



INDEPENDENT CONTRACTOR SERVICE AGREEMENT

Avail Health & Behavioral Solutions, LLC

This Independent Contractor Service Agreement (“Agreement”) is entered into as of **[Date]**, by and between:

Avail Health & Behavioral Solutions, LLC
 (“Company”), a Florida limited liability company,

AND

[Contractor Full Name]
 (“Contractor”).

1. RELATIONSHIP OF PARTIES

Contractor is engaged as an **independent contractor**, not an employee. Contractor is not entitled to employee benefits, including but not limited to health insurance, workers’ compensation, unemployment insurance, or paid leave.

Contractor is responsible for all taxes, licensing, insurance, and compliance requirements.

2. SCOPE OF SERVICES

Contractor agrees to provide the following services:

- Personal Supports (PS)
- Supported Living Coaching (SLC)
- Companion Services
- Respite Services
- Nurse Registry Services (if applicable)
- Other approved services as assigned



Services must be delivered in accordance with:

- Florida Medicaid guidelines
- APD (Agency for Persons with Disabilities) requirements
- AHCA regulations
- Company policies and procedures

3. QUALIFICATIONS & COMPLIANCE

Contractor must maintain at all times:

- Valid government-issued ID
- Required certifications (CPR, First Aid, CNA, HHA, etc. as applicable)
- Level 2 background screening clearance
- AHCA compliance eligibility
- Active status in all required systems (i.e., iConnect, EVV, HHAeXchange)

Failure to maintain compliance will result in immediate suspension of services.

4. SCHEDULING & SERVICE DELIVERY

- Contractor is responsible for accepting and maintaining assigned schedules.
- Contractor must arrive on time and complete all assigned hours.
- Missed, late, or abandoned shifts may result in termination.

5. DOCUMENTATION REQUIREMENTS

Contractor agrees to:

- Accurately document all services in EVV (HHAeXchange or applicable system)
- Complete notes in accordance with Qlarant/APD standards
- Ensure all entries are **real-time, accurate, and compliant**



Failure to properly document = non-payment for services.

6. COMPENSATION

- Contractor will be paid at a rate of **[\$Rate] per hour/unit**
- Payments are processed **[weekly/bi-weekly]**
- Only **authorized and verified hours** will be paid

The Company reserves the right to deny payment for:

- Unauthorized services
- Incomplete or incorrect documentation
- Services not rendered in compliance with regulations

7. NON-SOLICITATION

Contractor agrees that during this Agreement and for **12 months after termination**, they will not:

- Solicit or accept private work from Company clients
- Divert clients, referrals, or staff from the Company

Violation will result in legal action.

8. CONFIDENTIALITY (HIPAA)

Contractor agrees to:

- Maintain strict confidentiality of all client information
- Comply with HIPAA laws and privacy regulations

Unauthorized disclosure may result in termination and legal consequences.

9. PROFESSIONAL CONDUCT

Contractor must:

- Maintain professional behavior at all times
- Respect client rights and dignity
- Follow abuse, neglect, and exploitation reporting laws

Zero tolerance for:

- Fraud
- Abuse or neglect
- Falsification of records

10. EQUIPMENT & EXPENSES

Contractor is responsible for:

- Transportation
- Phone/device for EVV
- Uniform or appropriate attire

No reimbursement will be provided unless pre-approved.

11. TERMINATION

This Agreement may be terminated:

- By either party with written notice
- Immediately by the Company for:
 - Non-compliance
 - Policy violations
 - Fraud or misconduct



12. LIABILITY & INSURANCE

Contractor is responsible for maintaining:

- Professional liability insurance (if applicable)
- Any required certifications or licenses

Contractor assumes full responsibility for their actions while providing services.

13. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless Avail Health & Behavioral Solutions from any claims, damages, or liabilities arising from Contractor's actions.

14. GOVERNING LAW

This Agreement shall be governed by the laws of the **State of Florida**.

15. ENTIRE AGREEMENT

This document represents the entire agreement between both parties and supersedes all prior agreements.



SIGNATURES

Avail Health & Behavioral Solutions, LLC

By: _____

Name: _____

Title: _____

Date: _____

Contractor

Signature: _____

Name: _____

Date: _____