



CAREGIVER OBLIGATIONS AGREEMENT

*If at any time you employ a
Caregiver, please have Caregiver
complete this attachment.*

Your Caregivers will either work for themselves as individual Home Health Caregivers or will work for a Third-Party Vendor/Agency.

If Caregivers work for themselves, they are required to sign **Attachment A** (Pages 3-5).

If Caregivers work for a Third-Party Vendor/Agency, the Third-Party Vendor/Agency must sign **Attachment B** (Pages 9-11) and complete the attachments.

RESIDENT RESPONSIBILITIES AND DUTIES FOR PRIVATE DUTY CAREGIVERS

You may retain, or someone may retain on Your behalf, one or more private duty caregivers (“Caregiver”) who provide health or personal care or other personal assistance and services (including, without limitation, companion services, therapy, and skilled nursing) not available through the Community. The Caregiver may be Your independent contractor (Individual Private Duty Caregiver) or may be employees of a home health or staffing agency or similar company (Third-Party Vendor).

You must submit the attached forms to the business office before any Caregiver begins providing services to You.

If you employ your Caregiver directly and they do not work for a Third-Party Vendor – You must have the Caregiver complete and sign the following Individual Private Duty Caregiver Agreement and Registration Form prior to the Caregiver beginning services. See Attachment A.

If You obtain the Caregiver from any Third-Party Vendor – You must have the Third-Party Vendor employing the Caregiver(s) complete the following: Third-Party Vendor Agreement and Registration Form prior to the Caregiver(s) beginning services. See Attachment B.

These documents provide us with certain information about Your Caregiver and set forth the rules that the Caregiver must follow while on Community premises, including, without limitation, while in common areas and while in Your Unit. If Your Caregivers do not follow these rules, the Community may ask You to terminate Your relationship with the Caregiver. You accept the responsibility to ensure that Your Caregiver/Third-Party Vendor reads, completes, and signs the forms. The Community reserves the right to request any Caregiver to leave the premises to preserve the health, safety, and well-being of the Resident or other Residents, property, the peaceful operations of the Community, or if the Caregiver violates the Community rules or refuses to sign the applicable documents.

You agree to notify us if You terminate Your relationship with any Individual Caregiver/Third-Party Vendor registered with the Community.

- You are responsible for all payments due to any Caregiver including fees for services, taxes, insurance, unemployment and workers’ compensation benefits, and any other costs.
- You are responsible for all damages, disturbances, or injuries Your Caregivers cause.
- You acknowledge and understand that the Community will not check or investigate the criminal background, experience, health, or immigration/citizenship status of any Caregiver hired by You directly, and that the Community does not accept responsibility or liability of any kind for the actions or failure to act of any Caregiver whether hired directly by You or provided by a Third-Party Vendor.

- If You are utilizing a home health agency as a Third-Party Vendor, we recommend that You check with the Third-Party Vendor as to whether the Third-Party Vendor investigates the criminal background, experience, references, health, and immigration status of the Caregiver. The Community does not conduct these checks or investigations. You understand and acknowledge that the Community does not accept responsibility or liability of any kind for the actions or failure to act of any Caregiver.

Requirements for all Caregivers.

Caregivers must provide services to Resident in their Unit during hours approved by the Community. If services are otherwise necessary outside the approved hours, Your Caregiver must have prior approval from the Executive Director and arrange access to get inside the Community after staff locks doors. Caregivers may provide companion services to Residents overnight. Occasional overnight companion services will not incur any additional rent payment from the Resident. The Community will require prior approval from the Executive Director and charge You a reduced second-person fee if You hire a Caregiver to live in Your Unit. This reduced second-person fee entitles the live-in Caregiver to receive Community meals, receive mail in the Community, and use the laundry facilities.

You agree that the Caregiver will follow the Rules for Private Duty Caregivers which are attached. You agree to terminate the Caregiver's services if the Caregiver does not abide by these rules and understand that failure to do so will result in the Caregiver being denied access to the Community. The Community reserves the right to remove any Caregiver at any time.

