

SAMPLE AGREEMENT FOR A LIVE-IN CAREGIVER

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 ***personal assistance services (PAS)*** to the individual with a disability, in the form of assistance and support with activities of daily living and instrumental activities of daily living (e.g., 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.). More than 20% of the caregiver's weekly work time is spent on these tasks.
- the caregiver does not perform medically related tasks

This agreement assumes that the caregiver will receive payment in the form of free lodging and food, which will cover a specific number of hours per week of support valued at or above the hourly minimum wage. Any remaining hours per week of support will be paid in monetary form at or above the hourly minimum wage. ***Please note, if an outside source such as a rent or food assistance program subsidizes the housing and/or the food, the subsidy cannot be considered as payment for hours worked.***

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 caregiver arrangement described above, 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
Caregiver Services to _____ (the "Service Recipient").

1. **Parties.**

- a. **Service Recipient** is an individual with a disability who requires assistance to live independently, including Caregiving Services, delivered in accordance with the Individual's Service Plan (Attachment A).
- b. **Caregiver** is an individual qualified to provide caregiving 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.

In consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

2. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions upon which Caregiver agrees to provide Caregiving Services as described herein in exchange for the payments and quality oversight services provided by Employer of Record as described herein.
3. **Conditions to Agreement.** The obligations of Employer of Record are subject to the following conditions:
4. **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 overtime wage 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. No social security and Medicare taxes are assessed on room and board provided in lieu of wages. 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*

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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.) Employer of Record must also pay federal and state unemployment taxes, depending on total cash wages'].

- b. *[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. Personal Care Services: Caregiver shall provide Personal Assistance Services (PAS) 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 funds for household expenses, Caregiver will keep detailed records on forms provided by Employer of Record. Caregiver will only make purchases that are approved by Employer of Record.
- 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].*
- 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].*

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- 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 is not permitted. Other restrictions include:

- k. 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.

- l. 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.].*

- m. 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 Service Recipient 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 Service Recipient'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

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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): _____ hours/week
- ii. Remuneration in housing and food (for housing and food costs that are paid by the Service Recipient or Employer of Record and are **NOT** subsidized by a third party resource): the estimated monthly fair value of rent, utilities, Internet, cable and food that the Service Recipient or Employer of Record pays for the Caregiver's housing and food is \$_____/month (See Attachment C). Based on the _____ hour workweek identified in 6(a)(i) above, the hourly value of housing and food is \$_____/hour.

_____ hours per week of Caregiver's work will be remunerated in the form of housing and food.

- iii. Remuneration in wages: the Caregiver will be remunerated in wages at \$_____/hour for work hours in a work week that are not remunerated in the form of housing and food.
- iv. 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.
- v. 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.
- vi. Pay period: Payment of wages will be issued on the _____ of the month.

- b. Occupancy is conditioned upon employment. 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

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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 caregiving 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 two weeks (14 days and/or nights), Caregiver will vacate the Service Recipient's unit and shall not occupy the unit until the Service Recipient returns.

- c. 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 Service Recipient 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.
- d. Leave. *[choose what types of leave you will cover, if any]*
 - 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.

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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.

e. **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 Service Recipient 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 Service Recipient chooses to move or dies.

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- ii. The Service Recipient 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 Service Recipient 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 engaged in behavior that caused the Service Recipient to receive a notice of violation of his/her lease agreement.
 - vii. Caregiver has had X unexcused absences from work or Y unexcused late arrivals to work.
 - viii. 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
 - ix. The Employer of Record determines, in its sole discretion, that the Service Recipient 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 Service Recipient require that the Caregiver placement with the Service Recipient terminate.
 - x. 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.
 - xi. 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 Service Recipient 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 Service Recipient 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

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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)

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Caregiver:

Caregiver

Date

Employer of Record:

Name

Date

SAMPLE

ATTACHMENT A

Individual Service Plan for _____

Section A: General Information About the Individual Receiving Support (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? _____

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Section B: Basic Support Needs

13. Basic information about the individual needing services:

- a. Date of Birth _____
- b. Diagnoses _____

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 | 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 Support | Physical Assistance | Assistive Technology/ Adaptive Device | Hand Over Hand Assistance | 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 | | | | | | | | | |
| | | | | | | | | | |

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17. Who will provide back-up support when the “helpers” listed above are not available? _____

Section C: Health/Medical Supports

18. List all known medical conditions below. Identify the medical professional treating the condition.

| Condition | Name of Treating Medical Professional | Phone Number |
|-----------|---------------------------------------|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

19. List all current medications below.

| Name of Medication/ Rx Number | Treats What Condition? | Dosage/Route/Frequency |
|----------------------------------|------------------------|------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

20. List the name and phone number of the individual’s pharmacy: _____

21. Name of Healthcare Insurance: _____

- a. Policy number: _____
- b. Group number: _____
- c. Insurance phone number: _____
- d. Insurance address: _____
- e. Name of primary insured: _____
- f. Primary insured’s occupation: _____
- g. Primary insured’s birth date: _____

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- h. Primary insured's SSN: _____
- i. Primary insured's address: _____
- j. Primary insured's phone: _____

22. Identify all allergies the individual has here. Include allergies to food, medication and environmental conditions (e.g., pollen, dust, animal dander, etc.).

| Type of Allergy | Typical Reaction As a Result of Exposure to Allergen | Treatment |
|-----------------|--|-----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

23. Describe any special dietary issues the individual has here, and identify specific diets (e.g., reduced salt, sugar or fat diets) and special food preparation methods required (e.g., chopping, dicing, pureeing, chilling, etc.).

| Dietary Issue | Recommended Foods and/or Food Preparation Methods |
|---------------|---|
| | |
| | |
| | |
| | |
| | |

24. Does the individual have a history of seizures? YES NO

a. If yes, describe what a support person would observe prior to, during and after the seizure. _____

b. How should a support person respond to a seizure? _____

25. What medical equipment does the individual use to assist with feeding, eliminating or breathing (e.g., a G-tube, NG tube, ostomy, colostomy, catheter, tracheostomy, apnea monitor, etc)? What does a support person need to know? (Remember, these types of equipment must generally be handled by a nurse, unless delegated to a trained direct support professional). _____

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26. Attach the individual's vaccination history to this care plan.

27. Hospitalization history:

| Dates | Reason | Outcome |
|-------|--------|---------|
| | | |
| | | |
| | | |
| | | |
| | | |

Section D: Mobility Supports/Physical Assistance

28. Does the individual need assistance with ambulation? YES NO

a. If yes, describe the assistance needed to ambulate in/around the home. Include a description of any mobility equipment used (e.g., cane, walker, scooter, manual or power wheelchair), assistance needed to transfer into/out of this equipment, and assistance needed to maintain this equipment. _____

29. Does the individual need assistance with lifting or transferring from one setting to another (e.g., bed to wheelchair, wheelchair to toilet, sofa to walker, etc.)? YES NO

a. If yes, describe the settings in which assistance is needed, and the type of assistance needed (e.g., one person lift/transfer, two person lift/transfer, Hoyer lift, etc.). _____

30. Describe any adaptive equipment or assistive technology the individual uses. Explain what the equipment is used for, how it works, and how well the individual has mastered usage. _____

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Section E: Communication Supports

31. 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): _____
32. Does this individual require any specialized communication devices? YES NO
- a. If yes, describe the device(s), and explain what kind of assistance the individual needs, if any, to operate and maintain these devices. _____
- _____
- _____
- _____
- _____

Section F: Sensory Supports

33. Does this individual have a functional vision impairment? YES NO
- a. If yes, please describe how the individual’s vision is impacted: _____
- _____
- _____
- b. What adaptations to the housing environment are required to make it usable? _____
- _____
- _____
- c. What equipment or technology can the individual use in the home environment to maximize independence? _____
- _____
- _____
34. Does this individual have a functional hearing impairment? YES NO

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- a. If yes, please describe how the individual's hearing is impacted: _____

- b. What adaptations to the housing environment are required to make it usable? _____

- c. What equipment or technology can the individual use in the home environment to maximize independence? _____

Section G: Behavior Supports

35. Does this individual use a positive behavior support plan at home? YES NO

- a. If yes, attach a copy of the behavior support plan to this service plan.
- b. What adaptations to the housing environment are required to support positive behavior? _____

- c. What equipment or technology can the individual use in the home environment to support positive behavior? _____

36. Provide the name and phone number of the primary behavior support specialist the individual works with: _____

Section H: Caregiving Services to Be Provided

Caregiver’s primary role is to provide direct support with activities of daily living, instrumental activities of daily living, access to the community, monitoring of self-administered medications or other medical needs, monitoring of health status and physical condition, and work-related personal assistance. These services may be provided in home and community settings to enable an individual to maintain the health status and functional skills necessary to live in the community or participate in community activities.

- Activities of Daily Living (ADLs) include dressing, grooming, feeding, bathing, toileting and transferring;
- Instrumental Activities of Daily Living (IADLs) include tasks that enable a person to live independently at home, such as meal preparation, driving, light housework, managing finances, reading and responding to mail or phone calls, and arranging medical care.

Caregiver shall perform the following types of PAS activities according to the schedule in Attachment B:

| General Activity | Specific Description (include days of week, times of day, type of assistance needed) |
|--|--|
| ADLs | |
| Dressing | |
| Grooming | |
| Eating/Feeding | |
| Bathing | |
| Toileting | |
| Transferring | |
| Ambulation | |
| | |
| | |
| IADLs | |
| Meal Preparation | |
| Driving | |
| Light Housework | |
| Laundry | |
| Shopping | |
| Budgeting | |
| Bill Paying | |
| Reading/Responding to Mail | |
| Assistance with Self Administration of Medications | |
| Arranging Medical Care | |
| Transportation | |
| Using Phone | |
| Home Maintenance | |

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| Companionship | |
|---------------|--|
| Conversation | |
| Reading | |
| Games | |
| Crafts | |
| Walks | |
| Errands | |
| Appointments | |
| Social events | |
| | |

SAMPLE

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**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 _____

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

The Lodging and Board Calculation ONLY applies when the Service Recipient or Employer of Record pay the full cost of the Caregiver’s lodging and board. If a third party pays the Caregiver’s lodging and board, the value of this lodging and board CANNOT be considered payment for hours worked.

| 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 that the Service Recipient or Employer of Record pays for the Caregiver:

| | |
|---|----|
| 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 | |

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

SAMPLE

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