

Live-in Caregiver Guide

Information for people with developmental disabilities and their loved ones on utilizing
live-in supports



Presented by The Arc of Northern Virginia
2755 Hartland Rd., Suite 200
Falls Church, VA 22043
www.thearcofnova.org
(703) 208-1119
Updated May 2021

This guide is made possible thanks to a grant from the Arlington Community Foundation



Table of Contents

Using this Guide	5
The Nuts and Bolts of Live-in Caregiver Services	6
1. What does it mean to have a live-in caregiver?	6
2. Is a live-in caregiver the same as a live-in aide?	6
3. How do I pay the live-in caregiver?.....	6
4. Would I become a landlord, employer, or both?.....	7
Is a Live-In Caregiver a Good Choice for You?	8
1. Making a list of pros and cons	8
2. Benefits of a live-in caregiver.....	8
3. Cons of having a live-in caregiver	9
4. Alternatives to live-in caregivers for your own home or apartment.....	10
5. Other residential options	12
Planning for a Live-In Caregiver	13
1. A timeline for putting a live-in caregiver in place	13
2. Getting a sense of the workload involved with using a live-in caregiver	13
Understanding Reasonable Accommodations and the Rules Surrounding Them.....	16
1. What is a reasonable accommodation in housing and how does it apply to live-in caregivers? ...	16
2. Meeting the criteria for a live-in accommodation.....	17
3. When do you request live-in assistance as a reasonable accommodation?	18
4. How do you request a reasonable accommodation for a live-in caregiver?	19
5. Who can request the reasonable accommodation?.....	19
6. Can a request for a live-in caregiver be denied?	19
Who to Hire and How to Hire: Finding the Right Person for the Job.....	21
1. What are the advantages of directly employing a caregiver?	21
2. Is directly hiring someone the same as Waiver “consumer directed” services?.....	21
3. Do I need a Waiver to use consumer directed services?	21
4. What are the advantages of agency directed services?	22
5. What if I want consumer and agency directed care?	22
6. Will the live-in caregiver have another job?	22
7. Who can be a live-in caregiver?.....	22

8. Conducting a background check	23
9. Finding your live-in caregiver	23
10. What should ads for a live-in caregiver say?	24
11. A sample ad.....	25
12. Follow up contacts and interviews	26
13. Reality Check.....	28
14. Sample live-in agreement	29
15. Hiring and training	29
16. Lease addendum.....	29
You Are the Employer	30
1. Fair exchange of work for lodging.....	30
2. Recordkeeping requirements	32
3. The value of timesheets.....	32
4. Benefits to the live-in caregiver	33
5. Taxes, Medicare, Workers Compensation, and Liability Insurance	33
6. Fair Labor Standards Act and Department of Labor	34
7. The Companionship Services Exemption, or 20% Rule.....	34
8. Live-In Domestic Service Employee Exemption	36
9. This seems like a lot of work! Who will help me?.....	36
Communication and Troubleshooting	38
1. Warding off problems	38
2. Recognizing great work.....	38
3. Handling poor performance or one-time issues.....	39
4. Terminating live-in staff.....	40
5. Plan to Keep Working	40
A Plan for Long Term Durability.....	41
1. Write down advice to pass along.....	41
2. Communicating with your network	41
3. Handing off bits of your job	41
4. Back up caregivers	42
5. Hired advocates	42

6. The grass is not always greener 42
Appendix A: Sample Live-In Caregiver Agreement 43
Appendix B: Live-In Aide Lease Addendum 64

Using this Guide

This guide was created by The Arc of Northern Virginia, thanks to a generous grant from the Arlington Community Foundation. The information is all true and correct to the best of our knowledge as of May 2021 when the guide was updated. See the cover for updated publishing dates to ensure you have the most recent version.

This guide is meant to help you explore the idea of having a live-in caregiver, and determine how to proceed if a live-in aide will meet your needs. While individuals with developmental disabilities are increasingly relying on live-in caregivers, this is still a relatively new phenomenon. So many have questions about the work involved and the nature of the relationship between the resident with a disability and the live-in caregiver. It is our goal to help families understand the issues and make this task more manageable.

If you are just learning about live-in caregivers, the information in this guide may seem overwhelming at first. Keep in mind that anytime you look at a new way of doing something, it can seem daunting. The guide is broken into small sections, so you may decide to read one section at a time as it applies to you. Skip entire sections if they are not relevant to your needs. This is more of a manual than a story, so you may not read it as a linear start to finish product, and that is okay!

Cover your guide with notes, questions, and thoughts and refer back to it later. You do not have to tackle this all in a day, and the sooner you begin thinking about this idea, the longer you will have to weigh the options and decide if it is a good fit. This approach will not work for everyone, but it is key to some people's success.

When the guide refers to "you," we mean the person with the developmental disability. If you have a family member, friend, or someone else helping you manage this process, "you" may apply to them as well. The only time "you" strictly means only the person with a disability is when we talk about home ownership. So when we say, "If you own a home," we mean if the person with a disability owns the home. If someone else owns the house (e.g., parent) the situation will be different.

There is a companion to this guide, the Live in Caregiver Guide for Caregivers, directed at live-in caregivers. It is a shorter, simpler version of this guide to help them understand their rights and obligations. You can find it at <https://thearcofnova.org/programs/transition/finding-home-adults-disabilities/housing-toolkit/>. We suggest you share a copy with your caregiver.

The Nuts and Bolts of Live-in Caregiver Services

1. What does it mean to have a live-in caregiver?

A live-in caregiver resides with an adult with a disability and provides daily care and support as needed to enable an adult with a disability to live in his/her own home. The home of the individual with a disability is essentially the live-in caregiver's primary, full-time residence.

Live-in caregivers perform many kinds of tasks for people with disabilities, such as:

- personal care (e.g., assistance with bathing, dressing, grooming, toileting, eating, etc.)
- assistance with independent living activities (e.g., shopping, meal preparation, laundry, housecleaning, making and getting to appointments, reviewing mail, answering callers at the door or on the phone)
- companionship (e.g., keeping a person company, encouraging participation in recreation and social activities, and watching over the person)
- health related services (e.g., diabetes monitoring, medication administration, tube feeding, injections and other medically related activities that nurses or doctors are not required to perform)

The live-in caregiver can be the sole caregiver for someone with a low level of need who simply requires some companionship or for someone who has a higher level of need and relies on one staff person for the bulk of that support. Alternately, the live-in caregiver can be part of a team, with other visiting caregivers and/or nursing staff, therapists or professionals brought in to complement the live-in's services.

2. Is a live-in caregiver the same as a live-in aide?

In short, yes. Live-in aide, live-in staff, live-in caregiver and live-in are interchangeable terms that have similar meanings. We will use these terms throughout the guide. "Live-in aide" is the term used by the U.S. Department of Housing & Urban Development's Housing Choice Voucher program for live-in caregivers provided through a reasonable accommodation, or a change to the policies or rules that enable an individual with a disability to access and use the program. When you get to Section "What is a reasonable accommodation in housing and how does it apply to live-in caregivers?", you will read about that in more detail.

3. How do I pay the live-in caregiver?

The answer to this question depends on who hired the caregiver and what work they are performing. Some live-in caregivers are paid for their work hours using a Medicaid Waiver-funded service such as personal assistance or companion services. Other live-in caregivers are paid privately for their work hours.

Usually a live-in caregiver does not pay rent. The individual with a disability (or family/guardian) may pay the rent, or a rent subsidy may pay a portion or the full amount of the rent. In some cases, the actual cost or value of the housing an individual provides to a live-in personal assistance caregiver can be deducted from the wages the individual owes the caregiver (see Section “Fair exchange of work for lodging”). In other cases, an individual who needs minimal supports such as monitoring and socializing may be exempt from paying minimum wage and overtime and can negotiate live-in companion care in exchange for free lodging (see Section “The Companionship Services Exemption, or 20% Rule”).

4. Would I become a landlord, employer, or both?

Having a live-in caregiver has ramifications for your housing situation and your status as an employer. In terms of housing, it means you will share personal space with someone. If you are using a live-in caregiver in a home you own, you are their landlord. If you are using a live-in aide in housing funded by a voucher or other subsidy, the landlord is the person from whom you are renting. Whether you are the lessor (owner) or the lessee (renter), you should have a rental agreement that defines the live-in as an authorized occupant whose ability to remain in the residence is contingent upon providing supports to a tenant/occupant with a disability. As a result, the live-in does not have the same tenancy rights as a leaseholder (renter).

If you are involved in recruiting, hiring, training, managing, paying and/or firing your live-in caregiver/aide, you are likely an employer. This guide will go into more detail later about your responsibilities, since they vary widely based upon whether you are a sole or joint employer, if you are using the live-in caregiver for just minimal companionship or a wider range of supports, and what type of assistance you need. For now, it is important to understand that being an employer of a live-in caregiver involves work, recordkeeping, and ensuring you follow all relevant laws.

Is a Live-In Caregiver a Good Choice for You?

1. Making a list of pros and cons

Deciding to hire and use a live-in caregiver is a significant life decision. After all, it feels very different to have an apartment all to yourself than it does to share that home with someone else, especially someone you may not know very well. Never make a decision this important because you are in a rush to move or this idea makes the move seem more feasible. There is a lot of work involved.

Sit down and list the reasons why having a live-in caregiver would be a good fit, and why it may not be ideal. Take time with people who know you best to evaluate your list and determine what the best choice is for you.

2. Benefits of a live-in caregiver

Many people with disabilities use a live-in aide. Here are some of the great things about this decision you may want to consider.

- A. Live-in caregivers can be there overnight (asleep) as an extra set of eyes and ears to help respond in an emergency.
- B. If you are almost always safe overnight, but have occasional needs or concerns (e.g., when sick), a live-in staff person means you may not have to hire additional staff for that rare occurrence. A caregiver may not be approved solely for this purpose, but it is something to consider as a possible benefit if you otherwise qualify.
- C. Live-in aides can work in tandem with other drop-in staff or natural supports so you have a range of support options.
- D. Live-in caregivers do not have commutes and cannot get delayed due to bad weather.
- E. Live-in caregivers are often in the home outside of the hours they are required to work. This routine contact can lead to informal socializing and friendships, as well as availability in the event of an emergency.
- F. Live-in staff will be buying their groceries, paying bills, and fulfilling other adult obligations in the home which can serve as natural peer mentoring and teaching moments.
- G. People who need mostly companion style support on a daily basis may be able to secure it by simply making lodging such as a bedroom and shared living space available at no cost to the live-in caregiver (e.g., the rent could be covered by a live-in aide accommodation using the voucher, if you have one). See Section "The Companionship Services Exemption, or 20% Rule" for more information. For people with limited, yet essential caregiving needs who do not have a Medicaid Waiver to pay for services, this is of great interest.

- H. Since live-in caregivers may have very part-time schedules based upon the needs of the person with a disability, this opportunity is sometimes attractive to college students or young professionals in the field of special education, social work, or other professions who are not typically interested in hourly Medicaid pay rates for drop-in support.
- I. If you already own or have use of a home or apartment (e.g., a home you have purchased or that has been given to you), a live-in aide could be a logical way to leverage that housing opportunity for some support services while allowing you to live in the home as well.

3. Cons of having a live-in caregiver

It is just as important to weigh the work and concerns related to having a live-in caregiver as it to see the benefits. Here are some points to evaluate when deciding if a live-in aide is the best fit for you.

- A. Live-in caregivers require a lot of work to recruit, hire, and train. You may need someone to help you with this work up front, and with the ongoing work on managing a live-in staff person.
- B. You will still need back up supports available so a live-in aide can take a vacation, have a sick day, or go out of town.
- C. Live-in caregivers cannot work 24 hours a day, 7 days a week for no compensation other than free rent. If you have high support needs, you will need to ensure you have other means of bringing in support staff.

A Word of Caution:

A number of families in the Northern Virginia area jumped at the chance to use live-in aides when housing vouchers became available because they did not have a Medicaid Waiver, so this seemed to be a magical solution to getting housing and staff all at once. It isn't nearly so simple. The additional rent subsidy for the live-in aide's housing can leverage no more than companionship services as described in the Department of Labor's Home Care Rule under the "Companionship Exemption." Individuals who require services beyond companionship such as personal care, home health, independent living skills training, etc. must find another way to pay for these services or have a family member or friend offer those additional supports for free.

- D. Live-in aides will be living in your home, sharing your personal space, and making it their home, too. If you are very particular about the way you like your home, are very private, or are easily disturbed, you may not want someone living with you.
- E. Live-in caregivers make mistakes, both big and small. You will need to be comfortable resolving disputes deciding what your tolerance is for mistakes, and be prepared to either offer support and training, or to terminate the aide and find a replacement if needed.
- F. If live-in staff are listed as authorized occupants on the lease and do not have legal tenancy rights, they must move out when they no longer serve as a live-in caregivers (e.g., if they are fired or the tenant with a disability vacates the unit, dies, etc.). However, it is possible a live-in caregiver would resist moving and you would need to get the police or other authorities involved in removing him/her from the unit if you part ways under negative circumstances.
- G. Being a live-in aide is a hard commitment to truly understand for someone who has not done it before. To ensure you have someone well prepared to take on this responsibility, use this guide to thoroughly evaluate if they are the right person (Section “Who to Hire and How to Hire: Finding the Right Person for the Job”) and give a copy of the companion guide, Live in Caregiver Guide for Caregivers, to the aide to help them come to the right decision as well.
- H. Keep in mind that if you have a rent subsidy (e.g., a Housing Choice Voucher or State Rental Assistance) and you receive a higher subsidy to cover an extra bedroom for your live-in aide, but you later decide you are better supported without a live-in aide, you may either: (1) have to pay the difference between the lower and higher subsidy or (2) move to a new unit, since your subsidy will be reduced to an amount appropriate for a unit with one less bedroom. Of course, if you own a home yourself and you are not using a voucher or other housing assistance, this does not apply.

