Live-in Aides and Related Issues

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**INTRODUCTION**

The goal of this session is to promote discussion about the entire live-in aide process. This is not just about whether or not a resident needs a live-in aide, but rather, this session addresses the daily challenges when developing policy and procedure for someone who may be living on your property but who is not really a resident.

**LIVE-IN AIDE VS CAREGIVER**

We have been creating a lot of policy and procedure to address live-in aides and caregivers.

One of the more interesting things to discuss is whether the person in question is a live-in aide or a caregiver.

While caregivers may stay overnight in a resident's unit, overnight stays, in and of themselves, do not make the person a live-in aide. For example, you may have a resident who needs overnight supervision. However, the family engages a caregiver service such as Visiting Angels or Home Instead. While one of these caregivers stays in the unit overnight, it is not always the same caregiver, and all of the caregivers have their own home.

In these cases, the resident may qualify for a larger unit, however, the caregiver should not be treated as a live-in aide.

Live-in aides actually live in the unit. This is where the contents are kept and the unit address is almost always indicated as the live-in aide's primary address.

A live-in aide may not act as a live-in aide in your unit and continue to receive subsidy in another unit.

A live-in aide may not move in the unit with their other family members. – This statement often creates confusion. A live-in aide can provide services to family member. For example, a daughter may act as a live-in aide for her mother.

However, using the same scenario, the daughter's child could not move in the unit with the live-in aide.

**HUD GUIDANCE**

HUD provides extensive guidance regarding the qualifications of a live-in aide.

The first such guidance can be found in HH 4350.3 R1, C4, Paragraph 3-6.

*Live-in aide.*

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

   (a) Is determined to be essential to the care and well-being of the person(s);

   (b) Is not obligated for the support of the person(s); and
(c) Would not be living in the unit except to provide the necessary supportive services.

(2) To qualify as a live-in aide:

(a) The owner must verify the need for the live-in aide. Verification that the live-in aide is needed to provide the necessary supportive services essential to the care and well-being of the person must be obtained from the person’s physician, psychiatrist or other medical practitioner or health care provider. The owner must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR Part 8 to make the program accessible to and usable by the family member with a disability.

The owner may verify whether the live-in aide is necessary only to the extent necessary to document that applicants or tenants who have requested a live-in aide have a disability-related need for the requested accommodation.

This may include verification from the person’s physician, psychiatrist or other medical practitioner or health care provider. The owner may not require applicants or tenants to provide access to confidential medical records or to submit to a physical examination. (See discussion in Chapter 2.)

(b) Expenses for services provided by the live-in aide, such as nursing services (dispensing of medications or providing other medical needs) and personal care (such as bathing or dressing), that are out-of-pocket expenses for the tenant and where the tenant is not reimbursed for the expenses from other sources, are considered as eligible medical expenses.

Homemaker services such as housekeeping and meal preparation are not eligible medical expenses. (See Chapter 5 and Exhibit 5-3 for more information on medical expenses.)

(c) Qualifies for occupancy only as long as the individual needing supportive services requires the aide’s services and remains a tenant. The live-in aide may not qualify for continued occupancy as a remaining family member.

Owners are encouraged to use a HUD-approved lease addendum that denies occupancy of the unit to a live-in aide after the tenant, for whatever reason, is no longer living in the unit. (See paragraph 6-5.A.4.g for more information.) The lease addendum should also give the owner the right to evict a live-in aide who violates any of the house rules.

(d) Income of a live-in aide is excluded from annual income. (See Exhibit 5-1.)

(e) Must disclose and provide verification of their SSN

(f) Must meet the screening criteria discussed in Paragraph 4-7 B.5.

(3) A relative may be considered to be a live-in aide if they meet the requirements in 1, above, especially 1(c).

(4) An adult child is eligible to move into a Section 202/8 project after initial occupancy only if they are essential to the care or well-being of the elderly parent(s). The adult child may be considered a live-in aide if all of the requirements in 1, above, apply and there is a verified need for a live-in aide in accordance with 2(a), above. (See Paragraph 7-4.D for more discussion on adult children moving in after initial occupancy.)
(5) An adult child is not eligible to move into a Section 202 PRAC or Section 811 PRAC after initial occupancy unless they are performing the functions of a live-in aide and are eligible to be classified as a live-in aide for eligibility purposes. (See Paragraph 7-4.E.)

For the 202/8 program, HUD provides the following instruction about adding an adult child after initial occupancy in Paragraph 7-4-D.

D. When a change in family composition is reported in Section 202/8 projects, adult children are eligible to move in after initial occupancy only if they are essential for the care or well-being of the elderly tenant(s).