SPECIAL Requirements for all Caregivers providing services to Assisted Living* Residents:

BOTH PRIVATE DUTY CAREGIVERS AND THIRD-PARTY VENDOR CAREGIVERS HAVE TO COMMUNICATE WITH THE WELLNESS DIRECTOR OF THE ASSISTED LIVING COMMUNITY. COMMUNICATION WILL BE AGREED UPON BETWEEN THE CAREGIVER AND THE COMMUNITY BASED ON THE SERVICES PROVIDED TO THE RESIDENT.

IF A CAREGIVER IS PROVIDING CARE FOR PRESSURE WOUNDS, SKIN TEARS, CATHETER OR FEEDING TUBE CARE, OR ADMINISTERS ANY MEDICATION BY IV, THE CAREGIVER SHALL PROVIDE A WRITTEN REPORT TO THE WELLNESS DIRECTOR BEFORE LEAVING THE COMMUNITY. A WRITTEN REPORT CAN BE LEFT IN THE WELLNESS OFFICE IN A SEALED ENVELOPE OR IN THE VENDOR BINDER. CAREGIVER ASSUMES RESPONSIBILITY FOR DETERMINING AND DELIVERING THE APPROPRIATE COURSE OF CARE, INCLUDING THE DETERMINATION TO CHANGE THE LEVEL OF SERVICES PROVIDED TO A RESIDENT LIVING IN THE COMMUNITY. CAREGIVER SHALL HAVE THE RESPONSIBILITY TO CONTACT THE RESIDENT'S PHYSICIAN AND RESPONSIBLE PARTY, DESIGNATED FAMILY MEMBER, OR OTHER APPROPRIATE INDIVIDUAL WHEN THERE IS A CHANGE IN CONDITION OF THE RESIDENT.

* Assisted Living may include Memory Care, as applicable.

CAREGIVER IS RESPONSIBLE FOR PROVIDING SERVICES AT THE SAME LEVEL AND TO THE SAME EXTENT AS THOSE SERVICES WOULD BE PROVIDED IF RESIDENT RESIDED IN HIS OR HER HOME RATHER THAN IN THE COMMUNITY, AND SHALL INFORM THE COMMUNITY OF WHAT SERVICES IT SHOULD PROVIDE THE RESIDENT.

Indemnification.

You, Your spouse (if any), and at your direction, Your heirs, hereby waives, holds harmless, indemnifies, and releases the Community and its parent company, owners, affiliates, employees, agents, and attorneys, from all claims, causes of action, demands, obligations, damages, and liabilities asserted or arising out of, incidental to, or in any way related to services provided to You by the Caregiver (including wound care services, if provided), or that result from the presence of the Caregiver on the premises of the Community, and for any damage to Your property, the property of other Residents, or the Community, by Caregiver or agents until the end of time. You further agree to reimburse Community for any costs incurred by the Community, including attorney fees and expenses relating to this Indemnification paragraph. You, Your spouse, and, at Your direction, Your heir(s), understand the responsibilities being assumed by the Caregiver(s) including involvement and treatment of pressure wounds, skin tears, and all other care listed above. This paragraph shall survive the termination of Your services and shall remain in effect until the end of time.

INDIVIDUAL PRIVATE DUTY CAREGIVER

AGREEMENT

Every Caregiver employed directly by You must do the following before commencing employment:

- **Sign this Agreement**
- **Complete and sign the attached Registration Form**
- **Abide by the attached Rules**

This Agreement is by and between the Community named below (“Community” or “us”) and the undersigned Caregiver (“Caregiver” or “You”). This Agreement and Registration Form is required by us as a condition of the provision of services to our Residents and access to the Community and is designed to ensure the safety of all our Residents. For this value received, Caregiver hereby acknowledges and agrees to the following:

1. You are not an employee of the Community. You shall not represent that You are an employee of the Community. You agree not to seek any employee benefits offered to Community employees, including, without limitation, worker’s compensation, unemployment, or disability benefits, vacation/sick pay, or wages.
2. You agree that Your employer is/are the Resident(s) that You are providing services to. You understand that if You are not employed by a Third-Party Vendor or a company, it is your responsibility to ensure timely payment for Your services from the Resident and to negotiate employee benefits, if any, and make appropriate payroll deductions, workers compensation, unemployment compensation, and the filing of government income reports with the Resident.
3. You represent that You have not been convicted or pled guilty of any felony or misdemeanor or as a sex offender in any state of the United States of America except for a motor vehicle violation, not including DUI or DWI, and understand that You cannot perform services in this Community if doing so violates any state or federal law.
4. You represent that You have never been convicted for elderly abuse, neglect, fraud, or financial exploitation for a patient or Resident, or for any violation of the Medicare or Medicaid Program and You understand that You can only perform services in this Community if doing so does not violate any state or federal law.
5. You agree to abide by the attached Rules for Private Duty Caregivers and any other rules, regulations, policies, or procedures that the Community presents or develops in the future.
6. You understand that the Community may ask You to leave the property at any time. You agree to leave immediately when asked to do so.
7. You shall report any act or failure to act that may indicate abuse or neglect of any Resident of the Community to the Executive Director of the Community immediately.

8. You shall consider obtaining a flu vaccination before flu season commences; you also agree to obtain all vaccinations as required of You by the Community.
9. You will cooperate in all policies and procedures developed by the Community to manage infection control efforts.
10. You shall keep confidential any and all information You read, see, or hear that involves the Community or its Residents in any matter whatsoever.
11. You agree to inform the Community of any changes to the information provided on the attached Registration and Information form.
12. IF YOUR CLIENT IS AN ASSISTED LIVING RESIDENT, YOU AGREE TO COMMUNICATE WITH THE WELLNESS DIRECTOR OF THE ASSISTED LIVING COMMUNITY ON A SCHEDULE AS AGREED UPON BETWEEN THE CAREGIVER AND THE COMMUNITY BASED ON THE SERVICES PROVIDED TO THE RESIDENT BY THE CAREGIVER.
13. IF YOUR CLIENT IS AN ASSISTED LIVING RESIDENT AND YOU ARE PROVIDING CARE FOR PRESSURE WOUNDS, SKIN TEARS, CATHETER, OR FEEDING TUBE CARE, OR YOU ADMINISTER ANY MEDICATION BY IV, YOU AGREE YOU WILL PROVIDE A WRITTEN REPORT TO THE WELLNESS DIRECTOR BEFORE LEAVING THE COMMUNITY AFTER EACH TREATMENT. THE WELLNESS DIRECTOR SHALL PROVIDE YOU WITH THE INFORMATION AS TO WHERE THIS REPORT CAN BE LEFT FOR THEIR REVIEW. CAREGIVER ASSUMES RESPONSIBILITY FOR DETERMINING AND DELIVERING THE APPROPRIATE COURSE OF SUCH CARE, INCLUDING THE DETERMINATION TO CHANGE THE LEVEL OF SERVICES PROVIDED TO A RESIDENT LIVING IN THE COMMUNITY. CAREGIVER SHALL HAVE THE RESPONSIBILITY TO CONTACT THE RESIDENT'S PHYSICIAN AND RESPONSIBLE PARTY, DESIGNATED FAMILY MEMBER, OR OTHER APPROPRIATE INDIVIDUAL WHEN THERE IS A CHANGE IN CONDITION OF THE RESIDENT.
14. IF PROVIDING CARE FOR PRESSURE WOUNDS OR SKIN TEARS, UNLESS YOU ADVISE THE COMMUNITY OTHERWISE IN WRITING, YOU AGREE THAT YOU ARE PROVIDING THE FOLLOWING SERVICES: EVALUATION AND MANAGEMENT OF THE WOUND AND DOCUMENTING ALL ENCOUNTERS, TREATMENTS, AND VISITS IN THE RESIDENT'S RECORDS KEPT BY THE COMMUNITY OR IN A SEPARATE RECORD KEPT IN THE COMMUNITY, WHICHEVER IS APPLICABLE. YOU ALSO AGREE TO: DETERMINE A TREATMENT PLAN FOR THE WOUND; OBTAIN TREATMENT ORDERS FOR THE WOUND; TRACKING THE PROGRESS OF THE WOUND AND THE RESPONSE TO TREATMENT; PROVIDE DRESSING CHANGES FOR THE WOUND; ORDER SUPPLIES AND DME FOR THE WOUND; AND IDENTIFY AND DOCUMENT ANY CONTRIBUTORY MEDICAL CONDITIONS OR OTHER FACTORS AFFECTING THE COURSE OF WOUND HEALING. YOU ALSO AGREE TO PARTICIPATE IN A SCHEDULED AND UNSCHEDULED CARE PLANNING MEETINGS HELD BY THE COMMUNITY AND ALERT THE COMMUNITY IMMEDIATELY IF THE WOUND IS WORSENING. LASTLY, YOU AGREE NOT TO PROVIDE ANY DIRECTIVES TO

THE COMMUNITY DIRECT CARE STAFF WITHOUT THE EXPRESS VERBAL PERMISSION OF THE HEALTH AND WELLNESS DIRECTOR OR THE EXECUTIVE DIRECTOR.

