which payments made to the individual receiving waiver services for the portion of room/board attributable to the live-in caregiver is not considered income. DBHDS received special permission from CMS to expand this guidance. The Social Security Administration was made aware of this guidance via federal memoranda at the initiation of this provision over twenty years ago. If local SSA offices are uninformed about this provision, the individual should contact DBHDS/DMAS for documentation to send to the local constituent unit.

Q13. How are providers reimbursed through the Shared Living service?

A13. Providers should submit hours billed for reimbursement through the normal provider reimbursement process at DMAS. The provider will receive one check that includes their provider fee, plus the reimbursement amount paid to the individual for the roommate’s portion of the reimbursement. The provider will need to cut a check for the roommate’s portion to distribute as agreed upon in advance by the individual and the roommate.

Q14. What documentation is required as part of the Shared Living Service?

A14. Required service documentation includes, weekly checklists, training documentation, the Supports Checklist, the Shared Living Determination Form, and the Shared Living Quarterly Review Template (please see the Shared Living toolkit).

Q15. Are outcomes written for the service on the plan for Shared Living?

A15. Outcomes are not required for this service as the roommate is not paid support staff. The individual and roommate are required to complete weekly support activity checklists and submit them monthly to the provider agency. The checklists document that supports are being provided to the individual as agreed.

Q16. Does the provider complete a Part V for the Shared Living service?

A16. No, the Supports Agreement replaces the Part V. It should be uploaded as an attachment in WaMS as one of the required pieces of documentation to initiate the service authorization process.

Q17. Are quarterly reviews required by the Shared Living provider?

A17. Yes, DBHDS has developed a quarterly review template for the Shared Living provider. The template consists of four questions that assess satisfaction with the service and if anything about the service should be changed. Providers should use this template for face-to-face reviews and retain it as documentation.

Q18. Does the roommate need re-certification in all trainings?

A18. Because the roommate is not a support staff person, the only requirement would be to maintain CPR certification.

Q19. Is the provider liable for the actions of the roommate in Shared Living?

A19. This service is different from many waiver services. The roommate is expected to provide only companionship and fellowship activities, and minimal direct supports (e.g., direct support must be less than 20% of weekly work hours). The individual and the roommate agree upon these activities and supports in advance. The roommate is NOT responsible for the individual and the provider is only responsible for oversight of the service arrangement. The provider and the Support Coordinator have a shared responsibility for service monitoring and both should be up to date with what is occurring in the household to prevent minor issues from becoming unmanageable. Any occurrences reflecting illegal activity would necessitate the involvement of law enforcement and/or the landlord.

Q20. Can a spouse be the individual's roommate in Shared Living?

A20. This is not the intent of the service. Roommates are limited to friends, siblings, cousins, etc. and cannot be the spouse, parent (by blood or otherwise), grandparent or guardian of the individual. The Commonwealth received special permission from CMS to expand the definition of a Shared Living "roommate" to include the specific named relatives above.

Q21. Can the individual utilize Shared Living in the roommate's home?

A21. No. Either the individual is the primary leaseholder or both the individual and roommate are leaseholders. The individual cannot be listed as an occupant on the lease. An individual wishing to live with, and receive services in a provider's own home, may be directed to the Sponsored Residential waiver service.

Q22. Can an individual receive Shared living if he/she is sharing a house with multiple roommates?

A22. Yes, as long as the individual has a lease for his portion of the residence this lease covers only the individual and the roommate who is providing Shared Living services. Other roommates must have their own leases. The residence cannot be owned by a provider or the roommate.

Q23. Can an individual's child live in the apartment?

A23. This is not the intent of the service; at this time the service is not designed to support the child of an individual or a roommate in the unit.

Q24. How can an individual receive help in locating a roommate to participate in Shared Living?

A24. The Shared Living provider can help the individual locate a roommate through a matching process. Roommates may also be recruited from local colleges and universities, agencies that employ direct service providers, and retired service professionals (teachers, nurses, social workers, police officers), etc. Matching is usually facilitated through the ISP process where the individual identifies those traits and characteristics important to him/her and what they desire out of the arrangement.

Q25. How will an individual locate a Shared Living provider?

A25. The Support Coordinator will have primary responsibility for helping the individual locate a provider. Support Coordinators with questions about Shared Living providers available in their local area, or providers interested in providing the service, may contact DBHDS Provider Development at X.

Q26. Is Shared Living a viable, sustainable service option for a waiver provider?

A26. DBHDS has instituted incentives to help support growth of this innovative waiver service. This includes payment for start-up costs to help the individual locate a roommate and arrange training as well as coverage for roommate transitions. Administrative support and funding is also available for providers interested in participating in the service through Flexible Funding and Jump Start. For more general information on becoming a Shared Living provider, please contact the DBHDS Community Resource Consultant at Ronnitta.clements@dbhds.virginia.gov. Please write *Shared Living* in the subject line. For specific information on the Jump Start Program, please e-mail DBHDS at jumpstart@dbhds.virginia.gov.

Q27. Who is listed as tenant or an occupant on the lease?

A27. Individuals who receive the Shared Living service must be a primary tenant on the lease (the leaseholder). Prior to signing the lease, individuals and roommates should discuss and mutually agree on the roommate's role and tenancy. **Tenants** have the right to occupy a dwelling unit AND an obligation to pay the financial obligations under a rental agreement. Roommates who are tenants must pay the full rent and other charges for the unit if the individual is unable to pay for any reason. **Authorized occupants** have the right to occupy a dwelling unit with the landlord's consent, but they have not signed the rental agreement so they do NOT have financial obligations as a tenant under the rental agreement. Tenants are responsible for lease violations committed by authorized occupants. A roommate who is an authorized occupant can be removed from the unit for cause as per the terms of the lease agreement, without affecting the individual's housing status.

Q28. Can an individual use Shared Living if he/she has a rental subsidy?

A28. Yes. However, if the rent subsidy program approves an accommodation for the roommate to be a "live-in aide," the reimbursement is limited to the roommate's portion of food and internet costs because the subsidy formula covers the roommate's rent for the unit and utilities.

Q29. What happens if the roommate consistently spends more than 20% of his/her weekly scheduled time providing supports other than companionship and fellowship?

A29. The intent of the Shared Living service is to approximate a natural supports roommate relationship as much as possible. If the support checklists indicate that the individual consistently requires more ADL/IADL assistance from the roommate than the 20% threshold allows, then the Support Coordinator should discuss with the individual a need for additional paid supports or the appropriateness of another residential service option.

Q30. What if the roommate and the individual do not get along?

A30. Conflict management training is required as part of the service to help the matched individuals negotiate day-to-day issues that arise when people share a living space. Significant conflict between roommates can impact the stability of both of their housing; as they may each have legal obligations depending on their agreed upon tenancy status. Therefore, the Shared Living Provider and the Support Coordinator together, should be involved in shared oversight of the service to address and mitigate disagreements before they become irreconcilable. If there are irreconcilable differences and the roommate must move, the service will cover up to 60 days for the roommate's portion of the rent and the provider's reimbursement in the case of service interruptions/transitions. After 60 days, the individual will be responsible for the full rent and utilities. For more information, please review the flexible funding guidelines for the Shared Living service in the Shared Living Toolkit.

Q31. Who provides back-up supports for the individual when the individual is away?

A31. The family is expected to provide back-up supports. In case-specific situations, paid supports may be increased during this time. The family is not obligated to provide ongoing supports in place of the roommate. The back-up plan must be documented in the supports agreement.