

Unique Caring Foundation, Inc. Contracting Agreement

This Agreement is made effective as of _____, by and between Unique Caring Foundation, Inc., also known thereof as **UCF**, located at 518 North Street Suite D, Rock Hill, SC and _____, also known thereof as "Independent Contractor".

Independent Contractor has a background in the field of Human Services Targeted Case Management and is willing to provide services to UCF based on his/her background and experiences. UCF desires to have services provided by Independent Contractor. Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES:** Beginning on _____, the Independent Contractor will provide the following **TARGETED CASE MANAGEMENT** services.

(Mark all that applies)

- Complete entire Intake & Referral Package provided by UCF**
- Complete entire Client Intake Assessment provided by UCF**
- Complete entire Client Case Management Plan provided by UCF**
- Perform Targeted Case Management linkage and coordination of service**
- Complete Client/Guardian Admission & Consent Forms provided by UCF**
- Review Client/Guardian Handbook with Client/Guardian**
- Gather Client Medical, Educational, & Court Records, etc.**
- Complete weekly client Progress Notes & contractor's Time Sheets**
- Ensure Client Authorizations are in Client files**
- Only bill for services outlined in SC Medicaid Policies**

- 2. PERFORMANCE OF SERVICES:** The manner in which the Services are to be performed are determined by the Policies and Procedures outlined in the SC Medicaid TCM Manual which will be provided to contractor. The specific hours to be worked by Independent Contractor shall be determined by Contractor based on the availability of the family/guardian of the person served. Contractor agree to only provide a maximum of 6 hours a month of Targeted Case Management for each Person Served on their case load. At minimum Independent Contractor agrees to work hours required by person served's plan of care, Independent Contractor agrees and realizes that hours may change and vary from time to time. Contractors agrees to maintain client Medical Records file in accordance with UCF Medical Records FaceSheet and ensure Client Medical Records files are completely filled out and signed off by client/guardian using black ink. Progress Notes will be completed immediately after service is delivered. Contractor agrees to completed Intake Assessment and Case Management Plan with 45 days of accepting a referral. Contractor agrees to upload the Case Management Plan and Freedom of Choice in the Phoenix according to SC Medicaid Guidelines. Contractor agree to follow all SC

Medicaid Guidelines as outlined in SC Medicaid Policies & Procedures Manual at all times. Contractor also agrees to attend all SC Medicaid required training provided at no cost by UCF. Contractor will not be compensated for these required trainings. Contractor will only be compensated for a percentage of services billed for each client as outlined in their Independent Contractor's Agreement.

- 3. MEDIA COMMUNICATIONS:** No Contractor shall make a public appearance, news release or public speech representing Unique Caring Foundation, Inc. A Contractor may not speak to the news media as an official or unofficial spokesperson of Unique Caring Foundation, Inc. If an Contractor receives a media inquiry, he should respond "I have no authority to respond to your request and you should refer your question to the Director of Operations".
- 4. PAYMENT:** UCF will pay a fee to Independent Contractor for the Services based upon the services being provided. The Fee shall be based upon _____% of the hours billed for each Person Served. This fee shall be payable bi-monthly. The Independent Contractor will be **paid on the fifteenth and thirtieth or thirtieth-first day of the month.** For paydays falling on a Saturday or holiday, you will be paid the prior business day. For paydays falling on a Sunday, you will be paid the following business day. If someone else is to pick up your check, it will not be released without a signed, handwritten note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce identification to management; otherwise, your check will not be released. Any deviations from this procedure must have prior approval from an officer of the UCF. **All checks can be picked up after 12:00 PM on pay day unless the request is approved by the Director.**

Upon termination of this Agreement, payments under this paragraph shall cease; however, the Independent Contractor shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which Independent Contractor has not yet been paid. **In the event that Medicaid requires a payback on the services provided and the Independent Contractor is responsible for the payback, the Independent Contractor's check may be withheld or funds deducted.** If this occurs, the Independent Contractor will be notified in writing and the payback will be structured between the Independent Contractor and UCF.

(Check all services that apply)
 Targeted Case Management

(Contractor's fee & Initial)
_____ % service billed _____

- 5. EXPENSE REIMBURSEMENT:** Independent Contractor shall pay all "out-of-pocket" expenses, including Professional liability insurance and shall not be entitled to reimbursement from UCF for any out-of-pocket expenses.

6. **SUPPORT SERVICES:** UCF will provide support services, including providing office space, phone & office phone/utilities, copier/fax machines, and limited office supplies.
7. **SAFETY AND HEALTH:** It is the policy of the UCF to have a safe and healthy workplace and to follow procedures aimed at safeguarding all who is concern. Accident prevention and efficiency at work go together; neither should be given priority over the other. Safety is everyone's responsibility. Each Independent Contractor is expected to devote the time and effort necessary to ensure the safety of all persons served at all times.

RESPONSIBILITIES OF THE INDEPENDENT CONTRACTOR:

- Follow office workplace safety rules
- Following safe job procedures and not taking short cuts
- Keeping UCF office clean and free from slipping or tripping hazards
- Using prescribed personal protective equipment
- Immediately reporting all equipment malfunctions to UCF Director
- Using care when lifting and carrying objects
- Observing restricted areas and all warning signs
- Reporting unsafe office conditions to Director
- Attending all Contractor safety meetings
- Participating in accident investigations

8. **TERM/TERMINATION:** This Agreement will remain in affect unless otherwise terminated by either the "UCF" or Independent Contractor".

a) **Termination of Agreement:** Any Independent Contractor who decides to terminate this contractual agreement must do so in writing by provided a letter to the Director. All clients will remain with the UCF unless they decided that they no longer desire UCF to be the agency of choice.

b) **Behavior Process:** As an Independent Contractor, you are expected to perform certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of person served and others, but also demands that Independent Contractor refrain from any behavior that might be harmful to themselves, UCF staff, or that might be viewed unfavorably by current or potential customers or by the public at large because the Independent Contractor conduct reflects on the UCF. Independent Contractor is consequently encouraged to perform at the highest standards of professionalism at all times.

Types of behavior and conduct that the UCF considers inappropriate include, but are not limited to, the following:

- Falsifying client records and time billed

- Violating the UCF's anti-harassment policy
- Soliciting or accepting gratuities from persons served
- Excessive, unnecessary, or unauthorized use of UCF property and supplies, particularly for personal purposes
- Working under the influence of drugs or alcohol, and the illegal manufacture, possession, use, sale, distribution or transportation of drugs at work, in the community, the person served's home or your own home.
- Fighting or using obscene, abusive, or threatening language or gestures while performing duties for UCF.
- Unauthorized possession of firearms while working with UCF clients
- Disregarding safety or security regulations at UCF sites
- Failing to maintain the confidentiality of the UCF's and the person served's confidential information as protected by HIPAA.

Should an Independent Contractor's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on a breach of any of the above UCF contractual duties and/or SC Medicaid guidelines UCF may terminate this contract immediately.

- 9. RELATIONSHIP OF PARTIES:** It is understood by the parties that Independent Contractor with respect to UCF is not an Employee of UCF. UCF will not provide fringe benefits, including health insurance benefits, Workers Compensation, paid vacation or any other Contractor's benefit for the benefit of the Independent Contractor.
- 10. INSURANCE:** Independent Contractor agrees to maintain current Automobile & workers compensation insurance. The Independent Contractor agrees to provide the UCF with current and all renewal Insurance Declarations pages of their Automobile.
- 11. DISCLOSURE:** Independent Contractor is required to disclose any outside activities or interest, that conflict or may conflict with the best interests of UCF. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that Contractor may be involved with on behalf of UCF.
- 12. EMPLOYMENT OF OTHERS:** Independent Contractor may not sub-contract any portion of this agreement to its own Contractors without written approval from UCF.
- 13. INDEPENDENT CONTRACTOR (S) INJURIES:** Independent Contractor acknowledges that it is their responsibility to obtain appropriate insurance coverage for the benefit of its Independent Contractor (and/or Independent Contractor's Contractors) who may sustain injuries while performing services under this Agreement.

14. ASSURANCE OF CONFIDENTIALITY: UCF recognizes that Contractor has and will have the following information: specific person served/family information and other proprietary information (collectively, "Information") which are special, confidential, and of a personal nature and needs to be protected from improper disclosure. In consideration for the disclosure of the Information, Independent Contractor agrees that Independent Contractor will not at any time or any manner, either directly or indirectly use any Information for Independent Contractor's own benefit, divulge, or communicate in any manner any Information to any third party without the prior written consent of UCF. Independent Contractor who provides service to any persons served receiving MH/DD/SAS will be held to strict confidentiality because the persons served receiving these services are protected by confidentiality regulations as outlined by Federal Law.

15. UNAUTHORIZED DISCLOSURE OF INFORMATION: If it appears that Independent Contractor has disclosed (or has threatened to disclose) Information in violation of this Agreement, UCF shall be entitled to an injunction to restrain Contractor from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. UCF shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

16. CONFIDENTIALITY AFTER TERMINATION: The Assurance of Confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

17. RETURN OF RECORDS AND UCF'S PROPERTY: Upon termination of this Agreement, if Independent Contractor had been issued any UCF property such as software, computer equipment, databases, passwords, files, pager, keys, cell phones, records, notes, data memoranda, models, and any equipment of any nature that is in the Independent Contractor's possession or under the Independent Contractor's control and which is the property of UCF and or related to UCF business, it must be returned at the time of your termination of this agreement. You will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from your final paycheck, and you may be required to sign a wage deduction authorization form for this purpose.

18. TRAINING REQUIREMENTS:

UCF provides in-house and out source training for its Independent Contractor to complete all necessary training. The training policy is a mandate in which every Independent Contractor who provides a service to the person served must be trained within the 1st 30 days of employment in the following modules, but not limited to: First Aid, CPR, HIPPA, and Targeted Case Management training outlined in SC Medicaid Policy Manual. An exception will be made if the Contractor can provide current certificates of these trainings.

Also, the Independent Contractor is required to have the following documents and credentials completed and returned to the UCF prior to seeing UCF clients: Physical Examination, Automobile Declaration Page, and Copy of High School Diploma or BA/BS Degree and other documents outlined in contractual file.

30 days prior to the expiration of an Independent Contractor's training, it is their responsibility to check the training schedule (s) and let HR know when they will be taking the class or classes so that their training (s) will not expire. The ONLY trainings, documents and credentials that **are exempt** from expiration are:

- CORE Trainings
- Physical Examination
- Orientation
- High School Diploma or BS/BA Degree

If an Contractor is found in violation of these training standards, their ability to provide service (s) is subject to suspension until their training requirements are in compliance.

19. TAXES: As an Independent Contractor the Independent Contractor realizes and agrees that it is his/her responsibility to pay all necessary payroll taxes on the revenue that he/she earns. The Unique Caring Network will provide a 1099 tax form for Independent Contractor to file each year.

20. CONTRACT SUPERVISION: The Independent Contractor agrees and understands that although he/she is an Independent Contractor Director and/or designee will be responsible for making sure that contractor adheres to all SC Targeted Case Management Policies and Procedures.

21. NOTICES: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for UCF: Unique Caring Foundation, Inc.
 Tyrone Miller, Director
 7128 Albemarle Rd, Ste B
 Charlotte, NC 28227

IF for Independent Contractor:

Full Name: _____

Address: _____

City, State, & Zip: _____

Such address may be changed from time to time by either party by providing written notice within thirty (30) days to the other in the manner set forth above.

22. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. Either party may terminate this agreement with a 5 day notice to the other party for any reason. This Agreement supersedes any prior written or oral agreements between the parties.

23. AMENDMENT: This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

24. 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 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.

25. WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

26. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of South Carolina.

Unique Caring Foundation, Inc.

By: _____

Signature of Director

Date: _____

Contractor providing services:

Signature of Independent Contractor

Date: _____