



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made and entered into this _____ day of _____, 20___, by and between **Paramount Healthcare Placement Services** located in Malvern, Pennsylvania (hereinafter referred to as the PHPS) and _____ **Health Professional**, (hereinafter referred to as the Health Professional).

WITNESSETH

WHEREAS, PHPS is engaged in the business of representing highly skilled health professionals who desire to be engaged as independent contractors by health care facilities, primarily hospitals, in need of such skills on a limited basis; and

WHEREAS, Health Professional desires to engage PHPS for the purpose of obtaining referrals, directly or indirectly to health care facilities in need of (his/her)skills;

NOW, THEREFORE, in consideration of the premises set forth above and the mutual covenants and undertakings herein contained, and intending to be legally bound hereby, IT IS AGREED:

1. **ENGAGEMENT.** Health Professional engages PHPS on a non-exclusive basis for the purpose of obtaining referrals through Company to health care facilities which have a need for the skills possessed by Health Professional. Nothing contained in this Agreement shall be interpreted as a guarantee to professional by PHPS that (he/she) will receive any referrals to, or be engaged by, said health care facilities.

2. **Notice.** All notices, requests, demands and other communications hereunder shall be in writing to the following address:

Paramount Healthcare Placement Services
400 Chesterfield Parkway, Suite 100
Malvern, PA 19355

3. **Independent Contractor Relationship.**

A) PHPS and Health Professional agree that the relationship of Health Professional to PHPS, to any intermediate referring entity, and to any health care facility by which (he/she) may be engaged is all times that of an independent contractor and not that of an employee, partner, agent or joint-venturer of or with PHPS, any intermediate entity, or said health care facility.

B) At no time shall Health Professional possess the authority to charge items or incur debts or other financial obligations on behalf of PHPS or undertake any obligations or enter any

agreements on behalf of PHPS. Health Professional agrees that (he/she) will not at any time represent that (he/she) is an employee of PHPS or that (he/she) is authorized to make on behalf of PHPS any contracts, covenants or obligations of any kind whatsoever.

C) Health Professional and PHPS agree that because Health Professional is an independent contractor and not an employee of PHPS, any intermediate entity, or any health care facility by which (he/she) may be engaged, PHPS will not deduct, withhold and pay FICA, federal income tax, state income tax, workers' compensation insurance premiums, state disability insurance, unemployment benefit insurance, or any other payments that are ordinarily are submitted or withheld by an employer for or on behalf of an employee. Therefore, Health Professional agrees that (he/she) shall be solely responsible at all times to pay (his/her) own coverage for unemployment benefits, workers compensation benefits, disability benefits, or such other matters. Health Professional agrees to save, defend and hold PHPS harmless and indemnify PHPS for any liability incurred by PHPS for Health Professionals failure to comply with the foregoing, including without limitation, reasonable attorneys' fees and expenses incurred by PHPS.

D) Health Professional shall save, defend and hold PHPS harmless for any claims or liability relating in any matter to equipment or materials of a hospital to which Health Professional is referred.

4. **COMPENSATION.** The rate upon which any referral of Health Professional shall be based and the compensation to be received by Health Professional for services performed on behalf of the health care facilities by which (he/she) is engaged is set forth on Exhibit A, which is attached hereto and made a part hereof, Health Professional acknowledges and agrees that the fees set forth in Exhibit A constitute the entire compensation to which (he/she) is entitled for any and all services rendered pursuant to this Agreement. In the event PHPS is not reimbursed in full by the hospital for services rendered by Health Professional, Health Professional shall reimburse all monies advanced for such services. Health Professional shall be responsible for submitting appropriate invoices to PHPS in order to receive such funds.

5. **PROFESSIONAL QUALIFICATION AND LICENSES.** Health Professional agrees to provide PHPS with a statement of (his/her) education and work history; a physician's statement verifying that Health Professional is free of TB and is in good health; and to complete a skills checklist, and agrees that PHPS may submit the same to any intermediate referring entity and any health care facility which may engage Health

Professional. Health Professional also agrees to secure and maintain, at (his/her) sole cost and expense, all licenses and certifications required for the type of referrals Health Professional desires. Health Professional shall provide a copy of all such licenses and certifications to PHPS and agrees that PHPS may submit the licenses and certifications to any intermediate referring entity and any health care facility which may engage Health Professional. Health Professional further agrees to be evaluated periodically by appropriate persons in order to satisfy the accreditation requirements of any health care facility which may engage Health Professional.

