



**Live-In Caregiver Agreement between Participant and LIC**

**Live-in Caregiver (LIC) Defined:** The LIC is a care provider who resides in the same household as the individual and provides as-needed supports to address the individual’s physical, social, or emotional needs in order for the individual to live safely in his or her own home. The LIC may not be related to the individual by blood or marriage. The LIC cannot be someone who has control or authority over decisions regarding the individual’s resources. Furthermore, the individual must reside in his/her own home or leased residence, and be directly responsible for the residence as documented by a Mortgage Statement or Lease Agreement.

Live-in Caregiver (LIC) is a companionship service and includes the provision of fellowship and protection. Fellowship means engaging the individual in social, physical and mental activities such as reading, conversation, games, crafts, or accompanying the individual on walks, social events, etc.

Protection means being present with the individual in his or her home, or to accompany the individual when outside of the home to monitor the individual’s safety and well-being. The LIC role **does NOT include** assistance with activities of daily living (ADL’s) or medically related services.

***All boxes below MUST be completed***

<b>Individual’s Name:</b>	
<b>Address:</b>	
<b>TABS:</b>	<b>MEDICAID:</b>
<b>Telephone:</b>	<b>Email:</b>
<b>Name of LIC:</b>	
<b>LIC acknowledges that room &amp; board are being provided free of charge. No payment for the Live-in Caregiver service will be made directly to the LIC.</b>	<b>Initials of LIC:</b>
<b>LIC understands their role of providing a companionship service.</b>	<b>Initials of LIC:</b>
<b>LIC understands their role does not include assistance with activities of daily living or medically related services.</b>	<b>Initials of LIC:</b>
<b>It is agreed upon that the Live-in Caregiver is expected to be available to act in the LIC capacity during the following days and times:</b>	
Sunday: _____ am / pm	
Monday: _____ am / pm	
Tuesday: _____ am / pm	
Wednesday: _____ am / pm	
Thursday: _____ am / pm	
Friday: _____ am / pm	

LIC ATTACHMENT A

**Saturday:** \_\_\_\_\_ **am / pm**

**Describe the expectations on the level of companionship service provided by the LIC, including specific activities associated with fellowship and protection:**

**FELLOWSHIP** – Defined as the responsibility of engaging the individual in social, physical and mental activities; such as conversation, reading, games, craft or accompanying the Individual on walks, errands, to appointments and social events

**PROTECTION** – Defined as responsibility to monitor the individual’s safety and well-being, while at home and when accompanying her/him outside of her/his home.

**Provide contingency plan/backup plan for the individual should the LIC be unable to perform fellowship and protection activities as described in this agreement:**

Should the LIC be unable to perform duties as assigned for fellowship, the Individual may reach out to the support team, including but not limited to the broker, care manager, FI and natural supports for assistance.

**Defined process to be followed should this LIC Agreement require an early termination, including when there is a concern regarding the individual’s health and safety:**

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 home (or apartment) until the completion of the investigation, for the safety of the Individual. If the investigation determines the allegation is substantiated, the LIC must remove her/his property within 24 hours, and can only do so, when the PP is not at home. If the allegation is unsubstantiated, the Individual and the Planning Team/COS will determine if the relationship between Individual and the LIC should continue. If it has determined that it cannot, 30 days' notice by either party will be given to terminate this agreement.

**Define who will be responsible for the LIC’s room and board costs in situations where the costs cannot be reimbursed by the Fiscal Intermediary. (e.g., the individual is hospitalized for an entire month or longer)**

Should the Individual be absent due to circumstances such as hospitalizations greater than a month, or circumstances where the cost cannot be reimbursed by FI, the LIC would be responsible for the cost of her/his food expenses. The FI would continue to pay the rent and utilities.

**LIC AGREEMENT START DATE:** \_\_\_\_\_ (Date must be on or prior to the day LIC services begin)

**SIGNATURE of INDIVIDUAL/DESIGNEE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE of Live-in Caregiver:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



**LIC and Individual Agreement Reviewed (Annually)**

<b>Date</b>	<b>Individual</b>	<b>LIC</b>	<b>Comments</b>