They are considered a part of the family and their income must be counted. Owners should require adult children to sign a release form relinquishing any future rights to the unit as a remaining member of the tenant family, as they qualify for occupancy only as long as the individual needing the supportive services is in occupancy.

For the 202 PRAC program, HUD provides the following instruction about adding an adult child after initial occupancy in Paragraph 7-4-E.

E. When a change in family composition is reported in Section 202 PRAC and Section 811 projects, occupancy by adult children is subject to the following restriction. Adult children are not eligible to move into a unit after initial occupancy unless they are performing the functions of a live-in aide and are classified as a live-in aide for eligibility purposes. See paragraph 3-6 E.3 for eligibility requirements for a live-in aide.

**WHAT ABOUT THE LEASE/HOUSE RULES**

There are lots of things to consider when developing policies when caregivers or live-in aides are working on the property.

In addition to the Live-in Aide addendum, you need to consider your lease, House Rules, Pet Rules and other documents that govern the property.

Things to consider when developing such policies are:

- Guest policy/Registration
- Occupancy Standards
- Policies re: Approval
- Medical Expense
- Vehicle Parking
- Access to the Building
- Animals
- Family/guest of caregiver
- Access to common areas
- Participating in resident meetings
- Communications with the Resident

**SESSION SUMMARY**

Taking time to review and discuss policies for live-in aides and caregivers can be time-consuming, but is well worth the effort. We hope you have some new ideas to improve your current policies and processes.

Service providers, such as a care-giver, are not defined as visitors or guests, but must be registered with the property staff if they will be present on the property for more than thirty (30) cumulative days/night in any twelve (12) month period.

(Note from RBD – Optional. Please delete or edit to conform to your own policies. Delete this note before completing edits) Caregivers are welcome as long as they:

- Abide by property lease and property rules
- Abide by federal, state and local laws
- Do not pose a threat to any resident or property staff
- Do not disturb the peace and quiet comfort of other residents
- Do not interfere with management or maintenance of the property
- Are not unauthorized residents

The number of overnight visitors or caregivers is limited to the local occupancy standards for the unit size plus one. If the resident needs a larger unit to accommodate the number of caregivers necessary, the resident should request a reasonable accommodation.

Service providers will be allowed access to the community rooms or other common areas used for entertainment or resident functions when the resident is present. Service providers may take advantage of other common service areas, including but not limited to, laundry rooms and designated smoking areas, as long as their presence does not interfere with use and peaceful enjoyment by residents who are part of a lease. Residents are responsible for the actions of their service providers.

If the owner/agent suspects that a registered service provider should actually be classified as a resident, the owner/agent will request a meeting with the head-of-household. In accordance with HUD requirements, the resident will have ten (10) days to meet with the owner/agent. Failure to respond to the request to meet will result in termination of assistance beginning the first of the month following the 10-day notice. (Note from RBD: Termination of assistance is not applicable in Section 202/8, 202 PRAC, and 811 PRAC properties. Change the language to explain termination of tenancy.)

If the owner/agent suspects that a service provider is actually living in the unit as an unauthorized live-in aide or as an unauthorized resident, the owner/agent will ask for verification of alternative residence. Samples of such verification include one or more of the following:

- Verification with the United States Postal Service that no mail, for the guest, is delivered to the unit address
- A current lease indicating an alternative residence
- A current utility bill in the person’s name showing an alternative address
- A current insurance policy or other such invoice/bill showing an alternative address

*Additional verification may be conducted by the owner/agent.

In addition, the resident(s), indicated on the lease, must sign a notarized statement confirming that the caregiver does not reside in the unit.
If the service provider is living in the unit as a live-in aide or as an unauthorized resident, the resident(s) indicated on the lease may be given the option to add the person to the household. The service provider will have to complete an appropriate application. The service provider will be approved if the service provider meets eligibility and screening criteria, signs all required documents and if the unit size will accommodate the addition of a household member.

If the service provider applies but does not meet eligibility and screening criteria, refuses to sign required documents or if the unit size will not accommodate another resident, the head-of-household must provide proof of an alternative permanent residence for the service provider within thirty (30) calendar days. Alternatively, if the initial lease term has been fulfilled, the resident may provide a 30-day notice to vacate.

Any housing assistance paid in error must be returned to HUD.

Please note, in accordance with HUD requirements, any resident who knowingly allows an ineligible person to live in the unit is not qualified to receive HUD housing assistance for two years.
### Live-in Aides and Related Issues – Leading Age NY – April 2016

<table>
<thead>
<tr>
<th>Name of Resident Who Will Receive Services</th>
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<tbody>
<tr>
<td>Unit Number</td>
<td></td>
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<tr>
<td>Name of Caregiver (First, Middle, Last)</td>
<td></td>
</tr>
<tr>
<td>Organization Name (use NA if not applicable)</td>
<td></td>
</tr>
<tr>
<td>Birthday</td>
<td></td>
</tr>
<tr>
<td>Social Security Number</td>
<td></td>
</tr>
<tr>
<td>Current Home Phone Number</td>
<td></td>
</tr>
<tr>
<td>Current Mobile Phone Number</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>

**Are you able to provide essential care for the resident listed above?**
- [ ] Yes
- [ ] No

**Do you certify that you would not be staying in the unit overnight except to provide the necessary supportive services to the resident named above?**
- [ ] Yes
- [ ] No

Please indicate the types of services provided and the percentage of time spent performing such services.

- [ ] Nursing Care
  - %__________
- [ ] Personal Care
  - %__________
- [ ] Transportation to and From Medical Appointments/Treatment
  - %__________
- [ ] Housekeeping
  - %__________
- [ ] Other __________________________
  - %__________

**Additional Notes:**

- __________________________________________
- __________________________________________

**Will the resident named above pay you a fee for providing services?**
- [ ] Yes
- [ ] No

If yes, please provide the amount you will be paid.

$_________________

- [ ] Yearly
- [ ] Monthly
- [ ] Weekly

**Current Address (Name of Community or Landlord):**

<table>
<thead>
<tr>
<th>Current Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
<tr>
<td>Phone Number</td>
<td></td>
</tr>
</tbody>
</table>

**Start Date/End Date**

<table>
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<tr>
<th>Start Date</th>
<th></th>
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<tr>
<td>to</td>
<td></td>
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</tbody>
</table>

**Do you agree to allow us to verify your status as a current resident living at the above address?**
- [ ] Yes
- [ ] No

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<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Have you been asked to participate in the eradication of bed bugs, fleas, lice or other parasites in the last 12 months?</td>
<td></td>
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<tr>
<td>Will you be parking a car on the property?</td>
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<tr>
<td>If yes, Please provide Make/ Model/Year and License Plate:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have any other family members that will be with you if you provide overnight care for the resident indicated above?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have any pets or service animals that will be with you if you provide overnight care for the resident indicated above?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you been involved in any legal actions, including arrests, adjudications, criminal or civil actions during the past 10 years?</td>
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<tr>
<td>If yes, please explain:</td>
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</tr>
<tr>
<td>Are you listed on any state’s lifetime sex offender registration?</td>
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<td></td>
</tr>
<tr>
<td>Are you listed on any other sex offender registration?</td>
<td></td>
<td></td>
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<tr>
<td>Have you read and do you understand the Landlord’s community rules and regulations?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you understand that you are being allowed to exceed the number of overnight visits indicated in the property House Rules in order to provide personal care services to the resident listed above, and therefore, you have no rights to the resident’s unit should the resident vacate the unit for any reason?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you know that this property exists as a smoke free campus? This means that smoking is prohibited in the unit, on unit balconies and porches and in all indoor and outdoor common areas. This includes the parking lot, balconies, sidewalks, hallways, elevators, etc.</td>
<td></td>
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</tr>
<tr>
<td>Do you agree that you will abide by the Smoke Free policy?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you understand that failure to comply with Smoke Free policies as described in the House Rules may result in the resident’s termination of tenancy (eviction)?</td>
<td></td>
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<tr>
<td>Do you use marijuana?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you agree to abide by all HUD rules and regulations and property House Rules, Pet Rules and Assistance Animal Rules – as applicable - when providing services to the resident?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
PENALTIES FOR MISUSING THIS FORM

“Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than $5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

By signing this document, I hereby certify that I have carefully read the Service Provider Registration. I agree to abide by the policies outlined in this document. I understand all of its content, and have provided true and correct answers to all questions.

___________________________  __________________________  __________________________
Service Provider                        Date                        Print Name

I hereby certify that I have carefully reviewed all information provided by the Service Provider in response to the Service Provider Registration, and to my knowledge the Service Provider has provided true and correct information and answers.

___________________________  __________________________  __________________________
Resident Signature                        Date                        Print Name
(Head of Household)

___________________________  __________________________  __________________________
Resident Signature                        Date                        Print Name
APPENDIX B – SAMPLE VERIFICATION – NEED FOR A CAREGIVER

Date: ________________________________

<table>
<thead>
<tr>
<th>Property Name:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Address 2:</td>
<td>TTD/TTY:</td>
</tr>
<tr>
<td>Property Web Site</td>
<td>Email</td>
</tr>
</tbody>
</table>

(Please return this form to the above address)

TO:

Name: ________________________________
Address: ________________________________
City, State, Zip ________________________________

Dear _____:

Re: Resident / Applicant Name ________________________________
SSN (last four digits) ________________________________

TO THE Resident/Applicant:

YOU DO NOT HAVE TO SIGN THIS FORM IF THE NAME OR ADDRESS OF EITHER THE PROJECT OR RECIPIENT IS LEFT BLANK.

