

# HealthPro Staffing Solutions

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into by HealthPro Staffing Solutions, LLC., herein referred to as "HealthPro", and \_\_\_\_\_, herein referred to as "Contractor." HealthPro desires that Contractor provide certain services as an independent Contractor and Contractor desires to provide HealthPro with certain services as an independent Contractor on the terms and conditions hereinafter set forth. Now therefore the parties, in consideration of the mutual promises herein contained, hereby agree as follows:

1. **Services.** HealthPro hereby engages Contractor to perform services as described herein, and Contractor accepts such engagement commencing upon date of signing this agreement, and continuing as long as assignments are made by HealthPro and accepted by Contractor. It is understood that HealthPro does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract with others during the term of this Agreement.
2. **Licenses and Credentials.** Contractor agrees to provide current and complete licenses and relevant certifications, physical examinations, immunizations, liability insurance and other documentation as may be required by HealthPro and prior to being offered any assignment. Contractor will maintain all applicable professional licenses in good-standing during the term of this Agreement. Contractor agrees to provide updated and valid replacement certificates prior to expiration of each document for as long as Contractor and HealthPro maintain a professional relationship.
3. **Services.**
  - 3.1 Contractor will provide therapeutic treatment services at medical or other health care facilities at which HealthPro has secured work. Contractor's services will be billed by HealthPro and HealthPro will pay for said services. Contractor will provide services in accordance with all applicable professional standards of care, regulations and laws and will be responsible for clinical judgments and treatments for patients placed in Contractor's care.
  - 3.2 In arranging for the rendition of the services sought by HealthPro under this Agreement, Contractor shall:
    - (a) Furnish all tools, equipment and other materials needed to render such services;
    - (b) Personally provide such services or arrange for another duly licensed and qualified therapist to do so;
    - (c) Maintain or provide all office, clerical and other facilities necessary to provide the contracted services;
    - (d) Maintain or arrange for such expertise and skills as to be able to render the contracted services;
    - (e) Not use HealthPro's offices, equipment or services or represent to any person or entity that Contractor is an agent or employee of HealthPro;
    - (f) Contractor will set its own time when the services contracted for hereunder will be rendered and will bear all expenses incurred to do so;

# HealthPro Staffing Solutions

- (g) Contractor may advertise its services in electronic or prior media, list its services in the commercial pages of telephone or other directories or otherwise advertise its services, but may not disclose its independent Contractor relationship with HealthPro;
- (h) HealthPro will not furnish business cards, stationery, invoices or letterhead and to the extent Contractor arranges for the printing of such documents, HealthPro shall not be identified or mentioned; and,
- (i) Contractor will use its own methods, without receiving training from HealthPro and will not be instructed in detail about how to provide the services contracted for hereunder.

## 4. Relationship Between Parties.

- 4.1 It is expressly understood and agreed that in performance of services under this Agreement, Contractor shall be independent with respect to HealthPro and shall not be considered an employee or agent of HealthPro. Further, it is expressly understood and agreed by both parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the parties, it being specifically agreed that this relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement.
- 4.2 Neither Contractor nor any of Contractor's agents or employees shall be eligible to participate in any employee benefit plan or program, fringe benefit plan or program, or insurance plan or program, of any kind maintained by HealthPro (or any of its affiliates) in connection with the performance of services under this Agreement.
- 4.3 Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to services performed under this Agreement.

## 5. Payment for Services.

- 5.1 Contractor's rate will be negotiated prior to assignments. Contractor understands that accurate documentation must be submitted in a timely manner for HealthPro to process and make timely payment. Contractor is required to submit an invoice with each submission for the full amount billed. After receipt of the invoice, payment will be made by check, and sent to the address provided by the Contractor.
- 5.2 Contractor acknowledges that HealthPro provides valuable pension, welfare, fringe and other compensatory benefits to certain employees. Contractor agrees that even if a court or government agency determines that Contractor and HealthPro have had a common law employer-employee relationship, Contractor will still be bound by this Agreement and will not be entitled to receive from HealthPro or have HealthPro provide on his/her behalf any different or additional pay, or any benefits, insurance coverage, tax payments, or withholding, or compensation of any kind. Contractor hereby knowingly and voluntarily waives any right to claim any such benefits or payments on the ground of the performance of services under this Agreement.

