

# CONTRACTS AND NOTIFICATION REQUIREMENTS



# Importance of a Good Service Contract

- ✓ **Clarity-** Contracts layout the terms of the agreement services, responsibilities of each party, confidentiality and events of termination.
- ✓ **Expectations-** Contracts also help to make clear the expectations of each party. The hours you are available to work, the services you will perform, details of the project or service agreement, and compensation. It also details the client's expectations as far as reporting procedures, document sharing, communications, confidentiality, etc.
- ✓ **Reference-** If your contract is thorough, it can actually become a reference document benefitting both you and your client. If there are ever any questions about the terms, services provided or expectations of either party, you can simply refer to the contract and find your answers.
- ✓ **Protection-** Perhaps the biggest benefit of having signed contracts with your clients is to protect yourself in the event that the relationship does turn sour. Having everything laid out in detail leaves no room for misunderstandings if the relationship needs to be terminated. The contract should clearly state the responsibilities of each party to the other, and the process for resolving conflict or terminating the contract.
- ✓ **Professionalism-** How comfortable would you feel hiring someone for a service with no written contract laying all of the above?

# Contract Minimum Requirement

Private Security and Administrative Rules

Title 37, Part 1, Chapter 35.6

Contract and Notification Requirements

- ✓ You must inform you client of the right to a written contract describing the fees to be charged and the service to be rendered.
- ✓ If the client requests a contract, a written contract must be delivered to the client within seven (7) days.
- ✓ The written contract shall be dated and signed by the owner, manager or other person expressly authorized to execute contract on your behalf.

# Contract Minimum Requirement

Private Security and Administrative Rules

Title 37, Part 1, Chapter 35.6

Contract and Notification Requirements –

SECURITY??? Within seven (7) days of contracting for regulated services with another licensee, the original licensee shall:

- ✓ Notify the client of the name, address and phone number of the subcontractor;
- ✓ Notify the client of services at the time of signing the contract that all or some of the work will be provided by subcontractor; and
- ✓ Notify the client the name, address, phone number and license number of the company providing the services.
- ✓ The above requirements of this section shall:
  - ✓ Be mailed to the client in a written form that emphasizes the information.

# So, is that it?



# What YOUR Contract SHOULD Have

## CLIENT

- ✓ **Identification of the client-** You should identify who you are working for because you owe them a: **FIDUCIARY DUTY**
- ✓ A **fiduciary duty** is a legal **duty** to act solely in another party's interests.

# What YOUR Contract SHOULD Have

## CLIENT'S LEGAL REPRESENTATIVE

- ✓ **Identification of the CLR:** You should identify your client's attorney because that is who you will be corresponding with about the investigation.
- ✓ Check with the CLR about how they want reports and other work product because they will know how to preserve the client/ attorney, work product, confidential communication and other important privileges.

# What YOUR Contract SHOULD Have

## BILLING PARTY

- ✓ **Identification of the Billing Party:** You should identify your client's billing party because that is who will be paying for your services.
- ✓ Sometimes this will be the client, other times it will not. Remember, you only owe duty to your CLIENT not the billing party.



# What YOUR Contract SHOULD Have

- ✓ **Services to be provided**
- ✓ **Responsibility of the Agency/ Investigator and Client:** Such as the agency/investigator will keep client informed and respond within a reasonable time to client inquires and client will be cooperative and make payments as required.
- ✓ **Fees:** Fees should be outlined and be specific, ie. Retainer, Billing on the quarter hour, minimum time, etc...

# What YOUR Contract SHOULD Have

- ✓ Waivers? - Reports? Invoices?
- ✓ Indemnity Agreements? – What happens when things go bad?
- ✓ Confidentiality and Indemnity? – Not just for the client but for you as well.
- ✓ Disclosure Agreements? – Disclosure of material to third party? What if highly embarrassing, public disclosure of private facts???
- ✓ Work Product?? Can you draft to say so?

# What YOUR Contract SHOULD Have

- ✓ Acts Prohibited? - By client. Interference. Criminal and civil.
- ✓ Covenants not to Recruit? - Employee? Or, if so, at a cost???
- ✓ Recitals? - DPS-PSB? License No.? Address? A?
- ✓ Records? 2 years for Ks but other recs? Do you need this?
- ✓ Legal Provision?? - Venue selection? Mediation?
- ✓ Communication Procedures? Does this need to be in a contract? If so why would it be useful.

# Questions?