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent.

Signature ________________________________ Date ________________________________

The applicant or resident has requested the owner/agent approve the expenses of a caregiver. A caregiver is person who provides care for a household member who is disabled or at least 50 years of age or who is disabled.

People who perform non-essential services, such as housekeeping or driving, do not meet the definition of a caregiver. The person must live in the unit to provide essential care and it must be necessary for the owner/agent to allow the resident to deduct the costs of services required to alleviate one or more symptoms or side effects of a medical condition.

Because this property is governed by HUD regulations, we are required to verify the need for a live-in aide/attendant. This means we must to provide documentation from a physician, psychiatrist, social worker, or other medical professional verifying that the resident’s medical condition requires the services of a caregiver.

We are required to complete our verification process in a short time period. A self-addressed envelope has been included for your convenience. If you have any questions, please feel free to contact our office.

Thank you, in advance, for your cooperation and prompt response.

THE FOLLOWING TO BE COMPLETED BY INFORMATION PROVIDER
I ☐ can ☐ cannot verify that the resident requires a caregiver.

Note: If you can verify the necessity for the caregiver, please complete the form below, sign the form and return it to the owner/agent.
If you cannot verify the necessity for the accommodation, please sign the form and return to the owner/agent.

Is the applicant/resident disabled? ☐ Yes ☐ No

At this time, does the resident require the services of a single caregiver or multiple caregivers? (Please check all that apply)

☐ Do not know
☐ There is no need for a caregiver.
☐ The household member requires the services of one or more caregivers during the day
☐ The resident does require accommodations to ensure that a caregiver may stay overnight.

If you have indicated that the caregiver may need accommodation to stay overnight, please indicate the number of nights per month that a caregiver may be required to stay overnight.

☐ Requires overnight stays less than 15 nights most months
☐ Requires overnight stays 15 or more nights most months
☐ Do not know

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Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than $5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

By signing this document, I certify that the information provided is true and correct.

Name and position of verifier: (Please print) ______________________________________________________

Signature of Verifier: ___________________________ Date: _________________

Address: _________________________________________________________________________________

Telephone: ________________________________

APPENDIX C – SAMPLE VERIFICATION – SELF-CERTIFICATION CAREGIVER EXPENSES
HOUSEHOLD MEMBER RELEASE

TO THE Resident/Applicant:

YOU DO NOT HAVE TO SIGN THIS FORM IF THE NAME OR ADDRESS OF EITHER THE PROJECT OR RECIPIENT IS LEFT BLANK.

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent.

Signature ________________________ Date __________________________

The household member named above has applied for, or is receiving, housing assistance under a program provided by the U.S. Department of Housing and Urban Development (HUD). HUD requires the owner/agent to verify all information that is used in determining the person’s eligibility or level of benefits. The household member has consented to this release of information requested.

Please complete the form below and return it to the property address above. Enclosed is a self-addressed, stamped envelope which can be used to return this form. You may also return a signed, scanned form via email. You may also return the form, in person, to the management office. Your prompt response will help to ensure timely processing. Thank you in advance for your assistance.

Sincerely,

____________________________________
Property Manager
Cc: Applicant/Resident File
THE FOLLOWING TO BE COMPLETED BY INFORMATION PROVIDER

Resident / Applicant Name

HOH Name (if different)

Unit Number (if resident)

☐ Resident ☐ Applicant

I ☐ can ☐ cannot provide information about the applicant/resident’s personal care.

Note: If you cannot verify the necessity for the accommodation, please sign the form and return to the owner/agent.

General

Do you or does your organization provide care for the applicant/resident named above?
☐ Yes ☐ No

Does the resident pay you for such services?
☐ Yes ☐ No

If yes, please indicate how much the resident pays.

Please indicate the frequency of the payment above.
☐ Monthly ☐ Weekly

Please indicate the types of services provided and the percentage of time spent performing such services.

