



Independent Contractor/Health Care Agent Agreement For The In-Home Department

This Agreement is made this _____ day of _____, 20____, by and between THE CHIMES, INC. (“Chimes”) and _____, also referred to herein as Independent Contractor/Health Care Agent (“Contractor”), to provide services as specified herein to individuals enrolled in the In-Home Department (“Individuals”). The terms of the Agreement are as follows:

1. Chimes and Contractor recognize that Contractor is being engaged as an independent contractor and not as an employee of Chimes. Accordingly, Chimes is contracting with Contractor only to produce the results specified under this Agreement. The means and manner by which Contractor accomplishes the results specified in this Agreement shall, unless otherwise modified by this Agreement, be determined by Contractor within his/her sole discretion.
2. Contractor shall be entitled to engage in any other activity he/she chooses, as long as such activity does not interfere in any way with the results required under this Agreement.
3. Contractor shall not represent that he/she is an employee of Chimes. Contractor shall not be treated in any way as an employee of Chimes, nor shall Contractor receive any benefits that Chimes employees receive.
4. **Chimes is a government contractor and as such, Chimes and its contractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require covered contractors and subcontractors to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
5. Contractor shall be responsible for procuring and maintaining appropriate liability and other insurance coverage consistent with his/her operation of his/her business as an independently operated business. Moreover, Contractor warrants and represents that he/she possesses the required professional credentials, including but not limited to, current CPR certification, first

aid certification, any state mandated and/or approved behavioral intervention training, and that he/she will maintain all such certifications current and will immediately notify Chimes if any certifications become invalid or out of date.

6. In connection with the results to be obtained under this Agreement, Chimes shall:
 - A. Assess the Individual's needs before placement and acquaint Contractor with relevant facts concerning the Individual before placement.
 - B. Provide periodic follow up to the Individual.
 - C. Provide payment in an amount agreed upon by Chimes and Contractor (noted in paragraph nine below) within thirty (30) days after the provision of services by Contractor.
 - D. Payment for services rendered may be appropriately delayed if required documentation (noted in paragraph 7.H below) is not provided within the time frames designated by Chimes.

7. In connection with the duties to be performed under this Agreement, Contractor shall:
 - A. Provide for the personal care needs of the Individual and render regular assistance as required with the activities of daily living.
 - B. Maintain knowledge of the Individual's whereabouts and provide constant supervision for the duration of the assigned shift.
 - C. Notify the Chimes In-Home Support Coordinator in instances of Individual's illness, accident, unexplained absence from home, or from day placement or unusual changes in Individual's behavior.
 - D. Implement the Individual's behavior management plan established by Chimes and collect data as required.
 - E. Maintain records in accordance with the regulations of Chimes and the applicable administrative/regulatory agency responsible for overseeing the provision of such services.
 - F. Indemnify and hold harmless Chimes for any personal injury to Individual or Contractor or damage to the Contractor's personal property done by the Individual.
 - G. Indemnify and hold harmless Chimes for any illness or injury to Individual or Contractor which is the result of services performed while under contract.
 - H. Submit on a timely basis all proper documentation required by Chimes to effectuate the terms of this Agreement.

8. Pursuant to the HIPAA Rules regarding privacy, security, breach notification and enforcement codified at 45 CFR Part 160 and 164, Contractor agrees to:
 - A. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law;
 - B. Use appropriate safeguards with respect to electronic protected health information, to prevent use or disclosure other than as provided for by this Agreement;

- C. Report to Chimes any use or disclosure of protected health information of which Contractor becomes aware, including breaches of unsecured protected health information and any security incident of which Contractor becomes aware;
 - D. Ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to the Contractor with respect to such information;
 - E. Make available protected health information in a designated record to Chimes, the individual or the individual's designee as necessary to satisfy Chimes' obligations under 45 CFR 164.524;
 - F. Make any amendment(s) to protected health information in a designated record as directed or agreed to by Chimes or take other measures as necessary to satisfy Chimes' legal obligations;
 - G. Maintain and make available the information required to provide an accounting of disclosures to Chimes, the individual or the individual's designee as necessary to satisfy Chimes' legal obligations under HIPAA;
 - H. Make his/her internal practices, books, and records available to the federal Health and Human Services official for purposes of determining compliance with HIPAA Rules.
9. As a result of negotiation between Chimes and Contractor, it is agreed that Chimes shall pay Contractor the agreed upon compensation for services to be rendered, such compensation may be amended from time to time by the mutual consent of both Contractor and Chimes.
10. Contractor is not eligible for and shall not participate in any pension, health or other fringe benefit plan offered to Chimes employees.
11. Contractor shall be liable for his/her own debts, obligations and omissions, including but not limited to the payment of all required withholdings, social security and other taxes or benefits on behalf of Contractor or Contractor's employees, if any.
12. Contractor affirms that he/she is insured, protected, or covered under his/her own independent workers' compensation insurance policy that he/she has procured on his/her own behalf. No workers' compensation coverage shall be obtained by Chimes for the Contractor.
13. Contractor agrees to attend no more than four (4) contractor update meetings per year, with each meeting to last no longer than two (2) hours. In consideration of Contractor attending these update meetings Contractor shall be paid a "Meeting Attendance Fee" of \$10.00 per hour with a maximum fee of \$20.00 per meeting in addition to all other agreed-upon fees established under this Agreement.
14. This Agreement shall be terminable by either party upon thirty (30) days written notice from either party, except that either party shall be entitled to terminate the Agreement upon twenty-four (24) hours written notice in the event of a material breach of this Agreement by either party.

15. This Agreement shall, in all respects, be interpreted, enforced and governed under the laws of the State of Virginia.

16. This Agreement constitutes and embodies the full and complete understanding between the parties. No other promises, representations or agreements shall be binding or has any effect unless in writing, signed by the parties and incorporated in this Agreement.

THE CHIMES, INC.

By: _____
Signature Date

Print Name and Title

INDEPENDENT CONTRACTOR/HEALTH CARE AGENT

By: _____
Signature Date

Print Name and Title