

## **Caring Committee of \_\_\_\_\_**

This document describes the conditions for the creation and membership of my Caring Committee, (the “Committee”). The purpose of the Committee will be to advise me, or if I am incapacitated, my Health Care Agent appointed under my Health Care Proxy (my “Agent”), and the Trustee of the \_\_\_\_\_ Trust, on the level of medical, nursing, rehabilitative, and comfort care that best provides for my well-being and comfort.

Although this document may not be legally binding, it is my hope that my friends, relatives, designated agents and fiduciaries and all others involved with my care will feel morally bound to follow its mandate. The intent in establishing this Committee is to provide support for me and for others who must make decisions on my behalf regarding my care.

### **1. Caring Committee Creation and Membership**

The Committee will begin to function upon my written request or if I am incapacitated upon the written request of my Agent. The Committee will be composed of friends and family that know me well, a licensed social worker, and myself. Upon my incapacity the Committee must always include at least two members, one of whom must be a licensed social worker and one of whom shall be my Agent. From time to time, the Committee may hire a legal or financial advisor for professional advice. The Committee will consult with my physicians and with other friends and family, as necessary. For purposes of this agreement, my Agent shall determine whether I am incapacitated.

In addition to myself, I would like to have the following people serve on the Committee: \_\_\_\_\_, who are designated Committee members and know me well, myself, and a licensed social worker/care manager selected by myself, or if I am incapacitated, by my Agent. The social worker must have professional experience advocating for disabled and elderly clients. I would like to have \_\_\_\_\_, of \_\_\_\_\_ serve as a legal advisor. I also would like \_\_\_\_\_, my \_\_\_\_\_; and \_\_\_\_\_ to serve as consultants to the Committee as deemed necessary by the Committee.

Committee expenses will be paid by me, or if I am incapacitated, by the trustees of the \_\_\_\_\_ Revocable Trust or by my attorney-in fact pursuant to my durable power of attorney.

Any Committee member named herein shall be entitled to reasonable compensation for his or her services as determined by me, or if I am incapacitated, by the Trustees of the \_\_\_\_\_ Revocable Trust or by my attorney-in fact pursuant to my durable power of attorney. In addition, each Committee member shall be entitled to reimbursement for any expenses reasonably incurred in his or her role as a Committee member.

At any time I may remove Committee members and appoint additional or successor members. If I am incapacitated, Committee members can be removed and successor members appointed by \_\_\_\_\_, and if she is not living and legally competent, by \_\_\_\_\_.

## **2. Caring Committee Responsibilities**

I, or upon my incapacity, my Agent will be responsible for scheduling Committee meetings. Upon my becoming incapacitated, the Committee will meet at least annually or more frequently as determined by the Committee members. Committee members that do not reside locally, can confer remotely by phone and/or computer and should be consulted on all matters.

The Committee shall propose a care plan that specifies the resources needed to provide for my comfort and well-being at home or in the most home-like independent setting which is appropriate. This plan may include medical, nursing, rehabilitative, resource management, or comfort care in addition to the care requested by my physicians. Section 3 below describes my wishes regarding my desired level of care which should be considered in developing my care plan. If the Committee cannot reach consensus on any decision related to my care I, or if I am incapacitated, my Agent in **his/ her** sole discretion will make the ultimate decision on behalf of the Committee.

The Committee will provide the proposed care plan in writing to the Trustees of the \_\_\_\_\_ Revocable Trust or to my attorney-in-fact for financial review. If the Trustees or my attorney-in-fact find that there are financial constraints that would impact the proposed level of care, these constraints will be shared with the Committee so that the Committee can develop a financially viable alternative plan.

The licensed social worker or care manager will review the care plan on at least a quarter-annual basis. The licensed social worker or care manager will compare the actual care I am receiving with that in the current care plan. The Committee's review will consider the plan's effectiveness and the Committee's satisfaction with the care provided. The Committee will consider adjusting the care and updating the care plan as needed.

The Committee will delegate any tasks related to my care plan among the Committee members and if necessary identify professionals who should be retained to assist with my care.

The Committee will terminate upon my death.

## **3. Level of Care**

In developing a care plan; I would like the Committee to consider the following:

- (a) My goal is to maintain my independence, social connections with family and friends and current quality of life as long as possible. As long as I am able, I wish to participate to the extent possible in making decisions about my care and the proposed use of my resources.

- (b) My preference is to remain in a home **that I own** as long as this is feasible, taking into account both safety and my desire to remain independent. If this preference changes, I will notify the Caring Committee in writing of my desire for a different living situation, and the reasons for it.
- (c) My preference is to retain my current physicians. If I must change physicians due to a requirement over which I have no control, I wish to have my current physicians recommend the best suited physicians among those available to me. In addition, I wish to have periodic consultations with my attending physicians.
- (d) If my condition is such that my best interest will be served by placing me in the care of an assisted living, nursing home or other residential facility, the Committee shall make every effort to select a facility that offers the highest quality of care, comfortable surroundings, allows patients to utilize privately hired personnel, and is accessible to friends. To the best of my ability, I will participate in the selection of the facility.
- (e) Whether at home, in a hospital, in a rehabilitation facility, in a residential facility, or hospice, if I cannot monitor the care myself, the care plan should provide for a care manager who will monitor my care at least weekly and will coordinate any privately hired personnel and services. I also would like a member of the Committee or a friend designated by the Committee to visit me each week and to report any perceived care issues to the Committee. The care manager will provide weekly oral reports to me or to my Agent if I am incapacitated and will provide oral and written progress reports to the Committee and Trustees at least monthly.
- (f) The care plan will recommend the resources needed to provide for my comfort and well-being. At home, these resources may include nurses, caregivers, companions, medical equipment, transportation, and modifications to my home. At other facilities, these resources may include additional privately hired personnel and services if they would enhance my comfort and well-being.

#### **4. My Incapacity**

I shall be deemed to be incapacitated during any period when, in the opinion of my Agent, I am not able, because of illness, injury or any other cause, to manage my care or make health care decisions for myself.

I shall also be deemed to be incapacitated upon the determination by a court of competent jurisdiction that I am incapacitated or otherwise legally unable to manage my care or make health care decisions for myself.

Upon recovery of capacity, I shall resume the right to exercise the powers reserved to me under the terms of this agreement. My capacity shall be deemed to have been recovered when in the judgment of my Agent, my capacity has been recovered or restored. Restoration of capacity may also be determined by a court of competent jurisdiction.

**5. Liability and Confidentiality**

The Committee members agree to hold all communications and information discussed by the Committee in total confidence, except as authorized and directed by me or if I am incapacitated by my Agent. Members of the Committee who act in good faith shall not incur any liability for their actions to me or to my estate.

Dated: \_\_\_\_\_, 2017 \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss. \_\_\_\_\_, 2017

Then personally appeared before me the above-named \_\_\_\_\_ and proved to me through satisfactory evidence, which was \_\_\_\_\_, to be the person who signed the foregoing Caring Committee instrument in my presence, and acknowledged to me that (s)he signed it willingly and for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

The undersigned acknowledges the receipt of the Caring Committee of \_\_\_\_\_, and will accept appointment as a member of this Caring Committee.

Date: \_\_\_\_\_