**CONTRACT TO PROVIDE SERVICES**

**FOR**

**CENTRAL FLORIDA CARE GROUP, INC.**

The Contract (‘Contract”) Agreement ("Agreement"); this Agreement is made effective as of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** by and between **Central Florida Care Group, Inc. (**Agency**)** of 116 S. Rose Ave, Kissimmee, FL 34741 and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Contractor”) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.**

1. **SERVICE(S) DESCRIPTION.** Beginning on **April 1, 2017**, Contractor agrees to provide the (“Services”) described in,

\_\_\_Exhibit A

\_\_\_Exhibit B

\_\_\_Exhibit C

\_\_\_Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

which is attached to this agreement. Contractor agrees that she will be responsible to provide these Services and will provide Central Florida Care Group, Inc. with all documentation to ensure that services are provided under the guidelines set up by the Florida Medicaid Handbook, Central Florida Care, Inc. and any other individual or entity that would require documentation (\_\_\_\_\_\_).

Initial.

1. **COMPENSATION FOR SERVICES**. **Central Florida Care Group, Inc.** agrees to compensate Contractor per unit based on the services performed daily. Contractor understands that rate per unit compensated is based on service type and on a case to case basis. Contractor also understands that all documentation must be provided to Central Florida Care Group, Inc. prior to any payment as follows: An Invoice and Complete Care Notes signed by authorized individual for proof of work performed.

***\*Note\* - 1 unit = 1hr* | *The invoice should include the following: an invoice number and date, pay period date, service type provided, #units worked, approved rate for service(s) provide and dollar amount (***\_\_\_\_\_\_).

Initial.

1. **TERM/TERMINATION**. This agreement may be terminated by either party. This Contract may be terminated by **Central Florida Care Group, Inc.** upon no written notice, and by Contractor upon 10 days written notice. If Contractor is in violation of this Contact, **Central Florida Care Group, Inc.** may terminate without notice and with compensation to Contractor only to date of such termination. The compensation paid under this Contract shall be Contractor’s exclusive remedy (\_\_\_\_\_\_).

Initial.

1. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Contractor is an independent contractor with respect to **Central Florida Care Group, Inc.**, and not an employee of **Central Florida Care Group, Inc.** **Central Florida Care Group, Inc.** will not provide, Health insurance benefits, paid vacation, or any other employee benefits, for the benefit of Contractor (\_\_\_\_\_\_).

Initial.

1. **EXPENSES.** Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes Certifications, automobile and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; and fines; (\_\_\_\_\_\_).

Initial.

1. **LICENSES, PERMITS, AND CERTIFICATES**

Contractor represents and warrants that she will comply with all federal, state, and local laws requiring drivers and other licenses and certificates required to carry out the services to be performed under this Agreement as follows:

* Level 2 Background Screen/ Local Law Enforcement Background Check
* CPR/First Aide
* HIV/AIDS and Infection Control Training
* Copy of driver's license, vehicle registration, and "Declaration Page(s)" of automobile insurance
* Licenses which apply; CNA/HHA/PCA (under 21) Provider.
* All required Trainings and to ensure all trainings are current and provide copies to **Central Florida Care Group, Inc.** in a timely manner (\_\_\_\_\_\_).

Initial.

1. **FEDERAL TAXES. Central Florida Care Group, Inc.** will not:

* withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor’sbehalf
* make federal unemployment compensation contributions on Contractor’sbehalf, or withhold federal income tax fromContractor’s payments

Contractor shall pay all taxes incurred while performing services under this Agreement including all applicable income taxes and self-employment (Social Security and Medicare) taxes. Upon demand, Contractor shall provide **Central Florida Care Group, Inc.** with proof that such payments have been made (\_\_\_\_\_\_).

Initial.

1. **FRINGE BENEFITS.** Contractor understands that Contractor is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Agency (\_\_\_\_\_\_).

Initial.