4. Alternatives to live-in caregivers for your own home or apartment

Before you decide if a live-in aide is the best fit for you, you should also consider the other options available to support you in your own home or apartment. You can pay for these supports using a Medicaid Waiver, or private pay, or a combination of both if the Waiver does not provide you the full range of supports you feel you need (though you should raise that concern with your support team before moving to private pay). To learn more about Medicaid Waivers, visit <https://thearcofnova.org/programs-services/library/#waivers> and watch recorded webinars at <https://www.youtube.com/user/VideosatTheArcofNoVA>

Medicaid Waivers allow certain services to be “consumer directed,” meaning you and your support team select and train staff paid for by Medicaid. Alternatively, you could use “agency directed” services, where you select an agency that will train and send staff to your home. To

learn more about the consumer directed process, see The Arc of Northern Virginia's Consumer Directed Attendant Guide at <https://thearcofnova.org/programs-services/library/#c-d-s>.

The services below with an asterisk (*) following their title could be used in combination with a live-in caregiver, to offer additional supports as needed. For example, you could have the benefit of a live-in caregiver for overnights and mornings, a personal care attendant for after work, an in-home support provider to help build skills on the weekends, and some electronic home-based monitoring to assist in the hours you may be home alone.

Note that these terms follow Waiver definitions, but you could also privately hire and train someone to perform the same jobs and functions.

- A. **Personal Assistance Services***- The Waiver can pay for care attendants on an hourly basis to come to your home for as many hours a day as you are determined to need for the DD Waivers, or with a cap of 56 hours a week of personal care for the CCC+ Waiver. Some people use this service 24 hours a day if they require awake overnight staff, but most individuals use this for before/after work hours and on the weekends.
- B. **In-home Supports***- DD Waivers can fund a service called "in-home supports," which includes a focus on skill building and reaching certain goals in addition to the direct provision of care. Like most Waiver services, you should work with your support team to determine how many hours of this service you would need and to get those hours authorized.
- C. **Companion Services***- The DD Waivers fund companion services up to 8 hours a day, based on need. The companion's job is to provide fellowship and oversight for safety.
- D. **Respite Services***- All Waiver users have access to 480 annual hours of respite care they can use as needed to augment their regular weekly care hours as needed. This may be beneficial if you are considering a live-in aide only because there are rare occasions when your regular care hours are not adequate. You have access to respite services even if you do not have an unpaid caregiver (e.g., parent) routinely helping you.
- E. **Personal Emergency Response System (PERS) and Medication Monitoring***- All of the Waivers fund the PERS system, which allows the person with a disability to simply push a button if they feel they need to be connected to emergency services. The 911 operator will automatically receive background information on the individual and their needs, and will then dispatch supports. The system can be used in combination with a medication monitoring tool that provides prompts to take daily medications.
- F. **Electronic Home-Based Supports***- The DD Waivers offer this service, which can provide electronic technologies in the home to increase independence and safety. Examples include adjustments to stove tops so they automatically shut off after use, chimes to alert people when windows and doors have been left opened, and bedside switches to allow you to see who is ringing the doorbell and to grant access to the home.

5. Other residential options

As you explore whether a live-in caregiver is right for your situation, you may want to explore other residential programs that are funded with private funds or a combination of Medicaid Waivers and income. To get a broad sense of the range of residential options available, visit <https://thearcofnova.org/programs/transition/finding-home-adults-disabilities/> to see The Arc of Northern Virginia's Transition POINTS Housing Guide. The list below will give you a sense of options commonly utilized under the Medicaid DD Waivers. Talk to your Support Coordinator about the viability of these options for you. Explore everything and think about what will work now and in the long-term to suit your needs.

- A. **Sponsored Residential Services-** This services typically involves a person with a disability moving into the home of a family caregiver that is trained and approved by a Sponsored Residential agency.
- B. **Group Homes-** Group homes are licensed residential programs that usually have 3-7 unrelated people with disabilities who did not previously know each other living together. Staff comes into the home around the clock on shifts.
- C. **Supported Living-** In this situation, a service provider licenses a home setting for no more than 3 people with disabilities. Staff drop in on a set schedule and as needed to offer supports.
- D. **Shared Living-** This new DD Waiver service may become available later in 2018. Shared living reimburses an individual with a developmental disability for a portion of his/her roommate's housing, food and Internet expenses. The roommate provides fellowship, protection and minimal assistance with direct care. An agency responsible assists the individual with identifying potential roommates, checks in with the individual, and provides the reimbursement.

Planning for a Live-In Caregiver

1. A timeline for putting a live-in caregiver in place

If you already have a home that has a spare bedroom, you can start thinking about having a live-in caregiver at any time. The sooner you start working through the idea, the sooner you will know if it is worth exploring and if your current housing situation is sustainable. Plan to take at least six months to explore the idea, learn how to make it work, and to find, hire, train, and move in a live-in caregiver. It can certainly go faster if you can give it a lot of time and have people to help you, but it may go slower if you have trouble finding the right match.

If you are using a rent subsidy, ask for a reasonable accommodation for the live-in aide before your voucher is issued (see the next section). That way, you do not have to wait for the voucher to be reissued at a different subsidy amount before you can search for a suitable home.

If you are applying for a rent assistance program that does not currently have a waitlist, make sure you have identified your live-in aide before you apply for the program. The live-in aide must verify he or she meets the public housing agency's requirements for the position (e.g., is not a parent/spouse, is providing essential care and supports, is maintaining separate finances); has the required documentation (e.g., proof of citizenship/legal residency, social security card, photo identification); and can comply with a background check that rules out people with a range of barrier crimes. These documents need to be produced quickly, so you will want to find someone who is ready, willing, and able to do that.

If you are applying for a rent assistance program that currently has a waitlist, it can be particularly challenging to plan for a live-in aide, because you do not know when you will receive a housing subsidy. However, if there is a personal care attendant or someone else you already know who you think would be a good live-in caregiver, broach the subject with them to see if they would consider it if the opportunity arose. When your name comes up on the waitlist and you are contacted to apply for rent assistance, request the accommodation and immediately start exploring options for live-in aides, if you intend to use one in your new housing situation. Look for someone who can quickly deliver the required documentation the public housing agency will need to formally approve him/her as a live-in aide (e.g., identification, proof of eligibility to work in the United States, information for background check).

2. Getting a sense of the workload involved with using a live-in caregiver

Using a live-in caregiver can be a lot of work for you and/or your support team. Some of the major tasks listed below will give you an idea of what is involved. After each task, a section of this Guide or other resources are referenced for more information.

Finding and maintaining support of any kind takes a lot of effort in the beginning. Over time, it generally becomes more comfortable and easier to do. However, you and/or your team must always be ready to jump in and do the work needed to prevent you from losing your housing or supports.

Upfront Tasks

- Decide if a live-in caregiver is right for you (Section “Is a Live-In Caregiver a Good Choice for You?” discusses this).
- Talk with your Support Coordinator, if you have one, and your support team on how a live-in caregiver may work. Decide whether you will:
 - a) Engage an agency to hire a caregiver for you
 - b) Use consumer-directed Medicaid Waiver services to select and train your own caregiver (the caregiver is employed by both you and PPL, the fiscal intermediary for the Medicaid Waiver program)
 - c) Directly employ a caregiver whom you privately pay. In some situations, the caregiver will be primarily a companion.

If you choose (a), (b), or (c) you must...

- Develop a written understanding of expectations and make sure that your live-in caregiver is aware of the expectations and agrees to them.
- Orient and train your live-in caregiver to provide the specific supports that you need.
- Arrange for back up staff in the event the live-in caregiver is ill, on vacation, out of town, or you decide to terminate their employment (Section “Back up caregivers” of this guide).
- Problem solve when things are not working out and have reasonable expectations of how much people can work, change, and learn (Section “Communication and Troubleshooting” of this guide).
- Understand how to request a reasonable accommodation for a live-in aide in rental housing and in rent assistance programs (Section “Understanding Reasonable Accommodations and the Rules Surrounding Them” of this guide).

If you choose (b) or (c), you must also ...

- Search for a live-in caregiver by posting advertisements, using the family/friends network to identify possible matches, interviewing people, conducting background checks, checking references, verifying caregivers meet the basic qualifications you require (e.g., first aid/CPR certification), etc. (The Arc of Northern Virginia’s Consumer Directed Care Attendant Guide, which you can find at <https://thearcofnova.org/programs-services/library/#c-d-s>).

- Create and update an agreement based on the live-in caregiver’s job description, then monitor that agreement to ensure it is fulfilled (See “Appendix A: Sample Live-In Caregiver Agreement”).
- Monitor, sign, and maintain timesheets for the live-in staff, along with other employment records (Section “You Are the Employer” of this guide).
- Keep abreast of any labor or housing laws that may affect your situation and adjust accordingly (Section “Fair Labor Standards Act and Department of Labor” of this guide).
- Ensure a long-term plan is in place for someone to continue this work as you age or members of your support team are no longer able to assist (Section “A Plan for Long Term Durability” of this guide).

If you choose (c), you must also ...

- Pay the wages and expenses of the live-in caregiver (as determined by your situation), generate and file tax paperwork if you are paying the care attendant directly, maintain any necessary workers compensation or liability insurance, and perform other fiscal management and maintenance tasks as needed (Section “Taxes, Medicare, Workers Compensation, and Liability Insurance” of this guide).
- Make sure that you are operating within the parameters of the Fair Labor Standards Act needed (Section “Fair Labor Standards Act and Department of Labor” of this guide).

Understanding Reasonable Accommodations and the Rules Surrounding Them

1. What is a reasonable accommodation in housing and how does it apply to live-in caregivers?

Individuals with disabilities who live in homes that they own generally can decide what to do with their property and do not have to request permission to make a bedroom available to a live-in caregiver. However, individuals with disabilities who receive rent assistance or who rent housing must follow the rules of the housing program or their landlord. Some rules may present obstacles to having a live-in caregiver, which makes it difficult for a person with a disability to access and use rent assistance and/or rental housing. That is why they may need a reasonable accommodation. A “reasonable accommodation” is a change, exception, or adjustment to a rule or policy that is necessary for a person with a disability to have an equal opportunity to use a particular housing program or to use housing that is for sale or for rent.

The Fair Housing Act Amendments of 1988 require rental housing properties with more than four units to provide reasonable accommodations. Rental housing programs funded with federal financial assistance are required to provide reasonable accommodations under Section 504 of the Rehabilitation Act. This includes the Housing Choice Voucher program, a rent subsidy that participants can use at any rental housing property that will accept it, and Section 8 assisted housing and public housing, which provides rent subsidies attached to units in specific rental properties. These programs are all funded by the U.S. Department of Housing & Urban Development and operated by local public housing agencies or authorities (PHAs). State and locally funded rent assistance programs must provide reasonable accommodations in accordance with Title II of the Americans with Disabilities Act, which covers access to state and local government services.

The federal Department of Housing and Urban Development (HUD) rules state that PHAs are required to approve live-in caregivers if needed as a reasonable accommodation for a household where there is a person with a disability. This is regulation 24 CFR 982.316. If you are using the Housing Choice Voucher (HCV) Program, a live-in caregiver will be referred to as a “**live-in aide.**” The Department of Behavioral Health Developmental Services (DBHDS) State Rental Assistance Program (SRAP) has adopted the Housing Choice Voucher Program’s guidance on reasonable accommodations for live-in aides.

The HCV Program and SRAP define a live-in aide as:

“A person who resides with one or more elderly persons or near-elderly persons or persons with disabilities and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.”

What rules or policies do HUD and DBHDS adjust in these rent assistance programs so PHAs can provide live-in aides as a reasonable accommodation? First, PHAs must make an exception to their programs’ subsidy standards to provide a separate bedroom for the live-in aide, if needed. Please note, while the live-in aide may have approved family members live with him/her, PHAs are not required to provide additional bedrooms for these family members. Second, PHAs must exclude the live-in aide’s income when determining the household’s initial eligibility for the program AND when calculating the household’s share of the rent. As a result, *a housing choice voucher or SRAP certificate may cover the cost of an additional bedroom for the live-in aide at no additional cost to the household*, as long as the rent does not exceed the maximum allowed by the program.

Landlords must also consider requests for live-in caregivers as a reasonable accommodation for tenants with disabilities. For example, an applicant for an apartment may request that a live-in caregiver be considered an authorized occupant on the lease. “Authorized occupants” are entitled to occupy a dwelling unit with the landlord’s consent, but they do not sign the rental agreement so they do not have a tenant’s financial obligations. For example, landlords generally do not consider an authorized occupant’s income and credit when reviewing whether the household qualifies to rent the unit. However, occupants also do not have the same tenancy protections. In this case, the authorized occupant’s ability to occupy the residence is contingent upon her live-in caregiver status and compliance with the landlord’s rules and regulations. If the leaseholder or tenant with a disability no longer needs the live-in caregiver or discontinues services, or the live-in caregiver causes a lease violation, the live-in caregiver does not have the same rights of possession to the unit or procedural remedies as a tenant would. This enables the tenant with a disability to more quickly remove a live-in caregiver whose services have been terminated.

2. Meeting the criteria for a live-in accommodation

Rules for the Housing Choice Voucher Program and SRAP specifically note that live-in aides are reasonable accommodations when the live-in aide is essential to the care and well-being of the person with a disability, not obligated to provide the support, and would not be living in the unit other than to provide this support. Let us examine those three stipulations.

There is no specific definition of “essential care.” Instead, HUD suggests PHAs obtain written certification from a doctor or other professional that an attendant is required to provide care necessary to the individual’s employment or assistance with activities of daily living. In some

cases, a Support Coordinator, rehabilitation counselor, psychiatrist or other professional familiar with the needs of the person with a disability can write this letter.

Now, let us look at the provision stating the aide is not obligated to provide support to the person with a disability. Parents and spouses are considered people who would normally be expected to be living with and/or providing support to the person with a disability, so they are not appropriate choices for a live-in aide. Parents who claim their adult family member with a disability as a “disabled dependent” on their federal income taxes have clearly obligated themselves to provide support to that person. Live-in aides have no obligation to provide support, including shelter, food, medical care, supportive services, or other financial assistance to the person with a disability.

Finally, the regulations are trying to ensure the live-in aide is only living in the home for the purpose of caregiving. Thus, it is unlikely someone who was already living in the household of the person with a disability could be approved as a live-in aide, either.

Relatives (other than parents and spouses) could qualify to be live-in aides, but a PHA may require the household to certify that the live-in aide would not be living with the person except as a live-in aide, is qualified to provide the needed care, was not living with the person with a disability immediately prior to the request, and will maintain separate finances from the Housing Choice Voucher participant.

There is no uniform definition or set of criteria that landlords have for live-in caregivers. Most landlords screen live-in caregivers and apply the same exclusionary criteria for criminal history or poor rental history as the do for any other applicant. However, as mentioned previously, landlords generally will not consider the live-in caregiver’s income and credit when reviewing whether the household qualifies to rent the unit.

3. When do you request live-in assistance as a reasonable accommodation?

A request for a reasonable accommodation can be made at any point in the housing process. However, the sooner you are aware a live-in caregiver is needed and you formally make the request, the better. It may take anywhere from a few days to several weeks to get the PHA to approve a request for a live-in aide. The timing of an approval could affect where you rent. For example, if you have been approved for a housing voucher or SRAP and you are searching for units that will accept rent assistance, it helps if the PHA has already approved the accommodation for a subsidy to cover an extra bedroom for a live-in aide. Otherwise, the unit you want may be rented to someone else while you await approval of the extra bedroom and the corresponding higher subsidy. It is good idea to share your request for a reasonable accommodation for a live-in aide as soon as you begin discussions about a request for a housing

subsidy. If you do, be sure you have identified a live-in aide and gotten this person's commitment to accept the position.

4. How do you request a reasonable accommodation for a live-in caregiver?

There is no single way to make a request for a reasonable accommodation for a live-in aide. Some PHAs and landlords have clear policies and procedures for requesting reasonable accommodations and others have more loosely defined processes. Regardless, a request is only considered to have been made when the person with a disability makes it clear that they are asking for an exception to the rule based upon their disability. The request should explain the type of accommodation needed (e.g., a live-in aide/caregiver). If there is any question about the need for such support, the housing provider can request an explanation of why the requested accommodation will meet a disability-related need.

You must clearly request a reasonable accommodation in order to be given one. Requests in writing are typically easier to track and prove later, but you can also make an oral request.

5. Who can request the reasonable accommodation?

The person with a disability or anyone acting on their behalf can make the request for a reasonable accommodation for a live-in aide.

6. Can a request for a live-in caregiver be denied?

Requests can be denied if they do not meet certain criteria.

- If the request was not made by the person with a disability OR someone acting on their behalf, it can be denied.
- If the request does not meet a disability-related need, it can be denied.
- In the HCV Program or SRAP, if the requested aide is a parent, the live-in aide and person have been living together already (not as a live-in aide), or the live-in aide is not qualified to support the person, the request can be denied.
- PHAs may also disqualify live-in aides if, upon initial eligibility or while in the program, the person committed fraud, bribery or other corrupt or criminal acts in connection with a federal housing program; the person committed drug-related or violent criminal activity; or the person currently owes rent or other amounts to a PHA related to the Housing Choice Voucher Program or public housing assistance.
- Finally, PHAs can establish screening standards for live-in aides, such as conducting criminal background checks, requiring landlord approval of the live-in aide, and verifying the need for and eligibility of a live-in aide at annual recertification.

In general, reasonable accommodations should be granted unless they would pose an undue hardship or burden on the housing provider or agency granting the subsidy, or would fundamentally alter a program.

Finally, there are a few specific situations in which a housing provider is not obligated to follow the Fair Housing Act and could deny a request for a reasonable accommodation. First, a housing provider who owns a building with no more than four units and individually occupies at least one of the units is exempt. Second, individual owners who sell or rent single family housing without using a real estate agent, do not own more than three single family homes, are not in the business of selling or renting dwellings and do not use discriminatory advertising are exempt. Essentially, landlords who own very few properties may opt to deny requests for live-in aides, but they may also agree to accept the request. It is always worth asking.

Who to Hire and How to Hire: Finding the Right Person for the Job

As you consider hiring a live-in caregiver, one of the first decisions you must make is whether to directly hire, train, and manage the caregiver, or to have an agency do this work. That will determine if you need to write ads and conduct interviews directly, or if you will be relying on an agency to do that for you.

1. What are the advantages of directly employing a caregiver?

The greatest benefit of directly employing your own caregiver is that you can choose exactly who will provide you supports. If you have an unusual medical or behavioral need, you can look for someone with expertise in that field. If you love music, you can search for someone who would like to help you go to concerts, buy albums, and dance. You can hire not only your live-in caregiver this way, but any other drop-in support and/or respite staff you are using. In some cases, as you will see in Section “You Are the Employer” in this guide, there are fewer mandates for minimum wage and overtime if you hire your own live-in caregiver instead of using an agency to hire and supervise the staff.

2. Is directly hiring someone the same as Waiver “consumer directed” services?

They are very similar. “Consumer Direction,” or CD options are the terms the Medicaid Waiver uses to describe a situation in which the Waiver pays for a care attendant selected by the person with a disability and/or their support team. The advantage of pursuing this option with a Waiver is that Medicaid provides individuals a service facilitator and a fiscal agent. The service facilitator assists the individual with finding a caregiver, conducting background checks and orienting the caregiver to his/her duties and the process of billing for services. The individual trains and manages the caregiver and approves the caregiver’s timesheets. The fiscal agent, Public Partnerships, LLC (PPL), to enroll providers, process payroll, manage tax filings and monitor service utilization.

3. Do I need a Waiver to use consumer directed services?

Yes, you will need a Medicaid Waiver to use consumer directed services. While, anyone can privately employ a care attendant at any time, without a Medicaid Waiver, you would need another way to pay for the attendant’s time. “Consumer directed” is a Waiver term, so if you are not using a Waiver, you are more likely to see and use terms like “privately hired” or “privately funded,” which indicate you are paying out of pocket for this support.

Alternately, you could deduct the cost or value of the housing you provide from the caregiver’s wages for a limited number of hours of support (see Section “Fair exchange of work for lodging”). If you need minimal supports, you might negotiate live-in companion care in exchange for offering lodging at no cost (see Section “The Companionship Services Exemption, or 20% Rule”). Regardless, you will also have to take on the tasks of doing background checks and managing payroll tax deductions and filing wage and tax statements where applicable.

4. What are the advantages of agency directed services?

Anyone who directly employs caregivers or utilizes CD services would tell you there is a lot of work involved. Agency directed services tend to involve less work, with the trade-off being less control in who is hired and how they are trained and managed. Agency directed programs should be largely responsible for finding back up staff if the live-in aide suddenly quits or calls out with an illness, but realistically, this is not always available. You can also see if an agency might consider hiring a person of your choice as there is often high turnover and you may be helping the agency by doing so. In some cases, as you will see in Section “Fair Labor Standards Act and Department of Labor” of this guide, there are greater mandates for pay minimums if you hire an agency directed live-in aide instead of a consumer-directed aide.

5. What if I want consumer and agency directed care?

If you feel like consumer and agency directed services both have options you need, you can consider utilizing both by splitting your authorized care hours. For example, if Waiver funds 20 hours of care per week, you could use 10 hours for consumer directed care and 10 for agency directed care. However, a live-in caregiver is one person, so they will need to be entirely consumer directed or entirely agency directed. You can use the opposite care management option for additional services you bring in the home to complement the work of the live-in caregiver.

6. Will the live-in caregiver have another job?

Some live-in caregivers only receive their lodging and perhaps some other small benefits in exchange for basic companion work (e.g., fellowship and watching over the individual). If employing a live-in caregiver to provide routine, daily personal assistance services, you must comply with minimum wage requirements and either pay privately or use consumer-directed Medicaid Waiver services. Note that as of 2021, Medicaid Waivers in Northern Virginia pay \$13.60 an hour for consumer directed personal assistance services. Waivers provide limited overtime, and no sick leave, health insurance, or other benefits at this time (although **live-in** personal attendants may work more than 40 hours/week under consumer directed services, they are not entitled to overtime – see Section “Live-In Domestic Service Employee Exemption”). These realities are important in understanding that your live-in aide may need to find an additional full or part-time work with competitive pay.

7. Who can be a live-in caregiver?

If you have a home you own and are privately searching for a live-in caregiver without any public funding (i.e., no Waiver, no housing subsidy), it is entirely up to you to decide who you want to be your live-in caregiver. Most families would agree having an adult who is able to pass a background check and meet your needs are some minimal common sense requirements.

If you are using any type of public funding (i.e., a Medicaid Waiver or housing subsidy), live-in aides must be 18 years or older, have a Virginia license if you want them to drive the person receiving supports, and be able to pass the background checks with the PHA and/or the

landlord. Live-in aides must have a Social Security number and be eligible to work in the United States. They also must meet the criteria required for a reasonable accommodation request, if you are using public housing assistance. As discussed at the beginning of this guide, this means the live-in aide cannot be a parent or spouse, they cannot have been living with the person with a disability immediately prior to becoming a live-in aide, they will need to demonstrate they can meet the needs of the person with a disability, and they must not be supporting the individual (e.g., contributing toward the household income).

8. Conducting a background check

When hiring a live-in caregiver, it is wise practice to conduct a background check. If you are using a voucher, the public housing agency will require a background check of the proposed live-in aide, which they will fund. If you are using a Waiver to fund support hours, the Waiver will mandate and pay for a Virginia background check. Talk to your Support Coordinator and Service Facilitator or support agency about this.

If you would like a more comprehensive background check, or are not using a Waiver or voucher background check, you can pay for a federal search. You can learn more about this option at <https://www.intelius.com/background-check> or <https://www.fbi.gov/services/cjis/identity-history-summary-checks>.

As a side note, housing subsidy programs will also require a background check from you, which you must pass in order to be able to use the voucher. In some limited cases, you may ask for a reasonable accommodation for this requirement if any issues on the background check were of a relatively minor nature, directly related to your disability, and have since been remedied.

9. Finding your live-in caregiver

There are a lot of ways to find live-in caregivers. Choose the method that works best for you. Some people try multiple avenues at one time or change their methods over time. Start with who you know!

1. Do you have neighbors, family friends, siblings over 18 who live outside the home, former teachers or tutors, or other people you know who may be a good natural fit and already know you? Ask them if they may be interested in being a live-in caregiver. Remember that you may end up hiring people to complement the work of the live-in caregiver, so if the live-in caregiver option is not a good fit for the person, ask about whether they could provide a different type of needed support.
2. Post an ad or peruse resumes at care.com, or sittercity.com. These websites focus on connecting support professionals and families. Care.com has a Special Needs section and conducts a background check. Note that there is a fee to post jobs on many sites, usually less than \$40 for a month.
3. Post an ad on a general jobs website, like craigslist.org. You can customize this ad as much as you'd like. Ask for resumes in your ad. The cost for such an ad in Northern Virginia is \$25.

4. Hire help. SPARC runs a PSA Match program where they can be hired to help find the right attendant for you. <https://sparcsolutions.org/>
5. Post an ad in the bulletin at your place of worship, neighborhood newsletter, or community Facebook page. People who see that ad will live near you and may be interested in finding a job with a way to make housing in their existing community more affordable.
6. If you live near a community college, nursing school, or university, get in touch with them. Students learning about social work, psychology, special education, nursing, and other similar fields are often very interested in live-in caregiver jobs. Often these students are comfortable with the exchange of free rent for basic companion work, but they may not be available for multiple years.
7. Talk to friends who have live-in caregivers. Does their caregiver know someone else who is looking? How did they find their caregiver?
8. Tell people in your life you're looking for someone and ask them to recommend anyone they know who may be a good fit.
9. Ask staff who work with your loved one at school, work, day programs or other settings if they'd like to work with them in their home, too.

10. What should ads for a live-in caregiver say?

The best ads are clear, personal, and concise. Aim to include all the relevant information in about a paragraph or so. People who are interested can then contact you for more information and further details. There are a number of things you definitely want to include in any advertisement:

- A brief title that describes the job. Examples include “Live-In Aide Needed for Young Man with Autism,” “Reston-Area Live-In Aide Needed for Woman with Disability,” “Pokemon-Obsessed Thirty Year Old Seeks Live-in Staff.” It is up to you to decide what the most important details are and what may catch the eye of possible employees.
- A general description of the hours. What times must the caregiver always be in the home (e.g., evenings from 10 PM-7 AM, plus 4-7 PM three days/week and Saturdays 8 AM-11 AM), what hours will you be home, will there be times when other staff are in the home, or are you flexible?
- A rough outline of the duties. Will the live-in caregiver mostly be a companion? How much time will they spend directly helping with personal care, and what will that involve? Will they be expected to manage communication with drop in staff, the family, and the Support Coordinator?
- Compensation. Be up front about the hourly wage and number of hours per week. If the only remuneration is free housing for companion-type work, make that clear. Also clarify if any food, toiletries, or other expense costs are covered.
- A start date. Is someone needed immediately or in the coming weeks? Is the start date negotiable? How long will it be before they can move in if you are early in the process on looking at live-in caregivers?

