

**Health Planning Council of Southwest Florida, Inc.
Workers Compensation Compliance/Exemption**

Contract Period:

Name of contractor

Corporations, LLC's or similar entities other than sole proprietorships:

Sole proprietors skip this section and move on to "Sole Proprietor"

Please choose one and attach corresponding form:

- ☐ CONTRACTOR has workers comp coverage and will continue coverage throughout contract period (attach proof of coverage)
- ☐ CONTRACTOR has workers comp exemption from State of Florida and individual listed on exemption is only person providing services to HPC. (attach proof of exemption and sign here to attest that no other individuals are providing services:

Sole proprietors (skip if you completed the last section)

- ☐ CONTRACTOR has workers comp coverage and will continue coverage throughout contract period (attach proof of coverage)
- ☐ CONTRACTOR meets the state definition of an independent contractor outside the construction industry, under Florida law
- ☐ Contractor meets the definitions listed in Florida statute 440.02 as indicated below.
- ☐ Contractor does not meet the definition of an independent contractor

In order to meet the definition of independent contractor, at least four of the following criteria must be met:

Please check all that apply

- ☐ The independent contractor maintains a separate business with his or her own work facility, truck, equipment, materials, or similar accommodations;
- ☐ The independent contractor holds or has applied for a federal employer identification number, unless the independent contractor is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations;
- ☐ The independent contractor receives compensation for services rendered or work performed and such compensation is paid to a business rather than to an individual;
- ☐ The independent contractor holds one or more bank accounts in the name of the business entity for purposes of paying business expenses or other expenses related to services rendered or work performed for compensation;
- ☐ The independent contractor performs work or is able to perform work for any entity in addition to or besides the employer at his or her own election without the necessity of completing an employment application or process; or
- ☐ The independent contractor receives compensation for work or services rendered on a competitive-bid basis or completion of a task or a set of tasks as defined by a contractual agreement, unless such contractual agreement expressly states that an employment relationship exists.

If four of the criteria listed in sub-subparagraph a. do not exist, an individual may still be presumed to be an independent contractor and not an employee based on full consideration of the nature of the individual situation with regard to satisfying any of the following:

Please check all that apply

- ☐ The independent contractor performs or agrees to perform specific services or work for a specific amount of money and controls the means of performing the services or work.
- ☐ The independent contractor incurs the principal expenses related to the service or work that he or she performs or agrees to perform.
- ☐ The independent contractor is responsible for the satisfactory completion of the work or services that he or she performs or agrees to perform.
- ☐ The independent contractor receives compensation for work or services performed for a commission or on a per-job basis and not on any other basis.
- ☐ The independent contractor may realize a profit or suffer a loss in connection with performing work or services.
- ☐ The independent contractor has continuing or recurring business liabilities or obligations.
- ☐ The success or failure of the independent contractor's business depends on the relationship of business receipts to expenditures.

All Providers:

Independent Contractor Waiver of Workers' Compensation Coverage: I am an independent contractor. I am not the employee of HPC for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits under their policy coverage. I waive any and all rights to file any claims against said employer or their carrier in the event an accident should occur while I am performing work on or off their premises during the CONTRACT PERIOD.

Contractor Signature and date