



HCBS-Waiver Self Directed Services Live-In Caregiver Agreement LIC and Program Participant

Participant’s Name: _____ **CIN:** _____, an individual enrolled in the Home and Community Based Services (HCBS) Waiver, has chosen to Self-Direct the supports and services they receive through OPWDD and has a desire to live independently in a non-certified residential setting in the community. They have decided with their respective Planning Team/COS that the best opportunity for growth, safety and independence is to include a Live-In Caregiver in their residence.

The purpose of the Live-In Caregiver is to assist in helping to prepare the Program Participant to one day live on their own. **As per the “Self-Direction Guidance for Providers”, Live-in Caregiver is an HCBS Waiver service that utilizes an unrelated care provider who resides in the same household as the waiver participant and provides as-needed supports to address the participant’s physical, social, or emotional needs so that the participant can live safely and successfully in his or her own home.**

The purpose of this document is to establish guidelines pertaining to the roles, responsibilities, and duties of the Live-In Caregiver (LIC) and the Self-Directed Program Participant (PP).

1) This relevant parties for this live-in caregiver agreement are as follows:

- Program Participant (PP) - _____
Program Participant’s Full Name
- Live-in Caregiver (LIC) - _____
Live-In-Caregiver Full Name

Although not bound by this agreement but worthy of mention are the PP’s Planning Team/COS which may include:

- Independent Support Services (ISS Inc.) – Acting as Fiscal Intermediary (FI) with overall oversight and budgetary responsibilities related to the PP.
- The Self-Direction Support Broker, Self-Direction Coordinator from ISS Inc., the Care Manager, family and/or friends that PP includes on their team.

2) The LIC is required to live in the residence together with the PP, and provide as best as possible a friendly, caring, “family” type atmosphere where the PP is able to feel “at home”, in their own home. **The PP must reside in and have tenancy rights to the residence.**

3) **SCHEDULE:** The LIC is required to be in the home:

Monday	from	__ : __	_ .m.	to	__ : __	_ .m.
Tuesday	from	__ : __	_ .m.	to	__ : __	_ .m.
Wednesday	from	__ : __	_ .m.	to	__ : __	_ .m.
Thursday	from	__ : __	_ .m.	to	__ : __	_ .m.
Friday	from	__ : __	_ .m.	to	__ : __	_ .m.
Saturday	from	__ : __	_ .m.	to	__ : __	_ .m.
Sunday	from	__ : __	_ .m.	to	__ : __	_ .m.

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LIC TIME OFF NOTIFICATION PROCEDURE

All vacation and time-off needs to be requested/discussed with PP and Planning Team/COS _____ week(s) prior to the first day LIC will be absent.

LIC Initials

BACKUP PLAN - Please outline the Backup Plan designed by the planning team to support the PP during the event of LIC Absence. The outline should enumerate the actions to be taken and the specific person (role) in the circle responsible for each action. (Note - It is the Planning Team/COS responsibility to coordinate and activate the backup plan to support PP during LIC's absence.)

Required - Describe the expectation for the backup plan including specific activities. You can type the information in this section or submit an additional document with self-direction designee's/ legal guardian signature.

I agree to provide back-up supports as noted above in accordance with the guidelines of this document.

 Back-up Plan Provider

 Date

- 4) It is understood by all parties that the LIC is **not related by blood or marriage** to the PP. The LIC has no control or authority of any nature over decisions regarding the PP's resources. LIC role is to provide guidance, supervision, and general oversight as it pertains to the daily activities of running a shared household, such as cooking, cleaning, garbage removal, etc.
- 5) It is understood by all parties that the PP is an independent adult, choosing not only to direct the supports and services they receive, but also has the right to direct their own personal life as well. The LIC may and is expected to provide guidance, advice, and supervision at the level that the individual PP permits, but final decision making is the right of the individual PP.
- 6) It is understood by all parties that, as an independent adult the PP is free to come and go, as they please (with or without staff supports) and does not "need permission" from the LIC for most things, but it is mutually agreed that the PP and the LIC:
 - a) Will keep each other informed of each other's whereabouts.
 - b) Respect each other and their rights as a member of the household and as housemates.
 - c) Respect each other's privacy, belongings, and personal property.
- 7) The LIC is expected to advocate for, and on behalf of, the PP whenever possible and at whatever level agreed upon and permissible by the PP. The LIC will take special care **not** to overly influence, coerce, or take advantage of the PP in any way.

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- 8) It is understood by all parties the role of the LIC is separate and distinct from the duties of the Community Habilitation (Com Hab); therefore, it doesn't include assistance with activities of daily living or medically related services.

LIC Initials

This "separate and distinct" role of the LIC is not meant to exclude the LIC from participating and being involved in the execution of the Life Plan as it relates to activities in the home. The LIC is expected to attend all Life Plan and Planning Team/COS meetings to which they are invited.