- A job location. You can give the name of your city or neighborhood. If you have not yet identified a final home, list the areas being considered. Don't disclose your whole address to protect your privacy.
- Transportation options. If you live/will live near a Metro station or bus stop, note that option as live-in aides will likely have additional jobs.
- A focus on desired qualities. Some people find that it is most helpful to focus on skills (e.g., experienced managing behaviors), while others have more success focusing on interests (e.g., seeking someone with an interest in art). Keep in mind that you'll be providing specific training on the job once someone is hired, so you may want to avoid being too specific on someone's backgrounds. Old habits and skills can be helpful. . . and hard to change! If the attendant shares interests with you, the odds that they will enjoy each other and work well together increase.
- Your personal lifestyle. Since the caregiver will be living with you, you should be looking for someone who is an early morning person if you wake early, or a night owl if you are up late. Think about whether you can live with someone who is loud, tidier than you are, or more outgoing. Sometimes people with differences can be good for you, sometimes it can be stressful. Think about the best relationships in your life. Do you have certain things in common with people you get along with well?
- Your general age range. The skills needed to support you over your lifetime will vary as you age. Also, many people find a similarly aged peer is a good fit for a live-in staff.
- Statement on the period of time you would like them to work. If you are only interested in hiring someone who could potentially do this job for 2+ years, be clear about that. Likewise, if you are willing to look at people who could fill a minimum commitment of one year, let them know in the ad.
- Contact information. Leave a way to get in touch with you. If you use a site like care.com or craigslist.org, people can reply to you through the ad directly. Otherwise, leave a phone number (with best times to call) or an email address.

11. A sample ad

The following ad was created by a family looking for a live-in aide. They used it to locate someone who was ultimately a strong fit and moved in. It is a good example of how to outline the things that are most important to you, in quick, clear language.

Live-in Aide for [REDACTED]

Position Requirements:

- Reside in common apartment (2 BR, 2 BA) in City of Alexandria
- Pass all background checks as required by Housing Authority and/or Landlord
- Provide 3 acceptable references
- Possess a valid Virginia license and an insured vehicle (in case of emergency)
- Non-smoker
- Be present overnight (roughly 7 pm – 8 am) with schedule flexibility
- Participate in weekly apartment upkeep
- Assist with menu planning and grocery shopping once a week
- Assist with meal preparation twice a week
- Maintain communication with resident’s family (weekly email or as needed)
- Provide back-up in an emergency (e.g., call 911, notify family)
- Provide companionship at evening mealtime (approximately 4x/week)
- Monitor need for prescription refills once monthly
- Provide buddy workout or active recreation companionship (approx. 2x a week)
- Provide conversational exchange on shared interest topics
- Participate in occasional recreational activities (2x a month)
- Help maintain shared calendar (google)

Benefits:

- Free housing in 2 BR, 2BA apartment in the City of Alexandria
- Meal/food subsidy (5 dinners a week and shared food staples)
- All utilities covered
- All federal holidays observed, plus aide’s birthday
- Super flexible schedule – aide can have other employment

12. Follow up contacts and interviews

Set aside time to reply to potential candidates each day. The quicker you respond, the better. Lots of people are looking for care and you don’t want to miss any opportunities. When you follow up,

you should ask for more information if anything in the potential employee's reply is unclear or does not seem to reflect the needs you listed in your ad.

Suggest a few possible interview options in the coming week. If you can provide a range of days of the week and times of day, this increases the odds they may be available. Explain that the interview will be in your home (or another location) and will take about 30 minutes (or longer if you feel that more time may be needed). If you want them to bring anything to the interview (e.g., copies of certifications, resume, references), let them know now so they have time to prepare. If you have not already done so, provide your contact information so they can reach you if they need to change the interview day or time.

Once an interview time is agreed upon, remind the caregiver of your contact information, address, and any information you would like them to bring for the interview.

On the day of the interview, be prepared with a list of interview questions and a way to take notes. Customize the interview questions based upon your needs. Examples are below.

- Thank the person for coming. Start with a courtesy question about the weather or the drive so they can settle in.
- Make note of the time of their arrival (early, late), their appearance (neat and clean or rumpled), and body language (eye contact, fidgeting, appearing comfortable).
- Briefly review the job responsibilities, hours, and requirements. Ensure they understand their housing would be contingent upon working as a live-in aide, and they must be ready to move when needed. Offer them a copy of the companion to this guide (titled "Live in Caregiver Guide for Caregivers," which can be found at <https://thearcofnova.org/programs/transition/finding-home-adults-disabilities/housing-toolkit/>). Then, begin with questions.
- What interested you in this job?
- Have you done work like this before?
- Can you provide references?
- If the live-in caregiver will be cooking with or for you, ask about what they like to eat and like to cook.
- If the caregiver will be cleaning with or for you, ask if they are comfortable performing that work.
- Be clear on any possible work hazards (e.g., lifting, working around medical supplies) and ask to ensure they understand and are comfortable with those risks.
- Ask about other jobs and how they would accommodate this new job.
- Ask about their interests in activities like eating out, movies, concerts, sports events, etc. Do they like the same things you do?
- Ask them about their lifestyle and habits? Do they smoke, drink, stay up late, make loud noise, and keep a clean or messy house?
- Ask them about any concerns they have related to their ability to perform the job and be in the home as needed consistently, and performing all the duties you outlined.

- Clarify the exchange of housing for work. Are they a companion working minimal hours who will receive no other compensation? Or are they someone who will be doing personal care work and earning at least minimum wage? If so, explain how would they be paid, how much, and by whom.
- Add any questions related to your specific needs. For example, is the person comfortable managing behaviors or helping someone bathe and dress?

If you are a helper who is not the person with a disability, make sure you allot time for the individual receiving services to be a part of the interview. The person with a disability should run as much of the interview as possible. If they already have a home and are looking for a new aide, they can be in charge of showing their room or the supply closet. If they are non-verbal, perhaps they could show their favorite stuffed animal, iPad or communication device, as a way to include them in the interview process.

At the end of the interview, thank the person for coming and let them know what day you will let them know about the job. Keep that promise and follow up with them to let them know that they got the job, they were not selected, or that you would like to contact them in the future but that you have enough support for now.

13. Reality Check

While you should stick to the list of qualifications necessary for your health, safety, and independence, you should also be realistic about who you can hire, especially if you are only offering free rent in exchange for companion type work. Free rent in Northern Virginia is valuable, but it does not cover any other living expenses. Also, being a live-in aide is a big commitment. The aide is agreeing to move into a home where they have no tenancy rights and could be fired and lose their housing simultaneously.

There are not endless numbers of Applied Behavioral Analysis therapists, autism specialists, or college graduates who want to do this job. There is always a chance you can find that one in a million caregiver, but don't expect that to be the only type of people you find.

Focus on finding someone who meets your requirements, is punctual, kind, is a good personality fit, and wants to do the job. Finding someone who shares interests with you is a good way to ensure a nice partnership. Look for siblings of people with disabilities, teachers looking to make their small salaries work in an expensive area, and other people who have a personal connection to the field as good bets on people who may do the job well.

Never underestimate the potential of meeting people who might be different from your original expectation, but can bring a richness and multitude of interests into your lives. Live-in caregivers can become lifelong friends of individuals and their families. At the same time, be cautious and smart about who you invite into your home to live with you and do not rush to hire anyone in a move of desperation.

14. Sample live-in agreement

Once you have decided on who you will hire for the job, you need to ensure you have a live-in caregiver agreement that reflects your needs, the expectations you outlined to the caregiver, and the caregiver's ability to perform the work. See Appendix A for a sample agreement you could customize for your needs. This agreement should be detailed enough to refer back to for guidance if you have issues regarding the caregiver's specific tasks, the work schedule, pay schedule, grounds for termination, etc.

15. Hiring and training

Once you select the live-in caregiver, let your Support Coordinator, your liaison with the PHA, and anyone else helping you with the process know. Make sure the live-in caregiver has the documentation needed to prove the legal right to work and to complete a background check.

Keep live-in caregivers updated on every step of the process so they can anticipate when they will be expected to move and start work. On the first day, be prepared to begin training. Work side by side with the caregivers to help them learn the job first hand. Show them how you want things done and tell them how and when to ask for help. Plan to do this often for the first several weeks until you are comfortable that the live-in caregiver can perform the job. You may find it helpful to write up a daily checklist or schedule to ensure everything is completed. Make sure the caregiver always has a way to contact you or another person in the event of an emergency or if they have a question or concern.

Consider making a list of likely emergencies (e.g., if you tend to get sick with short notice, if your transportation is often late, if big changes upset you greatly, what happens if drop-in staff does not show) and have tips and quick responses written out. Leave it out somewhere, like the kitchen, so the live-in caregiver can always find it if needed.

16. Lease addendum

If you ask your landlord for a reasonable accommodation for a live in caregiver, your landlord may require an addendum to your lease. See Appendix B for an example, which should give you a good idea of what will be needed and how to prepare.

You Are the Employer

Whether you decide to use Medicaid Waiver consumer-directed services or directly hire, train, manage, and pay a live-in caregiver, you have become an employer under the federal Fair Labor Standards Act (FLSA). As a result, you have responsibilities to follow the law, support your employee, manage records and files, and handle tax reporting, pay fair wages and taxes, and report earnings.

If you use consumer-directed services through a Medicaid Developmental Disabilities Waiver or a Medicaid CCC+ Waiver, then the Virginia's Department of Medical Assistance Services, the state's Medicaid agency, has contracted Public Partnerships, LLC (PPL) to serve as a fiscal/employer agent to assist you with provider enrollment, the tax accounting process, and payroll services. In addition, you have a services facilitator who will assist with arranging for, directing and managing services by assessing your needs for a specific service, help you develop a plan of care, provide you training on how to be an employer, and offer ongoing support as needed.

Medicaid Waiver rules limit overtime for Waiver employees. Talk to your Support Coordinator and/or Service Facilitator about this. However, consumer-directed PAS providers and companions who are live-in caregivers are EXEMPT from this rule because they are excluded from FLSA overtime pay requirements. Medicaid will verify you and your consumer-directed service provider share the same address, so make sure that your address is current with the local department of social services and that the fiscal agent has the consumer-directed service provider's accurate address on file. Finally, tell your consumer directed services facilitator that your consumer-directed service provider is also your live-in caregiver, so your facilitator can complete the appropriate service authorization paperwork.

If you directly hire, train, manage and privately pay a live-in caregiver using your own resources, this section will walk you through key parts of this new role and how you can best prepare and protect yourself.

1. Fair exchange of work for lodging

Many individuals are interested in leveraging the expenses they pay for their caregiver's housing toward hours of support from their live-in caregiver. There are some major considerations involved in developing a fair exchange of work for lodging.

Section 3(m) of the Fair Labor Standards Act allows you as an employer to count either your actual cost for your live-in caregiver's housing or the fair market rent value of your live-in caregiver's housing toward wages, **whichever is less**. Only the portion of the residence in which your employee lives is countable.

So, if you pay the full rent and utilities for a two bedroom apartment you share with a live-in caregiver, then you could count half the employer's cost of the rent and utilities as a credit toward wages. However, if you receive a Housing Choice Voucher Program or SRAP, the rent subsidy pays for your live-in caregiver's rent and utilities. This means the actual cost of your live-in caregiver's housing to you as the employer is **zero**, and there is no housing cost to credit toward wages. Any wages you owe your live-in caregiver must be paid in full, because there is no housing cost to deduct. You could still possibly the rent to leverage some caregiving hours, as described in Section "The Companionship Services Exemption, or 20% Rule."

An employer can only claim a section 3(m) credit if:

- The lodging is regularly provided by the employer or similar employers (e.g., you would provide it to all persons employed in this position)
- The employee voluntarily accepts the lodging (there is a written agreement that the employee will live on the premises as a condition of employment)
- The lodging is furnished in compliance with applicable federal, state or local laws (e.g., the housing meets all zoning, occupancy, building safety standards)
- The lodging primarily benefits the employee, rather than the employer (e.g., the housing is presumed to be of primary benefit and convenience of the employee unless there is an indication that it is of little benefit to the employee. This includes looking at factors such as whether the housing is adequate and affords private space for off-duty time, access to a kitchen and private bathroom, furnishings, free cable/Internet, etc.)
- The employer maintains accurate records of the costs incurred in the furnishing of the lodging (e.g., both records of the employer's cost to provide the housing and records of the wage calculations taking lodging into account)

Here is an example. The 2021 Fair Market Rent rate established by the office of Housing and Urban Development is \$1765/month for a two bedroom unit Arlington County. Assume this rent includes utilities. If you find a unit at that exact price with roughly equivalent bedroom sizes, that means is the employer's share for the live-in caregiver is \$882.50 in monthly rent. Let's assume you negotiate the hourly wage for a live-in aide who provides personal assistance services at \$15/hour. At this rate, the value of their rent is \$205 per week, which covers about 13.5 waking hours of support per week (note: live-in caregivers do not get paid for sleeping time, but are expected to sleep in the residence most nights a week, since it is their primary residence). What if you need 30 waking hours of support per week? How will you make up the 16.5 hour/week difference? You can: (1) pay your live-in caregiver cash wages for the 16.5 hours/week, (2) use Medicaid Waiver consumer- or agency-directed services, (3) hire other support staff to come into the home using other community programs and resources, and/or (4) rely on family and friends for assistance.

Though rent in the Northern Virginia area is very expensive, it is generally considered to be affordable when you spend 30-40% of your income toward rent and utilities. So, live-in aides

still need to work outside of the live-in job to earn enough income to cover other life expenses. Be mindful of that when thinking of what a realistic schedule may be for them to offer live-in supports. For example, it wouldn't be easy to find someone who could work from 12-1 PM, then 4-5 PM, then 8-10 PM as it would make having another job nearly impossible.

For more information on how the section(3)m credit works, see https://www.dol.gov/whd/homecare/credit_wages_faq.htm .

