



**Freedom Village
at Brandywine**

PERSONAL SERVICE PROVIDER POLICY FOR RESIDENTS

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INTRODUCTION

A Personal Service Provider (hereafter "PSP") is any person with whom the resident (or someone on the resident's behalf) contracts to provide health-related or personal care services to the resident. A PSP can represent a significant risk to the resident and a significant liability for a senior living community like Freedom Village at Brandywine (hereafter the "Community"). Such PSPs may be licensed or unlicensed, and may provide health care, personal care, companionship, or household assistance to residents. Examples of PSPs may include registered nurses (RNs), licensed practical nurses (LPNs), certified registered nurse practitioner (CRNPs), clinical nurse specialist (CNS), certified nursing aides (CNAs), geriatric nursing assistants (GNAs), home health aides (HHAs), sitters, companions, secretaries, and housekeepers. The PSP may be a spouse, relative, friend, employee of a home health agency, or a total stranger to the resident. A person who provides legal, financial, tax or insurance-related services to the resident (such as an accountant, broker, financial planner, attorney, tax consultant, or insurance agent) is not a PSP. A Residential Living resident may have a PSP on a 24-hour/7-day a week basis, if necessary, because of a disability.

The PSP provides services to a resident either as an employee of the resident, as an independent contractor, or as an employee of an agency. A PSP is not a resident or an employee of the Community or its owner and is not allowed to present himself or herself as a resident or an employee of the Community or its owner.

In implementing this policy, security, safety, adequacy of care, solicitation of business from other residents, loitering, accidental injury or damage caused by the PSP, theft, resident abuse, double billing of residents, and third-party reimbursement are all concerns. Further concerns are PSPs that deliver health care or personal care may not be appropriately licensed, may not be competent, or may render care negligently.

For licensed areas such as **Personal Care, Memory Care, and Skilled Nursing**, the exposure is compounded by the fact that the PSP may be performing certain duties that the Community is required to furnish under its license. In such instances, even though the resident may have the right to refuse care from the Community and instead receive care from the PSP, the Community must be vigilant that the services required under its license are received by the resident.

PURPOSE OF PSP POLICY

The Community has developed this Personal Service Provider Policy (the "PSP Policy") to protect the health, safety, and welfare of its residents, its staff, and itself. The Community will educate current residents about the PSP Policy. All new and current residents are required to abide by the PSP Policy.

New and current residential (i.e., independent) residents are required to comply with all the terms and conditions outlined in their residency agreement regarding a PSP and are required to follow the PSP Policy. Should current residents' residency agreements not address PSPs, residents have the responsibility to comply with all subsequently amended or adopted policies after occupancy at the Community. Noncompliance with such requirements may result in cancellation of the residents' residency agreements and the residents' right to remain at the Community. Further, since the Community is not a party to the residents' contract with the PSP, it is unable to exercise any direct control or supervision over a residential residents' PSP, unless, in the Community's sole determination, the PSP presents a threat to the Community or its residents' health and safety.

However, for all residents (new and current) residing in **Personal Care, Memory Care, and Skilled Nursing**, the Community's oversight responsibility is greater. To adhere to the licensing requirements for those levels of care, the Community must ensure that residents are actually receiving the care required to be provided under federal and/or state laws and regulations. Even though the Community is licensed to provide care, it is recognized that a resident may refuse care from the Community and instead receive it from a PSP or receive additional care from a PSP while the resident is residing in **Personal Care, Memory Care, and Skilled Nursing**. Thus, to ensure a resident's safety and to meet licensing requirements, the Community will exercise control and supervision of a PSP engaged by a resident in **Personal Care, Memory Care, and Skilled Nursing**.

RECOMMENDED HOME HEALTH AGENCY

If a resident desires the services of a PSP, the resident is encouraged to obtain these services from **Innovative Home Services by LCS**. **Innovative Home Services by LCS** is the provider preferred by the owner of the Community. This designation has been provided to give the greatest protection to the residents and to the Community. However, the resident can choose whomever he or she wants to provide health-related or personal care services if the PSP Policy is adhered to and followed. A list of other agencies is available from the Community's administrative office.

If the resident chooses not to use **Innovative Home Services by LCS**, the resident will assume responsibility for making sure the PSP has insurance, verifying licensure or certification, conducting a criminal record background check, making sure the individual is free from a medical condition (including mycobacterium tuberculosis) that would limit the person from providing necessary services with reasonable skill and safety, and checking whether a PSP is ineligible to participate in any Federal health care programs. Further, if the resident chooses not to use **Innovative Home Services by LCS**, the resident assumes responsibility for withholding and remitting taxes, providing insurance as appropriate, and checking the PSP's employment-related references.

A resident is not allowed to hire a previous Community employee whose employment was terminated by the Community.

Hiring a PSP is done at the expense and risk of the resident.

RULES OF CONDUCT AND POLICIES FOR ALL PSPs

RULES OF CONDUCT FOR ALL PSPS

All residents are required to ensure that the PSP follows the Rules of Conduct for all PSPs. The Community reserves the right to require the resident to remove any person from the premises who has been determined to have violated the Rules of Conduct. The Community also reserves the right to immediately escort the PSP from the Community and deny reentry into the Community if the PSP exhibits conduct which poses an immediate safety threat to any resident or employee; or is destructive, or threatens to be destructive, to any property of any resident, employee, or the Community. The following conduct will result in immediate action and may result in prohibiting the PSP access to the Community:

- Verbal or physical abuse
- Theft
- Use of illegal drugs on premises
- Possession of dangerous weapons on premises
- Indecent or immoral conduct on the premises
- Willful damage of property
- Unauthorized entry into any residence not necessary for provision of services to resident

Any of the following activities or conduct may result in a request that the resident notify the PSP of his or her immediate loss of privileges to enter the Community to provide services to any resident:

- Alcohol use on premises
- Failure to sign in or out or to report to the nurse or other staff member in charge of **Personal Care, Memory Care, and Skilled Nursing**
- Failure to report to the nurse or other staff member in charge in **Personal Care, Memory Care, and Skilled Nursing** of a change in resident's health status
- Soliciting contributions, donations, tips, gifts, or employment from others in the Community
- Failure to honor the **Personal Care, Memory Care, and Skilled Nursing** resident's rights, as applicable
- Failure to abide by parking restrictions
- Failure to follow smoking restrictions
- Disruptive conduct
- Unauthorized distribution of literature
- Malicious gossip, spreading of rumors, harassment, or discriminatory remarks or accusations
- Use of telephones for non-job-related purposes or personal use that interferes with the performance of his or her job
- Failure to maintain basic personal hygiene and cleanliness
- Use of employee dining and break rooms
- Eating in the resident's dining area, unless an invited guest
- Unsanitary work practices or contributing to unsanitary work conditions
- Failure to report a change in a residential resident's health status to the Resident Services Director
- Not adhering to basic nursing care standards when providing nursing care
- Other conduct deemed to constitute good cause for loss of privileges

POLICIES FOR ALL PSPS

All residents are required to ensure that the PSP follows the Policies established for all PSPs. The Community reserves the right to require the resident to remove any person from the premises who has been determined to have violated the Policies. The Community also reserves the right to immediately escort the PSP from the Community and deny reentry into the Community if the PSP exhibits conduct in violating the Policies which poses an immediate safety threat to any resident or employee; or is destructive, or threatens to be destructive, to any property of any resident, employee or the Community.

Activities

It is the Community's policy to maintain and support the resident. Residents are encouraged to be involved in the activities at the Community. The PSP may assist the resident to the activity and may assist the resident in participating in the activity if necessary. However, the PSP may not personally participate in the activity. A monthly schedule of activities is published for the resident's convenience.

Biohazardous Materials

If the PSP will change dressings, or if visible blood or secretions are observed, the PSP should be informed to wear gloves for protection and follow Standard Precautions as defined by OSHA. Contaminated items must be placed in a **red plastic bag and disposed of in the biohazardous trash container. Red bags may be obtained from housekeeping for an Extra Charge.** Please note that housekeepers do not dispose of biohazardous trash. All sharps and needles are to be disposed of in a **sharp's container available from the Wellness Center. The PSP should check with the Wellness Nurse for the location of the biohazardous trash container.**

Dress

The PSP's appearance must be clean, neat, and professional. For example, hair should be neat, clean, and out of the face. **Blue jeans, tank tops, sweatpants, t-shirts, or short shorts** should be discouraged. For safety reasons, **slippers, sandals, and open-toed shoes** should not be permitted.

Financial Matters

It is strongly recommended that the PSP not be involved in any of the resident's financial matters. If the PSP is engaged in resident's financial matters, it is done at the risk of the resident. The resident should use caution before naming the PSP as a responsible party or legal representative.

Identification

The PSP must wear an identification badge while at the Community for security purposes. A PSP who has an employing agency must wear a badge from the agency with which they are employed. For a PSP not employed by an agency, the Resident Services Director will issue an identification badge at the resident's request and at the expense of the resident. Should the badge be lost, there is a replacement fee for each badge.

The Community's security system is dependent upon the identification badge system. Therefore, if an identification badge is not worn, security guards may require proper identification before allowing a PSP to enter the Community. The badge, if provided by the Community, should be returned to the Resident Services Director upon termination of services.

Incontinent Products

Incontinent products should be placed in **a small trash bag and disposed of in the designated receptacle in the soiled utility room at the end of each hall. A PSP for a residential living resident should contact the Housekeeping Department to arrange for pick-up. Incontinent products should never be disposed of down a toilet – this causes significant problems with the sewer system.**

Latex Gloves

Contaminated latex gloves should be disposed of in accordance with the guidelines for disposal of biohazardous materials listed above. If the gloves are not contaminated, they can be disposed of in the regular trash. **Latex gloves should never be disposed of down a toilet – this causes significant problems with the sewer system.**

Meals

The PSP may assist the resident with transportation to and from the dining areas in the Community. When accompanying the resident to a dining area, the PSP should be well groomed and appropriately dressed in accordance with the dress code set forth in the current Dining Room and Events Policy. The PSP can aid in the dining room if required by the resident due to their disability. The PSP should not assist any other resident; if another resident needs help, inform the Community staff and they will respond accordingly.

The resident may purchase carry-out meals for his or her PSP for an extra charge, or the PSP may purchase food items **from The Hunt Club** during regular hours. No meals or breaks are to be taken in the lobby areas of the Community, in the employee dining room or break room, or outside any of the Community's entrances. The PSP will be allowed to dine in the Community's dining rooms as a guest of the resident in accordance with the Community's Dining Room and Events Policy.

Orientation

The PSP must undergo a brief orientation (i.e., emergency exists, fire alarms, evacuation procedures, and other protocol) with a community staff member when they begin working for the resident.

Parking

The PSP may park only in the top **parking lot in a spot designated Visitor**. Under no conditions should the PSP park in the residents' or visitors' parking area, on the grass, or on the sidewalk.

Smoking

The Community is a nonsmoking facility. The PSP will not be allowed to smoke on the Community's campus. Should the PSP leave the Community's campus to smoke, it must not interfere with job performance and providing services to the resident.

Visitors

The PSP is not allowed to have unauthorized visitors at any time on the grounds, other than for transportation purposes. This includes mealtime and break time. If someone is providing the PSP with transportation, he or she should be advised to wait at the main entrance or in his/her car in the designated PSP parking area rather than traverse the halls. The PSP is not allowed to bring his/her family members (including children) with the PSP when providing services to the resident unless the family member is invited by the Resident for a social visit. Security has been informed to identify and direct out of the Community any individual who is not an employee of the Community, who is not a PSP, who is not conducting business at the Community, or who is not a relative or guest of a resident.

POLICIES FOR EMPLOYING/CONTRACTING WITH ALL PSPS

Resident Acknowledgment and Indemnification Agreement

The resident will read and sign a Resident Acknowledgment and Indemnification Agreement relating to the employment of a PSP (see Exhibit C attached hereto) at the time of closing on a residential residence, **signing a personal care residency agreement, memory care residency agreement, or a nursing care residency agreement**, or upon engaging the services of a PSP. If the resident has already signed a Resident Acknowledgment and Indemnification Agreement prior to admission to **assisted living, memory care, or nursing care** another one is not necessary.

Personal Service Provider Acknowledgement

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

It is required that the resident have a PSP or a PSP's employing agency complete a Personal Service Provider Acknowledgement form (see Exhibit A attached hereto) prior to providing services to the resident. The resident and/or the resident's responsible party, if applicable, should retain the completed form.

Health Information

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

Tuberculosis Screening

For the health and safety of all residents at the Community, the Community will assist the resident, at the resident's expense, in confirming that the PSP is free from tuberculosis through documentation that the individual has been screened for and is free from active mycobacterium tuberculosis. The screening shall be conducted in accordance with the Centers for Disease Control and Prevention's (CDC) guidelines for preventing the transmission of mycobacterium tuberculosis in health care settings. If the PSP is employed by an agency, this information must be requested from the employing agency.

Due to the Community's responsibility to ensure the health and safety of all residents, should the PSP have tuberculosis, the Community will discuss the severity with the resident and will not allow the PSP on the Community's property.