15. CAREGIVER IS RESPONSIBLE FOR PROVIDING SERVICES AT THE SAME LEVEL AND TO THE SAME EXTENT AS THOSE SERVICES WOULD BE PROVIDED IF RESIDENT RESIDED IN HIS OR HER HOME RATHER THAN IN THE COMMUNITY, AND SHALL INFORM THE COMMUNITY OF WHAT SERVICES IT SHOULD PROVIDE THE RESIDENT.
16. **Caregiver hereby waives, holds harmless, indemnifies, and releases the Community and its parent company, owner, affiliates, employees, agents, attorneys, and the Residents, from all claims, causes of action, demands, obligations, damages, and liabilities asserted or arising out of, incidental to, or in any way related to the services provided to the Resident(s) (including wound care services, if provided) or that result from Caregiver's presence on the premises of the Community, and for any damage to property of any Resident or the Community by Caregiver until the end of time. Caregiver further agree to reimburse Community for any costs incurred by the Community, including attorney fees and expenses relating to this Indemnification paragraph. Caregiver understands the responsibilities being assumed hereunder, including involvement and treatment of pressure wounds, skin tears, and all other care listed above. This paragraph shall survive the termination of Caregiver's services and shall remain in effect until the end of time.**

The undersigned each acknowledge that he/she has received the Private Duty Caregiver Agreement and each understands and voluntarily agrees to all the terms contained herein.

CAREGIVER

Signature of Caregiver

Date

Printed Name of Caregiver

COMMUNITY NAME: _____

By: _____

Date

Printed: _____

Title: _____

NOTE: Each Caregiver must also complete the attached Registration Form.

**This is so You know who is in Your building, who they are seeing
and who is in Your parking lot.**

INDIVIDUAL PRIVATE DUTY CAREGIVER
REGISTRATION FORM

- Name: _____
- Address: _____
- Telephone: _____
- Automobile Make & Model: _____ License No.: _____
- Contact and Phone in Emergency: _____

Identify all Residents who will receive Your services (attach extra page if needed):

Name: _____ Apt. No.: _____ Telephone: _____

Name: _____ Apt. No.: _____ Telephone: _____

A copy of a current government photo identification for the Caregiver must be attached to this form.

Signature: _____

Date: _____

Any change of information must be promptly reported to the Community in writing.

INDIVIDUAL PRIVATE DUTY CAREGIVERS

RULES

Residents and their authorized representatives (“Resident”) have the right to hire and privately contract with Caregivers or third party contractors not employed or affiliated with the Community. These Private Duty Caregivers (“PDCs”) must comply with the rules set out below while on Community premises. Resident agrees to employ, contract with, or retain only those PDCs who do not violate these Community rules. The Resident shall provide a copy of these rules to such individuals. Additional copies of these rules will be available in the business office.

In the event of a skin condition affecting the Resident, the PDC will provide written notice to the Community of any change in skin condition of a Resident. Furthermore, PDC assumes full responsibility for treatment of the skin condition if the private caregiver is licensed as a nurse.

All PDCs must sign in and out at the required location and wear name tags.

PDCs must keep confidential any and all information that involves the Community or its Residents in any matter whatsoever.

PDCs must comply with all parking restrictions in effect at the Community.

PDCs must comply with this dress code: appropriate clothing at all times; no high-heeled shoes (flats or very low shoes required); no flip-flops; observe good personal hygiene.

PDCs must not bring, or cause another to bring, to Community premises, any firearms or other weapons whatsoever.

PDC must not carry on their person any camera, or video or audio recording equipment while inside the Community or inside the Resident’s Unit. Taking photographs, video or audio recording is prohibited.

PDC is strictly prohibited from taking photographs and making video or audio recordings of any sort anywhere on Community premises.