2. Recordkeeping requirements

As the employer, you have a responsibility to maintain basic employment records for your live-in caregiver. Keep these in any format you'd like, but make sure items are organized and accessible in case you need them quickly.

At a minimum, ensure you always have:

- The live-in caregiver's full name, Social Security number, and all contact information
- A copy of the hours worked each day/week (see next item on timesheets)
- All documentation of additional compensation given to the aide, including expenses paid, benefits, fees for additional work, etc.
- Proof of overtime payments when overtime pay is mandated (i.e. when you are using an agency to manage the caregiver)
- Copy of the signed live-in caregiver agreement (see Appendix A for an example)
- Copy of the lease and housing voucher
- Copy of any additional rules or policies from the home (e.g., apartment complex rules and regulations)

3. The value of timesheets

When you develop your live-in caregiver agreement, outline a weekly schedule for the live-in caregiver. Provide copies of blank paper timesheets each week, have the aide record worked hours on a calendar, or have a system for digital timesheets (e.g., an Excel or Word document that is updated weekly) to ensure you are working with the live-in aide on a fair exchange of their hours worked for free rent. It also clarifies the work week-- is it Sunday-Saturday or Monday-Sunday, for example? If there is a discrepancy about work time in the future, you will have archived timesheets to help you figure out if things have been running well.

One of the challenges of being a live-in caregiver is separating work time from time simply spent in the home. For example, as an aide, perhaps you agree to one weekend outing a week, up to four hours. Perhaps the aide goes with you to dinner and a movie. When you come back home after a great evening, if you and the aide decide to simply spend time together talking about the day, but they are not scheduled work hours, the aide may not feel sure if that counts as time worked. This should be unpaid time, unless the aide is scheduled to provide companionship at this point, since it is now the aide's choice about whether or not to spend more casual social time together.

Schedules and timesheets can help everyone understand if the scheduled amount of support time is being provided, and if the aide is able to distinguish between work obligations and time at the home where they may naturally offer some additional companionship and natural supports, though not required to do so.

4. Benefits to the live-in caregiver

As an employer, you can decide what benefits you will offer the live-in staff. These should be clearly laid out in your live-in aide agreement. Benefits can include a range of options with a range of costs. Here are some ideas to consider. Remember, not many people are likely to take a job with no benefits.

Benefit ideas:

- Time off for federal holidays (remember to arrange back up care for this time)
- Day off for the live-in aide's birthday (remember to arrange back up care for this time)
- 1-2 weeks of vacation per year (remember to arrange back up care for this time)
- 1-2 weeks of sick leave per year (remember to arrange back up care for this time)
- Food, snacks, toiletries or other items you are willing to provide for the household
- One meal out (or other outing) per week, so long as the aide is with you for the outing
 - Set a protocol for a cap on this amount and how/when they can ask for reimbursement
- Reimbursement for mileage/Metro/driver fees when traveling with you
 - Set a protocol for a cap on this amount and how/when they can ask for reimbursement

5. Taxes, Medicare, Workers Compensation, and Liability Insurance

Understanding taxes and insurance is complicated. Always consult a CPA or tax attorney to get your personal, detailed questions answered. This section will provide some very brief general tips, but each situation should be considered by a professional.

- If the sole payment you provide a live-in caregiver is lodging with a value that is equivalent to weekly wages earned, then there are no taxes on the value of that lodging.
- If you employ a caregiver and pay any cash wages from which you withhold income, social security or Medicare taxes you must report the caregiver's wages. You must also report wages if you would have withheld taxes had your employee not claimed any exemptions from withholding on Form W-4. Likewise, if you pay a caregiver \$600 or more but do not withhold any taxes, you must still report wages earned. Register with the IRS for an Employer ID Number prior to hiring the caregiver. Complete Form W-2 and give copies to your employee by January 31. Send Copy A of Form W-2 with W-3 to the Social Security Administration by the same deadline. If you are using a Waiver, the Consumer Directed fiscal agent (PPL) or your agency will handle this with you.

- If you employ and pay a caregiver more than \$2,000 in cash wages a year (2017 number), you must withhold Social Security and Medicare taxes from the caregiver’s wages. If you employ and pay caregiver \$1,000 or more in cash wages in any calendar quarter, you must pay federal and state unemployment taxes.
- In addition, as employer, you must file a federal income tax return that adds these household employment taxes to your income tax. Attach employer’s Schedule H (Form 1040) to Form 1040, 1040NR, 1040-SS, or 1041. Use Schedule H to figure total household employment taxes (social security, Medicare, and FUTA taxes). Pay the amount due by the April deadline.
- If you are using a Medicaid Waiver to pay for time worked beyond the time worked in exchange for rent, either the agency you hire to manage that time or the consumer directed fiscal agent Public Partnerships LLC (PPL) will handle tax forms and reporting.
- Sites like [care.com](https://www.care.com) can be used to manage taxes and other benefits.

6. Fair Labor Standards Act and Department of Labor

The Fair Labor Standards Act (FLSA) is the federal law that sets the national minimum wage and overtime requirements. As of 2021, the minimum wage in Virginia is \$9.50/hour. There are frequent proposals to raise the statewide minimum wage, so as an employer, you will need to stay updated on the current minimum wage where your live-in caregiver is working. The FLSA also mandates overtime pay for hours worked above 40 hours/week, at a rate of 1.5 times the normal hourly rate. So, if someone’s usual hourly rate is \$9.50/hour, for each hour they work over 40 hours in a week, their pay becomes \$14.25/hour. To see exceptions to this rule, see Section “Live-In Domestic Service Employee Exemption.”

As of January 1, 2015, the Department of Labor published what is commonly referred to as the “Home Care Final Rule.” That rule determines when home care workers, including live-in caregivers, must be paid minimum wage and overtime. Of course, as an employer, you will need to stay updated on current employment law and ensure you remain in compliance with any new rules or changes. Visit the Department of Labor’s website (<https://www.dol.gov/whd/homecare/>) on homecare workers to get basic information about this law. You can watch a webinar on the rule and go through a self-assessment checklist to see if you are required to pay minimum wage and overtime at <https://www.dol.gov/whd/homecare/individuals.htm>.

Under the FLSA, you are considered the employer if you directly hire the care providers (i.e., consumer directed services) and if you work through an agency, as long as you ultimately set the worker’s schedule, assign tasks to the aide, and/or can hire or fire the worker. This is a different definition of “employer” than you will see according to tax or Medicaid law.

7. The Companionship Services Exemption, or 20% Rule

Though caregivers who work in your home are generally expected to be paid minimum wage and overtime, there is a very important exception to the rule called the “Companionship Services

Exemption.” You qualify for this exemption if the live-in caregiver is mostly providing fellowship and protection, that is, being in your general company, but not providing active hands-on assistance. **This exemption does not apply to agency directed employees, who are always entitled to minimum wage and overtime.**

The exemption requires all of the following:

- The live-in caregiver does not spend more than 20% of their weekly awake working time assisting directly with personal care (e.g., assisting with bathing, dressing, using the restroom, cooking, cleaning)
- The live-in caregiver does not ever perform tasks usually only performed by a nurse or nursing assistant (e.g., G-tube feeding)
- The caregiver does not provide general household work for anyone living in the home other than you. So, the live-in caregiver should not be cooking, cleaning or doing laundry for others in the household.

Some examples the Department of Labor uses to describe fellowship and protection are below. Remember, as long as 80%+ of the live-in caregiver’s time is spent on these activities, the requirement for minimum wage does not apply.

- Engaging in social activities, sports, conversation, reading, games, walks, errands, appointments, and special events together
- Staying present in the home or accompanying someone out of the home for the purpose of monitoring safety

The Department of Labor gives these specific activities as time that can be excluded from counted working hours:

- Time the live-in aide is sleeping
- Breaks for meals (unless their agreement stipulates fellowship for the meal)
- Time when the aide is free to stay in the home for personal reasons, or leave and take a break

So, the companionship services exemption offers a way for individuals who need minimal, yet essential supports, to exchange the cost or value of the lodging they are providing for these basic supports. The actual cost/fair value of the caregiver’s housing can be determined in the same manner as it is for the section (3)m credit. Since the individual is exempt from paying minimum wage and overtime in this circumstance, as long as the value of the lodging and other benefits are sufficiently attractive to the live-in caregiver, it may be a viable arrangement. NOTE however: if one of the conditions for exemption is violated, then the individual could owe the live-in caregiver minimum wage for all hours worked in the workweek. Hence, it is important to have a caregiver agreement that carefully outlines the scope of companion duties, the schedule, and requires advance approval of additional work hours.

If you need more support than a “lodging for live-in companion services” agreement offers in compliance with the companionship exemption, explore other options to pay for hours of additional help. If you have a Medicaid Waiver, you can bring in additional supports through the Waiver (see Section “Alternatives to live-in caregivers for your own home or apartment” in this guide).

8. Live-In Domestic Service Employee Exemption

There is another important exception to the FLSA, exclusively for live-in caregivers. Live-in caregivers must receive the minimum wage for hours they work (unless they qualify for the Companion Services Exception explained in this guide), but they **are not required to receive overtime pay for hours worked over 40 hours/week. Agencies may not claim this exemption.** This exemption is only available if you and your support network are the only employers.

9. This seems like a lot of work! Who will help me?

This guide is meant to provide basic helpful information on live-in caregivers, but you may need additional help. If you are utilizing a Medicaid Waiver to fund services, some help will come through the Waiver. If you’re using a CCC+ Waiver, you will have a service facilitator who can help train you on how to be a successful employer, how to find and train attendants, and how to complete some paperwork. If you use a Medicaid Developmental Disabilities Waiver (e.g., a Community Living, Family and Individual Supports, or Building Independence Waiver), you will have a Support Coordinator and a Service Facilitator. They will work together to help you be a successful employer for Waiver services. Remember, since you are the employer, the ultimate obligation for interviewing, hiring, and training attendants is yours. If you use a Waiver agency, you will work closely with that agency on hiring, paperwork, and other needs.

Consumer directed services utilized through Waivers receive additional assistance from a fiscal agent, called Public Partnerships (PPL), Ace\$, or Consumer Directed Care Network. Their job is to receive and process the timesheets employers send in, to process paperwork for new hires, to send paychecks to attendants, and to provide tax reporting documents.

- If you are not using a Waiver, you will need to think differently about who you can bring on board to help.
- You can always ask The Arc of Northern Virginia for help with general questions and to see updated versions of this guide, along with our housing toolkits.
- The Department of Behavioral Health and Developmental Services has a housing specialist who can answer lots of questions about housing, give general ideas about how other people have used live-in aides, and be a resource to your Support Coordinator (which you will have while waiting for a DD Waiver). To find the DBHDS Housing Specialist in your region, go to <http://www.dbhds.virginia.gov/developmental-services/housing/housing-team>
- You can ask for help from your family or your circle of support, perhaps giving each person a small job to do.

- You can fund a private case manager or advocate to help you through the process. Some ideas are:
 - Nancy Mercer, Advocate with Inclusion Consultants, Nancy@InclusionConsultants.com
 - PSA Match through SPARC to help you find consumer directed staff, <https://sparcsolutions.org/contact/>
- You can contact your Support Coordinator about using “Flexible Funding,” which provides up to \$5,000 to help people with developmental disabilities who have a Medicaid DD Waiver or are on the DD waiver waitlist with one-time costs associated with moving to an independent home for the first time. You could use these funds for things like furniture, staff training, extra staff support as you move in and learn about your new home, to hire a housing locator, or to meet other needs.

Communication and Troubleshooting

If you decide to use a live-in caregiver, expect to have some awkward conversations. For example, you will need to explicitly talk about pay, expectations, how the housing is tied to the job, and disciplinary actions if needed. Having these conversations up front will likely help you screen out people who are not a good fit for the position and eliminate stress down the road. In any situation, realize that someone will be sharing their home with you, and as with all new jobs, there is a learning curve. This section will provide some ideas on expectations, communication protocols, and resolving disputes.

1. Warding off problems

Put your key expectations in writing. The live-in aide agreement should be your “go to” document for details, but there are other ways to remind people about the job requirements.

- Consider having a poster in the kitchen or other common area with reminders for how each day should go. For example, a sign could say “Every day, we wipe the counters, greet each other kindly before work, talk about our plans for the evening, and eat dinner together.”
- You can place similar reminders in areas of the house. For instance, a sign near the washer and dryer could say “please clean out the lint tray after each load of laundry.”
- Post a weekly calendar on the fridge with notes about when the aide is expected to be in the house, and what jobs they are expected to do during that time. Update as needed with schedule changes and time off requests/plans.
- Go over these signs and calendars when the aide moves in and keep them updated based upon issues you encounter, or new tasks you assign.
- For all live-in caregivers, consider offering an annual performance review. These annual reviews provide a set timeline for reviewing what someone is doing well and where improvement is needed. This helps keep the lines of communication open and ensures all parties are clear on expectations. Use it as an opportunity to ask for the aide’s feedback on how things are going and what could be improved.
- You may want to have 90 day reviews for newly hired aides.
- Consider having a routine household meeting (weekly or monthly) so issues do not build up, and you get in the habit of talking to each other about needs and concerns, as well as sharing praise.

2. Recognizing great work

Sometimes you will find live-in caregivers who catch on to the job right away and do great work. Make sure you take the time to share your thanks for their hard work. Everyone needs to know when they’re doing well and to feel appreciated. Think about ways you can show that appreciation. Here are some suggestions:

- Write a little note to leave about how happy and thankful you are for their work.
- Offer an extra day (or portion of a day) off.
- When you introduce your aide to new people, be sure to tell them how much the aide means to you so the staff can hear it.

- Pay attention to what your caregiver enjoys and leave a small gift. For example, if your caregiver loves going to the movie in her/his free time, leave two free movie passes.
- Give birthday cards and other holiday cards to show you care.
- Take time to ask how they are, and build a real friendship as much as possible.
- When they ask for time off or other benefits to which they are entitled, graciously thank them for letting you know what they need and immediately arrange back up support as needed.

3. Handling poor performance or one-time issues

As obvious as it sounds, live-in caregivers are people, too! Everyone has bad days, gets a short temper sometimes, is occasionally late, or makes a mistake. Be understanding and reasonable, but be clear and firm about any actions that are dangerous or repetitive. Sometimes even good aides forget meetings/appointments or do something that could get them fired. If you encounter this situation, really think about your expectation. Is it a reasonable request for the live-in? What may their perspective be on the issue? Are there other ways to accomplish the same goal? Thinking through these questions may help you re-frame the issue as an opportunity for growth. If you've reached a place where you really cannot be more flexible, be ready to have that tough conversation and be thinking about backup plans and options before you start to make permanent changes.

Ensure the type of mistakes that matter most to you are clearly explained in your live-in agreement, in writing in the home, and routinely discussed. If you continue to have issues, consider the following.

- If you find an aide is not performing to your standards, work alongside them to remind them of the proper way to perform the job. For example, take time to let them know what you need (e.g., help making meals for the week on Sundays), and see if a loved one can come over one Sunday to give tips on how they work with you to accomplish this goal. Modeling is a powerful way to teach. It can also help clear up miscommunications since sometimes we think we've stated something clearly, but the other person heard something different than what we meant. Ask if the caregiver would like to have something modeled more than once.
- Ask to be sure they understand and follow up often to make sure things are on track again. Having people repeat back to you what you've discussed in their own words is a really good way to ensure they are hearing what you really said, and understand it fully.
- Remind them that it is okay to ask questions, and you'd rather answer questions than worry about mistakes or miscommunication. Give thanks when questions are asked.
- Give clear timelines for issues to be resolved. Is this something that needs to be fixed today, this week, or this month? What happens if the same issue occurs again?
- Maintain a sense of scale. Let the caregiver know if you think an issue is small (albeit important to you) or very serious. Not everyone has the same perceptions of the gravity of issues, so this should help you and the caregiver be clear on what a gentle reminder is and what a serious conversation about a major concern is.

- Look into talking to a professional counselor or mediator. You can talk to them on your own and get insights on how you can best manage issues, or ask them to come to help manage a meeting with you and your aide. If you have a family member or friend with experience in this area, ask if they would be willing to facilitate some meetings.

4. Terminating live-in staff

If a caregiver repeatedly makes the same errors or does something dangerous, it is time to fire them. Sit them down and let them know that you no longer feel they are the best person for the job. This is a very uncomfortable situation for everyone. Admitting that is okay. You do not have to do this alone. If you feel unsafe or uncomfortable, ensure you have people with you to support you during the conversation. If you have had repeated issues, there is no need to get into detailed talks about those issues again, since you've done that before. Concisely say the agreement is no longer being met, and as such, you need a new live-in caregiver.

- Help them complete their final timesheet and let them know that they must also move out.
- Remind them of their timeline to move out. If they protest, remind them of the agreement, and have a copy ready, to show that if they are no longer employed, they immediately lose their housing and do not have tenancy rights.
- Talk to your landlord about changing locks and/or security codes/cards if needed.
- Begin to advertise for the job again, if you have not already, and think about calling any other care providers you've hired in the past to ask if they can help in the interim.
- Think about updating your advertisement and/or live-in agreement to reflect what you learned. For example, did you realize you need an aide who is a "morning person," who loves the outdoors, who can be flexible on days off?

5. Plan to Keep Working

Like anything else, you will get better at being an employer to a live-in caregiver over time. You may decide you work best with college students, even if that means a new aide each year. You may decide you prefer working with someone older and less active who is happier to stay on the job longer. Keep thinking about what makes each attendant situation good for you—a shared passion, naturally synced up schedules, similar life attitudes, etc. Ensure that you look for people with those traits going forward. Alternatively, if you realized something you thought would be okay really bothers you, put that down as a red flag and remember it as you hire someone else.

A Plan for Long Term Durability

As you age or your needs increase, be sure to have a plan to have help as needed for all of this. See Section “This seems like a lot of work! Who will help me?” for ideas. No matter what, no one will ever replace a parent who has worked full-time and tirelessly to get everything right for you. Most likely, you will need a team of people on board to help you.

The Arc of Northern Virginia’s Transition POINTS Guide “Aging with a Disability” tackles a lot of these issues, which apply to anyone with a developmental disability as they age. You can find the guide here: <https://thearcofnova.org/programs/transition/aging-with-a-disability/>

1. Write down advice to pass along

Once you have worked with live-in caregivers a few times, you will have a much better sense of the work involved and the skills required to be helpful. Then, take some time to write it all down. Write every single small step, tip, and bit of advice you have. Keep a notepad in your house or car so that you can jot down things as they come to you. It is great to ultimately type all of this up, but don’t let that be a hurdle to getting started. Any bit of advice is better than being so daunted by the task you don’t do anything.

2. Communicating with your network

Google has free software called Google Docs where you can create written documents, spreadsheets, photo archives, and other data hubs. You can allow the information you write there to be shared with a set network of people and can give them permission only to view, to comment, or to edit. Using tools like this allows you to create documents that anyone you want to access them can see in their updated form at any time. Similarly, you can create a free small, closed listserv using Google Groups, Yahoo Groups, or similar programs.

Using tools like these gets a support team in the habit of communicating and gets them used to understanding the types of issues you encounter daily or less often that need support. Having a big network of people involved means you have a big potential pool of helpers when you need more support.

3. Handing off bits of your job

One of the hardest pieces of future planning is handing off small bits of your job to other people. However, the more you do this, the more others will be ready to take things on and jump in with both feet when needed. Also, it is challenging to find one person who can do all of the management of live-in aides and everything else in life. However, people are much more inclined to take on small jobs if they have a team to help them.

If you’ve already started with a list of the work you do and/or some google documents with information, it is a good time to take a look at those lists. Are there small tasks you can let someone else try? For example, can someone come in to start facilitating your weekly meetings

with your aide? Or can someone on your support team take over writing ads and responding to applicants? Can someone take over a daily check in call, or writing a monthly greeting card to show love and support?

4. Back up caregivers

No matter how long you think you would like to continue directly managing the live-in aide work, you will need to identify a network of backup caregivers. The caregiver may be sick, take leave, or be terminated and you want people on whom you can call to back you up during this time. Section “Who to Hire and How to Hire: Finding the Right Person for the Job” of this guide discusses finding a live-in aide. You can use those same networks to find backup staff. Hire and screen as many people as you would like in advance and have an entire roster of people to call in the event a need arises.

One of the nice things about backup support is that you are not limited to people who could do the job on an ongoing basis. So, this may mean that grandparents, neighbors, friends, family friends, adult siblings, or other people who cannot live with you may be able to help out temporarily.

You can talk to agencies about providing back up staff, but unless you are using agency directed services all the time, they are unlikely to be willing to manage and be willing to staff someone who they rarely see (and thus for whom they cannot bill for services).

You may also decide that for brief, planned breaks of the live-in aide, you’d like to talk about living back with your parents. Maybe that situation is no longer ideal for every day, but it is a nice opportunity to spend time together on an intermittent basis.

5. Hired advocates

Refer back to Section “This seems like a lot of work! Who will help me?” of this guide for people or organizations you can hire to help you manage finding attendants, but also long-term planning needs.

6. The grass is not always greener

Looking at all of this can easily make you feel overwhelmed, or like this option may not be sustainable overtime. The reality of life is, that can be true of anything. Traditional “group home” models of support meant there was an agency in charge of everything, but that came with the loss of a lot of choice and control, along with the fact that no agency can promise to maintain the same staff or values for decades on end. There is no magic or easy solution when it comes to pairing long-term housing and supports. Always bear in mind you can change your mind and try other models and that you can use a support team to help you.

Appendix A: Sample Live-In Caregiver Agreement

This sample agreement was drafted to reflect a very specific live-in caregiver arrangement. All of the following conditions must be met:

- an individual with a disability, his or her parents, guardian or another household member employ the caregiver (e.g., hire, train, supervise, set schedule, evaluate performance, etc.)
- the caregiver will live, work and sleep in the home of the individual with a disability seven days per week on an ongoing basis
- there is no third-party employer involved, such as another private agency or government entity
- the caregiver primarily provides companion services, in the form of fellowship and protection, to the individual with a disability
- the caregiver does not perform medically related tasks
- the caregiver does not provide general household tasks for persons in the household
- the caregiver does not spend over 20% of work time providing “care” (assisting with activities of daily living such as bathing, dressing, grooming, feeding, ambulating, toileting, transferring, etc. and instrumental activities of daily living such as laundry, housekeeping, maintenance/repairs, bill paying/money management, meal preparation, shopping, transportation, making appointments, etc.).

Sections of this agreement that are in *italics* can be customized based on the needs of the parties to the agreement. While this agreement is structured to comply with Fair Labor Standards Act requirements for the live-in companion arrangement described in this guide, it has not been reviewed by an attorney. It is highly recommended that users have an attorney familiar with federal, state and local labor laws review this agreement before utilizing it.

LIVE IN CAREGIVER AGREEMENT

This agreement (the “Agreement”) is made by and between _____, a _____ (the Employer of Record), and _____, an individual residing at _____ [address] _____ (the “Caregiver”), for the delivery of Companion Services to _____ (the “Service Recipient”).

1. **Parties.**

- a. **Service Recipient** is an individual with a disability who requires assistance to live independently, including Companion Services, delivered in accordance with the Individual’s Service Plan (Attachment A).
- b. **Caregiver** is an individual qualified to provide Companion services to the Service Recipient in the Service Recipient’s owned or leased home. Caregiver is an employee of the Employer of Record for the purpose of providing support services.
- c. **Employer of Record** is the Service Recipient or the Service Recipient’s family or household, which is responsible for recruiting, hiring, directing, and supervising the Caregiver, establishing performance evaluation criteria for the Caregiver and monitoring performance; establishing work schedules and tasks to be completed by the Caregiver; keeping track of the services the Caregiver provides; establishing a system for signing and submitting timesheets; paying the Caregiver and processing the Caregiver’s taxes; and approving Caregiver’s leave requests.

2. **Contractual intent.** In consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows with the intent to be legally bound.

3. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions upon which Caregiver agrees to provide Companion Services as described herein in exchange for the payments and quality oversight services provided by Employer of Record as described herein.

4. **Conditions to Agreement.** The obligations of Employer of Record are subject to the following conditions:

5. **Employee/Independent Contractor Status.** In the performance of this Agreement, the Caregiver is in all respects an employee and is not an independent contractor. Caregiver is not an agent of the Employer of Record and neither the Caregiver nor any of his/her officers, employees, agents or family members, shall have the authority to bind the Employer of Record.

- a. The employee is a domestic service worker residing in the employer’s home and is not entitled to federal, state and/or local minimum wage or overtime payments. *Identify any employee benefits that will be paid by the Employer of Record on the Service Recipient’s behalf (e.g., disability benefits, life insurance, workers compensation, retirement, health insurance, unemployment insurance). Explain how federal and state taxes will be paid. Employer of Record is not required to withhold federal and state income taxes from wages paid to household employees. If annual cash wages of \$2,000 or more are paid to Caregiver,*

then social security and Medicare taxes must be withheld. The taxes are 15.3% of total wages, and the Employer of Record will withhold half, or 7.65% from wages. The remaining 7.65% is the Caregiver's share of these taxes. No social security and Medicare taxes are assessed on room and board provided in lieu of wages) Employer of Record must also pay federal and state unemployment taxes, depending on total cash wages¹].

- b. *[If an employee, identify any restrictions on outside employment (e.g., Caregiver may not engage in other paid employment, including self-employment, during hours and days of the week he/she is scheduled to provide services to the individual under this Agreement).]*

5. Caregiver Obligations

- a. Companion Services: Caregiver shall provide Companion Services in accordance with Service Recipient's service plan (Attachment A), training provided by Service Recipient and Employer of Record, and all applicable laws, regulations and policies.
- b. Insurance: Caregiver shall maintain automobile liability insurance with minimum limits of \$ _____ for any vehicle used to transport Service Recipient.

Caregiver may elect to procure renter's insurance to protect personal belongings located in the Service Recipient's home and Workers' Compensation coverage for him/herself.

