



HOME HEALTH AIDE REGISTRATION AGREEMENT

EMPOWERED COMMUNITY LIVING and _____ (herein “HOME HEALTH AIDE”) hereby agree as follows:

1. HOME HEALTH AIDE is a duly trained Home Health HOME HEALTH AIDE pursuant to Florida statutes, Chapter 400, Part IV, F.S., who requests to be registered with **EMPOWERED COMMUNITY LIVING** for the purpose of receiving referrals from individuals or organizations that need home health HOME HEALTH AIDE services as defined and authorized under Chapter 400, Part IV, F.S. As a Contractor, please be advised that you are an independent contractor and the Nurse Registry is not obligated to monitor, supervise, manage or train caregivers. However if there is a violation of state laws or a deficiency in the caregiver’s credentials that the nurse registry becomes aware of, the nurse registry will do the following:

- advise the patient to terminate the referred individual’s services,
- provide the Contractor with the reason for termination
- cease to refer the contractor to other patients or facilities, and,
- if there are practice violations, notify the appropriate licensing board of the specifics of the violations.

2. **EMPOWERED COMMUNITY LIVING** will register HOME HEALTH AIDE and will perform the following services:

- Supply an Information packet, the terms of which are hereby incorporated herein and made a part of this Agreement.
- Refer appropriate requests for services when an individual or organization contacts **EMPOWERED COMMUNITY LIVING** for home health services that can be provided by the HOME HEALTH AIDE. HOME HEALTH AIDE will choose whether to accept the referral or decline it.
- Maintain a record, as required by law, on each patient who receives services from HOME HEALTH AIDE.
- Collect the payment for services on HOME HEALTH AIDE’S behalf, maintain said funds in a general escrow account, and compensate HOME HEALTH AIDE for services provided each week. For purposes of these payments the cut-off for calculation of the amount to be paid is three (3) days prior to the date of payment. Payment rates shall be as stated in the table below and may be revised, from time to time, subject to the agreement of both parties. Changes in the compensated rate will be documented, dated and verified by both parties.
- The HOME HEALTH AIDE will be compensated as follows:

Hourly Rate	\$ _____
Live In Rate	\$ _____
Visit Rate	\$ _____
Mileage Agreement	Rate of \$0. _____ Per mile reported



- Payment will be generated when all required documentation has been submitted to the Nurse Registry and is subject to approval of accuracy of applicable records.

3. **HOME HEALTH AIDE** agrees to:

- Abide by the terms and provisions in the Nurse Registry Licensure law, Chapter 400.506, F.S. and Rule 59A-18.
- Follow **EMPOWERED COMMUNITY LIVING** policies and procedures including, but not limited to, those that state requirements for record keeping, those that specify the documentation required for the HOME HEALTH AIDE's Qualifications File and those that describe and define the HOME HEALTH AIDE's responsibilities for procedures for patient safety and continuing care during emergency conditions as contained in **EMPOWERED COMMUNITY LIVING** Emergency Management Plan, to which Contractor hereby acknowledges receiving orientation.
- Will not solicit for HOME HEALTH AIDE services to any patient or client to whom HOME HEALTH AIDE is referred by **EMPOWERED COMMUNITY LIVING** until ninety (90) days has passed since the termination of HOME HEALTH AIDE's services to the patient or client. In the event HOME HEALTH AIDE violates this non-solicitation clause, both parties hereby agree that HOME HEALTH AIDE shall pay the sum of two thousand dollars (\$2,000) to **EMPOWERED COMMUNITY LIVING** as liquidated damages for each violation.
- Execute a Business Associate Contract if required under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- When services are to be terminated the patient or client shall be notified of the date of termination and the reason for termination and these shall be documented in the client's record.

4. Both parties understand and agree that the HOME HEALTH AIDE is an independent contractor and is solely responsible for HOME HEALTH AIDE's federal tax obligations, including any required payments for self-employment estimated taxes; and any required or desired insurance coverage. **EMPOWERED COMMUNITY LIVING** does not provide fringe benefits to independent contractors. **EMPOWERED COMMUNITY LIVING** shall issue each HOME HEALTH AIDE an IRS form 1099 each calendar year.

5. Both parties agree to comply with federal and state civil rights requirements and not unlawfully discriminate because of race, color, religion, sex, national origin, age, handicap, or marital status.

6. The initial term of this Agreement is for one year from the effective date written below and this Agreement shall automatically renew for successive one-year terms, until terminated by either party. Either party may terminate this Agreement by giving the other party thirty (30) days written notice of intent to terminate. Both parties specifically agree that any outstanding ninety-day period for non-solicitation, described in section 3 above, shall survey the effective termination date of this Agreement and remain in full force and effect until the ninety-day period(s) has expired.

7. This is the entire written Agreement between the parties and any amendments shall be in writing and signed by both parties before becoming effective. If any clause is found to be unlawful all other clauses shall remain in full force and effect.



Signed and effective this ___ day of _____, 202__.

HOME HEALTH AIDE:

Signature Date

EMPOWERED COMMUNITY LIVING

By: _____
Signature Date

Title: _____