PDCs may eat meals in the dining room only if the Resident needs assistance with meals. Tray service in the Resident’s Unit requires approval of the Community. Trays, utensils, etc., must be returned to the dining room by the PDC within one hour of delivery to the Unit.

PDCs must bring any complaints, problems or concerns, including any incidents that may indicate abuse or neglect, to the attention of the Executive Director of the Community immediately.

PDCs must immediately report any injury to any Resident to the Executive Director.

In addition to the above, the following conduct is also strictly prohibited:

- Verbal, physical, mental, or financial abuse of any person; theft; illegal use of any drug; indecent or immoral conduct.
- Coming onto the premises while intoxicated; alcohol use on the premises.
- Possession of dangerous weapons, firearms, or fireworks on the premises.
- Using a cell phone for personal purposes while inside the Community; use of a cell phone should be limited to your assigned residents' need and used inside the residents' apartment only.
- Providing overnight services without Executive Director approval.
- Damaging the Community's or any individual's property.
- Soliciting contributions, donations, tips, gifts, employment, services, membership, for self or others; unauthorized distribution of literature.
- Soliciting Residents or employees on behalf of another company or their own business.
- Smoking in the Resident's Unit or anywhere except designated areas.
- Disruptive conduct.
- Malicious gossip, spreading of rumors, harassment, bullying, horseplay, or discriminatory remarks or accusations.
- Use of Community services such as telephones, laundry, transportation, television, computers, other than a public phone.
- Use of the employee break room.
- Unauthorized entry into any room other than the Resident receiving services.
- Unsanitary work practices.
- Cooking, using, or storing food in the Community's Dining Room or Kitchen.
- Going into the Kitchen, Maintenance, Housekeeping areas, or obstructing the work of others anywhere in the Community. Services or supplies needed by the Resident should be requested at the front desk.
- Coming into the Community at any time with an active or contagious condition or disease, such as, but not limited to, flu, virus, cold, tuberculosis, measles, and

mumps, for example. We encourage the Resident to have all privately hired individuals checked for tuberculosis. The Community reserves the right to request any individual to leave the premises if a contagious disease is suspected.

- Providing services to a Resident(s) other than the hiring Resident.
- Supervising, directing, or attempting to give orders to Community staff.
- Representing him/herself as an employee of the Community.
- Having guests, visitors, or children on Community premises at any time.
- Other:_____.

The Community reserves the right to exclude any PDC from the premises at its discretion, to preserve the health, safety and well-being of any Resident, property, or the peaceful operation of the Community. The Community shall involve law enforcement at any time it deems necessary.

THIRD-PARTY VENDOR AGREEMENT

If Your Caregiver is provided by a Third-Party Vendor/Agency (“Third-Party Vendor”), You must have an authorized representative of the Third-Party Vendor do the following:

- **Sign this Agreement (only a representative of the Third-Party Vendor signs this Agreement).**
- **Before commencing work, each Caregiver in the Community who works for the Third-Party Vendor must complete and sign the attached Registration Form. [Usually, the Agency can obtain this for You for each Caregiver.]**
- **Abide by the attached Rules and require each Caregiver to do the same.**

This Agreement is by and between the Community named below (“Community” or “us”) and the undersigned Third-Party Vendor. This Agreement and Registration Form is required by us as a condition of the provision of services to our Residents and access to the Community and is designed to ensure the safety of all our Residents. For this value received, the Third-Party Vendor hereby acknowledges and agrees to the following:

1. Caregivers supplied by Third-Party Vendor (“Caregivers”) are employees of the Third-Party Vendor and are not employees of Community. Caregivers shall not seek, or be entitled to, any employee benefits offered to Community employees, including but not limited to, worker’s compensation, unemployment, or disability benefits, vacation/sick pay, or wages.
2. Third-Party Vendor agrees to complete the Third-Party Vendor Agreement attached to this Agreement for each Caregiver prior to such Caregiver beginning services at the Community and to advise Community of any changes to the information provided on the Registration and Information form within five (5) business days.
3. Third-Party Vendor represents that Caregivers have been through a background investigation that includes the following: a minimum of three personal and three employment reference checks; a national criminal background investigation; and TB and drug testing and that Caregivers have not been convicted of any felony or misdemeanor in any state of the United States of America except for a motor vehicle violation. Third-Party Vendor further affirms that Caregivers have not been convicted for elderly abuse, neglect, fraud, or financial exploitation for a patient or Resident or for any violation of the Medicare or Medicaid Program and acknowledges that Caregivers cannot perform services in this Community if doing so violates any state or federal law. Third-Party Vendor affirms that the Caregivers are not convicted sex offenders in any State. Third-Party Vendor must offer all Caregivers coming to the Community annual flu vaccinations. The Agency will provide proof of national criminal background check, TB test results, and drug screening results upon request from the Community.
4. Third-Party Vendor represents that if applicable to the job, Caregivers have produced their DMV records, a valid driver’s license and proof of automobile insurance prior to their employment. Third-Party Vendor further represents that Third-Party Vendor requires appropriate documentation of immigration/citizenship status for all of its Caregivers. The

Third-Party Vendor agrees to produce copies of all documents mentioned herein at the request of the Community.

5. Caregivers have been provided a copy of the attached Rules for Private Duty Caregivers and any other rules, regulations, policies, or procedures that the Community presents to Third-Party Vendor or develops in the future and has agreed to abide by same.
6. Community reserves the right to ask the Caregiver to leave the property at any time.
7. You shall consider obtaining a flu vaccination before flu season commences; you also agree to obtain all vaccinations as required of You by the Community.
8. You will cooperate in all policies and procedures developed by the Community to manage infection control efforts.
9. You shall keep confidential any and all information You read, see, or hear that involves the Community or its Residents in any matter whatsoever.
10. You agree to inform the Community of any changes to the information provided on the attached Registration and Information form.
11. IF YOUR CLIENT IS AN ASSISTED LIVING RESIDENT, YOU AGREE TO COMMUNICATE WITH THE WELLNESS DIRECTOR OF THE ASSISTED LIVING COMMUNITY ON A SCHEDULE AS AGREED UPON BETWEEN THE CAREGIVER AND THE COMMUNITY BASED ON THE SERVICES PROVIDED TO THE RESIDENT BY THE CAREGIVER.
12. IF YOUR CLIENT IS AN ASSISTED LIVING RESIDENT AND YOU ARE PROVIDING CARE FOR PRESSURE WOUNDS, SKIN TEARS, CATHETER, OR FEEDING TUBE CARE, OR YOU ADMINISTER ANY MEDICATION BY IV, YOU AGREE YOU WILL PROVIDE A WRITTEN REPORT TO THE WELLNESS DIRECTOR BEFORE LEAVING THE COMMUNITY AFTER EACH TREATMENT. THE WELLNESS DIRECTOR SHALL PROVIDE YOU WITH THE INFORMATION AS TO WHERE THIS REPORT CAN BE LEFT FOR THEIR REVIEW. CAREGIVER ASSUMES RESPONSIBILITY FOR DETERMINING AND DELIVERING THE APPROPRIATE COURSE OF SUCH CARE, INCLUDING THE DETERMINATION TO CHANGE THE LEVEL OF SERVICES PROVIDED TO A RESIDENT LIVING IN THE COMMUNITY. CAREGIVER SHALL HAVE THE RESPONSIBILITY TO CONTACT THE RESIDENT'S PHYSICIAN AND RESPONSIBLE PARTY, DESIGNATED FAMILY MEMBER, OR OTHER APPROPRIATE INDIVIDUAL WHEN THERE IS A CHANGE IN CONDITION OF THE RESIDENT.
13. IF PROVIDING CARE FOR PRESSURE WOUNDS OR SKIN TEARS, UNLESS YOU ADVISE THE COMMUNITY OTHERWISE IN WRITING, YOU AGREE THAT YOU ARE PROVIDING THE FOLLOWING SERVICES: EVALUATION AND MANAGEMENT OF THE WOUND AND DOCUMENTING ALL ENCOUNTERS, TREATMENTS, AND VISITS IN THE RESIDENT'S RECORDS KEPT BY THE COMMUNITY OR IN A SEPARATE RECORD KEPT IN THE COMMUNITY,

WHICHEVER IS APPLICABLE. YOU ALSO AGREE TO: DETERMINE A TREATMENT PLAN FOR THE WOUND; OBTAIN TREATMENT ORDERS FOR THE WOUND; TRACKING THE PROGRESS OF THE WOUND AND THE RESPONSE TO TREATMENT; PROVIDE DRESSING CHANGES FOR THE WOUND; ORDER SUPPLIES AND DME FOR THE WOUND; AND IDENTIFY AND DOCUMENT ANY CONTRIBUTORY MEDICAL CONDITIONS OR OTHER FACTORS AFFECTING THE COURSE OF WOUND HEALING. YOU ALSO AGREE TO PARTICIPATE IN A SCHEDULED AND UNSCHEDULED CARE PLANNING MEETINGS HELD BY THE COMMUNITY AND ALERT THE COMMUNITY IMMEDIATELY IF THE WOUND IS WORSENING. LASTLY, YOU AGREE NOT TO PROVIDE ANY DIRECTIVES TO THE COMMUNITY DIRECT CARE STAFF WITHOUT THE EXPRESS VERBAL PERMISSION OF THE HEALTH AND WELLNESS DIRECTOR OR THE EXECUTIVE DIRECTOR.

14. CAREGIVER IS RESPONSIBLE FOR PROVIDING SERVICES AT THE SAME LEVEL AND TO THE SAME EXTENT AS THOSE SERVICES WOULD BE PROVIDED IF RESIDENT RESIDED IN HIS OR HER HOME RATHER THAN IN THE COMMUNITY, AND SHALL INFORM THE COMMUNITY OF WHAT SERVICES IT SHOULD PROVIDE THE RESIDENT.
15. Third-Party Vendor agrees, at its sole expense, to procure and maintain insurance coverage in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate for professional and general liability throughout the period during which services are provided to Residents of the Community. Third-Party Vendor agrees to supply the Community with Certificates of Insurance evidencing the insurance coverage upon request.
16. The Third-Party Vendor acknowledges and understands that it is liable for the acts and omissions of its Caregivers, including, but not necessarily limited to, the development of any impairment of skin integrity including the development and/or decline of skin integrity such as a pressure ulcer. The Third-Party Vendor shall provide the Community with immediate notice of the development of any impairment of skin integrity to the Wellness Director in writing.
17. **Third-Party Vendor hereby waives, holds harmless, indemnifies, and releases the Community and its parent company, owners, affiliates, employees, agents, attorneys, and Residents, from all claims, causes of action, demands, obligations, damages, and liabilities asserted or arising out of, incidental to, or in any way related to any services its Caregivers provide to Residents of the Community (including would care services) and Caregivers' presence on the premises of the Community, and for any damage to the property of any Resident or the Community by the Third-Party Vendor and its Caregivers until the end of time. Third-Party Vendor further agree to reimburse the Community for any costs incurred by the Community, including attorney fees and expenses, relating to this Indemnification paragraph. Third-Party Vendor understands the responsibilities being assumed by it including involvement and treatment of pressure wounds, skin tears, and all other care listed above. This paragraph shall survive the termination of Third-Party Vendor's services to the Resident(s) above and shall remain in effect until the end of time.**

The undersigned each acknowledge that he/she has received the Private Duty Caregiver Agreement and each understands and voluntarily agrees to all the terms contained herein.

THIRD-PARTY VENDOR NAME: _____

By: _____

_____ Date

Printed: _____

Title: _____

COMMUNITY NAME: _____

By: _____

_____ Date

Printed: _____

Title: _____

Note: Each Third-Party Vendor/Agency need only sign this Agreement to cover all of their Caregivers. However, the attached Registration Form must be completed for each Caregiver working for the Third-Party Vendor, regardless of when that Caregiver begins providing services.

THIRD-PARTY VENDOR CAREGIVER

REGISTRATION FORM

(Complete separate form for each private duty Caregiver supplied by the Third-Party Vendor)

- Name of Caregiver: _____
- Address: _____
- Telephone: _____
- Automobile Make & Model: _____ License No.: _____
- Contact and Phone in Emergency: _____
- Name of Third-Party Vendor: _____
- Address of Third-Party Vendor: _____
- Contact Name and Phone Number at Third-Party Vendor: _____

Identify all Residents who will receive services from this Caregiver (attach extra page if needed):

Name: _____ Apt. No.: _____ Telephone: _____

Name: _____ Apt. No.: _____ Telephone: _____

A copy of a current government photo identification for the Caregiver must be attached to this form.

