***INDEPENDENT CONTRACTOR AGREEMENT***

This Independent Contractor Agreement (this "Agreement") is made effective as of Month Day, Year by and between Provider Organization (the "Recipient"), of Street Address, City, State Zip Code, and Independent Provider Name (the "Contractor"), of Street Address, City, State Zip Code. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor” and the party receiving direct care services shall be referred to as “Individual”. The duties to be performed will be identified in the Individual’s *Individual Service Plan/Individual Habilitation Plan* referred to as “ISP/IHP”.

**1. DESCRIPTION OF SERVICES.** Beginning on Month Day, Year, the Contractor will provide the following services (collectively, the "Services"):

*Independent Provider - Direct Care Services identified in the ISP/IHP during COVID-19 Pandemic.*

**2. PAYMENT FOR SERVICES.** The Recipient will pay compensation to the Contractor for the Services. Payments will be made as follows:

$XX.XX per hour up to 40 hours per week (Sunday-Saturday); $XX.XX per hour for hours over 40 hours per week (Sunday-Saturday).

Contractor will be required to record and invoice hours worked. Recipient Program Designee will confirm hours worked prior to payment.

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Recipient Program Designee on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

**3. TERM/TERMINATION.** This Agreement may be terminated by either party with XX hour, day, week notice to the other party.

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Recipient has no right to further inquire into the Contractor's other activities.

**5. PROFESSIONAL CAPACITY.** The Contractor is an Ohio Department of Developmental Disabilities (DODD) Independent Provider Certified by DODD who uses his or her own professional and business methods to perform services identified in the Individuals’ ISP/IHP. The Contractor must submit a copy of their current DODD Certification with the signed agreement.

The Contractor attest that all initial training requirements have been met as part of the independent provider certification process. The Contractor will receive the Individuals’ ISP/IHP and may request any needed orientation to the Individuals’ specific needs or requirement regarding how to perform the Services.

The Recipient will provide the Contractor with major unusual incidents (MUI) and unusual incidents (UIs) training specific to the Recipient.

The Recipient will require the Contractor to obtain a BCII check or FBI Background Check according to the Ohio Department of Developmental Disabilities rules.

**6. NO LOCATION ON PREMISES.** The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, his or her services are not integrated into the mainstream of the Recipient's business.

**7. WORK HOURS.** The Contractor will work scheduled hours in the Intermediate Care Facility for Individuals with an Intellectual/Developmental Disability (ICF/IID) or Waiver Home to supplement direct care staffing during the COVID-19 pandemic.

**8. EXPENSES PAID BY CONTRACTOR.** The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.

**9. CONFIDENTIALITY.** Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

**11. NO RIGHT TO ACT AS AGENT.** An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

**12. ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

**13. WAIVER OF BREACH.** The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

**14. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**15. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Ohio.

**16. SIGNATORIES.** This Agreement shall be signed by First and Last Name (“Recipient Representative) or Designee, Job Title on behalf of Provider Organization Name and by Independent Contractor Name. This Agreement is effective as of the date first above written.

RECIPIENT:

Provider Organization Name

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

First Name Last Name

Job Title

CONTRACTOR:

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

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