For the health and safety of all residents at the Community, the Community will initially assist the resident in requiring the PSP to submit a statement from a physician based on an exam within the last 6 months that the PSP is in reasonably good health and does not appear to be at risk of transmitting communicable diseases. Thereafter, for as long as the PSP is providing services at the Community, the PSP must notify the resident and the Community if there is a change in the PSP's health condition that is communicable or impacts PSP's ability to provide services.

For the health and safety of all its residents, the Community reserves the right to not allow the PSP on the Community's property if the PSP has a risk of transmitting the communicable disease.

Nonwaiver

This policy is adopted for the protection of the Community and its residents. Any waiver of this policy must be in writing and signed by the Executive Director. Failure to enforce adherence to this policy by the Community's staff, whether through inadvertence, oversight, negligence or otherwise, is not to be construed as a waiver or breach of any duty by the Community to any resident. This policy may be repealed or modified by the Community at any time.

Notification to the Community

To ensure resident's security and safety and the safety and security of all residents of the Community, the resident is required to immediately notify the Community's administrative office when the resident has engaged the services of a PSP, whether as an employee of the resident, independently contracted, or contracted through an agency. The resident will also be required to provide the Community with the name of the PSP.

Further, the Community requires that the resident immediately inform the Community's administrative office of the termination of a PSP.

Reference Checks

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

It is strongly recommended that the resident request employee references from the PSP and check those references prior to employment. If the PSP is employed by an agency, the resident should ask the employing agency to provide employment-related reference checks on the PSP.

Resident Checklist

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

To assist the resident in assuring that everything is completed prior to the PSP providing services, attached is a Resident Checklist Regarding Personal Service Provider (see Exhibit B attached hereto).

Taxes

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

If the resident enters into an agreement with an individual rather than an employing agency for PSP services, the resident may have federal and state employment tax obligations including withholding obligations. The resident should consult with his/her legal counsel and/or accountant.

POLICIES AND GUIDELINES FOR RESIDENTIAL PSPS

POLICIES FOR RESIDENTIAL PSPS

New and current residential (i.e., independent) residents are required to comply with all the terms and conditions outlined in their residency agreement regarding a PSP and are required to follow the PSP Policy. Should current residents' residency agreements not address PSPs, residents have the responsibility to comply with all subsequently amended or adopted policies after occupancy at the Community. Noncompliance with such requirements may result in cancellation of the residents' residency agreements and the residents' right to remain at the Community. Further, since the Community is not a party to the residents' contract with the PSP, it is unable to exercise any direct control or supervision over a residential residents' PSP, unless, in the Community's sole determination, the PSP presents a threat to the Community or its residents' health and safety. A Residential Living resident may have a PSP on a 24-hour/7-day a week basis, if necessary, because of a disability.

Change in Health Status

Residential residents should advise their PSPs, that in the event of any change in the resident's health status, the PSP is required to notify the Wellness Nurse. Early identification of a change in the resident's health status will allow the Community to assist in seeing that the resident's health care needs are being addressed adequately. Changes in health status include mental, physical, or emotional.

Emergency Call Procedures

For emergency situations involving a residential resident, a resident's PSP may summon **emergency personnel or security staff by pulling the emergency call cord or by telephoning the reception desk (dial "5100")**. Depending upon the immediacy of the resident's condition, the PSP may decide to call **911 directly**. **If this occurs, the PSP must also call the reception desk for assistance. The receptionist will call the health center staff to report the emergency and a nurse will respond.**

Housekeeping

Housekeeping for residential residents is based on a specific time schedule every other week. If the resident and PSP are going to be away from the residence during the scheduled cleaning time, housekeeping must be notified.

Incontinent Products

A PSP for a residential resident should contact Housekeeping **to arrange for pick-up. Incontinent products should never be disposed of down a toilet – this causes significant problems with the sewer system.**

Laundry

A residential resident's personal laundry may be washed by the PSP in the laundry room. A PSP may only use one washer and one dryer at a time. A PSP is not allowed to wash his/her personal

laundry at the Community unless the PSP is providing services to the resident on a 24/7 basis, or the resident has personal laundry facilities in his/her residence.

Meals and Breaks

Residential residents should have their PSPs notify **the receptionist** before leaving the premises in case the resident calls for assistance during the PSPs absence. The PSP should be considerate of the resident when timing meals and breaks. It is not the responsibility of the Community staff to contact the PSP.

Personal Service Provider Register

Residential residents will require the PSP to sign in and out in the Personal Service Provider Register **located at the Main Entrance** upon entering and leaving the Community.

Security

Residential resident's PSP shall use the **main entrance only** of the Community. The main entrance is open from 6 a.m. to 9 p.m. every day. **If the PSP arrives after hours, the resident should instruct the PSP to dial "5100", on the telephone in the main vestibule to seek entry. All other exterior doors are locked and always alarmed].** Neither the PSP nor the resident shall prop open any exterior doors.

Each residence resident has a key to his/her residence and outside door. Since one key is issued to each resident for the residence and the outside doors, giving a resident key to the PSP breaches security, not just for the resident, but for all residents at the Community. Therefore, no PSP should have a key to a resident's residence for any purpose, for any reason unless there has been a discussion by the resident and the PSP with the Community's administrative office.

The resident also has a **key to his/her mailbox. If the resident requests the PSP to collect his/her mail, the key may be used to open a resident's mailbox, but then must be returned to the resident. No PSP should have the resident's mailbox key on a permanent basis. Neither the PSP nor the resident may make duplicate keys.**

Transportation

A PSP may take the resident on outings, errands, or physician appointments in the resident's car or the PSP's car. If the PSP's responsibilities include driving, the resident should require a copy of the PSP's valid driver's license and evidence of automobile liability insurance.

For residential living residents, a Resident Absence Form should be completed prior to leaving the Community for more than a day. The form may be obtained from the reception desk.

Regularly scheduled transportation service is provided for the residents. The activity schedule is distributed to the resident and is available **at the reception desk. Certain days have been assigned for shopping and errands. Transportation is also available for doctor and dentist appointments.** The PSP may use the transportation provided by the Community when

accompanying the resident to aid the resident. Otherwise, the PSP may NOT use transportation provided by the Community.

Trash Removal

The PSP may assist the residential resident in disposing of trash and in keeping the residence neat and orderly. The resident should inform the PSP to **read and follow recycling procedures as posted in the trash rooms. All trash should be disposed of in the trash chute. Please place trash in small bags that will go through the chute. Do not stack trash or papers behind the trash room door.**

Use of Features, Facilities, Services by PSP & Charges for PSPs

The Community's amenities, facilities, and/or services are for the benefit of the residents of the Community. Therefore, the PSP is not entitled to use any features, facilities, and/or services provided for residents of the Community (what would commonly be considered common-use amenities of the Community, including, for example, exercise facilities or events hosted by the Community for residents of the Community) without both the consent of the resident and the Executive Director of the Community. Consent will be provided if it is necessary for the PSP to use such features, facilities, and/or services to provide assistance to the resident. If consent is obtained, the resident will be obligated to pay the then-current extra charge billed by the Community for the PSP's use of the features, facilities, and/or services. However, if the PSP is using the features, facilities, and/or services only incidentally in order to provide assistance to the resident, no fee will be charged. The PSP shall be permitted to continue to use the features, facilities, and/or services during any temporary absence of the resident, as long as the resident continues to pay the extra charge required by the Community. The Community, at any time, may stop providing the PSP with these features, facilities, and/or services, if the PSP violates the Rules of Conduct listed in the Personal Service Provider Policy.

If a resident employs the PSP to reside in a residential residence 24 hours a day, the resident shall also be obligated to pay the then-current extra charge billed by the Community for the PSP's use of the residential residence [(e.g., **housekeeping, utilities, flat laundry service**)]. The PSP shall be permitted to reside in the residence during any temporary absence of the resident, as long as the resident continues to pay the extra charge billed. The paragraph above concerning charges for a PSP's use of the features, facilities, and services provided for residents of the Community also applies to PSPs who reside in a residential residence 24 hours a day.

GUIDELINES FOR EMPLOYING/CONTRACTING WITH RESIDENTIAL PSPs

Criminal Record Background Check

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

For the health and safety of all residents at the Community, the residential resident is required to obtain a criminal record background check on a PSP before the PSP begins working for the resident. Upon employment, the Resident shall obtain from the PSP a report of criminal history information or a statement from the State Police that their central repository contains no information relating to that person. If the PSP has not been a resident of Pennsylvania for at least two years immediately preceding application for employment, the Resident shall obtain from the PSP a report of federal criminal history record information. The PSP shall also submit a full set of fingerprints to the State Police, which shall forward them to the Federal Bureau of Investigation for a national criminal history check. After the initial criminal background check, the Community reserves the right to request an updated criminal background check during the resident's employment of the PSP. The process of conducting a criminal record background check is outlined in the Resident Checklist Regarding Personal Service Provider (see Exhibit B attached hereto). If the PSP is employed by an agency, the resident must ask the employing agency to provide the criminal record background check to determine if a criminal record exists on the PSP.

The residential resident will use the criminal record obtained to make a decision as to whether or not to seek the services of the PSP. Guidelines for making a decision are available from the Community's administrative office (see Exhibit D attached hereto). The resident is urged to consult with legal counsel regarding any criminal convictions.

If requested by a residential resident, the Community will assist the resident in obtaining and assessing the criminal record background check. The Community reserves the right to request a copy of the criminal background check from the resident if there is a concern that a crime may have been committed by the PSP, and the resident must provide a copy to the Community upon its request. If the Community is aware that a PSP has been convicted of a crime, the Community will discuss the severity of the crime with the resident. [NOTE: Discussion with the resident is necessary to determine the fact circumstances behind the crime (i.e. was the crime a series of traffic violations, which may not warrant termination of the PSP?) Factors including the date, nature and disposition of the offense should be considered. This gives the community freedom of self-determination in these situations.] For the health and safety of all of its residents, the Community reserves the right to take any action it deems appropriate, which may include requesting the resident to immediately terminate the relationship with the PSP. Failure to comply with such request may result in cancellation of the residency agreement.

Exclusion From Participation in a Federal Health Care Program

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

It is recommended that the residential resident confirm that the PSP is not ineligible to participate in any Federal health care programs. This information will assist the resident in making an informed decision. The process of verifying this information is outlined in the Resident Checklist Regarding Personal Service Provider (see Exhibit B attached hereto). If the PSP is employed by an agency, the resident should ask the employing agency to verify that the PSP is not ineligible to participate in any Federal health care programs.

If requested by a residential resident, the Community will assist the resident in obtaining the excluded individual information. The Community reserves the right to request a copy of the report from the resident if there is a concern that a crime may have been committed by the PSP, and the resident must provide a copy to the Community upon its request. If the Community is aware that the PSP is excluded from participating in any Federal health care program, the Community will discuss with the resident the severity of the violation and the opportunity for reinstatement of the PSP based on the Community's Corporate Compliance Program. For the health and safety of all its residents, the Community reserves the right to take any action it deems appropriate, which may include requesting the resident to immediately terminate the relationship with the PSP. Failure to comply with such request may result in cancellation of the residency agreement.

Insurance

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

PSP Insurance - The resident is required to verify with the PSP that the PSP has the proper insurance coverage including, but not limited to:

1. Personal umbrella liability policy;
2. Medical professional liability, if providing medical services;
3. Automobile liability, if PSP's automobile will be used; and
4. Worker's compensation insurance from the PSP's employing agency or from the PSP if the PSP is an independent contractor.
5. ***[Note: It is recommended that the resident consult with his or her insurance agent or legal counsel about state requirements for unemployment compensation insurance and worker's compensation insurance.]***

Verification of PSP insurance will be requested on the Personal Service Provider Acknowledgment form (see Exhibit A attached hereto). The PSP or the PSP's employing agency must provide Certificates of Insurance to the resident. If requested, residential residents must be able to provide Certificates of Insurance to the Community. For the health and safety of all of its residents, the

Community reserves the right to take any action it deems appropriate, which may include requesting the resident to immediately terminate the relationship with the PSP. Failure to comply with such request may result in cancellation of the residency agreement.

Resident Insurance –The resident should also consider carrying the following insurance (see further explanation below):

1. Personal liability;
2. Automobile liability;
3. Unemployment compensation insurance; and
4. Worker's compensation insurance.

[Note: It is recommended that the resident consult with his or her insurance agent or legal counsel about state requirements for unemployment compensation insurance and worker's compensation insurance.]

The resident may be liable for any damage/injury that may occur to the PSP and/or the PSP's property. Therefore, the resident should have personal liability insurance.

If the resident's automobile will be used by the PSP, the resident should have automobile liability insurance that covers the PSP.

In addition, the resident is required to carry unemployment compensation insurance and worker's compensation insurance for a PSP who is the resident's employee. ***[Note: It is recommended that the resident consult with his or her insurance agent or legal counsel about state requirements for unemployment compensation insurance and worker's compensation insurance].*** If a resident has contracted with an individual rather than an agency to provide services, it is likely that an employer/employee relationship exists. If the resident is not sure whether an employer/employee relationship exists, the resident should consult with his/her legal counsel and/or accountant.

Licensure or Certification

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

The resident is required to obtain a copy of the appropriate professional licensure or certification (RN, LPN, CRNP, CNS, CNA, GNA or HHA) from the PSP or the PSP's employing agency prior to the PSP providing medical or health care services to the resident. The process for verifying professional licensure or certification is outlined in the Resident Checklist Regarding Personal Service Provider (see Exhibit B attached hereto).

The Community will provide assistance to residential residents upon request. If requested, the resident must be able to provide a copy of current verification of licensure or certification. The resident will use the information obtained to make a decision as to whether or not to seek the services of the PSP. If the PSP will be providing medical or health care services and does not have the proper licensure or certification, the Community will counsel the resident. ***[NOTE: Discussion with the resident is necessary since the resident has the right to make health care decisions and choose his/her own health care providers.]*** For the health and safety of all its residents, the Community reserves the right to take any action it deems appropriate, which may

include requesting the resident to immediately terminate the relationship with the PSP. Failure to comply with such request may result in cancellation of the residency agreement.

**POLICIES FOR ASSISTED LIVING,
MEMORY CARE, AND NURSING
CARE PSPS**

POLICIES FOR [ASSISTED LIVING, MEMORY CARE, AND NURSING CARE] PSPS

For all residents (new and current) residing in licensed and regulated **assisted living, memory care, or nursing care**, the Community's oversight responsibility is greater. In order to adhere to the licensing requirements for those levels of care, the Community must ensure that residents are actually receiving the care required to be provided under federal and/or state laws and regulations. Even though the Community is licensed to provide care, it is recognized that a resident may refuse care from the Community and instead receive it from a PSP or receive additional care from a PSP while the resident is residing in **assisted living, memory care, or nursing care**. Thus, to ensure a resident's safety and to meet licensing requirements, the Community will exercise control and supervision of a PSP engaged by a resident in **assisted living, memory care, and nursing care**.

Change in Health Status

PSPs for **assisted living, memory care, or nursing care** residents should notify the nurse or other staff member in charge. Early identification of a change in the resident's health status will allow the Community to assist in seeing that the resident's health care needs are being attended to adequately. Changes in health status include mental, physical, or emotional.

Emergency Call Procedures

For emergency situations involving **an assisted living, memory care, or nursing care resident, a resident's PSP must summon a nurse or other staff member in charge in assisted living, memory care, or nursing care. Depending upon the immediacy of the resident's condition, the PSP may decide to call 911 directly. If this occurs, the PSP must notify the nurse or other staff member in charge.**

Housekeeping

Housekeeping is done on a daily basis **in assisted living, memory care, and nursing care, which includes disposal of regular trash. The resident should instruct the PSP to dispose of incontinent products in the soiled utility room on a regular basis. There are recycling containers in the nurses' lounge. Please read and follow recycling procedures as posted in the nurses' lounge.**

Incontinent Products

Incontinent products should be **placed in a small trash bag and disposed of in the designated receptacle in the soiled utility room in the laundry room at the end of the hall. Incontinent products should never be disposed of down a toilet – this causes significant problems with the sewer system.**

Laundry

Laundry is done on a **daily basis for assisted living, memory care, and nursing care residents. The PSP should ask the resident's family who does the resident's personal laundry. Soiled linens should be placed in a plastic bag which can be obtained from a nurse or other staff member in charge. Soiled items should be placed in the laundry container located in the soiled utility room.**

Meals and Breaks

For **assisted living, memory care, or nursing care** residents, if the PSP leaves the resident for any reason during the time the PSP is providing services to the resident, the PSP must notify the

Community staff. The PSP should be considerate of the resident when timing meals and breaks. It is not the responsibility of the Community staff to contact the PSP.

Personal Service Provider Register

PSPs for **assisted living, memory care, and nursing care** are required to sign in and out at the [nurses' station] at the beginning and end of each shift.

Security

The PSP should use the main **entrance only of the Community. The main entrance is open from 7 a.m. to 7 p.m. every day. If the PSP arrives after hours, the resident should instruct the PSP to dial "0", on the telephone in the front vestibule to seek entry.** All other exterior doors are locked and alarmed at all times. Please do not prop open any exterior doors.

Transportation

With prior approval of the resident's attending physician or appropriate Community staff, a PSP may take the resident on outings, errands, or physician appointments in the resident's car or the PSP's car. If the PSP's responsibilities include driving, the resident should require a copy of the PSP's valid driver's license and evidence of automobile liability insurance.

If a PSP accompanies **an assisted living, memory care, or nursing care** resident on an outing, the PSP should sign the resident "out" when leaving and "in" when returning. The sign in and out is located at the reception desk.

Regularly-scheduled transportation service is provided for the residents. The activity schedule is distributed to the resident and is available at the receptionist desk. Transportation is available for doctor and dentist appointments. Certain days may also be available for shopping and errands. The PSP may use the transportation provided by the Community when accompanying the resident to provide assistance to the resident. Otherwise, the PSP may NOT use transportation provided by the Community.

Trash Removal

The housekeeper will dispose of trash on a **daily basis for assisted living, memory care, and nursing care residents. Trash should be placed in the appropriate containers located in the resident's residence. If there are items that can be recycled, recycling containers are available in the nurses' lounge. Please read and follow the recycling procedures as posted in the nurses' lounge.**

Use of Features, Facilities, Services by PSP

The PSP is not an employee or resident of the Community, or its owner, or any other related entity or subsidiary of its owner. The PSP is not entitled to any **assisted living, memory care, or nursing care** services, nor is the PSP entitled to occupy **an assisted living, memory care, or nursing care** residence with the resident. The PSPs use of features, facilities and services at the Community is limited to providing services to the resident.

**POLICIES FOR EMPLOYING/CONTRACTING
WITH [ASSISTED LIVING, MEMORY CARE OR NURSING CARE] PSPS**

Criminal Record Background Check

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

Upon employment, the Resident shall obtain from the PSP a report of criminal history information or a statement from the State Police that their central repository contains no information relating to that person. For the health and safety of all residents at the Community, the Community will assist the resident in obtaining a criminal record background check before the PSP begins working for the resident. If the PSP has not been a resident of Pennsylvania for at least two years immediately preceding application for employment, the Resident shall obtain from the PSP a report of federal criminal history record information. The PSP shall also submit a full set of fingerprints to the State Police, which shall forward them to the Federal Bureau of Investigation for a national criminal history check. After the initial criminal background check, the Community reserves the right to request an updated criminal background check during the resident's employment of the PSP. The process of conducting a criminal record background check is outlined in the Resident Checklist Regarding Personal Service Provider (see Exhibit B attached hereto). If the PSP is employed by an agency, the employing agency must provide the PSPs criminal record background check.

If the PSP has been convicted of a crime, the Community will discuss the severity of the crime with the resident. Guidelines for deciding are available from the Community's administrative office (see Exhibit D attached hereto). For the health and safety of all its residents, the Community reserves the right to not allow the PSP on the Community's property.

Exclusion From Participation in a Federal Health Care Program

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

For the protection of the residents and the Community, the Community will assist the resident in confirming that the PSP is not ineligible to participate in any Federal health care programs before the PSP begins working for the resident. The process of verifying this information is outlined in the Resident Checklist Regarding Personal Service Provider (see Exhibit B attached hereto). If the PSP is employed by an agency, the resident should ask the employing agency to verify that the PSP is not ineligible to participate in any Federal health care programs.

If the PSP is excluded from participating in any Federal health care program, the Community will discuss with the resident the severity of the violation and the Community will not allow the PSP on the Community's property.

Insurance

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

PSP Insurance - The resident is required to verify with the PSP that the PSP has the proper insurance coverage including, but not limited to:

1. Personal liability;
2. Medical professional liability, if providing medical services;
3. Automobile liability, if PSP's automobile will be used; and
4. Worker's compensation insurance from the PSP's employing agency or from the PSP if the PSP is an independent contractor.
5. ***[Note: It is recommended that the resident consult with his or her insurance agent or legal counsel about state requirements for unemployment compensation insurance and worker's compensation insurance.]***

Verification of PSP insurance will be requested on the Personal Service Provider Acknowledgment form (see Exhibit A attached hereto). The PSP or the PSP's employing agency must provide Certificates of Insurance to the resident who in turn will provide the Certificates of Insurance to the Community. For the health and safety of all residents, the Community reserves the right to not allow the PSP on the Community's property should the PSP not have adequate insurance.

Resident Insurance –The resident should also consider carrying the following insurance (see further explanation below):

1. Personal liability;
 2. Automobile liability;
 3. Unemployment compensation insurance; and
 4. Worker's compensation insurance.
- [Note: It is recommended that the resident consult with his or her insurance agent or legal counsel about state requirements for unemployment compensation insurance and worker's compensation insurance.]***

The resident may be liable for any damage/injury that may occur to the PSP and/or the PSP's property. Therefore, the resident should have personal liability insurance.

If the resident's automobile will be used by the PSP, the resident should have automobile liability insurance that covers the PSP.

In addition, the resident is required to carry unemployment compensation insurance and worker's compensation insurance for a PSP who is the resident's employee. ***[Note: It is recommended that the resident consult with his or her insurance agent or legal counsel about state requirements for unemployment compensation insurance and worker's compensation insurance].*** If a resident has contracted with an individual rather than an agency to provide services, it is likely that an employer/employee relationship exists. If the resident is not sure whether an employer/employee relationship exists, the resident should consult with his/her legal counsel and/or accountant.

Licensure or Certification

This section does not apply to a resident who utilizes Innovative Home Services by LCS, the preferred provider.

The resident is required to obtain a copy of the appropriate professional licensure or certification (RN, LPN, CRNP, CNS, CNA, GNA, or HHA) from the PSP or the PSP's employing agency prior to the PSP providing medical or health care services to the resident. The process for verifying professional licensure or certification is outlined in the Resident Checklist Regarding Personal Service Provider (see Exhibit B attached hereto). The Community will assist the resident in obtaining verification of licensure or certification. If the PSP will be providing medical or health care services and does not have the proper licensure or certification, the Community will counsel the resident. **[NOTE: Discussion with the resident is necessary since the resident has the right to make health care decisions and choose his/her own health care providers.]** For the health and safety of all its residents, the Community reserves the right to not allow the PSP on the Community's property if the PSP does not have proper licensure or certification.

Attachments:

- Exhibit A - Personal Service Provider Acknowledgment**
- Exhibit B - Resident Checklist For Selecting a Personal Service Provider**
- Exhibit C - Resident Acknowledgment and Indemnification Agreement**
- Exhibit D - Guidelines for PSPs Who Have Criminal Backgrounds**

DISCLAIMER FOR POLICIES

The above policy and related directions have been prepared by Life Care Services LLC ("Life Care Services") as a service to its clients. Because laws vary from state to state and because the policy may be used in a variety of circumstances, the policy and related directions are to be used by clients of Life Care Services only after such policy has been reviewed and approved by client's legal counsel.

The policies are protected by intellectual property law, including copyrights, trade secrets and other applicable state and federal laws and regulations. Clients may use these policies solely for and within their communities. You are strictly prohibited from distributing or transmitting the policies outside of your community.

It is recommended that clients regularly contact their compliance coordinator/manager for any changes to the above policy and/or related directions. Because of the numerous standard and unique documents and directions available from Life Care Services Compliance, Life Care Services Compliance recommends that the client periodically check LCS Connect under Functions, Compliance, Standard Documents to check the currentness of the client's documents.



EXHIBITS

PERSONAL SERVICE PROVIDER ACKNOWLEDGMENT

To be completed by individual providing services for resident

Note: This form is not required to be completed by a Personal Service Provider ("PSP") engaged through Innovative Home Services by LCS, the preferred provider.

Name: _____

Address: _____

Telephone No. _____ Social Security No. _____

Automobile Make & Model _____ License No. _____

In case of emergency contact: _____ Address: _____ Telephone No. _____

If under 18 years of age, do you have a work permit? Yes No

If not a U.S. Citizen, do you have the legal right to work in the U.S.A. (i.e., work visa)?
Yes No

Do you have record of founded adult abuse? Yes No

Have you ever been convicted of a crime in this or any other state? Yes No

Are you employed through an agency? Yes No

Name of agency, address, and telephone number: _____

Resident Name: _____

Residence No. _____ Telephone No. _____

Service(s) to be provided to resident: _____

Qualifications of PSP to provide the service(s): _____

If providing medical care, PSP must provide a copy of any license or certificate required to provide such care.

Copy of license or certificate Yes No

PERSONAL SERVICE PROVIDER ACKNOWLEDGEMENT
continued

PSP or the PSP's employing agency must provide Certificates of Insurance for personal liability, medical professional liability, and automobile liability.

Personal Umbrella Liability	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Medical Professional Liability (if providing medical services)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Automobile Liability (if PSP drives own automobile)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Valid Driver's License (provide copy if responsibilities include driving)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Has a criminal record background check been conducted? Yes No

Have you provided the resident with proof that you are free of a health condition (including tuberculosis) that will limit you from providing necessary services with reasonable skill and safety? Yes No

Has it been determined if you are ineligible to participate in any Federal health care programs? Yes No

Have you provided employment-related references to the resident? Yes No

My signature below indicates that I understand that I am not an employee of the Community or **[Legal Name of Community]**, the owner and operator of the Community. I acknowledge that I have received a copy of the Community's Personal Service Provider Policy (including the Rules of Conduct) from the resident _____ (Name of Resident), and that I understand my expected conduct while I am in the Community.

My signature below also indicates that I understand that a criminal record background check of me must be conducted as a condition of serving as a Personal Service Provider in this Community.

I hereby certify that the above information is true and correct.

Signature of Personal Service Provider

Date





Freedom Village
at Brandywine

RESIDENT CHECKLIST FOR SELECTING A PERSONAL SERVICE PROVIDER

Note: This form is not required to be completed for a personal service provider ("PSP") engaged through Innovative Home Services by LCS, the preferred provider.

Insurance

PSP Insurance

Resident is required to verify that the PSP has the proper insurance coverage. The PSP or the PSP's employing agency must provide Certificates of Insurance to the resident:

- Personal Umbrella Liability.
- Medical professional liability, if PSP will be providing medical services.
- Automobile liability, if PSP's automobile will be used.
- Valid driver's license if PSP will be transporting the resident.
- Worker's compensation insurance from the PSP's employing agency or from the PSP if the PSP is an independent contractor. *[Note: It is recommended that the resident consult with his or her insurance agent or legal counsel about state requirements for unemployment compensation insurance and worker's compensation insurance.]*
- If requested, have copies of Certificates of Insurance been provided to the Community?

Resident Insurance

Since the resident may be liable for any damage/injury that may occur to the PSP and/or PSP's property, the resident must have:

- Personal Umbrella Liability insurance.
- Automobile liability insurance (if resident's automobile will be used by the PSP).
- Unemployment compensation insurance (if the PSP is the resident's employee).

- Worker's compensation insurance if PSP is not employed by an agency. If PSP is employed by an agency, obtain proof of unemployment compensation insurance and worker's compensation insurance from the agency.

[Note: It is recommended that the resident consult with his or her insurance agent or legal counsel about state requirements for unemployment compensation insurance and worker's compensation insurance.]

Criminal Record Background Check

- Resident is required to obtain a criminal record background check on a PSP who will provide services. A PSP cannot commence working until the results of a criminal record background check, and have been received. If the PSP has not been a resident of Pennsylvania for at least two years immediately preceding application for employment, the Resident shall obtain from the PSP a report of federal criminal history record information. The PSP shall also submit a full set of fingerprints to the State Police, which shall forward them to the Federal Bureau of Investigation for a national criminal history check.

There are two methods of requesting a Criminal Record.

1. Online Request. The Pennsylvania State Police has established a web-based computer application called "Pennsylvania Access To Criminal History" (PATCH). Using this system, a requestor can apply for a criminal background check on an individual. Eighty-five percent of the time, "No Record" certificates are returned immediately to the requester.
 - a. PATCH can be accessed here: <https://epatch.state.pa.us/Home.jsp>
 - b. A requestor can check the status of a previously submitted Criminal History Report at the following URL: <https://epatch.state.pa.us/RCStatusSearch.jsp>.
 - c. For assistance, call the PATCH Help Line at 1-888-QUERY-PA (1-888-783-7972).
2. Submitting a Request Form
 - a. A Criminal History Request Form (SP4-164) can be downloaded at the following website: <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx#.V1sN9rsrKUK>
 - b. After completion, mail the form to:
Pennsylvania State Police Central Repository – RCP
1800 Elmerton Avenue
Harrisburg, PA 17110-9758
 - c. For assistance, call the PATCH Help Line at 1-888-QUERY-PA (1-888-783-7972).]

At the request of a residential resident, the Community will assist the resident in obtaining and assessing the criminal record background check. It is recommended that the resident consult with legal counsel regarding the results of the criminal record background check, including criminal convictions.

[For assisted living, memory care, and nursing care residents, the Community will assist the resident in obtaining a criminal record background check.]

- If requested, have the results of the criminal record background check been provided to the Community?

Licensure or Certification

- If medical services are to be provided to the resident, resident has obtained verification of the appropriate professional licensure or certification (RN, LPN, CNA, GNA, or HHA).

If the resident is employing a certified nursing assistant (CNA), geriatric nursing assistant (GNA), or home health aide (HHA) the resident must request from the PSP a copy of his/her current certificate.

If the resident is employing a certified registered nurse practitioner (CRNP), a clinical nurse specialist (CNS), a licensed practical nurse (LPN), or a registered nurse (RN), the resident must request from the PSP a copy of his/her current license. The resident should then verify the license at the Pennsylvania online license verification service website. To access the website, visit the following URL: <http://www.licensepa.state.pa.us/>. At the request of a residential resident, the Community will assist the resident in obtaining and assessing the certification or licensure information.

Licenses for nurse aides can be verified by searching the Pennsylvania Nurse Aide Registry. The registry can be accessed at the following URL: <http://www.pearsonvue.com/pa/nurseaides/>.

For assisted living, memory care, and nursing care residents, the Community will obtain verification of appropriate professional licensure or certification on behalf of the resident.

- If requested, has verification of licensure or certification been provided to the Community?

Federal Health Care Programs

- The resident has confirmed that the PSP is not ineligible to participate in any Federal health care programs.

To check whether a PSP is ineligible to participate in any Federal health care programs, the resident needs access to a computer and the Internet.

There are two on-line databases to search:

1. System for Award Management's List of Parties Excluded from Federal Programs (available through the internet at <https://www.sam.gov>); and

2. Health and Human Services/Office of Inspector General's List of Excluded Individuals/Entities (available through the Internet at <http://exclusions.oig.hhs.gov/>.)]

At the request of a residential resident, the Community will assist the resident in obtaining and assessing the excluded individual information.

For assisted living, memory care, and nursing care residents, the Community will obtain excluded individual information on behalf of the resident.

- If requested, has verification of excluded individual information been provided to the Community?

Health Information

- PSP must provide proof of a non-reactive Mantoux test or negative chest X-ray as to tuberculosis prior to employment. Thereafter, proof of a non-reactive Mantoux test will be provided on an annual basis or a negative chest X-ray will be provided every five years with a written physician's statement in years one through four stating that the PSP does not have tuberculosis.
- Has information regarding tuberculosis screening been provided to the Community?
- Based on an examination within the last [six] months, PSP must provide a physician's statement certifying that the PSP is in reasonably good health and does not appear to be at risk of transmitting communicable diseases. Thereafter, for as long as the PSP is providing services at the Community, the PSP must notify the resident and the Community if there is a change in the PSP's health condition that is communicable or impacts PSP's ability to provide services.**
- Has the physician's statement been provided to the Community?**

Taxes

- If Resident contracts with an individual rather than an agency for PSP services, the Resident has consulted with a tax advisor and/or legal counsel regarding any federal and state employment tax.

References

- Resident has checked the PSP's employment-related references prior to the PSP providing services.

Notice Given

- Resident has notified the Community's administrative office that the resident has engaged the services of a PSP, including the name of the PSP and whether the PSP is an employee of the resident, an independent contractor, or contracted through an agency.

Acknowledgment

- Resident has signed a Resident Acknowledgment and Indemnification Agreement prior to the PSP providing services.
- Resident has received a signed copy of the Resident Acknowledgment and Indemnification Agreement.

Policy

- Resident has received a copy of the Personal Service Provider Policy.
- Resident has provided a copy of the Personal Service Provider Policy (including the Rules of Conduct) to the PSP.





**Freedom Village
at Brandywine**

**RESIDENT ACKNOWLEDGMENT AND
INDEMNIFICATION AGREEMENT**

RECITALS:

A. WHEREAS, LCS (hereafter "we," "us," or "our"), the owner and operator of Freedom Village at Brandywine (the "Community") and _____ ("Resident") entered into a [Residency Agreement, an Assisted Living Residency Agreement, a Memory Care Residency Agreement, or a Health Center (i.e., nursing care) Admission Agreement] (circle one) dated _____, 20____ (the "Residency Agreement"); and

B. WHEREAS, now or anytime in the future, Resident (or someone acting on the Resident's behalf) may desire to engage a Personal Service Provider ("PSP") to provide services for the Resident, whether such PSP is hired as an employee, provides services as an independent contractor, or is contracted through an agency; and

C. WHEREAS, we will permit the PSP access to the Community to perform such employment or contractually agreed upon services for Resident, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, we and the Resident agree as follows:

1. Notice to the Community. The Resident agrees to give notice to the Community's administrative office, including the PSP's name, at the time the Resident has engaged the services of a PSP.

2. Indemnification. The Resident agrees to indemnify, defend and hold us harmless from claims, damages and expenses, including attorneys' fees and court costs, resulting from, attributable to, or in any way connected with the activities and/or conduct of the PSP or the Resident's contract with the PSP.

3. PSP Vacating Premises. Resident or Resident's legal representative shall require the PSP to immediately vacate the Residence or the Community's property upon any of the following events:

3.1 The Resident terminates the PSP's employment;

3.2 The Resident is permanently assigned to another specialized care facility;

- 3.3 The Resident is absent from the Community and the services of the PSP are no longer needed;
- 3.4 The Resident's death;
- 3.5 The Residency Agreement is cancelled; or
- 3.6 The PSP does not follow the PSP Policy or the Rules of Conduct.

4. Rules of Conduct. We require that a Resident ensure that the PSP follows the Community's Rules of Conduct as set forth in our Personal Service Provider Policy as they are updated and revised from time to time.

5. Acknowledgment. The Resident acknowledges receiving a signed copy of this Resident Acknowledgment and Indemnification Agreement and a copy of our Personal Service Provider Policy for Residents.

6. Separate Agreement. This Agreement is a separate agreement between the parties hereto and does not amend the rights or obligations of Resident or us under the terms of the Residency Agreement.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to the engagement of the PSP to provide services to the Resident, and all prior statements or promises concerning the PSP are merged herein.

Executed at _____ this _____ day of _____, 20_____.

Resident

**Freedom Village
At Brandywine**

Resident

By: _____
Authorized Representative



GUIDELINES FOR PSPS WHO HAVE CRIMINAL BACKGROUNDS

To provide uniform application of the Personal Service Provider Policy, we have developed the following general guidelines for consideration of situations where PSPs should (i) not be employed by the resident, (ii) not be employed by the resident in certain areas of the Community, and (iii) the resident should suspend the PSP pending a full investigation and/or conclusion of a criminal trial.

CATEGORY I

Under no circumstances should a PSP be employed who has been convicted or charged with theft, fraud, forgery, sale of illegal drugs where the potential time in jail exceeds one (1) year, or any serious crime against others, including, but not limited to, the following:

1. Capital crimes (murder, rape, kidnapping, arson, etc.) irrespective of the degree.
2. Any type sexual assault.
3. Manslaughter, negligent homicide or similar crime.
4. Armed robbery, strong-armed robbery.
5. Felonious assault.
6. Abuse of any type involving care for adults, children or elders.
7. Kidnapping.
8. Burglary or arson.
9. Forgery.
10. Any type of felony or aggravated misdemeanor involving theft, deception, extortion or similar crime.
11. Any type of felony or aggravated misdemeanor involving injury.
12. Any type of felony or aggravated misdemeanor involving damage to property.
13. Any crime involving the manufacture or sale of illegal drugs or controlled substances.

This is not an all-inclusive list. While these guidelines should be followed on a uniform basis, each crime requires independent consideration. Each time any PSP with a criminal background is considered for employment by a resident or a current PSP is charged with a crime it is the obligation of the resident to obtain as much information as possible and determine the appropriate action. Any PSP seeking employment with a resident while charged with any of the above events should be denied employment by the resident. Any PSP who is currently employed by the resident and is charged with the foregoing or is discovered to have one of these crimes in their background that was not disclosed should be immediately suspended without pay. The PSP should not be considered for re-employment until all related charges have been fully investigated by the resident following the disposition of the criminal proceeding.

CATEGORY II

Potential PSPs and current PSPs who have any of the following convictions may be employed, but should not have access to resident's residence, financial information, financial records, or cash or checks of the resident:

1. Release from incarceration for burglary more than seven years prior without any subsequent criminal event.
2. Release from incarceration for drug conviction (possession of drugs only, not manufacture or intent to sell) more than seven years prior without any subsequent criminal history.
3. Release from incarceration for any felonious theft without use of physical violence or firearm more than seven years prior without any subsequent criminal history.
4. Release from incarceration for assaults of less than a felonious nature that are more the five years prior without any subsequent criminal history.

The Community is providing these Guidelines because the Community takes seriously its obligation to provide a safe environment for residents, clients, and employees. Any PSP who falsifies or fails to report any criminal activity should be subject to a discipline up to and including immediate dismissal. Any PSP failing to provide the appropriate Release for obtaining criminal records or any PSP failing to provide a Release for investigation into a criminal background should not be eligible for employment or should be immediately terminated.

