
INDEPENDENT CONTRACTOR AGREEMENT

This agreement is made on _____, between _____ (hereinafter referred to as the "Contractor") and Trinity Healthcare Advanced Practice (hereinafter referred to as "THAP")

In consideration of the mutual covenants of the parties, and for other good and valuable consideration, and intending to be legally bound, the Contractor and THAP agree as follows:

1. THAP shall use our best efforts to search for work assignments for the Contractor at hospitals or related healthcare facilities. This defines the Contractor as a subcontracted entity and not an employee of THAP. THAP shall use its best efforts to negotiate the most competitive contract rates and/or other remuneration on behalf of the Contractor.
2. The Contractor is free to accept or reject any work assignment offered by THAP. The Contractor shall have sole control over the manner and means of the medial services performed. All scheduling of the Contractor services with assigned facilities shall be done through THAP. Any work assignment that is accepted by Contractor shall be completed in a professional manner.
3. By signing this agreement you are committing to performing services under this Agreement, uses his or her best and most diligent efforts and professional skills, performs professional and supervisory services, and renders care to patients in accordance with and in a manner consistent with the highest standards of the specialty of training and experience and complies with the bylaws, rules and regulation of the Medical Staff and THAP. This will be evaluated on initial contracting and hereafter as deemed necessary by THAP. The Contractor is also responsible for adhering to the policies and procedures set forth by THAP and contracted facilities.
4. Billing for the Contractor services shall be done through THAP. A timesheet is provided in order to calculate your compensation and expenses. Assignments through THAP consist of a Sunday through Saturday workweek. The Contractor must submit a timesheet signed by the Facility representative verifying accurate hours worked to THAP via email, fax or phone message no later than 12:00 PM (noon) EST, the Monday after each workweek. If a timesheet is not received from the Contractor within this time, there will be a delay of proper compensation to the Contractor until the following scheduled pay period. Compensation from THAP to the Contractor is on a regular basis. Checks to the Contractor are sent directly from THAP.
5. The Contractor shall be providing all required documents per the Application to THAP for the sole purpose of verification of Contractors professional background. THAP reserves the sole right to offer or deny practice opportunities should it deem necessary based on Contractor's background. If Contractor is notified by any outside agency or office of sanctions, actions or information that might impact the Contractor's ability to provide medical care to THAP clients, Contractor will notify THAP immediately if any change occurs for any reason. THAP will determine at the time of disclosure if information could change Contractors status with THAP. Contractor should also be prepared to present valid identification and active licensure upon the start of each assignment.
6. THAP shall be fully responsible for providing liability insurance for assignments worked through THAP only, with a 1million per occurrence/3 million aggregate. When requested, the Contractor will provide a certificate of insurance to the hospital evidencing such coverage and will notify THAP immediately if any change occurs. Contractor shall indemnify and hold harmless THAP and THAP's officers and employees for any and all work related accidents or claims while on assignment or under contract.
7. The Contractor authorizes THAP and any of its agents or representatives to release any information which THAP determines may be material to the Contractor's placement and releases THAP and any hospitals or healthcare facilities to which such information is disclosed from and against any liability related thereto.
8. The Contractor agrees to indemnify and hold harmless THAP from and against all loss, claims, demands, damages, or costs which THAP may incur by reason of services provided by the Contractor while on assignment, including but not limited to: attorney fees, court costs, any litigation expenses, and judgment or award of damages entered against THAP arising out of the provisions of services by the Contractor or any acts or omissions to act attendant thereto. The Contractor agrees that in the event a situation occurs while on a work assignment referred by THAP that could possibly lead to a thread of a malpractice suit, the Contractor will ensure that immediate notice is give to THAP.
9. During the term of this Agreement, and for a period of one year after the termination of this Agreement, the Contractor shall not for any reason whatsoever, directly or indirectly, compete with THAP with any facility/group that contracts coverage through THAP. The Contractor agrees not to work as a "private contractor" in any facility that the Company has a contracted interest. The Contractor further agrees that if the Contractor was credentialed in a facility by the Company they may not pursue a "private contractor" or permanent position status without direct written consent by the Company. The Company would be exclusive in the rights of such situations. These restrictions apply for a one year time period beginning at the latest date of service or contact with facility. In addition to any other rights and remedies available at law, or at equity, or otherwise, THAP shall be entitled to an injunction to be issued by a court of competent jurisdiction, without the filing of a bond, enjoining and restraining the Contractor from violating any of the restrictions of this paragraph. In addition to, and not in lieu of, any other damages or relief available in law, equity or otherwise, the Contractor will pay THAP ten thousand (\$10,000) dollars as liquidated damages for violating any of the restrictions in this paragraph.
10. Either party may elect to terminate this Agreement at any time, in writing, for any reason, with or without reason, notice, or cause, subject to the restrictions and obligations assumed under this Agreement. This Agreement shall be fully enforceable if the Contractor terminates this Agreement at any time for any reason. If Contractor has verbally or in writing accepted a Contracted assignment with a facility through THAP, Contractor must provide 30 days notice to terminate agreement. If such event occurs, Contractor agrees to complete the full assignment within the 30 day notice period, unless otherwise agreed upon by all parties, included THAP and contracted facility.
11. In the event of a breach of this Agreement, THAP may, at its election: a) terminate this Agreement, and thereafter bring such action as it may deem proper to protect its rights, b) bring such action, including injunctive, as may be necessary to compel the Contractor to comply with his/her obligations under the Agreement, and c) pursue such other remedies as may be available to it.

12. The Contractor shall keep THAP's information confidential, whether or not prepared or developed by THAP, in the strictest confidence. The Contractor will not disclose such information to anyone outside THAP without THAP's prior written consent. Nor will the Contractor make use of any confidential information for the Contractor's own purposes or for the benefit of anyone other than THAP. This includes but is not limited to:
 - A. All software services and usage including but not limited to all password secured pages/websites, scheduling server, scheduling information, printouts, and most specifically passwords. These passwords and scheduling servers/software may only be used solely for staffing with and those directly provided by Trinity Healthcare Advanced Practice.
 - B. All employee and THAP personal and professional information including but not limited to all promotional plans, business plans and files, contract information, policies and practices.
 - C. Each party agrees that the confidential information of the other party has significant value and that knowledge of all or any part of the confidential information would potentially yield a competitive advantage over others not having such knowledge. Accordingly, each party will take reasonable security precautions to protect the other party's confidential information, at least as great as the precautions it takes to protect its own confidential information of a similar nature, but in no event less than commercially reasonable security precautions.
 - D. Each party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of confidential information or confidential materials of the other party, and that the disclosing party is entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
13. The Contractor shall not be deemed an employee of THAP for any purpose, including, but not limited to, any local, state or federal laws regarding employment or compensation for employment. The Contractor has full and sole responsibility for any and all applicable local, state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, social security tax withholding and contributions, and workers' compensation insurance. The Contractor shall indemnify and hold harmless THAP and THAP's responsible officers, directors, and agents from and against any and all liability for such obligations.
14. This Agreement shall be governed by and construed in accordance with the laws of the state of South Carolina, except to the extent such laws are superseded by federal law.
15. Any amendments to this agreement will be effective only if in writing and signed by the parties hereto.
16. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

THAP REPRESENTATIVE

DATE

CONTRACTOR

DATE