☐ Nursing Care %

☐ Personal Care %

☐ Transportation to and From Medical Appointments/Treatment %

☐ Housekeeping %

☐ Other __________________________ %

Additional Notes: __________________________________________________________

_____________________________________________________________________

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By my signature I certify that the information I have provided above is true and complete to the best of my knowledge and belief. I understand that if I furnish false or incomplete information I can be fined up to $10,000 or imprisoned up to five years.
### APPENDIX D – LIVE-IN AIDE QUESTIONNAIRE

| Name of Live-in Aide (First, Middle, Last) |  |
| Birthday |  |
| Social Security Number |  |
| Please check if you are claiming exempt status | Non-eligible non-citizen | Senior with exempt status |
| Current Home Phone Number |  |
| Current Mobile Phone Number |  |
| Email Address |  |
| Name of Resident Who Will Receive Services |  |

#### Landlord Screening Information

| Current Address (Name of Community or Landlord) |  |
| Current Address |  |
| City, State, Zip |  |
| Phone Number |  |
| Start Date/End Date | To |

| Previous Residence (Name of Community or Landlord) |  |
| Address |  |
| Address |  |
| Phone Number |  |
| Start Date/End Date | To |

- Are you currently living in a unit that is part of this property?  
- If yes, please indicate unit number ________________________

- Are you currently receiving housing assistance through the Department of Housing & Urban Development?  
  - YES  
  - NO

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Not for Duplication
Have you been evicted, for lease violations, from an apartment community during the past 5 years?  *(Note from RBD: if the OA intends to include this question, this must be criteria included in the resident selection plan)*  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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</table>

If yes, please explain: 

---

Please place a check next to each state where you have lived. Please include Washington, D.C. if you have lived in Washington, D.C.

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<tr>
<th>AL</th>
<th>AK</th>
<th>AZ</th>
<th>AR</th>
<th>CA</th>
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<td>WY</td>
<td>Washington D.C.</td>
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</tbody>
</table>

Do you have any other family members who plan to move to the unit with you? (do not include the resident if you are related to the resident)  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

Do you have any pets?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

Are you currently a resident in good standing at your current residence?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

**HUD Requirements – Definition of a Live In Aid**

Are you able to provide essential care for the resident listed above?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

Are you obligated to the resident listed above for support?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

Do you agree that you would not be living in the unit except to provide the necessary supportive services to the resident named above?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

**Medical Expense Verification**

Will the resident named above pay you a fee for providing the services of a live-in aide?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

If yes, please provide the amount you will be paid. *(This will be used as verification of the medical expense deduction for the resident if eligible)*  

$_________________

Yearly  Monthly  Weekly

**Criminal Screening Information**

Have you been involved in any legal actions, including arrests, adjudications, criminal or civil actions during the past 10 years? *(Note to be removed on final version: if the OA intends to include this question, this must be criteria included in the resident selection plan)*  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

If yes, please explain: 

---
<table>
<thead>
<tr>
<th>Question</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are you listed on any state’s lifetime sex offender registration?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you listed on any other sex offender registration?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you use marijuana?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you have a history of alcohol abuse?</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Leasing Information</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Have you read and do you understand the Landlord’s community rules and regulations?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you agree to abide by all Lease terms and the Landlord’s community rules and regulations?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you understand that the landlord will take appropriate action – up to and including eviction - should you fail to comply with the Landlord’s community rules and regulations?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you understand that you are occupying this property only to provide personal care services to the resident listed above, and therefore, you have no rights to continued occupancy of the resident’s unit should the resident vacate the unit for any reason?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you agree to vacate the unit if resident is absent from the unit for longer than 120 days (180 days for medical)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you know that this property exists as a smoke free campus? This means that smoking is prohibited in the unit, on unit balconies and porches and in all indoor and outdoor common areas. This includes the parking lot, balconies, sidewalks, hallways, elevators, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you agree that you will abide by the Smoke Free policy?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Do you understand that failure to comply with Smoke Free policies as described in the House Rules will result in termination of tenancy (eviction)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In the event that the resident passes away, do you understand that you must vacate the unit as quickly as possible? HUD subsidy stops 14 days after the date of death. If you fail to vacate the unit, the owner/agent will begin eviction proceedings and you will be required to pay market rate from the 15th day until the owner/agent can take possession of the unit.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## PENALTIES FOR MISUSING THIS FORM

“Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government. HUD and any owner (or any employee of HUD or the owner) may be subject to penalties for unauthorized disclosures or improper use of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willingly requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than $5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

By signing this document, 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 ____________________________ Print Name ____________________________

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.