6. **INSURANCE.** Health Professional agrees that during the term of this Agreement (he/she) shall maintain, at (his/her) sole cost and expense, malpractice and liability insurance. Health Professional shall provide a copy of the insurance policy and a certificate of insurance to PHPS and agrees that PHPS may submit said insurance policy and certificate of insurance to any intermediate referring entity and any health care facility which may engage Health Professional.

7) **TERMINATION BY PHPS.** PHPS shall be entitled to terminate this Agreement at any time without advance notice for cause. For the purposes of this paragraph "cause" shall mean: (1) failure of Health Professional to secure or maintain any necessary licenses or certifications; (2) failure of Health Professional to secure or maintain any insurance coverage's required by this Agreement; (3) misrepresentation, dishonesty or theft; (4) criminal conduct (other than minor traffic violations); (5) causing ill will for PHPS (6) arbitrary or unreasonable failure to perform any term of this Agreement; (7) physical or mental incapability of Health Professional to perform, with reasonable accommodation, the essential job duties set forth in or contemplated by this Agreement; (8) the filing of bankruptcy by or against Health Professional; (9) breach of this Agreement by Health Professional; or (10) any other actions or conduct of Health Professional which PHPS reasonably believes is detrimental to the conduct of its business.

8. **NO CONFLICTING AGREEMENTS.** Health Professional warrants and represents that (his/her) execution and performance of this Agreement does not and will not violate, conflict with or constitute a default under any contract, commitment, agreement, understanding, arrangement, restriction, or any adjudication or findings of any kind by any court or agency to which Health Professional may be a party or by which Health Professional may be bound, and that (he/she) will save, defend and hold PHPS harmless and indemnify PHPS for any liability related to a breach of this warranty and representation, including all costs, expenses, and attorneys' fees incurred in defending against such a claim.

9. **AMENDMENT.** This Agreement may not be amended, nor shall any waiver, change, modification, consent, release or discharge, in whole or in part, of this Agreement be effected, except by an instrument in writing executed by or on behalf of the party against whom an enforcement of any amendment, waiver, change, modification, consent, release or discharge is sought. No waiver in any instance or failure to require full performance shall be continuing or constitute a waiver in any other situation.

10. **ASSIGNMENT.** This Agreement shall not be assignable by Health Professional, but, except to the foregoing extent, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives and devisees.

12. **CAPTIONS.** Captions herein are inserted for convenience, do not constitute a part of this Agreement, and shall not be admissible for the purpose of proving the intent of the parties.

13. **INTEGRATION.** This agreement contains and represents the entire understanding and agreement of the parties with respect to its subject matter, superseding, canceling and voiding all prior agreements, understandings, negotiations, warranties, commitments and representations in such regard.

14. **GOVERNING LAW.** This Agreement shall be governed in all respects, including without limitation, validity, interpretation, effect, performance and enforcement, by the laws of the Commonwealth of Pennsylvania (without application of any principles of conflicts or choice of law that may otherwise be applicable). Any action arising out of or relating to any of the provisions of the Agreement may, at the election of PHPS, be brought and prosecuted only in the courts of, or located in, the Commonwealth of Pennsylvania, and in the event of such election the parties hereto consent to the jurisdiction and venue of said courts.

15. **SEVERANCE.** In the event of a specific provision of the Agreement, or any portion thereof, it is determined to be invalid by statute or administrative or judicial decision (provided the time for appeal of such decision has expired with no appeal having been made), the parties shall conform their conduct to satisfy the requirements of such statute or administrative or judicial decision. The remainder of the Agreement shall not be affected by any such determination and shall continue in full force and effect as provided herein.

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

Health Professional

Paramount Healthcare Placement Services