

## INDEPENDENT CONTRACTORS AGREEMENT

This agreement made this \_\_\_\_ day of \_\_\_\_\_ at the city of Schaumburg IL, in the state of Illinois, by and between Zuriel Medical Staffing, Inc. referred to as the "Owner" or "Company" and Nurse Name: \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as the "Independent Contractor or Contractor) WITNESSETH:

WHEREAS, the Independent Contractor desires to contract with the Owner to perform the Work described herein on the terms and conditions herein set forth and the Owner desires to have said work performed by the Independent Contractor on the terms and conditions set forth.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein set forth, the parties hereto agree as follows:

1. The independent Contractor shall perform the labor necessary work as a Medical Professional, which includes but not limited to delivering the highest quality patient care according to the specific Physician orders of assigned Patients' (the work). Said Work shall be completed on an ongoing basis in accordance with the services particularly described on Job Description document signed by the Independent contractor, for company as an independent contractor (the services). The Services have been specially ordered and commissioned by the company. To the extent the Services include materials/documents subject to HIPPA LAW or Copyright, Contractor agrees that the Services are done as "work made for hire" as that term is defined under U.S. copyright law, and that as a result, Company will own all ownership rights of all documents and materials in the Services.
2. The work is commissioned by the Company to the above named Independent Contractor Only and cannot be assigned or transferred under any circumstances by the Independent Contractor to any other entity or individual.
3. Workman's Compensation Insurance, if any, conjunction with the "work", for the benefit of the Independent Contractor, its agents and employees shall be purchased by the Independent Contractor at its own expense. Independent Contractor and its employees if any, shall not receive any benefits that the Owner provides or may provide for the Owner's employees. Neither Contractor, nor anyone claiming through the contractor, shall be entitled to any benefits accorded to Company's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as liveness and permits usual or necessary for conducting the Services.
4. Contractor will perform services in a diligent and workmanlike manner for the sum as agreed in the Hire Rate Form as from time to time signed to by both independent contractor and for any week assigned work, payable every 15<sup>th</sup> and 31<sup>st</sup> or last day of the month (if by monthly cycle) or every Friday (if weekly cycle), in full, upon completion and in accordance with the schedule, if any, set forth in Exhibit A and upon receipt of a duly signed Timesheet approved by the Client /Patient Legal Representative (Trained Medical Professional). All clinical records of the patient/client namely: duly signed Progress notes, duly completed treatments, and all clinical aspects within the schedule frame. The content, style, form and format of any work product of the Services shall be completely satisfactory to the company and shall be consistent with Company's standards. Any alteration or deviation from the described work above involving extra costs or hours shall be executed only upon the written orders of the Owner.
5. The parties hereto expressly intend and agree that this Agreement establishes an Independent Contractor relationship between them and that no employer/employee or master/servant relationship shall be created between parties. Owners shall have no control and shall have no right of control over the independent Contractor's performance of the Work contemplated by this agreement. Owner is interested only in the results to be achieved and the conduct and control of the Work shall lie solely with the Independent Contractor as a licensed professional.
6. The company fully adopts National Institute for Occupational Safety and Health (NIOSH) recommendation that no worker or Contractor should lift anything heavier than 35lbs. without some type of assistive lift device. For the Safety of Company's Clients, Contractor hereby agrees and confirms to comply with this Transfer and Lifting Restrictions Policy of the Company.

7. Contractor represents and warrants to Company that performs Services hereunder, she does have (a) sufficient expertise, Active Professional License, training and experience to accomplish the Services and must report to the Company within 24 hours of any changes on the Contractors Licensure status or claims or law suit or disciplinary proceeding of any nature whatsoever, which the Contractor is aware or will be aware of or may be aware of or expected to be aware of in the future.
8. Contractor Covenants and warrants that she is Physically, mentally, and emotionally fit to carry out the work listed in Exhibit A timely and efficiently within the required assigned hours; without any form of restrictions whatsoever. Contractors confirms to notify the Company within 24 hours of becoming aware of any condition or having any symptoms which may impair her physical, emotional or mental ability to effectively and efficiently carry out the work and services listed in exhibit A.
9. Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use Company Information, except for Contractor's own use during the Term of this Agreement to the extent necessary to perform the Services. Contractor further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files, containing, Company Information from Company's principal place of business, without prior written approval of Company.
10. The Independent Contractor shall indemnify, hold harmless, and defend the Owner from and against any and all losses, claims, damages, liabilities, costs, attorney's fees and other expenses of every nature whatsoever incurred by or asserted against the Owner by the Independent Contractor, its agents or employees or any third persons due to personal injury or property damage arising out of the Independent Contractor's performance of the Work contemplated by this agreement.
11. The Independent Contractor hereby represents to the Owner that the Independent Contractor's Social Security or Federal Employer's Identification Number is \_\_\_\_\_.
12. This Agreement shall be effective from the date first listed above the period set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and conditions of this agreement (Term). This agreement is terminable by the Contractor at any time, with or without cause, effective upon notice of 14 calendar days to the Company. The company shall have the absolute right to terminate service at any time with or without cause upon notice to the contractor. If Company exercise its right to terminate the agreement, any obligation it may otherwise have under this agreement shall cease immediately, except that Company shall be obligated to compensate Contractor for work performed in accordance with Exhibit A up to the time of termination. If Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately.
13. This Agreement constitutes the entire agreement between the parties and all prior or contemporaneous agreements, understandings and representations are superseded hereby and merged herein. The invalidity of any provisions hereof shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid provision were omitted.

Independent Contractor

Zuriel Representative Signature

Name:

Name:

Signature:

Signature:

Date:

Date: