



# UNITED FAMILY HEALTHCARE INC.

UNITED FAMILY HEALTH CARE INC.

## INDEPENDENT CONTRACTOR AGREEMENT

### HOME HEALTH AIDE (HHA)

This agreement is made and entered into this day Sept 26, 2022, by and between UNITED FAMILY HEALTH CARE INC. A Florida corporation, And Taira Magdaleno, S.S # 779-59-1084, a Florida resident at: 13302 SW 152 street.

WITNESSETH:

WHEREAS, UNITED FAMILY HEALTH CARE, Inc. Is licensed by the state Florida to provide Home Health Services in Miami-Dade County, Florida.

WHEREAS, the STAFF is qualified, licensed and or certificate as required by the State of Florida to provide home health aide services to individuals.

WHEREAS, UNITED FAMILY HEALTH CARE, Inc. desires to engage the STAFF, as an independent contractor, to provide home health aide services to UNITED FAMILY HEALTH CARE patient's and

WHEREAS, the STAFF agrees to be engaged by UNITED FAMILY HEALTH CARE, Inc., as an independent contractor, to provide home health aide services to UNITED FAMILY HEALTH CARE patients.

**NOW, THEREFORE, it is agreed between UNITED FAMILY HEALTH CARE, Inc. and the STAFF that:**

1. **SERVICES.** The patients are accepted for care only by UNITED FAMILY HEALTH CARE, Inc. The STAFF shall provide service as outlined in UNITED FAMILY HEALTH CARE policy and procedure manual categorized under the Home Health Aide job description. The STAFF shall perform his/her work in accordance with currently approved methods and practices of his/her profession. The STAFF shall provide services only as authorized by UNITED FAMILY HEALTH CARE. The STAFF will furnish services in a safe and effective manner.
2. **COMPENSATION.** UNITED FAMILY HEALTH CARE will pay the STAFF for Home Health Aide services rendered in accordance with the Independent Contractor Agreement pursuant to the mutually agreed Fee Scheduled. UNITED FAMILY HEALTH CARE will not pay mileage to the STAFF. On a weekly basis, the STAFF shall bill UNITED FAMILY HEALTH CARE for home health services rendered to UNITED FAMILY HEALTH CARE patients during the proceeding one (1) week. UNITED FAMILY HEALTH CARE will pay the STAFF for services previously billed within UNITED FAMILY HEALTH CARE pay scheduled on a bi-weekly basis.







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3. **POLICIES AND PROCEDURES.** The STAFF will conform to all UNITED FAMILY HEALTH CARE policies, including personnel qualifications, State and Federal Regulation and accreditation organization standards. The STAFF will conform to all Medicaid Conditions of Participation applicable to the personal care/home health aide services. The STAFF will provide home health care services in accordance with the patient's support plan/plan of care. The STAFF will notify UNITED FAMILY HEALTH CARE if there is a changed in the patient's conditions. The STAFF shall maintain at least 12 in-service hours per calendar year. The scheduled for the STAFF to provide services will be determined by client's/caregiver needs and availability and it should conform to the written prior authorization.
4. **PATIENT NOTES.** The STAFF shall prepare written notes of his/her patient's visits (the patient notes). The patient notes shall be submitted to UNITED FAMILY HEALTH CARE on a weekly basis or on such other basis as prescribed by UNITED FAMILY HEALTH CARE.
5. **AUTOMOBILE LIABILITY INSURANCE.** Although UNITED FAMILY HEALTH CARE is not the STAFF's employer and, therefore, cannot be held liable in damage for the STAFF's negligence, the STAFF hereby undertakes, at his/her expense, to maintain in effect at all times an automobile liability insurance covering his/her motor vehicle at the following minimum levels: bodily injury of \$10,000.00 per person and \$20,000.00 per occurrence, and property damage of \$5,000.00.
6. **PHYSICAL EXAMINATION.** The STAFF shall undergo a physical examination and a tuberculosis test, no less frequently than every two (2) years. The written result of which, certified by a licensed Florida medical doctor, shall be submitted to UNITED FAMILY HEALTH CARE on forms provided to the STAFF for that purpose.
7. **NON-ASSIGNABILITY OF PERSONAL SERVICES CONTRACT.** Neither the rights nor the duties prescribed by this Independent Contractor Agreement (ICA) can be assigned by UNITED FAMILY HEALTH CARE without the written consent of the STAFF. Neither the rights nor the duties Prescribed by this (ICA) can be assigned to the STAFF without the written consent of UNITED FAMILY HEALTH CARE.
8. **GOVERNING LAW.** This Independent Contractor Agreement shall be governed by and interpreted in accordance with the statutory, regulatory and decisional law of the State of Florida.
9. **AMENDMENT.** No amendment to this Independent Contractor Agreement shall be effective unless it is reduced to writing and signed by and authorized representative of UNITED FAMILY HEALTH CARE and the STAFF.
10. **SEVERABILITY.** The illegality, invalidity or unenforceability of any provision of this Independent Contractor Agreement shall not affect the legality, validity or enforceability of any other provision of this Independent Contractor Agreement.







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11. **DECLINATION OF WORKERS COMPENSATION INSURANCE.** Because the STAFF is an independent contractor (440.02(13)(d)1., Florida Statutes), and not an employee, of UNITED FAMILY HEALTH CARE, UNITED FAMILY HEALTH CARE will not provide workers compensation coverage to the STAFF. The STAFF hereby declines workers compensation coverage at the expense of UBNITED FAMILY HEALTH CARE.
13. **NO WITHHOLDING OF TAXES.** Because the STAFF is an independent contractor, works for other agencies and not exclusively for UNITED FAMILY HEALTH CARE, STAFF is therefore not an employee of UNITED FAMILY HALTH CARE, and UNITED will not withhold federal income and social security taxes from its payments to the STAFF for home health aide services rendered to UNITED FAMILIY HEALTH CARE, patients. Moreover, because the STAFF is an independent contractor, and not an employee, of UNITED FAMILY HEALTH CARE, UNITED will not match the STAFF's social security tax payments to the United States Government.
14. **TERM.** This Independent Contractor Agreement shall be in effect from 09/26/22, until \_\_\_\_\_, and, unless terminated by UNITED FAMILY HEALTH CARE or the STAFF, shall automatically renew itself for additional one (1) year periods. UNITED and the STAFF is each entitled to terminate this (ICA) by affording fifteen (15) days written notice to the other party.

**UNITED FAMILY HEALTH CARE, Inc., a Florida corporation:**

Date: 9/26/22

Signature: \_\_\_\_\_

Kenia Chin, Administrator & CEO

Signature: \_\_\_\_\_

Taira Magdaleno