Resident Signature ____________________________ Date ____________________________ Print Name ____________________________

(Head of Household)

Resident Signature ____________________________ Date ____________________________ Print Name ____________________________
APPENDIX E – VERIFICATION OF THE NEED FOR A LIVE-IN AIDE

Date: ________________________________

<table>
<thead>
<tr>
<th>Property Name:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Address 2:</td>
<td>TTD/TTY:</td>
</tr>
<tr>
<td>Property Web Site</td>
<td>Email</td>
</tr>
</tbody>
</table>

(Please return this form to the above address)

TO: Name: ________________________________
Address: ________________________________
City, State, Zip ________________________________

Dear ______: ________________________________

Re: Resident / Applicant Name ________________________________
SSN ________________________________

HOUSEHOLD MEMBER RELEASE

TO THE Resident/Applicant:

YOU DO NOT HAVE TO SIGN THIS FORM IF THE NAME OR ADDRESS OF EITHER THE PROJECT OR RECIPIENT IS LEFT BLANK.

RELEASE: I hereby authorize the release of the requested information. Information obtained under this consent is limited to information that is no older than 12 months. There are circumstances which would require the owner to verify information that is up to 5 years old, which would be authorized by me on a separate consent attached to a copy of this consent.

Signature ________________________________ Date ________________________________

The applicant or resident has requested the owner/agent approve reasonable accommodations associated with a live-in aide.

Definition of a live-in aide: A person who resides in the unit solely to care for a household member who is disabled or at least 50 years of age, and who meets all of the following criteria:

- Is determined to be essential to the care and well-being of the person(s)
- Is not obligated for support of the person(s), and
- Who would not be living in the unit except to provide necessary supportive services

People who perform non-essential services, such as housekeeping or driving, do not meet HUD’s definition of a live-in aide. In order to meet HUD’s criteria, the person must live in the unit to provide the essential care and it must be necessary for the owner/agent to make accommodations for the live-in aide including, but not limited to, providing an extra bedroom if requested and if such a unit is available.

Because this property is governed by federal regulations, we are required to verify the need for a live-in aide/attendant.
This means we must to provide documentation from a physician, psychiatrist, social worker, or other mental health professional verifying that the resident would not be able to take advantage of the housing provided because a live-in aide is essential for the care and well-being of the resident.

We are required to complete our verification process in a short time period. A self-addressed envelope has been included for your convenience. If you have any questions, please feel free to contact our office.

Thank you, in advance, for your cooperation and prompt response.

________________________________________
Property Manager
Cc: Applicant/Resident File
THE FOLLOWING TO BE COMPLETED BY INFORMATION PROVIDER

I ☐ can ☐ cannot verify that the resident requires a live-in aide.

Note: If you can verify the necessity for the live-in aide, please answer the questions below, sign the form and return it to the owner/agent.

If you cannot verify the necessity for the accommodation, please sign the form and return to the owner/agent.

The owner/agent and property staff does not provide, nor has the authority to provide, any medical care, personal care or supervision services. The owner/agent is responsible for ensuring that the property is maintained in a decent, safe and sanitary manner and that federal housing assistance is provided based on criteria established by the federal Department of Housing and Urban Development.

All care and supervision services must be provided by the resident or aides supervised by the resident or the resident’s representative(s). The owner/agent and property staff does not provide assistance with personal activities or daily living.

Because the owner/agent is not authorized to provide such care, we need a medical professional or other acceptable person “in the know” to verify that the resident is able to meet the requirements of the lease and it is necessary for the resident to have a live in aide in order for the resident to be able to continue to live in the unit, comply with the requirements of the lease, participate in property functions (at the resident’s behest) and take advantage of property amenities (at the resident’s behest).

1. At this time, please indicate the level of care provided by the resident in order for the resident to be able to continue to live in the unit, comply with the requirements of the lease, participate in property functions and take advantage of property amenities?

☐ The household member would not be able to live in the unit and/or to take advantages of and enjoy services or amenities without the services of a live-in aide. A live-in aid is essential to the care and well-being of the applicant/resident. To provide necessary care and supervision, it is recommended that the caregiver live in the unit with the resident.

☐ It is not necessary for a caregiver to live in the unit. The household member should engage the services of one or more care-givers to safely live in the unit. (Such as services provided by family or outside providers (e.g. Visiting Angels, Home Instead)

☐ No. There is no need for a live-in aide. The household member can live in the unit and/or take advantages of services or amenities without the services of a live-in aide.

☐ Do not know.

2. At this time, does the resident require the services of multiple live-in aides? (Note – this is generally required if a single provider would be unable to provide the necessary level of care. For example, a live-in aide would not be able to provide care 7 days a week/24 hours per day. Additionally, a single live-in aide may not have acquired all of the skill sets to provide the level of care necessary for this resident)

☐ Yes ☐ No
3. Please indicate the services that must be provided by the live-in aide(s).

