

Safeguard Site with Resident Contractor Agreement

It's important to inform elderly residents and family members who hire outside contractors to provide in-home services—such as home health aides, domestic help, or adult sitters—of their potential liability should that individual be injured on site, says Gwen Zander, affordable housing risk management advisor for Risk Management Continuum Inc., in Atlanta.

To safeguard your site from liability, Zander recommends that sites have the resident and service provider sign an agreement like the one below, prepared by Risk Management Continuum, and include a copy in the resident's file. Be sure to show this agreement to your attorney before using it.

RESIDENT'S SERVICE PROVIDER/PRIVATE DUTY PERSONNEL AGREEMENT

[Insert site name] recognizes that many residents employ persons who provide them with services that are beneficial to their health, maintenance, and welfare. These residents engage in a contractual arrangement with these persons, whom we shall refer to as Service Providers. Since this arrangement is made solely between the resident and the Service Provider, [insert site name] shall not be liable for any negligent, intentional, tortuous, criminal, or other actions that the Service Provider may inflict upon the resident, the resident's personal property/contents, other individuals, other residents, and others' individual personal property/contents.

[Insert name of service provider], the Service Provider, and the resident recognize the following:

- a. Service Provider is subject to the rules and regulations of [insert site name].
- b. Service Provider has been furnished access to a copy of [insert site name] rules and regulations concerning conduct on its premises.
- c. Service Provider acknowledges by the signature signed below that s/he has read these rules and regulations and agrees to abide by the same.

Specific Service Provider rules include:

- a. Service Providers will park in the parking areas designated [insert description].
- b. Service Providers will not solicit.
- c. Service Providers will wear a name tag and sign in and out according to procedures.
- d. Service Providers will abide by all Food Service rules and regulations.
- e. Service Providers will not give manicures/pedicures without being licensed to perform such.
- f. Service Providers will not provide any professional service that is required by this state to be performed by a licensed individual unless the Service Provider does indeed have that specific license to provide that specific service in this state.
- g. Service Providers will not remove any property from the building without written permission from either the resident or management.
- h. Service Providers may use the facility's laundry rooms, dining areas, lounges, or recreational facilities only to assist a resident or perform chores for the resident.
- i. Service Providers and residents will not communicate with each other through this office.

Resident accepts and understands the following:

- a. Resident accepts responsibility for damage done by his/her Service Provider to the premises of [insert site name].
- b. Resident accepts responsibility for bodily injury or property damage done by his/her Service Provider to other residents and guests.
- c. Resident understands that s/he should require references and obtain written assurances that the Service Provider has no criminal background and is licensed as required by this state's laws to perform duties/services that require licensure in this state.
- d. Residents hiring Service Providers are responsible for their Social Security taxes, workers' compensation, and general and professional liability insurance.

If the Service Provider is employed by an agency, the resident is responsible for obtaining warranty that the agency has performed background checks and provides the above items for the Service Provider.

The Service Provider, as indicated by the signature below, agrees to comply with [insert site name] policy against physical or emotional abuse of a resident and all other Resident Rights as required by HUD and any other governmental agency. The Service Provider agrees to cooperate with any investigation of any allegation or complaint. [Insert name of service provider], the Service Provider, and the resident understand and agree that their contractual arrangement, whether oral or written, incorporates the House Rules, which are part of the resident's Lease Agreement. The Service Provider and resident further understand that the violation of [insert site name] rules and regulations will be grounds for prohibiting the Service Provider from continued access to the premises.

The Service Provider, as a condition of performing services on the property of [insert site name] shall indemnify and hold harmless [insert site name], its employees, agents, heirs, and assigns for any and all negligence, including but not limited to bodily injury and property damage, on the part of the Service Provider.

The signatures of the resident and the Service Provider below indicate their acceptance of these conditions as an integral part of their contractual agreement.

FACILITY MANAGEMENT/
SERVICE COORDINATOR _____ DATE: _____

RESIDENT/RESIDENT'S
POWER OF ATTORNEY _____ DATE: _____

SERVICE PROVIDER _____ DATE: _____