# HealthPro Staffing Solutions

## 6. Insurance.

- 6.1 Contractor shall maintain and provide HealthPro current Certificates of Insurance evidencing insurance as indicated below.
- (a) Professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 in the aggregate.
  - (b) Motor Vehicle Insurance with minimum liability coverage in the amount as required by State law.
  - (c) Contractor shall provide to HealthPro a Certificate of Insurance evidencing coverage set forth above and naming HealthPro as an additional insured, if permissible under such coverage.
  - (d) Worker's compensation insurance. In the event Contractor fails to fulfill this obligation, then Contractor will hold harmless HealthPro AND HealthPro's clients, and agrees to waive any claim in event of loss, injury, expense or damages resulting from failure to obtain such insurance.
- 6.2 Contractor agrees to provide HealthPro with thirty (30) days written notice in the event of the cancellation or modification of any insurance coverages.

## 7. Indemnification by Contractor.

- 7.1 Contractor agrees to immediately notify HealthPro of any complaint or action which is part of or may lead to litigation involving HealthPro.
- 7.2 Contractor shall indemnify, defend and hold harmless HealthPro, its officers, agents and employees from any and all liability claims, demands or causes of action, arising out of or resulting from any act, omission or commission on the part of Contractor, Contractor's officers, agents or employees.
- 7.3 Contractor shall indemnify HealthPro against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to services performed under this Agreement.
- 7.4 The indemnification provisions of this Section 7 shall survive the termination of this Agreement.

## 8. Restrictive Covenants.

- 8.1 Contractor acknowledges that he/she will be placed as a professional associated with HealthPro with agencies and facilities with which HealthPro has expended considerable time, effort and expense to develop good-will and ongoing relationships. Contractor further acknowledges that he/she would not be asked to provide services to such agencies and facilities at this time but for his/her association with HealthPro. Contractor recognizes that HealthPro has a legitimate interest in protecting its relationships with such agencies and facilities against unfair competition by an associated Contractor. Contractor acknowledges that HealthPro would not place Contractor with such agencies and facilities except for Contractor's execution of this agreement and promise to abide by the covenants contained in this Section 8.

# HealthPro Staffing Solutions

- 8.2 Non-solicitation of Clients. Contractor covenants and agrees that he/she will not, during the term of this Agreement or at any time during the six (6) month period thereafter, directly or indirectly, without HealthPro's prior written consent, solicit or seek to provide professional services to or on behalf of any agency or facility to which the Contractor was referred by HealthPro during the period of time Contractor is associated with HealthPro. This agreement shall not prohibit the Contractor from working with any facility or agency to which Contractor was not referred by HealthPro.
- 8.3 No Interference with HealthPro Clients. Contractor agrees that he/she shall not seek, directly or indirectly, to induce or persuade any other person or entity with whom or with which HealthPro maintains a contractual relationship to provide professional services, to breach, in whole or in part, its contract with HealthPro or to terminate, or fail or refuse to renew, any contract, and the Contractor shall not interfere in any manner for any reason with any contract while it is in effect.
- 8.4 Confidential Information Records. Contractor recognizes and acknowledges that during the course of his/her association with HealthPro he/she will become aware of or obtain highly confidential records and information which is not available to the public. Contractor agrees that all such records and information maintained by HealthPro, regardless of the form in which those records and information are maintained, including administrative, business, financial or medical, (including client/patient records and information), are and shall remain HealthPro's exclusive property. Contractor shall maintain the confidentiality of all records and shall not remove or release said information and records including any copies thereof to any third party or permit any information and records to be removed, copied or so released without either the written consent of the patient in regard to patient's personal records, or the written consent of HealthPro with regard to administrative business or financial information and records maintained by Contractor for HealthPro.

## 9. Enforcement of Covenants.

- 9.1 In the event any covenant contained in Section 8 shall be to any extent construed by any court of competent jurisdiction as being too broad in area or time, or both, or otherwise to any extent held invalid, then those portions thereof which may be construed to be invalid or unenforceable shall be severed and the remaining portions thereof shall continue in full force and effect.
- 9.2 The covenants set forth in Section 8 are and shall be construed as independent covenants and shall survive the expiration or sooner termination of Contractor's services hereunder. In addition, it is specifically agreed that damages would be inadequate to compensate HealthPro for any breach or threatened breach by Contractor of any such covenants and that such damages would also be difficult, if not impossible, to ascertain and that the breach by Contractor of any of such covenants will result in irreparable harm and injury to HealthPro. Therefore, Contractor agrees and consents that HealthPro shall, in addition to and without limiting any other remedy or right it may have, be entitled to such equitable and injunctive relief as may be available to restrain or prevent a breach or contemplated breach of any such covenant, such right to be cumulative and in addition to any other remedy HealthPro may have in the premises, including the recovery of damages by HealthPro.

## 10. Termination of Agreement.

- 10.1 This Agreement may be terminated by the Contractor for any reason whatsoever; similarly HealthPro may terminate this agreement with the Contractor for any reason whatsoever, at any time, with or without notice.

# HealthPro Staffing Solutions

10.2 This Agreement may be terminated immediately in the sole discretion of HealthPro upon the occurrence of any of the following events:

(a) Contractor engages in fraud, dishonesty, misappropriation of funds, embezzlement or other act of misconduct in the rendering of services thereof from HealthPro; (b) Contractor continues to engage in personal or professional misconduct or to violate rules of professional ethics; (c) Contractor fails or refuses to faithfully or diligently perform any of the provisions of this Agreement; (d) Contractor makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or is involuntarily adjudicated bankrupt; (e) Failure to provide current/updated credentials and required documentation.

**11. Controlling Law.** This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of New York.

## **12. Miscellaneous.**

12.1 Counterparts. This Agreement may be executed in several counterparts, each of which shall be considered an original.

12.2 Integration. This Agreement supersedes all prior agreements or understandings, written or oral, of the parties hereto and incorporates the entire understanding of the parties with respect to the transactions contemplated hereby. This Agreement may not be modified without the prior written agreement of both parties to this Agreement.

12.3 Modification. A court can interpret or modify any provision hereof to the extent necessary to render that provision enforceable. Otherwise, the parties can modify a provision by entering into a written agreement, signed by both parties, to do so.

12.4 Severability. If any term or provision of this Agreement or application to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.5 Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12.6 No assignment. This Agreement shall not be assigned by Contractor or HealthPro or by operation of law without the prior written consent of all parties to this Agreement.

12.7 Dispute Resolution. Any dispute hereunder or otherwise occurring between the parties shall be resolved by a lawsuit filed, in a timely manner and after any prerequisite to suit has been satisfied, in the United States District Court of the Eastern District of New York or in the Supreme Court of the State of New York. Both parties agree to waive a jury trial or any claim or cause of action arising under or any way related to this agreement, and agree that such claim or cause of action shall be decided by the Court without a jury.

# HealthPro Staffing Solutions

**13. Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed first class, postage prepaid.

If to HealthPro: HealthPro Staffing Solutions, LLC.  
82 North Broadway  
Suite 202  
Hicksville, NY 11801

If to Contractor: **Name:** \_\_\_\_\_  
**Discipline:** \_\_\_\_\_  
**NYS Lic. #:** \_\_\_\_\_  
**SSN/EIN:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement.

Date \_\_\_\_\_

\_\_\_\_\_  
HealthPro Staffing Solutions, LLC.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
NYS License/Registration Number