☐ Housekeeping/Cooking

☐ Monitoring/supervision during the day

☐ Monitoring/supervision during the night

☐ Daily hygiene – live-in aide must be able to assist with daily hygiene and dressing

☐ Medical supervision

4. Is the need for a live-in aide temporary or permanent?

☐ Permanent    ☐ Temporary

---

### PENALTIES FOR MISUSING THIS VERIFICATION FORM

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than $5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).

By signing this document, I certify that the information provided is true and correct.

Name and position of verifier: (Please print) ______________________________________

Signature of Verifier: ____________________________ Date: _________________

Address: _____________________________________________________________________

Telephone: ____________________________ email: ________________________________
APPENDIX F - SAMPLE LIVE-IN AIDE ADDENDUM – 202 PRAC

This Live-in Aide Addendum dated _____, is attached to and made a part of the Lease dated _____ by and between _____ (Owner/Agent), _____ (Resident(s)) and _____ (Live-in Aide) for apartment number _____ in _____ (Property Name) is hereby amended with the addition of this Addendum. Unless terminated or modified as provided herein, this Addendum shall remain in force throughout the initial lease term and any extended lease term made in compliance with HUD requirements.

Name of Live-in Aide: _____

DEFINITION OF FAMILY

For purposes of this addendum, the term “family” is defined by the names of the residents indicated on the lease or on the most current HUD Form 50059.

DEFINITION OF LIVE-IN AIDE

A live-in aide is defined as a person who resides in a unit 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

The Resident states that the person indicated above will act as a Live-in Aide. This person meets the definition above and is moving in the unit to perform tasks described. If the Resident no longer needs the services of the Live-in Aide, the Resident shall insure that the aide immediately moves from the Resident’s unit.

The Live-in Aide must provide certification that he/she meets HUD’s definition of a Live-in Aide. (Live-in Aide Questionnaire) If, at any time, circumstances change and the person acting as a Live-in Aide no longer meets HUD’s definition of a Live-in Aide, the Live-in Aide agrees to move out of the unit and remove all belongings.

In the case where a Resident and a Live-in Aide marry or enter in to a formal domestic arrangement, the Live-in Aide will be given ten (10) business days to submit an application for occupancy because the Live-in Aide no longer meets HUD’s definition of a Live-in Aide – specifically number 3 above. The Live-in Aide will no longer be referred to as a Live-in Aide, but rather as an applicant. During that time, the applicant will be treated as a guest in accordance with the property’s House Rules and/or Pet Rules.

The application will be processed, and, if eligible, the applicant will be added to the household as the head, co-head, spouse, or other adult as appropriate. Rent will be re-calculated based on HUD instruction.

If the applicant is not eligible to live on the property, or does not meet the owner/agent’s Screening Requirements, the applicant agrees to immediately move and remove all belongings.

Failure to abide by this rule is a violation of the HUD Model Lease - specifically in reference to

1. 90105C, Paragraph 11 The TENANT shall not assign this lease, sublet the premises, give accommodation to any roomers or lodgers, or permit the use of the premises for any purpose other than as a private dwelling solely for the TENANT and his/her family. The TENANT agrees
to reside in this unit and agrees that this unit shall be the TENANT's and his/her family's only place of residence.

2. The House Rules limiting the amount of time a guest may reside in a unit

RULES ESTABLISHED FOR EACH LIVE-IN AIDE
A Live-in Aide is permitted by the Owner/Agent to occupy the Resident’s unit as long as the Resident requires the services of a Live-in Aide.

1. VERIFICATION OF THE RESIDENT’S NEED FOR THE LIVE-IN AIDE: The Owner/Agent is required to verify the Resident’s need for the Live-in Aide. See HUD Handbook 4350.3 Revision 1, Chapter 3. Upon request, the Resident agrees to provide Owner/Agent with any information necessary to verify the need of the services of the Live-in Aide.

2. SCREENING CRITERIA APPLIED TO LIVE-IN AIDE: The Live-in Aide must provide the Owner/Agent with all information necessary to screen the Live-in Aide. The owner/agent must determine whether the Live-in Aide meets Owner/Agent’s screening criteria as provided in the current Resident Selection Plan. Since the Live-in Aide is not responsible for rent, the Owner/Agent will not screen for the ability to pay rent. However, all other screening criteria will be applied.

The screening process must be completed and the Live-in Aide must be approved by the Owner/agent before the Live-in Aide may move in to the unit. If the resident allows the Live-in Aide to move in to the unit before the screening process is complete and before the live-in aide is approved, this action will be considered a violation of the HUD Model Lease and appropriate action will be taken.

