

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement made as of

_____ **Date**

Between

_____ D&P Healthcare Staffing Agency

Address:

And,

Name:

Contractor

Address:

_____ Telephone No.:

_____ Liability Insurance No.:

_____ License No.:

WHEREAS, D&P Healthcare Staffing Agency operates

Contractor is regularly engaged in the business of _____

and is experienced in performing such work; and Contractor is willing and able to perform such services, under the terms and conditions of this Agreement for those individuals who are clients of D&P Healthcare Staffing Agency.

The Parties Agree as Follows:

CONTRACTOR'S WORK

The work to be performed by Contractor includes all services generally performed by Contractor in his/her usual line of business. The Contractor shall perform only such work for Clients as is specifically requested by D&P Healthcare Staffing Agency and mutually agreed upon by the parties in writing. The parties acknowledge that, while D&P Healthcare Staffing Agency has the right to control and direct the Contractor as to the result to be accomplished by his/her work (i.e. as to what shall be done), D&P Healthcare Staffing Agency does not have the right to control and direct the Contractor as to the details and means by which that result is accomplished (i.e. as to how his/her work shall be done). In every event, however, should the Contractor agree to undertake an assignment and perform his/her services for a Client, his/her work will always be performed competently, professionally and to the best of his/her ability, experience and training.

TERMS AND TERMINATION

- a. The term of this Agreement shall be for a period of _____ commencing on the date first above written. Thereafter, this Agreement shall automatically be renewed from _____ unless sooner terminated.
- b. Either party may terminate this Agreement at anytime upon _____ days written notice to the other party. In addition, D&P Healthcare Staffing Agency may at anytime, immediately upon written notice, terminate this Agreement if in its sole and exclusive judgment it determines that the Contactor has defaulted in the performance of any of the terms or conditions of this Agreement on Contractor's part to be performed.

PAYMENT

- a. D&P Healthcare Staffing Agency shall pay Contractor for all services performed hereunder at the rate of \$_____ per _____. The Contractor shall bill _____ for services rendered and each billing, if in satisfactory form as to time spent and amount(s) charged, shall be paid in full within 30 days from the date of receipt. Each billing shall set forth the exact work performed, the date(s) it was performed and the actual length of time it took to complete such work. D&P Healthcare Staffing Agency' sole judgment shall be conclusive as to whether the billing is in satisfactory form as to time spent and amount(s) charged.
- b. D&P Healthcare Staffing Agency shall not be obligated to pay for any other cost, expense or disbursement incurred by Contractor in performing the services hereunder unless D&P Healthcare Staffing Agency had given prior consent to such charge in writing.
- c. Contractor shall not solicit or accept any payment, tip, gratuity, personal favor or gift of cash or otherwise from a Client.

ASSIGNMENT AND SUBCONTRACTING

This Agreement is for the personal services of the Contractor and this Agreement or any right or obligation hereunder shall not be delegated, assigned or transferred by the Contractor and the Contractor shall not subcontract the furnishing of any of his/her work.

REPORTS

The Contractor, when requested, shall provide written reports with respect to the services rendered hereunder.

NOTICES

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective party or address set forth above. Ordinary first-class mail can be used for the mailing of billing statements and disbursement consents.

GENERAL RELATIONSHIP

In all matters relating to the work to be performed by the Contractor as a result of this Agreement, the Contractor shall be acting as an Independent Contractor. The Contractor is not an employee of D&P Healthcare Staffing Agency under the meaning or application of any federal or state tax, unemployment, insurance or Worker's Compensation laws or otherwise. The Contractor shall at his/her own expense, comply with all such laws, and shall assume all liabilities or obligations imposed by any one or more of such laws with respect to his/her self-employment, including but not limited to the payment of all self-employment taxes. Furthermore, the Contractor shall not have the authority to assume or create any obligation, express or implied, on behalf of D&P Healthcare Staffing Agency.

CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION

The Contractor shall keep in strictest confidence all information relating to this Agreement and that information which may be acquired in connection with or as a result of this Agreement. During the term of this Agreement and at any time thereafter, without the prior written consent of D&P Healthcare Staffing Agency, the Contractor shall not publish, communicate, divulge, disclose or use any of such information which has been designated by D&P Healthcare Staffing Agency as proprietary or confidential or which from the surrounding circumstances in good conscience ought to be treated by the Contractor as proprietary or confidential. Upon termination of this Agreement, or on D&P Healthcare Staffing Agency request at any time, Contractor shall deliver all records, data information, and other documents and all copies thereof, whether prepared by Contractor or otherwise coming in Contractor's possession during the term of this Agreement, to D&P Healthcare Staffing Agency and such shall remain the property of D&P Healthcare Staffing Agency.

D&P HEALTHCARE STAFFING AGENCY CLIENTS

At no time during the life of this Agreement or for a period of one year immediately following the termination of this Agreement, regardless of who initiated the termination shall Contractor for himself/herself or on behalf of any other person, firm or entity, call on for the purpose of soliciting the business of any of D&P Healthcare Staffing Agency' clients for whom the Contractor may have worked, with whom Contractor became acquainted or of whom Contractor learned during the course of this Agreement; nor shall the Contractor in any way directly or indirectly, for himself/herself or on behalf of, or in conjunction with, any person, firm or entity, solicit, divert, or take away any such clients of D&P Healthcare Staffing Agency or perform any services for such clients not authorized by D&P Healthcare Staffing Agency in writing during the life of this Agreement or for one year immediately following the termination of this Agreement, regardless of who initiated the termination.

INJUNCTION

In the event of a breach or threatened breach by the Contractor of any of the provision of the Paragraph entitled "*Confidential Matters and Proprietary Information*" and the Paragraph entitled "*D&P Healthcare Staffing Agency Clients*" D&P Healthcare Staffing Agency shall be entitled to an injunction restraining the Contractor from engaging in such conduct. Nothing herein contained, however, shall be construed as prohibiting D&P Healthcare Staffing Agency for pursuing any other remedies available to D&P Healthcare Staffing Agency for such breach or threatened breach, including but not limited to the recovery of compensatory and/or punitive damages from the Contractor. In addition, D&P Healthcare Staffing Agency shall be entitled to recover from Contractor all of the costs, disbursements and attorney's fees incurred by D&P Healthcare Staffing Agency in pursuing its rights hereunder.

IDENTIFICATION OF CONTRACTOR

The Contractor shall be responsible for furnishing suitable identification to Client's as may be approved by D&P Healthcare Staffing Agency.

INDEMNITY BY CONTRACTOR

The Contractor shall be solely responsible for any and all liability, loss or damage arising out of, or in any way, connected to the work which the Contractor may perform as a result of this Agreement.

APPLICABLE LAW

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Sate of Maryland.

BINDING EFFECT

This Agreement shall bind the parties and their respective successors.

IN WITNESS WHEREOF, the parties have signed this Agreement as to the date written above.

Contractor Signature

D&P Healthcare Staffing Agency Signature

Note: It is recommended that you seek your own legal counsel to determine requirements in your area.