- c. Schedule: Caregiver shall work according to the schedule in Attachment B. Caregiver will not revise this schedule without consent of Service Recipient and Employer of Record.
- d. Household Expenses. If "Caregiver" is provided with funds for household expenses, "Caregiver" will keep detailed records on forms provided by "Employer". Caregiver will only make purchases that are approved by "Employer".
- e. Safety: *[address issues regarding weapons, smoking, alcohol use, illegal drugs, pets, preapproval of guests/overnight guests, maintaining current vehicle registration and driver's license, vehicle upkeep, maintenance of home in accordance with safety codes and regulations (or list the terms and conditions in an attachment)].*
- f. Incident Reports: *[detail obligations to submit reports of incidents related to abuse, neglect, exploitation, rights violations, accidents, injuries, etc. in accordance with applicable regulations and policies or list the terms and conditions in an attachment].*

¹ For information on how to determine whether and how much Virginia income tax and unemployment tax will be owed, see <http://www.vec.virginia.gov/employers/faqs/Employer-UI-Tax-Questions#a73> and <http://www.vec.virginia.gov/forms-publications>

- g. Record Maintenance: *[outline obligations to maintain records in accordance with applicable laws, regulations and policies or identify the terms and conditions in an attachment].*
- h. Confidentiality: *[detail obligations to maintain confidentiality and HIPAA compliance in accordance with applicable laws, regulations and policies or list the terms and conditions in an attachment].*
- i. Prevention of fraud and financial abuse: *[detail obligations to prevent fraud and financial abuse in accordance with applicable laws, regulations and policies or list the terms and conditions in an attachment].*
- j. Restrictions: Smoking is prohibited during work hours and inside the house. Personal phone calls are prohibited during work hours. Visitors are not permitted during work hours or overnight. Parties (gatherings of five or more individuals) must be approved by the Employer of Record in advance. The exchanging of gifts, money or other items between the Caregiver and care recipient are not permitted. Other restrictions include:

- k. Non-discrimination: the employee agrees to comply, to the extent applicable, with the requirements of Section 504 of the Federal Rehabilitation Act of 1973, as amended, relating to discrimination against people with disabilities; Title 21 V.S.A. Chapter 5, Subchapter 5, relating to fair employment practices; the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; and agrees further to make compliance with these provisions part of any subcontracts.
- l. Indemnification: The Caregiver agrees to indemnify and hold harmless the Employer of Record, its officers, directors, employees, attorneys, agents, successors and assigns against any claims, costs, obligations or liabilities whatsoever arising from or otherwise relating to the Caregiver's acts, omissions, obligations or performance under this Agreement, including, but not limited to: (a) any lawsuit, settlement and/or judgment, (b) any assessment resulting from any administrative proceeding, such as a claim for unemployment benefits or workers' compensation benefits, (c) any attorney's fees or other costs relating to the defense of any lawsuit and/or administrative proceeding; and (d) any claims or damages relating to Caregiver's unauthorized use or disclosure of Service Recipient's protected health information.
- m. Training Requirements: *[detail obligations to participate in training and to maintain qualifications/certifications or list the terms and conditions in an attachment. Consider first aid/CPR training, seizure management, positive behavior supports, building relationships in the community, communication techniques to use with people who have disabilities, etc.].*

n. Cooperation with Employer of Record.

- i. Communication. Caregiver shall maintain regular communication with Employer of Record regarding Service Recipient's physical and mental condition. Caregiver must immediately notify Employer of Record whenever Service Recipient is out of the care or supervision of Caregiver, including but not limited to: visits to family, temporary care, caregiver vacations, illnesses, incarceration, or other situations that cause the individual to be cared for by anyone other than the Caregiver. Caregiver must submit copies of all incident reports to Employer of Record within [X] hours of an incident and must immediately contact Employer of Record in the event of a serious incident (e.g., life threatening injury or illness, arrest/incarceration, elopement/missing person).
- ii. Access. Caregiver shall provide Employer of Record full access to his/her room in individual's home and to his/her records, at reasonable times with or without advance notice, for the purpose of monitoring the quality of the living environment and the services provided by the caregiver.
- iii. Periodic Announced and Unannounced Inspections. The Employer of Record has the right to conduct periodic announced and unannounced inspections of the Caregiver's service provision throughout the term of this Agreement for the purpose of monitoring the quality of the living environment and the services provided by the caregiver. Periodic is defined as no more than once every four months. No more than one unannounced inspection is permitted per year. The Employer of Record must give the Caregiver at least 24 hours advance written notice of an announced inspection. Prior to the first inspection, the Employer of Record shall submit a checklist of inspection items to the Caregiver so he/she is aware of what the Employer of Record will be reviewing.
- iv. Special Inspections. The Employer of Record has the right to conduct a special inspection upon the Service Recipient's request or if the Employer of Record suspects the Service Recipient is in a dangerous, unsafe, or unhealthy situation; or if abuse or neglect is suspected. The Employer of Record must give the Caregiver at least 24 hours advance written notice of a special inspection.

6. Obligations of Employer of Record

a. Payment for services

- i. Standard number of hours Caregiver will work per week (see schedule in Attachment B): _____
- ii. Payment in lodging and food: the estimated monthly fair value of rent, utilities, Internet, cable and food is \$_____ (See Attachment C). Based on the _____ hour workweek identified in 6(a)(i) above, the hourly value of lodging and food is \$_____/hour. This is the primary payment the Caregiver will receive.

Caregiver is permitted to occupy the Service Recipient's residence at _____ [address] _____ by virtue of his/her employment status. At any time should the Service Recipient no longer need the services of

the Caregiver, or should the Caregiver's services be terminated, the Caregiver shall immediately move from the Service Recipient's unit.

The Caregiver qualifies for occupancy only as long as the Service Recipient needs companion services and lives at this residence. The Caregiver shall abide by all of the Service Recipient's lease terms and with rules and regulations for the property (Attachment C). If the Service Recipient or Employer of Record learns of violations by Caregiver, Caregiver's employment will immediately be terminated and removed from the premises.

Because Caregiver occupies the unit only to provide services to the Service Recipient, if the Service Recipient is absent from the unit for more than one week (7 days and/or nights), Caregiver will vacate the Service Recipient's unit and shall not occupy the unit until the Service Recipient returns.

- iii. Non-work time: Time the Caregiver spends engaging in typical private pursuits, such as eating, sleeping, entertaining, and other periods of complete freedom from all duties is not eligible for payment under this Agreement. Any calls to duty during these otherwise unpaid periods must be paid. There are a certain number of flexible hours built into the work schedule to accommodate such unanticipated calls to duty. If Caregiver consistently bills for these flexible hours over several weeks, Caregiver, Service Recipient and Employer of Record will review the Service Plan and make needed adjustments.
 - iv. Payment of additional wages: Caregiver must request approval **in advance** from the Employer of Record to exceed the approved number of work hours on the schedule. The Caregiver will be paid a wage equivalent to the hourly value of lodging and food, or \$_____/hour.
 - v. Pay period: Payment of any additional wages will be issued on the _____ of the month.
- b. Reimbursement of work-related expenses. The Employer of Record will reimburse the following work-related expenses upon Caregiver's submission appropriate documentation: *[choose what you will pay for and explain how much you will reimburse, what must be submitted]*
- i. Premium differential for automobile liability insurance (Caregiver shall submit documentation showing previous insurance premium and a receipt for payment of premium with increased liability coverage).
 - ii. Gas mileage for trips to take individual to activities. Any miles driven while on the job using the Caregiver's car will be reimbursed at the IRS Mileage Reimbursement Rate, which covers the cost of gasoline as well as general wear and tear on the vehicle. Caregiver will maintain a mileage log and submit to Employer of Record for reimbursement at the end of the pay period.
 - iii. Other work-related expenses. All other work-related expenses must be pre-approved by the Employer of Record and shall be reimbursed at cost. Caregiver shall keep all receipts and submit to employer for reimbursement at the end of the pay period.

c. Leave.

- i. **Regular Leave:** The Caregiver is entitled to ____ hours of regular leave for the twelve month period beginning on the Commencement Date of this Agreement, and each twelve month period thereafter. Leave may be taken for any reason, but it must be requested in writing to the Employer of Record at least ten days in advance and must be approved in writing by the Employer of Record before it may be taken. Unused regular leave cannot be carried over from year to year.
- ii. **Sick Leave:** The Caregiver is entitled to _____ hours of sick leave for the twelve month period beginning on the Commencement Date of this Agreement, and each twelve month period thereafter. Sick leave may be taken if the Caregiver or his/her children are ill or injured. It must be requested to the Employer of Record as soon as the need is known, preferably by phone or email and must be approved by the Employer of Record verbally or by email before it may be taken. Unused sick leave cannot be carried over from year to year.
- iii. **Holiday Leave:** The Caregiver is entitled to the following paid holidays:

<input type="checkbox"/> New Year's Day	<input type="checkbox"/> Martin Luther King, Jr.'s Birthday
<input type="checkbox"/> President's Day	<input type="checkbox"/> Memorial Day
<input type="checkbox"/> July 4 th	<input type="checkbox"/> Labor Day
<input type="checkbox"/> Thanksgiving Day	<input type="checkbox"/> Christmas Day
<input type="checkbox"/> _____	<input type="checkbox"/> _____

- iv. **Unentitled Leave:** If the Caregiver requests additional regular, sick or holiday leave beyond what he/she is entitled to in any twelve month period as outlined above ("Unentitled Leave"), it is at the Employer of Record's discretion to approve. However, any Unentitled Leave granted will result in the Employer of Record assessing the Caregiver a room and board fee equivalent to the hourly wage multiplied by the number of hours of leave taken.

- d. **Quality Oversight and Assistance.** The Employer of Record shall provide administrative and support services to monitor the quality and effectiveness of the [support services] provided to the Service Recipient and to provide assistance as needed to the Caregiver. Such administrative and support services shall include the following:

[describe scope of Employer of Record's services, e.g., site inspections, trainings, emergency assistance, etc.]

7. Agreement Term and Termination

- a. **Agreement Term.** The term of the Agreement shall be _____, commencing on _____ ("Commencement Date") and terminating on _____ ("Termination Date"), unless sooner terminated in accordance with the terms provided in this Agreement. This Agreement may be renewed upon agreement of the parties if the Caregiver has met all conditions and obligations of this Agreement. In the event the parties continue their relationship after the Termination Date, the provisions of this

Agreement shall govern until such time as a revised Agreement has been signed by both parties.

- b. Termination without cause. Except as otherwise provided in this Agreement, either party may terminate this Agreement without cause upon ___ days written notice to the other party. The Caregiver is responsible for producing all required documentation and personal property of the Individual within ___ business days of the termination or as otherwise negotiated with the Employer of Record. The parties may agree in writing to waive, shorten or lengthen notice period to the extent permitted under applicable law and regulation.
- c. Termination with cause or upon occurrence of a specified condition. The Employer of Record shall have the right to terminate this Agreement with or without advance notice upon the occurrence of any of the following circumstances:
 - i. The Individual choose to move or dies.
 - ii. The Individual is incarcerated in a correctional facility or transferred to a nursing home, group home or other living arrangement.
 - iii. After the thirty-first (31st) consecutive day of hospitalization of the Individual by providing five (5) business days written notice to the Caregiver.
 - iv. Caregiver has been charged with a criminal offense.
 - v. Caregiver has breached an obligation under the Agreement or failed to satisfy required conditions of the Agreement.
 - vi. Caregiver has had X unexcused absences from work or Y unexcused late arrivals to work.
 - vii. Caregiver has engaged in any of the following activities:
 - 1. Alcohol or drug use on the job
 - 2. Reporting to work intoxicated
 - 3. Verbal, physical or sexual abuse of the Service Recipient
 - 4. Dishonesty
 - 5. Stealing
 - 6. Misuse of household funds
 - 7. Breach of Service Recipient's confidentiality
 - 8. Unapproved visitors
 - 9. Smoking while on duty or inside the unit while off duty
 - 10. Overuse of cellphone or computer while on duty
 - 11. Failing to report any money or gifts given to Caregiver by Service Recipient
 - 12. Use of pornographic written or electronic material
 - viii. The Employer of Record determines, in its sole discretion, that the Individual is in a dangerous, unsafe, or unhealthy situation; or if abuse or neglect is suspected; or if, in the sole discretion of the Agency, the best interests of the Individual require that the Caregiver placement with the Individual terminate.
 - ix. The funding that the Service Recipient or Employer of Record receives from public or private sources, including State and federal sources, for the purpose of supporting the Service Recipient is eliminated or reduced below the level in existence on the commencement date of this Agreement.

- x. Upon the occurrence of an event described under subsections iv – vi above, the Employer of Record shall have the option to suspend the Agreement with or without advance notice by removing the Individual until Caregiver comes into compliance, in which case Caregiver will not be paid for the period of suspension.
 - d. Final payment. Upon termination of this Agreement, payment to the Caregiver will be limited to amounts invoiced for service rendered prior to the termination of the Agreement. The Agency reserves the right to withhold final payment to the Caregiver until all required documentation and personal property of the Individual is returned.
8. Attorney's Fees. In the event of any breach of this agreement, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs incurred by the other party in the enforcement of this agreement or suit for recovery of damages. The prevailing party in any suit instituted arising out of this agreement will be entitled to receive reasonable attorneys' fees and costs incurred in such suit.
 9. Amendment. This Agreement supersedes all prior oral and written agreements between the parties and constitutes the entire agreement between the parties. This Agreement may be supplemented, amended or revised only in writing and signed and dated by the parties.
 10. Assignment. This Agreement shall not be transferred or assigned by either party without the prior written permission of the other party, but nothing in this section is intended to prevent the Caregiver from employing or contracting with and using a substitute caregiver to provide assistance with some of the Caregiver's duties under this Agreement while on Employer of Record-approved leave. Such substitute caregivers are not assignees. Nothing in this Agreement is intended to permit the transfer of this Agreement to the spouse or other family member of the Caregiver without the express written permission of the Agency.
 11. Binding Effect. This Agreement is for the benefit of and is binding upon the parties, any agency or any assignees of either party for whom permission has been given by the other party under Section 9 (Assignment) of this Agreement.
 12. Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default of this Agreement, and the failure by either party to exercise any right under this Agreement shall not constitute a waiver of that right.
 13. Third Party Beneficiaries. Except as provided in Section 10 (Binding Effect), nothing in this Agreement, express or implied, is intended or shall be construed to confer any rights or benefits upon any person, corporation or entity other than the parties to this Agreement, and all of the terms, covenants and conditions of this Agreement shall be for the sole and exclusive benefit of the parties to this Agreement, their successors and when agreed to, their assigns.
 14. References to Caregiver. The "Caregiver" is the person or persons listed at the beginning of this Agreement for Services. The Caregiver is referred to in the singular throughout this Agreement as a matter of convenience. If there is more than one Caregiver listed at the beginning of this

Agreement, each Caregiver must execute this Agreement and this Agreement shall be binding upon each such Caregiver.

15. Attachments incorporated. All terms and conditions set out in Attachments (*list attachments*) are hereby incorporated into the Agreement and shall be considered as part of the Agreement.

16. Dispute Resolution. [*insert preferred dispute resolution terms*]

WE THE UNDERSIGNED PARTIES ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT.

