



ASSOCIATE CONTRACT CASE MANAGER / HEALTH PROFESSIONAL

Athena Case Management operates a simple and transparent model with its Associates.

For some associates the inclusion of VAT will not be necessary if they are below that VAT threshold.

Benchmarked Associate Rates of Pay	£40 per hour ex VAT
Associate Expenses	As Schedule of rates

Our contract for associates is shown below.

The information required to translate this into a company specific contract is:

- Name of Associate Company
- Address of Associate Company
- Date of agreement
- Minimum Associate contract rate
- A high level description of services to be provided by the Associate

ASSOCIATES AGREEMENT

This agreement is made as of by Stella Baxter and between Athena Case Management 1st Floor Piper House, 190 Scudamore Road, Leicester LE3 1UQ United Kingdom, hereinafter known and the Associate (**Name & address**), hereinafter known as the Associate, for the provision of Case Management services.

1. Associates Duties and Obligations

The associate agrees to perform the services specified in Appendix 1, which is attached hereto and made part of this agreement.

The Associate acknowledges and agrees that they are independent contractors who are not employees of the client.

The Associate agrees to indemnify and hold harmless the client for any liability which is attributable to the negligent actions or failure to act of the associate. The maximum amount of liability will be the sum of fees due to the Associate for the previous three months at the time that the claim for liability is made by the client.

2. Associate Compensation

All compensation received by the Associate hereunder shall be deemed to be for services as an independent contractor, and not as an employee of Athena Case Management.

The contractor's compensation for performing the specified services shall be paid as provided in Appendix 2, which is attached hereto and made part of this agreement. The associate will not be entitled to receive any vacation or illness payments or similar benefits from the client.

The Associate shall invoice the Athena Case Management identifying the person(s) who performed the specified services, the number of hours worked by such person(s), a breakdown of how those hours have been spent and the incurred expenses directly related to the performance of the specified services.

Payment will normally be made to the associate by Athena Case Management within two weeks of the date that the payment is received for the work from the primary client.

The primary client is the individual or organisation for which Athena Case Management is engaged to provide services.

3. Protection of Confidential Information

While an Associate for Athena Case Management, and thereafter, the Associate and its representatives shall not use any confidential information except as required by Athena Case Management and the primary client in performing the specified services; nor shall the Associate disclose to anyone outside of Athena Case Management and the primary client any such confidential information.

Notwithstanding the above, the term confidential information shall not apply to information which the client has voluntarily disclosed to the public or which has otherwise lawfully entered the public domain.

4. Non Solicitation of Primary Clients, Employees and Contractors

During the term of this agreement and for a period of one year following the termination of this agreement, the Associate shall not without prior agreement solicit to work directly for any of Athena Case Management primary clients in any capacity whatsoever.

5. Term of Agreement

Either Athena Case Management or the Associate may terminate this agreement at any time, for any reason or no reason, by written notice to the other party. Athena Case Management will compensate the Associate for services rendered up to the date of termination in line with compensation provisions under section 2 of this agreement.

6. Applicable Law and Enforcement of Rights and Obligations

This agreement shall be construed and governed in accordance with the laws of England. If any court determines that any part of this agreement is unenforceable, Athena Case Management and the Associate agree that all other parts shall remain in force and effect to the maximum extent permitted by law. This agreement is binding on the parties' successors, assigns, executors, administrators and heirs.

7. Amendments

This agreement constitutes the entire agreement between the parties and may be amended only in writing executed by authorised representatives of both parties.

By signing hereunder the Associate acknowledges that they have read all of the provisions of this agreement and agree to all of its terms.

Appendix 1

Services to be performed by the Associate

1. The Associate shall perform the following services for the client:

(insert here)

2. The services shall be completed by no later than:

To be specified for each project of work.

3. The services shall be performed in accordance with the following special instructions and/ or requirements:

To be specified for each project of work.

Appendix 2

The Associate shall be entitled to 100% of the expenses paid to Athena Case Management by the primary client for services provided by the associate.

No minimum number of hours of work are guaranteed to the associate.

2. The Associate shall be entitled to invoice the following expenses to Athena Case Management for addition to the invoice to the primary client:

- Car mileage @ 40p per mile + VAT if applicable.
- Travel time £25.00 per hour + VAT if applicable.
- Trains up to the standard open return fare.
- Copying / Printing 20p per page.
- Taxi / Bus Fares As incurred.
- Other agreed reasonable expenses as incurred.

3. The base location for each member of the Associate shall be their home address.

4. **Mailing Address for Athena Case Management:**

1st Floor Piper House
190 Scudamore Road
Leicester LE3 1UQ

- T (Office): 0116 2870077
- T (Mobile): 07905 448610
- F: 0116 2877342
- E-mail: cm@athenacase.com

6. **Details for [Associate]**

[Associate] Name:

[Associate Address]

Signature:

Attachments CV etc :