



Providing community-based Mental Health, Intellectual Disabilities and Substance Abuse Services
Serving Counties of Augusta & Highland and the Cities of Staunton & Waynesboro

**MEMORANDUM OF AGREEMENT
BETWEEN VALLEY COMMUNITY SERVICES BOARD
AND**

[Click here to enter text.](#)

This MEMORANDUM OF AGREEMENT (Agreement) covers the provision of relief care to Individuals in the Sponsored Residential Program.

This AGREEMENT is entered into between VALLEY COMMUNITY SERVICES BOARD (VCSB) AND [Click here to enter text.](#) effective 1/1/2017 through 12/31/2017.

Under the provision of this MEMORANDUM, [Click here to enter text.](#) hereinafter called the "Relief Sponsor" agrees:

PHYSICAL/ENVIRONMENTAL REQUIREMENTS:

To maintain the physical conditions of the entire property which includes, but is not limited to, the home, garage all outbuildings, yard, etc. as outlined by all state, city and county regulations.

To ensure the home and furnishings are kept well maintained, safe, clean, dry, and free of foul odors. Floor surfaces and coverings are to promote mobility and maintenance of sanitary conditions. The home is to be free of clutter and dust and all rooms are to be accessible, regardless whether the individual uses the space.

To ensure the home is well ventilated. Windows and doors used for ventilation are to be screened. Temperatures within the home are to be maintained between sixty-five degrees (65°) and eighty degrees (80°) Fahrenheit.

To ensure adequate hot and cold water. Hot water shall maintain a range of one hundred degrees (100°) to one hundred ten degrees (110°). If the temperature exceeds one hundred ten degrees (110°) provisions must be in place to protect the Individual from injury due to scalding and included on the Individual's service plan.

To ensure sufficient lighting within the home, outside entrances, sidewalks and parking areas and in halls and bathrooms at night.

To ensure that garbage disposal, recycling, and composting do not create a breeding place for insects and rodents, nor an eyesore.

To ensure when a bed is soiled that assistance will be provided to the Individual with bathing as needed, changing into clean clothing, and applying fresh bed linen.

Smoking will occur only in designated areas of the home, not in bedrooms, which provide for safety and adequate ventilation to ensure the health and safety of the Individual. If the Individual in the home has any respiratory issues, smoking must occur outside of the home and not in the presence of the Individual.

If firearms are kept in the home, the firearms and ammunition are to be stored in a locked cabinet in a safe, secure area.

To maintain a working telephone in the home that can be used by the Individual if requested and to allow the Individual privacy when using the telephone.

To ensure that all animals owned by the Relief Sponsor that will be in the home have had their rabies shots and that there are records on premises documenting this.

To be familiar with the location of all fire extinguishers and smoke detectors and have knowledge of the evacuation plan.

To be familiar with the locations of operable flashlight or battery lantern for emergency purposes.

To be familiar with the location of the three-day supply of food and water.

To be familiar with the location of the First Aid kit.

To maintain the Sponsor's home free from fire hazards.

TRAINING/DOCUMENTATION:

To have a high school diploma or equivalent.

To participate in and successfully complete within the required guidelines the following required training programs, which are provided through VCSB: Medicaid Waiver Training, Medication Administration, TOVA, First Aid, CPR, Human Rights, Universal Precautions/Infection Control and False Claims. Documentation of these trainings from other agencies may be accepted, however; if TOVA has been taken elsewhere, the Sponsor must meet with the Staff Development Specialist to review. The Relief Sponsor will attend any other training as required/requested by the program.

If you are required to take a Medication Refresher course due to accumulating more than 10 points due to errors within one year (based on VCSB policy), VCSB will pay for the first class. However, the Relief Sponsor will be responsible for any subsequent required classes due to unsatisfactory performance.

To sign a sworn disclosure statement and submit to a criminal history background check.

To complete in a timely manner, thorough and accurate documentation using acceptable grammar and spelling.

To complete thorough, accurate and signed Progress Notes within 24 hours of the date of the service provided

To submit completed Progress Notes via email within 24 hours of the date of the service provided, excluding weekends, holidays and prearranged approval due to vacations, etc. (applies if relief has access to the VCSB email account).

