



University Housing
Student Affairs
UNIVERSITY OF GEORGIA

Personal Care Attendant (PCA) Agreement

Part I – Resident's Agreement to PCA Policy

I have hired the PCA named below, read the attached PCA Policy and agree to abide by it in its entirety:

Printed Resident's Name: _____

Resident's Signature: _____ Date: _____

Part II – PCA Information

Printed PCA's Name: _____

PCA Email: _____

PCA Phone Number: _____

Is the PCA an enrolled UGA student? _____ YES _____ NO

In the event of an emergency, please list an emergency contact name and number:

PCA's Emergency Contact: _____

Emergency Contact Phone Number: _____

Part III – PCA's Agreement to PCA Policy

I have read the attached PCA Policy and agree to abide by it in its entirety:

Printed PCAs Name: _____

PCAs Signature: _____ Date: _____

Part IV – PCA Housing Agreement for those with an on-campus assignment as part of their PCA Duties (Addendum to resident’s housing contract)

- A. The University shall grant the Personal Care Attendant (PCA) a limited, nonexclusive, nontransferable and revocable license to use and occupy an assigned space in a University Housing facility in accordance with this PCA Agreement and the PCA Policy. The University, acting through University Housing, reserves the right to revoke the PCA’s license if University Housing determines to its reasonable satisfaction that the PCA has engaged in any of the following misconduct:
- a. Intentionally, negligently or recklessly setting a fire (including the lighting of incense, candles or other open flame) or recklessly initiating or causing to be initiated any false report, warning or threat of fire, explosion, or other emergency in a housing facility or at a University Housing-sponsored activity;
 - b. Intentionally or recklessly misusing, tampering or damaging any fire safety equipment (including exit signs) in a housing facility or at a University Housing-sponsored activity;
 - c. Using, possessing, manufacturing, distributing, maintaining, transporting or receiving any of the following while on University property (unless noted as an exception) or at a University Housing-sponsored activity: any firearm or weapon as defined by Georgia Code Section 16-11-127.1, whether operable or inoperable, or any object of like character including but not limited to paintball guns, air soft guns, BB guns, potato guns, knives or razor blades; any dangerous weapon, such as but not limited to, a machine gun, shotgun, sawed-off shotgun, rifle or silencer as defined by Georgia Code Section 16-11-121; any bacterial weapon, biological weapon, destructive device, detonator, explosive, incendiary, over-pressure device or poison gas as defined by Georgia Code Section 16-7-80; any explosive materials as defined by Georgia Code Section 16-7-81; any fireworks as defined by Georgia Code Section 25-10-1 in or in close proximity to University Housing facilities; any hoax device, replica of a destructive device or configuration of explosive materials with the appearance of a destructive device such as a fake bomb or package that gives the appearance that it may contain chemical explosives or toxic materials; or use of an “electroshock weapon” against another person in a manner other than in defense of self or others;
 - d. Touching any resident, guest or staff member in a manner to which that person has not consented and that is either harmful or offensive, or actions that cause the reasonable apprehension of such touching;
 - e. Using, possessing, manufacturing or distributing: any dangerous drug as defined by Georgia Code Section 16-13-71; any drug paraphernalia or drug-related objects as defined by Georgia Code Section 16-13-32.2; any unauthorized controlled substance as defined by Georgia Code Section 16-13-25 through 16-13-29; any counterfeit substance as defined by Georgia Code Section 16-13-21(6); or any imitation controlled substance as defined by Georgia Code Section 16-13-21(12.1);
 - f. Behaving in a manner that may create the appearance of and/or pose a danger to the PCA or to others, and such behavior is determined at the University’s sole discretion to have caused disruption within the residential community;

- g. Furnishing false information to University Housing or any staff member acting for University Housing, including providing false or misleading information in connection with the PCA's housing registration and eligibility for University Housing;
 - h. Using the assigned space and/or mailbox to engage in illegal activities;
 - i. Being convicted of a crime against a victim who is a minor as defined by Georgia Code Section 42-1- 12(a)(14);
 - j. Intentionally sharing a UGA identification card and/or residence hall access personal identification number (PIN) with another individual, or otherwise providing unauthorized access to a housing facility to another individual;
 - k. Violating University policy with respect to the possession or consumption of alcoholic beverages in a housing facility or at a University Housing-sponsored activity;
 - l. Dropping, throwing, projecting or causing to be projected any object from a housing facility window;
 - m. Theft or damage of University property or the property of another resident, guest or staff member;
 - n. Possessing stolen property;
 - o. Consistently playing any television, musical instrument, electronic devices or other sound producing device in a manner that unreasonably interferes or otherwise disrupts the educational and residential environment as determined by the University;
 - p. Interfering with the normal operation of a housing facility or elevator (including violating any visitation rules and/or quiet hours); and/or
 - q. Violating University of Georgia policies, rules and regulations.
- B. If the University revokes the PCA's license under this PCA Agreement, including as a result of the resident's failure to pay fees for the PCAs assigned space, the PCA will lose all privileges or rights to use or occupy the PCA's assigned space. The PCA must vacate the premises prior to the time specified by the University by removing all belongings from the assigned space and following designated checkout procedures. Should the PCA fail to voluntarily comply with the University's notice to vacate, the PCA may be subject to criminal prosecution for trespassing.
 - C. The PCA is authorized to occupy the assigned space beginning on the date and time designated by University Housing. The PCA may continue to occupy the assigned room until the time the resident in their care pursuant to the PCA Agreement vacates University Housing. If the resident in their care transfers to another assignment, the PCA assignment may also change at the discretion of the University.
 - D. The policies, rules and regulations appearing in the online edition of the [Community Guide](#), the University of Georgia Code of Conduct and other documents that from time-to-time may be promulgated by University Housing are made part of this agreement and incorporated herein.
 - E. The PCA has no right to and shall not assign or transfer the housing assignment to or allow the assigned housing space to be occupied or controlled by another person or entity for any purpose whatsoever.
 - F. The University reserves the right to enter the PCA's space for the purposes stated in the [Community Guide](#), including for the purposes of safety, occupancy verification, facility improvements, conducting routine maintenance, health and safety inspections, break inspections, managing rooms and apartments in the event of an epidemic or emergency that jeopardizes the well-being of the occupant or others, and/or maintaining a quiet

environment where residents may sleep and study.

- G. The University is not responsible for lost, damaged or stolen items. To cover risks to personal property, the PCA may wish to carry such fire and extended coverage insurance as the PCA deems appropriate and shall not look to the University to insure the PCA's personal property. The University will dispose of abandoned resident property in accordance with the University's guidelines on lost and found and abandoned property as stated in the [Community Guide](#).
- H. Guardrails; resident/PCA choice to use guardrails; waiver of liability: Each PCA is provided with at least one guardrail for a room that contains an adjustable height bed. The PCA is responsible for requesting a second guardrail if the resident changes the room configuration, where one side of the bed is away from the wall. Guardrails will be installed by University Housing at no cost to the resident. By execution of this Contract, the PCA acknowledges and understands the risks the PCA or guests may encounter should the PCA fail to keep the initial guardrail in place or fail to request a second rail, specifically the risk of injury or potential fatality that may result from falling. Having been informed of and understanding the inherent risks should the PCA remove the guard rail or fail to have a second rail installed, the PCA assumes all liability for harm or injury to the PCA and/or to the PCA's guests. Accordingly, in return for the license granted hereunder, the PCA hereby releases, waives, discharges and covenants not to sue University Housing, the University, the Board of Regents, or its officers, servants, agents or employees (hereinafter referred to as "Releasees") for any liability, claim and/or cause of action arising out of or related to any loss, damage or injury, including death that may be sustained by the PCA or the PCA's guests or to any property belonging to the PCA or the PCA's guests arising out of the use of an adjustable height bed while living in University Housing. The PCA confirms this Release shall be effective whether injury is caused by the PCA's negligence, the negligence of the Releasees or the negligence of any third party.
- I. Risk of illness: The University cannot guarantee that a resident will not become exposed to or infected by viruses or illnesses while living in on-campus facilities. Further, living on campus could elevate the risk of contracting any contagious illness simply due to the dense populations in the residence halls. University Housing does not provide housing for residents needing to quarantine or isolate due to an illness, and it may not be possible to quarantine or isolate within a resident's assigned room. Residents and their supporters should develop a plan based on CDC and/or Georgia Department of Health guidelines in advance of living on campus to be prepared should exposure or illness occur.
- J. Meningococcal disease vaccination statement. In accordance with the recommendations of the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control and Prevention, PCAs residing in campus housing as defined by the postsecondary educational institution or residing in sorority or fraternity houses shall be required to sign a document provided by the postsecondary educational institution stating that he or she has received a vaccination against meningococcal disease not more than five years prior to such admittance or reviewed the information provided as required. ACIP recommendations for college students living in residence halls:
 - 1. First-year college students living in residence halls should receive at least one (1) dose of MenACWY (Menactra or Menveo) before college entry. The preferred timing of the most recent dose is on or after their 16th birthday.
 - 2. If only one (1) dose of the vaccine was administered before the 16th birthday, a booster should be administered before enrollment.
 - 3. Some schools, colleges and universities have policies requiring vaccination against meningococcal disease as a condition of enrollment for either incoming first-year students living in the residence halls or all incoming first-year students. For ease of program implementation, persons aged 21 years or younger should

