**INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement is made between Guardiantrac LLC d/b/a GT Independence located at 215 Broadus Street, Sturgis, MI 49091 ("GT"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who is located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Independent Contractor" or “Contractor”).

1. **Term of Agreement.** This Agreement will become effective when signed by both parties and shall continue until terminated. All provisions of this Agreement shall apply to all services and all periods of time in which Contractor renders services for GT.

2. **Terminating the Agreement.** GT may terminate this Agreement immediately by giving written notice of termination to the Independent Contractor. Independent Contractor can terminate this agreement by providing 14 days written notice to GT. Either party may terminate this Agreement immediately upon reasonable cause; reasonable cause shall be defined as 1) a material violation of this Agreement, or 2) any act exposing the other party to liability to third parties for personal injuries or damage to property, real or personal.

3. **Services to be Performed.** Contractor agrees to perform the following services for GT as an Employment Guide: See Schedule A

4. **Payment.** In consideration for the services to be performed by Contractor, GT agrees to pay Contractor the sum of $**[amount]** for each **[type of service performed]**: See Employment Guide Outcome Payment Schedule

5. **Expenses.** Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.

6. **Materials.** Contractor will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.

7. **Independent Contractor Status.** The parties agree that Contractor is an independent contractor, and that neither Contractor nor Contractor’s employees or contract personnel are, or shall be deemed to be, employees of GT. In its capacity as an independent contractor, Contractor agrees to and represents the following:

1. Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement.
2. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
3. Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
4. Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
5. The services required by this Agreement shall be performed by Contractor, or Contractor’s employees or contract personnel, and GT shall not hire, supervise, or pay any assistants to help Contractor.
6. Neither Contractor nor Contractor’s employees or contract personnel shall receive any training from GT in the professional skills necessary to perform the services required by this Agreement.
7. Neither Contractor nor Contractor’s employees or contract personnel shall be required by GT to devote full time to the performance of the services required by this Agreement.
8. The Contractor does not receive the majority of its annual compensation from GT.

The parties acknowledge and agree that GT is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

8. **Permits and Licenses.** Contractor declares that Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

9. **Qualifications.** Contractor represents that they have obtained the relevant qualifications and training including: Complete required Division of Vocational Rehabilitation Trainings and CPR/First Aid.

10. **State and Federal Taxes.** GT will not:

1. withhold FICA (Social Security and Medicare taxes) from Contractor’s payments or make FICA payments on Contractor’s behalf, or
2. make state or federal unemployment compensation contributions on Contractor’s behalf, or withhold state or federal income tax from Contractor’s payments.

Contractor shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and, if Contractor is not a GT, self-employment (Social Security) taxes. On demand, Contractor shall provide GT with proof that such payments have been made.

11. **Fringe Benefits.** Contractor understands that neither Contractor nor Contractor’s employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of GT.

12. **Worker’s Compensation.** GT shall not obtain worker’s compensation insurance on behalf of Contractor or Contractor’s employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker’s compensation insurance and provide GT with a certificate of worker’s compensation insurance before the employees begin work.

13. **Unemployment Compensation.** GT shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor’s employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If a Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by GT under this Agreement.

14. **Insurance.** Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless GT from any and all liability arising out of or in any way related to Contractor’s performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts or the acts of the employees or agents of Contractor.

15. **Exclusive Agreement.** This is the entire Agreement between Contractor and GT.

16. **Modifying the Agreement.** This Agreement may be modified only by a writing signed by both parties.

17. **Confidentiality.** Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of GT without GT’s prior written permission except to the extent necessary to perform services on GT’s behalf. Proprietary or confidential information includes

1. the written, printed, graphic, or electronically recorded materials furnished by GT for Contractor to use;
2. business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind; and
3. information belonging to customers, participants and their employees, and suppliers of GT about whom Contractor gained knowledge as a result of Contractor’s services to GT. Contractor shall not be restricted in using any material that is publicly available, already in Contractor’s possession, or known to Contractor without restriction, or that is rightfully obtained by Contractor from sources other than GT. On termination of Contractor’s services to GT, or at GT’s request, Contractor shall deliver to GT all materials in Contractor’s possession relating to GT’s business.

18. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.

19. **Notices.** All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to GT at the above listed address and to Contractor at the address shown below under Contractor’s signature. Each such notice or other communication shall be deemed given, delivered, and received on its actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the U.S. Postal Service’s return receipt. Any party to this Agreement may give a notice of a change of its address to the other party(ies) to this Agreement.

20. **No Partnership.** This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on GT’s behalf.

21. **Assignment and Delegation.** Contractor may not assign or subcontract any rights or obligations under this Agreement without GT’s prior written approval.

Signatures:

**GuardianTrac LLC d/b/a INDEPENDENT CONTRACTOR**

**GT Independence**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Assigned to Job Seeker:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Assigned: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Closure: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A**

Contractor agrees to perform the following services for GT as an Employment Guide:

1. Promote Job Seeker in Self- Determination
2. Assist Job Seeker in identifying skills & talents
3. Assist Job Seeker in identifying and grow their Network and Circle of Support
4. Utilize personal Network to assist Job Seeker in obtaining employment
5. Complete Job Seeker Actives in a timely manner as designated in the Self Directed Integrated Employment (SDIE) Planning Tool and Job Seeker Portfolio(s)
6. Attend **all** scheduled Division of Vocational Rehabilitation (DVR) meetings
7. Assist Job Seeker in Job Readiness skills including but not limited to: Resume Development, Networking, Interviewing Skills, Application Completion, Job interviews, Temporary Work Experience(s)
8. When contacted by the Job Seeker , the Employment Guide shall return contact within 48 hrs
9. Complete **all** required reporting by designated due date(s)
10. Attend **all**  required Trainings & Events including:

* Monthly- Technical Assistance Office Hours via phone or ZOOM on the third Tuesday of the month.
* Semi-annual- In-person meeting. 2015: July 22nd, 2015from 9:00am-12:00pm.  
   2016: TBA

1. Contact a minimum of two Employers weekly during Phase 2 and until employment is secured
2. Provide Job Coaching as authorized
3. Develop and maintain supports needed for Job Seeker to be successful in employment (i.e., Task Analysis, Reasonable Accommodations, etc).
4. Conduct themselves in a professional manner whenever representing and meeting with the Job Seeker
5. Complete **all** activities as determined by the Support Services Director
6. Complete **all** required paperwork as identified on the Employment Guide Paperwork Checklist
7. Complete **all** required Division of Vocational Trainings and provide verification
8. Successfully complete CPR and First Aid Training and provide verification
9. Make Job Seeker Portfolio(s) available for review upon request