In some authorized cases, the LIC can also be employed as a Com Hab staff. When Support Staff are unable to work, and PP needs assistance with Com Hab goals or activities associated with Valued Outcomes, LIC may provide the support and will complete a Com Hab timesheet. Days and hours worked, as well as activities supported per the Staff Action Plan, should be reflected on the timesheet. The level of participation of the LIC in the Com Hab and SEMP plans is at the discretion of the PP's and the Planning Team/COS.

- 9) **AKNOWLEDGEMENT OF SAFEGUARDS:** It is agreed by all parties that the LIC is expected to keep ISS Inc. and Planning Team/COS members fully informed of any concerns on a regular basis, as well as, on an as-requested basis. The LIC must review and have knowledge of the Life Plan as well as the Com Hab and SEMP plans including the associated Valued Outcomes and Safeguards as defined in Life Plan and Staff Action Plan.

LIC Initials

I, _____ (LIC), attest that I have read and understand the Safeguards and Valued Outcomes for _____ (PP), as stated in their Life Plan and Staff Action Plan.

- 10) **ROLE AND RESPONSIBILITIES:** LIC is a companionship service and includes the provision of Fellowship and Protection. It is understood by all parties that this document is a "living document" as it relates to the specific day-to-day responsibilities of the LIC, and as such, the responsibilities of the LIC may change and evolve over time as the PP learns and improves on their daily living skills.

- a. **Fellowship:** Defined as the responsibility of engaging the PP in social, physical and mental activities, such as conversation, reading, games, craft or accompanying the PP on walks, on errands and social events, etc.

LIC Initials

Required - Describe the expectation for the level of companionship service (Fellowship) provided by the LIC including specific activities.

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- b. **Protection:** Defined as the responsibility to monitor the PP's safety and well-being, while at home and when accompanying her/him outside of their home.

Required - Describe the expectation for the level of companionship service (Protection) provided by the LIC including specific activities.

Relevant Contact Information: Please provide the names and phone numbers of the contacts the PP wishes to provide to the LIC to ensure the best communication and care.

SD Broker: _____

Care Manager: _____

Parent/Guardian: _____

Other: _____

- 11)** This agreement has a 3-month probationary period, during which it can be terminated by any party for any reason. If terminated, the LIC has 72 hours to remove their property and return their keys to the designated member of the Planning Team/COS: _____.
- 12)** After a satisfactory 3-month probationary period, it is agreed by all parties that 30 days' notice must be given prior to the termination of this agreement. Any instances of abuse, illegal activities, or activities consider a detriment to the health and safety of PP, would invalidate the 30 days' notice requirement, and LIC would be required to leave immediately.
- 13) QUALITY ASSURANCE:** Upon receipt of an allegation of abuse/neglect, or any form of mistreatment, the LIC will be suspended for the duration of the investigation and will be required to leave the residence until the completion of the investigation, for the safety of the PP. If the investigation determines the allegation is substantiated, the LIC must remove their property within 24 hours, and can only do so, when the PP is not at home. If the allegation is unsubstantiated, the PP and the Planning Team/COS will determine if the relationship between PP and the LIC should continue. If it's determined that the relationship should not continue, 30 days' notice by either party will be given to terminate this agreement.
- 14) Room and board as described above will be provided to the LIC free of charge.** The LIC will be provided room and board (rent, utilities, and food) as the only reimbursement associated with satisfactorily performing his/her duties. It is understood that the board stipend is dependent upon the PP's budget and OPWDD pricing parameters. The LIC will not be directly reimbursed for any expenses accrued. PP should keep record of the expenses that can be reasonably related to room and board charges for the LIC and will provide them to ISS Inc. monthly.

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- 15) **HOSPITALIZATIONS:** Should the PP be absent due to circumstances such as hospitalizations greater than a month or other circumstances where the cost cannot be reimbursed by the FI, the FI would review the room and board expenses with the PP's team/COS but the LIC &/or PP may be responsible for the cost of those expenses.
- 16) It is understood by all parties that the LIC must be cleared to work by ISS Inc., pursuant to state and federal regulations, before they move into PP's residence.
- 17) The LIC is expected to maintain and submit, as required, all records and documentation required by ISS and/or the OPWDD.
- 18) The LIC agrees to maintain a valid NYS driver's license, as well as, an operational and insured motor vehicle available for emergencies. The LIC agrees to notify the PP, the Planning Team/COS, and ISS immediately should this condition not be met.
- 19) It is understood by all parties that this is an "arm's length agreement", and as such, all parties have had an equal voice in its contents; have had an opportunity to access legal services to review its contents; and have freely chosen to sign.
- 20) This Live-In Caregiver Agreement must be reviewed at the Life Plan meetings, or at least once a year, from the Date this agreement becomes effective.
- 21) **Effective Date:** LIC services begin the date on or after this agreement has been executed and LIC has formally moved in. Effective Date ____/____/____ Renewal Date ____/____/____

Live-In Caregiver

Date

Self-Directed Program Participant

Date