3. RESIDENT’S LEGAL AND FINANCIAL RESPONSIBILITY: As the Resident and the employer of the Live-in Aide who will occupy these premises the Resident has the following legal and financial duties:

   a. Resident agrees to indemnify, defend, and hold Owner/Agent 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. Resident will insure that the Live-in Aide abides by all lease terms and with Owner/Agent’s rules and regulations. If Resident learns of violations by the Live-in Aide, the Resident will immediately terminate the services of the Live-in Aide and remove the Live-in Aide and all property of the Live-in Aide from the premises.

   c. Resident understands that the Live-in Aide is considered a guest of the Resident and as such, the Resident is responsible for the actions of the Live-in Aide while on the premises.

4. RESIDENT’S ABSENCE FROM THE UNIT: Because the Live-in Aide occupies the unit only to provide services to the Resident, if the Resident is absent from the unit for more than the timeframe established in the House Rules (see Extended Absence) the Live-in Aide will vacate the Resident’s unit. (The owner/agent will consider the resident’s extenuating circumstances, resident’s request for reasonable accommodation and the resident’s status as a victim of an act covered by VAWA 2013.)
5. LIVE-IN AIDE HAS NO RIGHTS OF OCCUPANCY: The Live-in Aide qualifies for occupancy only as long as the Resident needs supportive services and remains in residence. The Live-in Aide has no rights to occupancy - even if the Live-in Aide is a relative of the Resident - and does not qualify for continued occupancy as a remaining family member.

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

This addendum is incorporated into the Lease Agreement. The Resident and the Live-In Aide have read this Live-in Aide Agreement and agree to comply with the terms of the Agreement and such rules and regulations as may be reasonably adopted from time to time by HUD or the Owner/Agent.

**SIGNATURES**

By signing this document, I agree to the terms set forth in this addendum.

_________________________________________________________  ___________________________  ___________________________
Resident Signature (Head of household)  Date  Print Name

_________________________________________________________  ___________________________  ___________________________
Live-in Aide Signature  Date  Print Name

_________________________________________________________  ___________________________  ___________________________
Owner/Agent Signature  Date  Print Name
APPENDIX G – SAMPLE APPROVAL REASONABLE ACCOMMODATION REQUEST

Date: __________________________

<table>
<thead>
<tr>
<th>Property Name:</th>
<th>Telephone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Address 2:</td>
<td>TTD/TTY:</td>
</tr>
<tr>
<td>Property Web Site</td>
<td>Email</td>
</tr>
</tbody>
</table>

TO: Name: ________________________________

Address: ________________________________

City, State, Zip __________________________

Response required by: _____

Dear _____:

After review, we have approved your request for the following change or reasonable accommodation and/or modification:

_____ [Description, including any terms, conditions and performance expectations and reason for such conditions]

We expect to provide this accommodation/modification by _____ (date).

[If the date is longer than 30 days from date of the letter, please explain why a later date is necessary.]

We expect the accommodation/modification to be available on or about _____.

If you think this accommodation/modification will not meet your needs or will take too long to provide, please request a meeting to discuss by contacting the owner/agent within fourteen (14) days from the date of this letter.

You may bring a representative of your choice to the meeting or you may have a representative attend the meeting on your behalf.

Questions Concerning this Notice
If you have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs.

Si usted está incapacitado y desea solicitar un acomodo razonable o si tiene dificultad para entender Inglés, por favor solicite nuestra asistencia y nos aseguraremos de que se le proporcione un acceso significativo basado en sus necesidades individuales. Note from RBD – this Spanish translation was provided by a Microsoft translator tool. Be sure to verify with someone who speaks Spanish. Use an alternative language if indicated in your Language Assistance Plan.

Your response to this letter does not preclude you from exercising other avenues available if you believe that you are being discriminated against on the basis of race, color, religion, sex, national origin, familial status, or handicap.
The owner/agent is dedicated to continued enjoyment of your home in our community. If you have any questions about this notice, please contact the management office.

Signature of Manager
Cc: Applicant/ Resident File

The owner/agent does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development’s regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

Name
Address
City State Zip
Telephone - Voice Telephone – TTY

See HUD Handbook 4350.3 Revision 1, Paragraph 2-29-c-3 & 4 for information about the requirements to include this information.
Action Items

1. _______________________________________________________________

2. _______________________________________________________________

3. _______________________________________________________________

4. _______________________________________________________________

5. _______________________________________________________________

6. _______________________________________________________________

7. _______________________________________________________________

8. _______________________________________________________________

9. _______________________________________________________________

10. _______________________________________________________________

11. _______________________________________________________________

12. _______________________________________________________________

13. _______________________________________________________________

14. _______________________________________________________________

15. _______________________________________________________________

16. _______________________________________________________________

17. _______________________________________________________________

18. _______________________________________________________________

19. _______________________________________________________________

20. _______________________________________________________________