(Include Signature and Date)

Caregiver:

Caregiver

Date

Employer of Record:

Name

Date

ATTACHMENT A

Companion Service Plan for _____

Section A: General Information about the Service Recipient

1. Describe this person's general disposition from day to day. _____

2. What is this person like around people he/she knows? _____

3. What is this person like around people he/she doesn't know or has only met a few times? _____

4. What kinds of environments and situations does this person enjoy? How do you know? _____

5. What kinds of environments and situations are unpleasant for the individual? How do you know? _____

6. What does the person like to do for fun? _____

7. What activities does this individual not like to do? What happens when he/she participates in them? _____

8. Who does this person enjoy being around? _____

9. Who does this person avoid being around? What happens if he/she has to be around them? _____

10. What kinds of foods does this person like? _____

11. What kinds of foods does this person not like? What happens if he/she eats them? _____

12. What are this person's major talents, strengths and abilities? What do people compliment this person for? _____

Section B: Basic Support Needs

13. Basic information about the individual needing services:

a. Date of Birth _____

b. Diagnosis _____

14. What type of support does this individual need with activities of daily living? (place an "X" next to the type of support needed for each task)

Task	Total Physical Assistance	Assistive Technology/ Adaptive Device	Hand Over Hand Assistance	Physical Prompts	Verbal Cues	Picture or Photo Cues	No Support	Other (describe)
Bathing								
Toileting								
Grooming								
Dressing								
Eating								
Walking								

15. What type of support does this individual need with independent living skills? (place an "X" next to the type of support needed for each task)

Task	Total Physical Assist.	Assistive Tech/ Adaptive Device	Hand Over Hand Assist.	Physical Prompts	Verbal Cues	Picture or Photo Cues	No Support	Other (describe)
Shopping								
Meal Preparation								
Paying Bills								
Reading Mail								
Taking Medication								
Doing Laundry								
Housecleaning								
Doing Dishes								
Taking Out Trash								
Using Telephone								
Calling 911								
Exiting Home Safely in Emergency								
Locking Door & Windows/ Answering Door Safely								
Reporting Repairs								

16. Does this individual have any other specialized care or support? (circle one)
- a. Yes, medical care including skilled nursing
 - b. Yes, medical care but not skilled nursing
 - c. Yes, assistance taking medications only
 - d. Yes, behavioral supports that require frequent intervention
 - e. Yes, behavioral supports that require occasional intervention
 - f. Other (describe) _____
 - g. No, no specific other supports are needed
17. Does the individual need assistance with mobility? (circle one)
- a. Yes, total assistance
 - b. Yes, some assistance
 - c. No, the individual can independently operate an assistive device (e.g., wheelchair)
 - d. No, the individual needs no assistance with mobility
 - e. The individual does not need assistance now but likely will need supports in the future
18. How does this individual communicate? (circle one)
- a. Verbally – clear with functional vocabulary
 - b. Verbally – functional vocabulary but difficult to understand
 - c. Verbally – clear but limited vocabulary
 - d. Uses vocalizations (e.g., grunts, squeals, hums, clicks, cries)
 - e. Sign language – clear with functional vocabulary
 - f. Sign language – functional vocabulary but difficult to understand
 - g. Sign language – clear but limited vocabulary
 - h. Pictures or photographs
 - i. Typing
 - j. Blinking
 - k. Other (describe): _____
19. Does this individual require any specialized adaptive equipment (e.g., a communication device or medical equipment)?
- a. Yes, multiple items or items with which the individual needs assistance
 - b. Yes, but the individual can operate and maintain these items with some independence
 - c. Yes, but the individual can operate and maintain these items with total independence
 - d. No, no specialized equipment is used
20. Describe any adaptive equipment or assistive technology the individual uses: _____
- _____
- _____

errands, to appointments, or to social events. The provision of “protection” means to be present with the person in their home, or to accompany the person when outside of the home, and to monitor the person’s safety and well-being. Companionship services also include the provision of care, when the care is provided attendant to and in conjunction with the provision of fellowship and protection, and does not exceed 20 percent of the total hours worked per individual and per workweek. The provision of “care” means assisting the person with:

- Activities of Daily Living (ADLs) such as dressing, grooming, feeding, bathing, toileting and transferring;
and
- Instrumental Activities of Daily Living (IADLs) which are tasks that enable a person to live independently at home, such as meal preparation, driving, light housework, managing finances, assistance with the physical taking of medications, and arranging medical care.

Caregiver is expected to perform the following types Companionship activities, in accordance with the schedule in Attachment B:

General Activity	Specific Description (include days of week, times of day, type of assistance needed)
Fellowship	
Conversation	
Reading	
Games	
Crafts	
Walks	
Errands	
Appointments	
Social events	
The following activities shall not exceed 20% of the total hours per workweek	
ADLs	
Dressing	

Grooming	
Eating/Feeding	
Bathing	
Toileting	
Transferring	
Ambulation	
IADLs	
Meal Preparation	
Driving	
Light Housework	
Laundry	
Shopping	
Budgeting	
Bill Paying	
Reading Mail	
Assistance with Self Administration of Medications	
Arranging Medical Care	
Transportation	
Using Phone	
Home Maintenance	

ATTACHMENT B

CAREGIVER WORK SCHEDULE

<input type="checkbox"/> Sat	Begin: _____ am/pm	End: _____ am/pm	
	Begin: _____ am/pm	End: _____ am/pm	Daily Hours ____
<input type="checkbox"/> Sun	Begin: _____ am/pm	End: _____ am/pm	
	Begin: _____ am/pm	End: _____ am/pm	Daily Hours ____
<input type="checkbox"/> Mon	Begin: _____ am/pm	End: _____ am/pm	
	Begin: _____ am/pm	End: _____ am/pm	Daily Hours ____
<input type="checkbox"/> Tue	Begin: _____ am/pm	End: _____ am/pm	
	Begin: _____ am/pm	End: _____ am/pm	Daily Hours ____
<input type="checkbox"/> Wed	Begin: _____ am/pm	End: _____ am/pm	
	Begin: _____ am/pm	End: _____ am/pm	Daily Hours ____
<input type="checkbox"/> Thurs	Begin: _____ am/pm	End: _____ am/pm	
	Begin: _____ am/pm	End: _____ am/pm	Daily Hours ____
<input type="checkbox"/> Fri	Begin: _____ am/pm	End: _____ am/pm	
	Begin: _____ am/pm	End: _____ am/pm	Daily Hours ____

Weekly Flex Hours (e.g., for nighttime wake up calls) _____

Total Weekly Hours _____

ATTACHMENT C
 Lodging and Board Calculation
 Service Recipient Lease
 Property Rules and Regulations

Name	Relationship	Number of Bedrooms Occupied
	Service Recipient	
	Caregiver	

Total Bedrooms Occupied: _____

Pro-rata Share of Bedrooms Occupied by Caregiver: _____ % (Caregiver Bedrooms / Total Bedrooms)

The lodging and board calculation is based on an estimated monthly fair value of the total rent, utilities, Internet, cable and food:

Full Monthly Rent for the Unit	\$
Utilities	\$
Average Electric/Month	\$
Average Gas/Month	\$
Average Water/Month	\$
Average Trash/Month	\$
Average Oil/Month	\$
Average Internet/Month	\$
Average Cable/Month	\$
Average Food for Two/Month	\$
TOTAL	\$
x Caregiver's Pro-rata Share	%
Caregiver's Monthly Lodging and Board Calculation	

Appendix B: Live-In Aide Lease Addendum

This Live-in Aide Addendum dated _____, is attached to and made a part of the Lease dated _____ by and between _____ (Landlord) and _____ (Tenant(s)) for apartment number _____ in _____ Apartments is hereby amended with the addition of this Addendum. Unless terminated or modified as provided herein, this Addendum shall remain in force throughout the term of the Lease.

DEFINITION OF LIVE-IN AIDE

A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and who:

- (1) Is determined to be essential to the care and well-being of the person(s);
- (2) Is not obligated for the support of the person(s); and
- (3) Would not be living in the unit except to provide the necessary supportive services.

PURPOSE OF A LIVE-IN AIDE

A live-in aide is permitted by the Landlord to occupy the Tenant's unit as a reasonable accommodation to the Tenant's disability only as long as the Tenant requires the services of a live-in aide to be able to successfully live in these premises, perform daily living activities, and meet the lease terms. At any time should the Tenant no longer need the services of the live-in aide, the Tenant shall insure that the aide immediately move from the Tenant's unit.

1. **SCREENING:** Tenant and the proposed Live-in aide agree to provide the Landlord with all information necessary for the Landlord to screen the live-in aide to determine whether the aide meets Landlord's reasonable occupancy criteria for Live-in Aides.
2. **LIVE-IN AIDE HAS NO RIGHTS OF OCCUPANCY:** The live-in aide qualifies for occupancy only as long as the Tenant needs supportive services and remains a Tenant. The live-in aide has no rights to occupancy, even if the Live-in Aide is a family member of the Tenant, and may not qualify for continued occupancy as a remaining family member. To be permitted to occupy the unit, the Live-in Aide must complete and sign the Live-in Aide Agreement.

3. **TENANT'S LEGAL AND FINANCIAL RESPONSIBILITY:** As the Tenant and the employer of the live-in Aide who will occupy these Premises the Tenant has the following legal and financial duties:
 - a. Tenant agrees to indemnify, defend, and hold Landlord harmless from and against any and all claims, actions, suits, judgments, and demands brought by any other party on account of or in connection with any activity or damage caused by the live-in aide.
 - b. Tenant will insure that the live-in aide abides by all lease terms and with Landlord's rules and regulations. If Tenant learns of violations by the Live-In Aide, the Tenant will immediately terminate the services of the live-in aide and remove the live-in aide from the premises.
 - c. Tenant understands that the Live-in Aide is considered a guest of the Tenant and as such, the Tenant is responsible for the actions of the live-in aide while on the premises. The Live-in Aide's violations of the lease terms and Landlords rules and regulations could result in the termination of the Tenant's lease.

4. **TENANT'S ABSENCE FROM THE UNIT:** Because the live-in aide occupies the unit only to provide services to the Tenant, if the Tenant is absent from the unit for more than one week (7 days and/or nights), the live-in aide will vacate the Tenant's unit and shall not occupy the unit until the Tenant returns.

5. **RECERTIFICATION OF THE TENANT'S NEED FOR THE LIVE-IN AIDE:** The Landlord has the right to periodically recertify the Tenant's need for the continued occupancy by the Live-in Aide. Upon request, the Tenant agrees to provide Landlord with any information necessary to confirm his/her continued need of the services of the Live-in Aide.

6. **POLICY CHANGES:** Management reserves the right to alter or amend any of the above stated policies. In the event of a Live-In Aide Policy change, Management will provide thirty (30) days' notice to the Tenant of the proposed change(s), and whenever appropriate will provide the Tenant with a revised Live-in Aide Addendum to sign.

7. This addendum is incorporated into the Lease Agreement and the Tenant agrees to abide by each and all such rules. Failure to comply may allow the Landlord to terminate the Lease Agreement as provided by the State's landlord/tenant laws

8. Tenant has read this Live-in Aide Agreement and agrees to comply with the terms of the Agreement and such rules and regulations as may be reasonably adopted from time to time by the Landlord.

SIGNATURES

TENANT(S)

1. _____

DATE SIGNED

2. _____

DATE SIGNED

LANDLORD

BY: _____

DATE SIGNED

THIS PROPERTY OPERATES IN ACCORDANCE WITH FAIR HOUSING LAWS. WE DO NOT DISCRIMINATE AGAINST ANY PERSON IN THE TERMS, CONDITIONS OR PRIVILEGES OF SALE OR RENTAL OF A DWELLING OR IN THE PROVISIONS OF SERVICES OF FACILITIES IN CONNECTION THEREWITH, BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN.

LIVE-IN AIDE QUESTIONNAIRE

Name of Tenant who will receive my services: _____

Name of Live-in Aide: _____

Current Address: _____

Telephone: HOME _____ CELL _____

Birthday _____ Social Security No _____ Sex _____

1. Are you currently employed? YES NO

If yes, please provide following:

Name of current employer:

Address: _____

Telephone No.

Length of Employment:

2. For all previous addresses during past 5 years, please list:

(attach additional pages if needed)

1. Dates of tenancy:

Address:

Landlord's name:

Landlord's telephone number:

2. Dates of tenancy:

Address:

Landlord's name:

Landlord's telephone number:

3. Have you been evicted from an apartment community

during the past 5 years for committing lease violations? YES NO

If yes, please explain:

4. Have you been involved in any legal actions, including arrests,

adjudications, criminal or civil actions during the past 10 years? YES

NO

If yes, please explain:

5. Are you listed on any state's sex offender registration? YES
NO
6. Do you illegally use, purchase or sell controlled substances? YES
NO
7. Do you abuse alcohol? YES
NO
8. Do you agree to abide by all Lease terms YES
NO
and the Landlord's community rules and regulations?
9. Do you understand that your occupancy will be YES
NO
terminated should you fail to comply with the
Landlord's community rules and regulations?
10. Do you agree to vacate the unit during any time period YES
NO
during which the Tenant is absent from the unit for longer
than one week (7 days and/or nights)?
11. Do you understand that you are occupying this property YES
NO
only to provide personal care services to the Tenant
listed above, and therefore, you have no rights to continued
occupancy of the Tenant's unit should the Tenant vacate
the unit for any reason?

I hereby certify that I have carefully read the Live-in Aide Questionnaire, understand all of its content, and have provided true and correct answers to all questions.

Live-in Aide

Date

I hereby certify that I have carefully reviewed all information provided by the Live-in Aide in response to the Live-in Aide Questionnaire, and to my knowledge the Live-in Aide has provided true and correct information and answers.

Tenant