- have documentation of receipt of meningococcal conjugate vaccine not more than five (5) years before enrollment.
4. A second vaccine series of Meningitis B may be administered to adolescents and young adults aged 16-21 years to provide short-term protection against most strains of serogroup B meningococcal disease. The preferred age for MenB vaccination is 16-18 years. MenB vaccine should be administered as a three-dose series (Turmenba) or a two-dose series (Bexero).
 5. Additional information about Meningococcal disease and vaccines can be found at <https://www.uhs.uga.edu/healthtopics/meningitis>.
- K. Lead warning disclosure for those living at University Village or the Health Sciences Campus Townhomes: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before allowing occupants to live in pre-1978 housing, University Housing must disclose the presence of known lead-based paint and/or lead-based paint hazards in that dwelling. The Environmental Protection Agency publishes a document that provides information on lead poisoning prevention titled "Protect Your Family from Lead in Your Home," which can be found at: https://www.epa.gov/sites/production/files/2017-06/documents/pyf_color_landscape_format_2017_508.pdf. Upon request, written copies of this document will be provided at the University Village or Health Sciences Campus Community Offices.
1. There are known lead-based paint and/or lead-based paint hazards present in University Housing. In the Rogers Road apartments (Buildings M-S), testing has revealed lead paint on interior door jambs and casings and common/storage area door jambs and casings. In general, the painted surfaces containing lead are in good condition, with slight chipping in some areas. In University Village apartments (Buildings A-L), no painted surfaces were identified as containing lead. The Brandon Oaks apartments (Buildings T-V) were built after 1978 when lead-based paints were no longer used. Known lead paint was abated in McGowan Road apartments (Buildings G-M). In Gilmore Circle houses, testing has revealed lead paint on exterior door frames, walls in some kitchen and laundry areas, and walls of some closets. University Housing maintains all test results on file, which are available upon request.

Y I have read the guardrail waiver and confirm this release shall be effective whether injury is caused by the PCA's negligence, the negligence of the releasees or the negligence of any third party.

Y I understand the risk of being exposed to or contracting an illness while living on campus.

Y I indicate that I have received a vaccination against meningococcal disease not more than five years before admittance OR have received the information provided above regarding Georgia State Law regarding meningococcal vaccination

Y I have been provided with information about lead-based paint and/or paint hazards that may exist in University Housing apartments at UV or HSC.

Y I have read the PCA Policy and the PCA Agreement and agree to each and every provision. Furthermore, I understand I am expected to follow all UGA and

University Housing policies and procedures according to the online Community Guide:

Live- in PCA's Name: _____

Live-in PCA's Signature: _____ Date: _____

Revised: August 3, 2023

Revised and approved by management team: August 2, 2022

Revised: March 18, 2019

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