To respond to all paperwork requests from the Sponsored Residential Program within 48 hours, excluding weekends and holidays.

To respond to phone calls from the Sponsored Residential Program on weekdays, the same day but within no more than 24 hours, excluding weekends and holidays.

To respond to all emails from the Sponsored Residential Program on weekdays, within 24 hours, excluding weekends and holidays.

TRANSPORTATION/OTHER RESPONSIBILITIES:

To provide and arrange for appropriate transportation, including the use of seatbelts, for the Individual to all professional, medical, dental, therapeutic, recreational, social activities, and day support activities as necessary and/or requested by the Individual.

To provide in a timely manner verification of automobile liability insurance, DMV registration and state inspection on all vehicles used to transport the Individual and to maintain an acceptable driving record, meaning 0 or more points.

To ensure that the necessary level of supervision for the Individual is provided at all times by the Relief Sponsor that is over the age of eighteen (18) and fully trained as required by the Sponsored Residential Program. That in order to ensure the health and safety of the Individual, the number of children allowed to be supervised by the Relief Sponsor while the Relief Sponsor is caring for the Individual will be determined on a case-by-case basis.

To ensure that should a Relief Sponsor choose to drink, either in the home or in the community, that sobriety is maintained and/or that another approved Sponsor/Relief Sponsor is present to ensure the safety of the Individual.

To ensure the Individual is provided opportunities to participate in household recreation and responsibilities, and in community religious, social, and educational activities and events as appropriate to meet the Individual's needs, interests and desires.

To ensure that the Individual has opportunities to be integrated and develop relationships with natural supports in the community (non-disabled, non-paid people).

To respect the confidentiality of information concerning the Individual and VCSB and share this information only with appropriate persons specifically authorized by written release of the Individual or VCSB. This includes information shared via any venue including but not limited to: social media, text, email, in writing, and in person communication. Any contact with the news media in reference to the Individual must be pre-approved by the VCSB Executive Director and must be in conformity with confidentiality guidelines.

To treat the Individual with dignity and respect at all times, adhering to State and VCSB Human Rights policies and procedures.

To assist the Individual to maximize the quality of their life, to significantly reduce or eliminate any need for using maladaptive behaviors, and agree to address any problems with the behaviors of the Individual with techniques and procedures approved by VCSB.

To verbally notify, and follow up with a written statement, to VCSB Sponsored Residential Program as soon as possible if you are unable or unwilling to continue as a Sponsored Residential Relief Sponsor.

To become familiar with the goals and objectives written in the Individual's Plan of Supports and to maintain on-going documentation of the Individual's participation and progress in the absence of the Sponsor.

To submit to the Sponsor receipts and a financial summary of the use of the Individual's personal funds during the absence of the Sponsor.

REPORTING/REGULATIONS:

To report immediately to the Program any incidents such as, but not limited to, falls, illnesses, medication errors, unscheduled trips to a medical professional or behavioral incidents, etc. involving the Individual and to follow through with any requested documentation. If the incident created a possible exposure to HIV/HepB, testing will be provided at the expense of VCSB.

To prohibit the use of or presence of illegal substances in the dwelling or other environment under Relief Sponsor's control and Relief Sponsor further agrees that no one under the age of twenty-one (21) years will be permitted to use alcoholic beverages in those locations.

To notify the Program Supervisor of any car accidents, speeding or other violation tickets, regardless if the consumer is in the vehicle at the time of the incident.

To submit to a post motor vehicle accident drug screen test, at the expense of VCSB.

To notify the Program Supervisor when the Relief Sponsor is involved in any legal issues that would impact the Individual in any way.

To understand that as Relief Sponsors, you are mandated reporters and must report any possible abuse, neglect, mistreatment and/or exploitation of the Individual in your care to the program and the Department of Social Services.

To be available for visits to the home by VCSB Staff, including unscheduled visits, during the absence of the Sponsor.

To be available for visits by the Department of Behavioral Health and Developmental Services Licensing Specialist, the Local Human Rights Advocate, Department of Social Services personnel and/or VCSB Quality Management staff.

To dispense medications in accordance with all applicable State and Federal laws for Medication Management for Medication Aides as set forth by Department of Behavioral Health and Developmental Services.

MEDICAL/HEALTH and SAFETY:

To provide a statement of certification by a physician indicating the absence of TB.

The Relief Sponsor will submit to a pre-employment drug screening, provided at the expense of VCSB. The Human Resources Department will assist the Relief Sponsor in this process.

To submit to random drug/alcohol testing at the Relief Sponsor's expense in accordance with VCSB's policy to assure a drug free environment.

To submit results of physical and/or mental examination at the request of VCSB to assure ability to care for Individual and provide relief supports to the Sponsor.

To be responsible for ensuring the provision of three balanced nutritional meals a day and snacks as desired by the Individual. When the Relief Sponsor and Individual are out in the community and eat out, it is the responsibility of the Sponsor to provide money for the meal or to reimburse the Relief Sponsor, unless the meal chosen by the Individual would be considered extravagant.

To ensure the Individual receives special diets as may be prescribed by their physician or in accordance with their religious or ethnic traditions or other specialized requests that may reflect their food preferences.

To accompany the Individual to professional and medical appointments and meetings, whether scheduled or emergency, and provide documentation of such visits to the Sponsor and the Program.

MISCELLANEOUS:

To assume liability from and indemnify and hold harmless VCSB, its Director, employees, volunteers, agents, Sponsors and all elected or appointed officials, for injuries befalling persons participating in the Sponsored Residential Program while on the Sponsor's property or while traveling in the Sponsor or Relief Sponsor's vehicle, or any other time while in the Relief Sponsor's care or under their supervision; and that the Relief Sponsor hereby assumes the risk from and indemnifies and holds the forgoing parties harmless with respect to any injuries and/or damages befalling the Relief Sponsor, or any other member of the Relief Sponsor's family, or the Relief Sponsor's property occurring as a result of any act or omission of the Individual(s) placed

in the Sponsor's home pursuant to this agreement. Such indemnity shall extend to attorney fees and costs, if any, incurred by VCSB or Individual in connection with or arising out of any indemnified claim.

In the event of an emergency on the part of the Relief Sponsor, continue to provide relief services to the Individual in the Sponsor's home until the Program is able to arrange other coverage.

That financial compensation is solely between the Sponsor and Relief Sponsor

Under the provision of this MEMORANDUM, VCSB agrees:

To provide the services purchased by the Individual according to the regulations and guidelines established by DBHDS, DMAS, and Human Rights.

To assess the Individual, and the Relief Sponsor to assure, to the best of their ability, that the Relief Sponsor can meet the needs of the Individual.

To provide a Community Living Specialist for consultation, support, and assistance with assurance of compliance with all regulatory requirements.

To provide training in Medicaid Waiver, Medication Management for Medication Aides, TOVA, First Aid, CPR, Human Rights, Universal Precautions/Infection Control and False Claims and any other trainings required to meet either needs of the Individual or agency/licensure requirements.

To share with the Relief Sponsor relevant information about the Individual to assure appropriate service delivery and support.

To support, as needed, the Relief Sponsor with the completion of the documentation of service delivery while the Individual is in their care.

To provide support and assistance as needed, regarding any medical and/or behavioral issues and concerns that may arise.

To provide telephone support twenty-four (24) hours a day in the event of emergencies.

To respond to all paperwork requests from the Relief Sponsor within 48 hours, excluding weekends and holidays.

To respond to non-emergency phone calls received from the Relief Sponsor on weekdays, the same day but within no more than 24 hours, excluding weekends and holidays.

To respond to all emails from the Relief Sponsor, within 24 hours, excluding weekends and holidays.

To obtain a DMV driving record annually for all operators of vehicles transporting the Individual. Sponsors must have a driving record with 0 or more points.

SIGNATURES OF AGREEMENT

Relief Sponsor

Date

Sponsored Residential Services Supervisor

Date

Residential Services Manager

Date

Director of Developmental Services

Date

SAMPLE