1. **UNEMPLOYMENT COMPENSATION. Central Florida Care Group, Inc.** shall make no federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits, in connection with work performed under this Agreement (\_\_\_\_\_\_).

Initial.

1. **WORKERS’ COMPENSATION. Central Florida Care Group, Inc.** shall not obtain workers' compensation insurance on behalf of Contractor (\_\_\_\_\_\_\_).

Initial.

1. **INSURANCE.** Agency shall not provide insurance coverage of any kind for Contractor**.** Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

* Automobile liability insurance for each vehicle used in the performance of this Agreement -- in the minimum amount of $100,000/$300,000 insurance coverage.
* Professional Liability Insurance (Certificate of Insurance) (\_\_\_\_\_\_\_).

Initial.

1. **INDEMNIFICATION.** Contractor **s**hall indemnify and hold Recipients/Clients of Central Florida Care Group, Inc. harmless from any loss or liability arising from performing services under this Agreement (\_\_\_\_\_\_\_).

Initial.

1. **EXCLUSIVE AGREEMENT.** This is the entire Agreement between Contractor and **Central Florida Care Group, Inc.** (\_\_\_\_\_\_\_).

Initial.

1. **MODIFYING THE AGREEMENT.** This Agreement may be modified only in writing signed by both parties (\_\_\_\_\_\_\_).

Initial.

1. **CONFIDENTIALITY.** Contractor acknowledges that it will be necessary for **Central Florida Care Group, Inc.** to disclose certain confidential and proprietary information to her, to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information, is a violation to the laws of HIPPA, that would irreparably harm Recipients/Clients of **Central Florida Care Group, Inc.** (\_\_\_\_\_\_\_).

Initial.

1. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Recipients/Clients of **Central Florida Care Group, Inc.** without Recipients/Clients of **Central Florida Care Group, Inc.’s** prior written permission except to the extent necessary to perform services on Recipients/Clients of **Central Florida Care Group, Inc.’s** behalf. Also, understands and abide by the laws of HIPAA (\_\_\_\_\_\_\_).

Initial.

1. **PROPRIETARY INFORMATION.**
2. The documentation of all Services under this Agreement (“Service”) Documentation”), including without limitation all notes, reports, logs will be the sole property of the **Central Florida Care Group, Inc.** Contractor retains no right to use the Service Documentation and agree not to challenge the validity of **Central Florida Care Group, Inc.** ownership in the Service Documentation (\_\_\_\_\_\_\_).

Initial.

1. **Central Florida Care Group, Inc.** will be entitled to use Contractor’s name and/or likeness use in advertising and other materials (\_\_\_\_\_\_\_).

Initial.

1. **NO PARTNERSHIP.** This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on **Central Florida Care Group, Inc.**’s behalf (\_\_\_\_\_\_\_).

Initial.

1. **ASSIGNMENT AND DELEGATION.**

Either Contractor or Agency may assign rights and may delegate duties under this Agreement.

**OR**

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Agency’s prior written approval (\_\_\_\_\_\_\_).

Initial.

1. **APPLICABLE LAW.** This Agreement will be governed by Florida Law, without giving effect to conflict of laws principles (\_\_\_\_\_\_\_).

Initial.

1. **SIGNATORIES.** This Contract shall be signed by **Tracey-Ann Ortiz** - **President** on behalf of **Central Florida Care Group, Inc.** (“Agency”) and by **‘Contractor Name’** (“Contractor”)in an individual capacity. This Contract is effective as of the date first written above (\_\_\_\_\_\_\_).

Initial.

1. **RESTRICTIVE COVENANT.** I agree not to do business directly with any individual or business entity that Central Florida Care Group has introduced to me or by entering employment with such individuals or businesses. I also understand if I violate this ‘Covenant’ I will be fined $5000 that will be due and payable to **Central Florida Care Group, Inc.** (\_\_\_\_\_\_\_).

Initial.

**Signatures**

Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxpayer ID Number

\*Attachments: Exhibit A-C/other Additional Description of Services to be Performed