
PERSONAL SERVICE PROVIDERS (PSP) GUIDELINES AND WAIVER RELEASE

The following guidelines are intended to assist you in your employment of PSPs or engagement of home health agency personnel in your apartment now or in the future. The purpose of these guidelines is to protect you and

(The Community).

If a resident desires the services of a PSP, the resident is encouraged to obtain these services after careful research and screening. To aid you in your search, a list of popular providers may be available from the Resident Relations Director or front desk. This list has home care agencies that have a history of providing quality services and abiding by Community rules. However, the designation of being on this list does not mean that the Community is providing any representations, warranties, or guaranties about the services that the provider will perform or accept any other liability for the provider's actions or omissions. Please notify the Executive Director if you encounter problems with any provider such that you believe they should no longer be listed.

Residents can choose home care agencies or self-employed individuals as long as they comply with the Community PSP Policy and Procedures. If the resident elects to choose a private "self-employed" caregiver then the resident will assume responsibility for making sure the following items 1-9 are completed and will provide these records and documentation if requested by the Community.

1. If you engage a PSP, he or she is your employee. Accordingly, you are responsible for all wages, employee benefits, payroll withholdings, workers' compensation insurance, and other responsibilities of employers to employees.
2. Any PSP is required to have personal liability insurance with minimum limits of One million dollars (\$1,000,000) per occurrence and Two million dollars (\$2,000,000) in aggregate. Also, as you would do when employing any person, you should provide for workers' compensation insurance coverage, as applicable by law.
3. You should keep adequate records of your employment of your employee, including hours worked, wages paid, absences, and other pertinent facts. Business details such as rate of pay, payment schedule, work schedule, payment of Social Security benefits, and provision of workers' compensation and liability insurance, must be arranged between you and your employee.
4. Each PSP must have a clear statewide criminal background check, and abuse registry check.
5. In States where Licensed Communities require a transfer of criminal background clearance, the PSP must request a transfer of clearance and be associated with the community through the Department of Social Services.
6. Each PSP must have a negative TB test.
7. Confirm that your employee is a citizen of the United States of America, or that he or she has a valid work permit. Complete Form I-9.
8. Confirm that your employee is 18 years of age or older. (Most state laws require that direct care givers be at least 18 years of age.)
9. If your employee will have occasion to drive your car, confirm that he/she has a valid driver's license and that your automobile insurance policy covers additional drivers.
10. For your own protection, we suggest that you check your employee's references.
11. Confirm that your PSP is working only for you and not billing his or her time to another resident during your scheduled appointment.
12. Your PSP must receive, become familiar with, and comply with the, *Rules of Conduct for PSPs*, and any other policies and procedures developed by community now or in the future regarding employment of personal

service providers and retention of home health agency personnel. In addition, your PSP must become registered & sign Acknowledgement and Indemnification in which he or she acknowledges receipt of these documents, agrees that he or she is not an employee of Community, and releases the Community from liability for claims or losses any way related to his or her services.

If any problems or conflicts involving your PSP arise, we urge you to bring them to the attention of the Executive Director. Whenever you employ or engage the service of a new or substitute PSP, you must immediately notify the Executive Director and furnish the documents described above. You must also follow the procedures described in Items 1 through 12 above with respect to every personal service provider you engage. The Community reserves the right to exclude any PSP from our campus.

SIGNATURE ON NEXT PAGE

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Waiver and Release Form

The resident specified below has elected to retain personal service providers from individuals or agencies unaffiliated with Community. This decision has been made despite the resident being made aware of the potential problems and risks that can occur upon hiring personal service providers or contracting with home health agencies. The resident agrees that Community has no obligation to check or investigate the background of the personal service providers retained. The resident hereby waives, and releases Community from any and all claims, causes of action, demands, obligations, damages or liability asserted or arising out of or incidental to any dealings between the resident and the PSPs retained. The resident will further indemnify Community for any costs incurred by Community relating to the misconduct of such PSPs.

Signature of Resident/Authorized Representative

Date

Printed Name of Resident/Authorized Representative

Signature of 2nd Resident/Authorized Representative

Date

Printed Name of 2nd Resident/Authorized Representative

Received by Community

Date

Acknowledgement of Receipt (Resident/Representative)

I/We acknowledge receipt of personal service providers policies and rules of conduct.

Signature of Resident/Authorized Representative

Date

Printed Name of Resident/Authorized Representative

Signature of 2nd Resident/Authorized Representative

Date

Printed Name of 2nd Resident/Authorized Representative

Received by Community

Date