Signature: _____

Date: _____

Any change of information must be promptly reported to the Community in writing.

THIRD-PARTY VENDOR CAREGIVERS

RULES

Residents and their authorized representatives (“Resident”) have the right to hire and privately contract with Caregivers or third party contractors not employed or affiliated with the Community (“PDCs”). These PDCs must comply with the rules set out below while on Community premises. Resident agrees to employ, contract with, or retain only those PDCs who do not violate these Community rules. The Resident shall provide a copy of these rules to such individuals. Additional copies of these rules will be available in the business office.

In the event of an impairment in skin integrity, the PDC will provide written notice to the Community of any change in skin condition of a resident. Furthermore, PDC assumes full responsibility for treatment of the skin condition with notices provided routinely in writing to the Wellness Director related to wound skin status.

All PDCs must sign in and out at the required location (front desk) and wear name tags.

PDCs must keep confidential any and all information that involves the Community or its Residents in any matter whatsoever.

PDCs must comply with all parking restrictions in effect at the Community.

All PDCs must wear appropriate clothing at all times; no high-heeled shoes (flats or very low shoes required); no flip-flops; observe good personal hygiene.

PDCs must not bring onto Community premises, or cause another to bring onto Community premises, any firearms or other weapons whatsoever.

PDC must not carry on their person any camera, or video or audio recording equipment while inside the Community or inside the Resident’s Unit. Taking photographs, video or audio recording is prohibited.

PDC is strictly prohibited from taking photographs and making video or audio recordings of any sort anywhere on Community premises.

PDCs may eat meals in the dining room only if the Resident needs assistance with meals. Tray service in the Resident’s Unit requires approval of the Community. Trays, utensils, etc. must be returned to the dining room by the PDC within one hour of delivery to the Unit.

PDCs must bring any complaints, problems, or concerns, including any incidents that may indicate abuse or neglect, to the attention of the Executive Director.

PDCs must immediately report any injury to any Resident to the Executive Director.

In addition to the above, the following conduct is also strictly prohibited:

- Verbal, physical, mental, or financial abuse of any person; theft; illegal use of any drug; indecent or immoral conduct.
- Coming onto the premises while intoxicated; alcohol use on the premises.
- Possession of dangerous weapons, firearms, or fireworks on the premises.
- Using a cell phone for personal purposes while inside the Community; use of a cell phone should be limited to your assigned residents' need and used inside the residents' apartment only.
- Providing overnight services without Executive Director approval.
- Damaging the Community's or any individual's property.
- Soliciting contributions, donations, tips, gifts, employment, services, membership, for self or others; unauthorized distribution of literature.
- Soliciting Residents or employees on behalf of another company or their own business.
- Smoking in the Resident's Unit or anywhere except designated areas.
- Disruptive conduct.
- Malicious gossip, spreading of rumors, harassment, bullying, horseplay, or discriminatory remarks or accusations.
- Use of Community services such as telephones, laundry, transportation, television, computers, other than a public phone.
- Use of the employee break room.
- Unauthorized entry into any room other than the Resident receiving services.
- Unsanitary work practices.
- Cooking, using, or storing food in the Community's Dining Room or Kitchen.
- Going into the Kitchen, Maintenance, Housekeeping areas, or obstructing the work of others anywhere in the Community. Services or supplies needed by the Resident should be requested at the front desk.
- Coming into the Community at any time with an active or contagious condition or disease, such as, but not limited to, flu, virus, cold, tuberculosis, measles, or

mumps. We encourage the Resident to have all privately hired individuals checked for tuberculosis. The Community reserves the right to request any individual to leave the premises if a contagious disease is suspected.

- Providing services to a Resident(s) other than the hiring Resident.
- Supervising, directing, or attempting to give orders to Community staff.
- Representing him/herself as an employee of the Community.
- Having guests, visitors, or children on Community premises at any time.

The Community reserves the right to exclude any PDC from the premises at its discretion, to preserve the health, safety, and well-being of any Resident, property, or the peaceful operation of the Community. The Community shall involve law enforcement at any time it deems necessary.

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