

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between - Helpful Hands Home Care LLC with an office located at 32531 N. Scottsdale Rd, STE 105, hereafter referred to as Agency, and \_\_\_\_\_, hereafter referred to as CONTRACTOR, with an office and place of residence at \_\_\_\_\_.

WHEREAS, Agency wishes to subcontract for Home Care Services, and

WHEREAS, CONTRACTOR desires to enter into a contract with Agency for the furnishing of the following described services upon the following terms and conditions:

- Personal Care
- Respite Care
- Other related services requested by client

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is understood and agreed as follows:

1. CONTRACTOR shall provide Home Care on a contract per visit basis, approved by Agency to provide services under the supervision of Agency in the residence of the client. It being understood that Agency has the exclusive authority to admit and discharge clients.
2. It shall be the obligation of CONTRACTOR to ensure that they are educated in the performance of his/her duties hereunder throughout the term of this contract and provide evidence of same to Agency and other items as specified in paragraph 11. It being further understood that the CONTRACTOR has the responsibility to assure the education training and qualifications applicable to the tasks being performed.
3. This agreement shall commence on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, and will continue for twelve (12) months, unless sooner terminated, without recourse except for moneys due. Either party may terminate this Agreement by providing a thirty (30) day written notice to the other party at the address written in Paragraph 16, by certified mail. The contract shall also be renewable for twelve months periods provided there is a mutual written agreement.
4. A monthly statement of services rendered by the CONTRACTOR shall be submitted to Agency using Tri-Cura; with payment made to CONTRACTOR within fifteen (7) days of the date the statement is received.

5. This agreement shall be construed for all purposes under the laws of the State and may not be changed, modified, altered or amended, except by an instrument, in writing, signed by the parties to this Agreement.
6. If any provision of this Agreement is declared void, such provision shall be deemed severed, so that all of the remaining terms and conditions of the Agreement shall otherwise remain in full force and effect.
7. CONTRACTOR shall indemnify and hold harmless Agency officers and directors from any and all claims, costs, and causes of action against Agency arising out of the performance of this contract by the CONTRACTOR.
8. Title VI of the Civil Rights Act of 1964 prohibits discrimination on grounds of race, color, age, sex, national origin, creed, sponsor, or blindness, and both parties to this Agreement agree to fully comply with the terms of this act.
9. CONTRACTOR shall provide services consistent with the highest degree of client care and shall comply with all of the medical and ethical requirements imposed by state authorities, U.S. Department of Health and Human Services and any other applicable regulatory agency.
10. CONTRACTOR shall provide the following to Agency prior to commencement of services:
  - a. Resume;
  - b. HIPAA compliance;
  - c. Other requirements shall be kept by the CONTRACTOR in their office address and will be provided to Agency as requested.
11. Services provided by the CONTRACTOR and authorized by Agency shall be compensated as described in the welcome email for this client. These rates are dependent on all paperwork being turned in to agency no later than 48 hours after the visits are complete.
12. CONTRACTOR is performing these services and duties required hereunder as an independent contractor and not as an employee; agent, partner or joint venture with Agency shall not be responsible for the FICA, FUTA, or income withholding taxes under any provision of the Internal Revenue Code for CONTRACTOR or its employees.

All notices, requests, demands, and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United State Mail when sent by certified or registered mail, postage prepaid, to the other party at the following addresses as shall be given in writing by either party to the other:

13. CONTRACTOR is required to adhere to the Agency's policies and procedures and therapists will be oriented by the Agency to the Agency's policies and procedures.

14. CONTRACTOR will begin services to the clients on the date provided in the welcome email. If they are unable to initiate services within this time frame they will notify the Agency and the client and physician will be informed. If the physician and/or the client requests, the client will be referred to another agency.

15. The Provider will submit all documentation to the Agency within seven days of client service.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first above written.

\_\_\_\_\_  
Print Name Michael Shaw, CEO

Date: \_\_\_\_\_

CONTRACTOR

WITNESS: \_\_\_\_\_

EIN: \_\_\_\_\_

\_\_\_\_\_  
Signature and Print Name:

\_\_\_\_\_  
Date: