



INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of _____, between **Uptown Hope, LLC**, which has offices at **300 Redland Court, Suite 309, Owings Mills, Maryland 21117**, ("Agency") and _____ ("Independent Contractor"). The Independent Contractor and the Agency are referred to individually at times herein as a "party" and collectively at times as the "parties." In consideration of the promises and agreements contained herein, the parties agree as follows:

1. **Business:** The Agency is a Healthcare Staffing Agency engaged in the business of supplying certain workers to its Clients on a temporary basis to work at Clients' facilities and supplement the Clients' work force. Independent Contractor is a "Healthcare Practitioner" ("HCP") engaged in the independent business or occupation of providing such temporary work that the Clients request from the Agency. Independent Contractor acknowledges that he/she has complied with the following:
 - Is not currently in violation of any of, and will continue to comply with, the following during the time he/she performs services under this Agreement:
 - All Federal, State and Local laws, rules and ordinances regarding business permits, licenses, orders, approvals, concessions, and franchises of any kind that are required of the Independent Contractor by any Federal, State, or Local governmental or regulatory body to carry out the business or occupation of the Independent Contractor and to perform the tasks set forth.
 - Has the required and relevant training, experience, qualifications, skills, and abilities the Agency and Clients specify for the assignment.
2. **Engagement:** Subject to the terms and conditions set forth in this Agreement, the Agency hereby engages the Independent Contractor to perform services for the Agency as set forth herein, and the Independent Contractor hereby accepts such engagement.
3. **Term:** This Agreement shall commence on the date first stated above and shall continue until the Independent Contractor's satisfactory completion of the services or assignment as determined by the Client/Agency *or* [until terminated in writing by the Agency in accordance with applicable section of this Agreement] *or* [earlier terminated on a mutually agreed upon basis by the parties].
4. **Independent Contractor Status:** This Agreement does not constitute a general agency. The Independent Contractor is independent in respect of the services contemplated in this Agreement. The Independent Contractor shall not have the right or authority to assume or create any obligation or responsibility or represent to any third party that the Independent Contractor has the authority to create such an obligation or responsibility, including, without limitation, legal or financial obligations, on behalf of or in the name of the



Agency and its Clients. The Independent Contractor acknowledges that she/he is not an agent or employee of the Agency.

This Agreement does not constitute a hiring by either party. The Independent Contractor shall not be an employee of the Agency for any purpose, including but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any state revenue and taxation code relating to income tax withholding at the source of income, workers' compensation, and other benefit payments and third-party liability claims. This Agreement shall not be considered or construed to be a partnership or joint venture, loaned servant arrangement, or any other business arrangement between the parties other than that of an Independent Contractor relationship. The Agency shall not be liable for any obligations incurred by the Independent Contractor unless specifically authorized in writing. To the extent applicable, the Independent Contractor shall procure enough insurance to cover general liability, personal injury, and property damage.

The Independent Contractor is not authorized to enter into contracts or agreements on behalf of the Agency or to otherwise bind the Agency in any manner to third parties, or to represent that he/she has the authority to do so. The Independent Contractor warrants that he/she will perform the services set forth in this Agreement consistent with the Agency's Policy for Independent Contractors. Further, Independent Contractor warrants that he/she will provide the services set forth in this Agreement in accordance with ethical and reputable business practices and that the Independent Contractor has the requisite expertise, ability, and skill to render the services required by this Agreement.

5. **Services to Be Performed:** During the term of this Agreement, the Independent Contractor shall perform services required by the Agency as referred to its Clients as follows:

Healthcare Practitioner (*Direct Care Professional*)

6. **Performance of Tasks:** Independent Contractors shall have control and discretion over the assignments they accept, the hours and day of the week they choose to work. However, once the Independent Contractor accepts an assignment, he/she shall perform the assignment in accordance with the job descriptions and requirements of the assignment as specified by the Client. Independent Contractor shall render services under the instruction and direction of the Client's administration and be subject to the applicable policies and procedures of the Client. The Independent Contractor agrees to devote the time and effort necessary to the successful performance of the services as reasonably required. The Independent Contractor may provide services to other persons, companies, or organizations so long as those activities do not materially interfere with the performance of the Independent Contractor's obligations under this Agreement. To the



extent that Independent Contractor utilizes any of Agency's or its Clients' materials or equipment to perform the tasks under this Agreement, Independent Contractor shall be responsible for any damages to such materials or equipment due to negligence, misconduct or misuse and Independent Contractor agrees to repair or replace such materials or equipment within a reasonable time frame as determined by the Agency. Should the Independent Contractor damage or fail to return any of Agency's or its Clients' materials or equipment, the Independent Contractor shall be responsible for all costs and expenses of the Agency and/or its Clients in connection with such damage or failure. The Independent Contractor acknowledges and agrees that the Agency may deduct, withhold or setoff from any payments owed to the Independent Contractor under this Agreement any amounts owed by the Independent Contractor to the Agency or its Clients.

The Independent Contractor agrees that unless otherwise agreed upon by the Agency, the Independent Contractor must provide no less than 48-hours of notice to the Agency if unable to perform or complete any assignment. The Independent Contractor also agrees that if he/she fails to provide such notice or fails to perform or complete any of the services, the Agency will be entitled, at its option, to put the Independent Contractor on a probationary period for up to 30 days. The parties also agree that a second infraction of such nature could result in permanent removal of the Independent Contractor's profile from Agency's database. The Independent Contractor agrees to comply with the Agency's policies and procedures, including, but not limited to, Agency policies regarding documentation required for entitlement to payment. The Independent Contractor agrees to comply with all Agency protocols communicated to the Independent Contractor either verbally and/or in writing, as may be amended from time to time by the Agency. The Independent Contractor agrees to abide by such policies and procedures of the Agency's Clients. The Independent Contractor further agrees to conduct himself or herself with propriety and dignity and not to take actions while performing the services that could injure the reputation and goodwill of the Agency or its Clients.

7. **Time Requirements.** The Independent Contractor shall be required to devote, during the term of this Agreement, the time, energy, and skill as necessary to perform the services of this engagement and shall, periodically or at any time upon the request of the Agency, submit information as to the amount of time worked and scope of work performed.
8. **Compensation.** In consideration for the full, prompt, and satisfactory performance of all services to be rendered hereunder, as determined by the Agency, and upon submitting a validated, accurate, and acceptable invoice/timesheet, the Independent Contractor shall receive compensation and any other payments as agreed to by the parties. For services performed pursuant to this Agreement, the Agency agrees to pay the Independent Contractor [**\$15.00 per hour**] or [a flat fee of \$0,] to be paid on a weekly basis or as otherwise required under state law or upon satisfactory completion of the engagement as



determined by the Agency. Agency shall not withhold Federal, State, and Local income tax and payroll tax of any kind on behalf of the Independent Contractor. The parties agree that the Agency will not obtain any workers' compensation coverage that covers the Independent Contractor, and further agree that in no event shall any workers' compensation insurance benefits be paid to Independent Contractor by Agency. The Independent Contractor understands that he or she is responsible to pay, according to the law, the Independent Contractor's income and other employment taxes and understands that he or she may be liable for self-employment taxes (Social Security and Medicare). In the event the Independent Contractor's services are terminated for whatever reason, the Independent Contractor will only be entitled to compensation for the services already performed for the Agency through and including the effective date of termination. In addition, the Agency shall not be liable to the Independent Contractor for any expenses paid or incurred by the Independent Contractor unless otherwise agreed to in writing.

- 9. Right to Benefits.** The Independent Contractor expressly acknowledges and agrees that the Independent Contractor is not an employee of the Agency, and as such is not entitled to and will have no claim to benefits provided to Agency employees, including but not limited to the following:
- A. Fringe Benefits - The Independent Contractor is engaged in his/her own independently established business, the Independent Contractor is not eligible for, and shall not participate in, any employee fringe benefit plan provided by the Agency to its employees, including but not limited to sick pay, vacation pay, group health and dental coverage, profit sharing or pension plans (such as 401(k) plans), shares or bonuses.
 - B. Taxes - The Independent Contractor will not be treated as an employee with respect to the services performed under this Agreement for Federal or State and Local tax purposes. The Agency will not withhold federal, state, or local payroll taxes of any kind nor will it pay or withhold state disability insurance on behalf of the Independent Contractor or his/her employees. Accordingly, the Independent Contractor agrees and acknowledges that he/she will assume complete tax responsibility for any monies he/she receives under this Agreement. The Independent Contractor understands that if he/she is not a corporation, he/she may be liable for self-employment (social security) tax to be paid as required by law.
 - C. Insurance - It is the Independent Contractor's sole responsibility to obtain and pay for workers' compensation insurance, unemployment compensation insurance, professional liability insurance, general liability insurance and any other insurance coverage which may be necessary to fully safeguard against any loss or damage arising out of, or as a result of any act or omission by the Independent Contractor, including but not limited to performance by the Independent Contractor of services under this Agreement.

- 10. Professional Responsibility.** Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by the Independent Contractor in



accordance with his or her independent and professional judgment and training. The Independent Contractor shall perform the services in a good and workmanlike manner and in accordance with generally accepted industry practices, regulations, job description, and Agency and Client policy and procedures.

11. Conflicts of Interest. Nothing in this Agreement is intended to preclude the Independent Contractor from performing services for other entities and individuals. However, the Independent Contractor agrees not to engage in any activity that conflicts with the Agency's business interests or reputation or interferes with the independent exercise of the Independent Contractor's judgment in the best interests of the Agency. The Independent Contractor shall not act as an agent for, consultant to, or as an officer, employee, or other representative of any of Agency's Client, subcontractor, or supplier while under this Agreement. The Independent Contractor shall not serve in any of the foregoing capacities for any of the Agency's competitors or prospective competitors, without giving prior written notification to the Agency. The Independent Contractor hereby warrants that there is no conflict of interest between the Independent Contractor's other employment, if any, or other contracts, if any, and the activities to be performed hereunder. The Independent Contractor shall advise the Agency if a conflict of interest arises in the future.

12. Work Made for Hire. The Independent Contractor agrees that the services to be performed pursuant to this Agreement, including all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement, are considered "work made for hire" as defined in 17 U.S.C. Section 101, and that any such work is by virtue of this Agreement assigned to the Agency and shall be the sole property of Agency for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws. If any work created by the Independent Contractor does not qualify as a work made for hire, the Independent Contractor agrees to assign his or her right in the work to the Agency. The Independent Contractor agrees to execute all documents prepared by the Agency and to do all other lawful acts as may be required by the Agency to establish, document, and protect such rights.

13. Termination. Either party may terminate this Agreement and the business relationship between the parties. Upon the termination of this Agreement the relationship between the parties shall end and the Agency shall not be liable for, nor shall the Independent Contractor be liable to perform, any services or expenses incurred after the receipt of notice of termination. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement. This Agreement shall terminate under the following scenarios:

- A. At any time by either party without liability prior to the completion or achievement of the services to be performed by giving 5 days written notice to the other.



- B. Immediately upon notice to the other, if such termination is because of a material breach of this Agreement by the other party, or in the case of termination by the Agency, such termination is because the Independent Contractor has engaged in conduct deemed by the Agency to be detrimental to the interests or reputation of the Agency or any employee or Client of the Agency such as violating the Agency's Policy for Independent Contractors.
- C. Agency may sooner terminate this Agreement without prior written notice in the event that the Independent Contractor: (i) is charged with any crime in connection with the Independent Contractor's duties or services under this Agreement; (ii) is convicted of any crime; (iii) breaches this Agreement; (iv) fails or refuses to attend to the his/her duties and obligations under this Agreement and/or to comply with the written policies or other directives of the Agency and its Clients (all of the aforesaid as determined by the Agency in its sole discretion) or (v) has committed any act of gross negligence or willful misconduct in connection with the services.
- D. This Agreement shall also be automatically terminated on the death of the Independent Contractor or on the permanent disability of the Independent Contractor, if because of the disability the Independent Contractor is no longer able, with or without reasonable accommodation, to perform his/her material services under this Agreement.
- E. This Agreement may be reinstated if the Agency and Independent Contractor subsequently agree, in which case the terms of this Agreement shall resume and continue govern.

14. Solicitation of Independent Contractors

During the term of this Agreement and for thirty (30) days after its termination or termination of the assignment, whichever is later, Independent Contractor agrees not to accept any solicitation or offer of employment from the Agency's Client that the Independent Contractor has been assigned, unless approved in writing by the Agency, or in accordance with the following exception:

- Client may hire assigned Independent Contractor only after the Independent Contractor has completed a minimum of eight hundred (800) billable hours for Agency working with Client. Client may hire assigned Independent Contractor who have not completed the required minimum of eight hundred (800) billable hours by paying the greater of one-time fee of \$8,000.00, or a sum equal to 20% of the first-year salary of the Independent Contractor as an employee of the Client.

15. Indemnification and Hold Harmless. The Independent Contractor agrees to indemnify and hold harmless the Agency, its officers, directors, employees, agents, assigns and successors against any claims, demands, or liability by the Independent Contractor during the performance of his or her duties arising out of breach of any representation in this Agreement, failure to properly perform any obligations under this Agreement hereunder,



and for any violations of law, including but not limited to failure to appropriately pay taxes on any monies he/she receives under this Agreement. The Agency shall not be responsible for any action or failure to act by the Independent Contractor. This section shall not affect any other remedies either party may have under this Agreement. The Independent Contractor expressly waives all claims for unemployment benefits and/or workers' compensation benefits and shall maintain same as necessary in connection with the performance of services required by the Agency.

16. Confidentiality/Non-Disclosure. Unless at the express direction of the Agency the Independent Contractor agrees, either during or after his/her performance of services under this Agreement, not to use, disclose or communicate, directly or indirectly, for any reason or in any manner, either during or after the term of this Agreement, any proprietary or confidential information or business about the Agency, including but not limited to, the names of its Clients, marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, a customer list, or other form of proprietary information of the Agency, whether oral, written, graphic, optical or electronic, including but not limited to:

- A. The business, conduct, marketing strategy or efforts, or operations of the Agency, or any of its Clients, including but not limited to any financial or personnel matters or information of or pertaining to the Agency and/or any of its employees or Clients.
- B. Any proprietary products or services of any nature designed, developed, or owned by the Agency or any Client.
- C. Database, list, or pricing or purchasing information or policies of the Agency or any of its Clients.
- D. The recruiting database, list, compensation and job assignment information or policies of the Agency or any of its Clients.
- E. Inventions, apparatus, tools, samples, methods of doing business, processes, formulas, drawings, blueprints, photographs, slides, motion pictures, videotapes, computer software, trade secrets, supplies, supplier list, personnel data and files, ideas or strategies, and cost data of the Agency or any of the Agency's Clients.

The Independent Contractor understands that any breach of this provision, or that of any other Confidentiality and Non-Disclosure Agreement (hereinafter "Confidential Information") is a material breach of this Agreement. This obligation not to use or disclose the Confidential Information does not apply to any information that is public knowledge in the Agency's industry, provided that the Independent Contractor did not cause it to become public knowledge.

17. Company Property. Upon termination or expiration of this Agreement for any reason, the Independent Contractor shall promptly deliver all Agency property, including



records, files, data, information, materials, and any other proprietary or Confidential Information and documents produced or acquired during the performance of this Agreement and all copies thereof to the Agency. Such material shall remain the property of the Agency.

- 18. Remedies.** The parties agree and acknowledge that a violation by the Independent Contractor of the confidentiality provision of this Agreement would result in irreparable injury to the Agency for which the Agency would have no adequate remedy at law. Therefore, the Agency shall be entitled to all equitable remedies to enforce this Agreement, including an injunction, to prevent violation(s) of this Agreement. If the Agency prevails in any such action, the Agency shall be entitled to recover its reasonable attorneys' fees and costs from the Independent Contractor, as well as any damages awarded by a court of law.
- 19. Non-Solicitation.** The Independent Contractor shall not, during the term of this Agreement and for a period of one year immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the Clients of the Agency on whom Independent Contractor called or became acquainted with during the term of this Agreement, either for his or her own benefit, or for the benefit of any other person, firm, corporation or organization.
- 20. Statements.** Both during or after the term of this Agreement, the Independent Contractor agrees to refrain from making any public or private statement about the Agency or its officers, directors, employees, agents, Clients, assigns and successors that is disparaging, negative or malicious, or that would be injurious to the Agency's business or reputation, or which would, directly or indirectly, interfere with the business of the Agency.
- 21. Waiver/Nonwaiver.** The failure of either party at any time to require the performance by the other party of any provision of this Agreement is not a waiver of the provision and shall in no way affect that party's right to subsequently enforce that provision.
- 22. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all prior agreements, whether oral or written, between the parties, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth therein. This Agreement shall be binding on and run to the benefit of the parties and their heirs, successors, and assigns. No amendment of this Agreement shall be effective unless in writing and signed by the parties.
- 23. Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.



- 24. Severability.** If any part or provision of this Agreement is held or determined invalid or unenforceable under any statute, regulation, ordinance or other rule of law, such term or provision shall be deemed reformed, deleted, or severable and the remaining provisions of this Agreement will remain in full force and shall be fully enforceable.
- 25. Amendment.** This Agreement may be amended only by a written agreement between the parties that expressly amends, modifies, terminates, or supersedes this Agreement.
- 26. Assignment.** Neither party shall voluntarily or by operation of the law assign or otherwise transfer its obligations under this Agreement without the prior written consent or authorization of the other.
- 27. Representations and Warranties.** The Independent Contractor hereby represents and warrants as follows:
- The Independent Contractor has executed and delivered this Agreement as the Independent Contractor's free and voluntary act, after having determined that the provisions contained herein are of a material benefit to the Independent Contractor, and that the duties and obligations imposed on the Independent Contractor hereunder are fair and reasonable.
 - The Independent Contractor has read and fully understands the terms and conditions set forth herein, has had time to reflect on and consider the benefits and consequences of entering into this Agreement and has had the opportunity to review the terms hereof with an attorney or other representative, if the Independent Contractor so chooses.
 - The execution and delivery of this Agreement by the Independent Contractor does not conflict with or result in a breach of or constitute a default under, any other agreement or contract, whether oral or written, to which the Independent Contractor is a party or by which the Independent Contractor may be bound.
 - The Independent Contractor has the required skill, experience, and qualifications to perform the services, and shall perform the services in a professional and workmanlike manner in accordance with industry standards for similar services and shall devote sufficient resources to ensure that the services are performed in a timely and reliable manner.
 - The Independent Contractor shall perform the services in compliance with all applicable federal, state, and local laws and regulations.
 - The Independent Contractor hereby covenants and/or acknowledges and agrees that the Agency may deduct, withhold or setoff from any payments owed to the Independent Contractor under this Agreement any amounts owed by the Independent Contractor to the Agency.
- 28. Governing Law and Jurisdiction.** This Agreement shall be governed by, and construed under, the laws of the State of Maryland. Jurisdiction and venue for all purposes shall be in the County of Baltimore, State of Maryland.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

Agency:

By _____

Tunji Oyefusi

(Print Name)

Executive Director

Title

Independent Contractor:

By _____

(Print Name)