

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made this _____ day of _____, 2____, between Assurance HealthCare Services, (“AHS”) and _____, providing services as a _____ [Professional Designation, RN, LPN, HHA.] (“Contractor”).

RECITALS

Whereas, the AHS is a Residential Service Agency providing skilled nursing and aides only services through qualified independent healthcare professionals for their clients;

Whereas AHS and the Contractor wish to enter an agreement for the Contractor to provide certain skilled nursing and/or aide services (the “Services”) on behalf of AHS for its clients and;

Whereas the parties wish to memorialize their understandings with respect to the providing of such services;

Therefore, it is agreed as follows:

1. **Engagement.** Subject to the Contractor’s representations set forth immediately above his/her signature, AHS hereby engage the Contractor (the “Engagement”) and the Contractor hereby accepts the Engagement with AHS to provide certain services on behalf of AHS for its clients as more particularly described on Exhibit “A”, attached hereto.
2. **Term.** This Engagement shall commence on _____, 2____, and for a period of (1) one year continue for a consecutive (1) one year period unless terminated as provided in Section 9 hereof.
3. **Fees and Expenses.** AHS shall pay the Contractor an hourly rate of \$_____ per hour. No expenses incurred by the Contractor shall be reimbursed by AHS unless pre-approved by AHS in writing. The Independent Contractor, at their own, will provide all equipment, tools and supplies necessary to perform the contractual services. No payment of fees shall be made by AHS to the Contractor where the Contractor fails to materially fulfill his/her obligations set forth in Exhibit “A”.
4. **Insurance and Indemnification.** At all times during the term of this Engagement, the Contractor shall maintain professional liability insurance. The Contractor shall provide AHS with a duly executed Certificate of Insurance evidencing the existence of all such coverage upon written request by AHS. The Contractor may obtain insurance coverage via <http://www.nso.com/>.

Each party to this Agreement involved in providing services for the client shall indemnify and hold the other harmless from and against all liability, including fines, claims, demands, suits or actions of any kind or nature arising by reason of the indemnifying party's acts or omissions in the course of performing its obligations with respect to the services.

5. Independent Contractor Status. The parties acknowledge that the Contractor is and shall always be an Independent Contractor and not an employee of AHS. The parties agree:

- a. AHS shall have no right to direct the manner in which the Contractor performs the services; provided however, the services must be provided at the location and during the hours required by the client. The Contractor must dress appropriately and comport him/herself in a manner generally consistent with the client's reasonable expectations. Notwithstanding the above, the Contractor shall exercise his/her independent professional judgement in connection with the performance of his/her services.
- b. The Contractor shall not be entitled to workmen's compensation or benefit program (e.g., Health insurance, sick days, vacations, etc.) made available to AHS employees. The Contractor releases and relinquishes any claim the Contractor may now or hereafter have for such benefits and forever discharges AHS of any obligation with respect to any employee benefits provided by AHS.
- c. AHS shall have no obligation to withhold or make any payments of any federal, state or local payroll tax, employment tax, social security or Medicare deductions. The Contractor agrees to indemnify and hold AHS harmless from and against any liability, cost or expense, for any obligations threatened or imposed upon AHS by any government entities in connection with respect to such matters, including penalties, interest, tax audit, costs of defense or administrative costs incurred AHS.

6. Medical Records. AHS shall at all times be the exclusive owner of all medical records received by the Contractor in connection with the client's services. The Contractor shall prepare reports relating to the Contractor's services provided for the client in the manner and at the times required by AHS and/or the State of Maryland. Upon termination of this Engagement, the Contractor will immediately deliver to AHS all information pertaining to all persons seen, treated or cared for by the Contractor on behalf of AHS during the Engagement.

7. HIPAA Compliance. The Contractor agrees to respect and abide by all federal, state and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing services under this Agreement. The Contractor agrees to adhere to policies and procedures adopted by AHS and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security and use of protected health information.

8. Confidential Information. Is to be kept strictly confidential. AHS proprietary information includes, but is not limited to: client lists, client contracts, vendor lists, employee and

Independent Contractor lists. The Contractor shall not, directly or indirectly, disclose to any person or entity or permit the exploitation, copying or summarizing of the Confidential Information, except as specifically required and used in the proper performance of his/her duties.

9. Termination of Engagement. Either party may terminate this Engagement without cause without prior written notice to the other party. AHS shall have the right to immediately terminate this Engagement “for cause”. AHS shall have “cause” to terminate the Contractor for any of the following reasons:

- a. For any breach of this Agreement by the Contractor, provided the Contractor has not cured the breach within (10) ten days after written notice of such breach by AHS has been sent to the Contractor.
- b. For any breach by the Contractor which by its nature is not curable; including but not limited to, acts of dishonesty, threat of physical harm to others of other conduct disruptive to client; complaints of cell phone usage.
- c. Total disability of the Contractor for a cumulative period (30) thirty or more days during any consecutive (12) month period.
- d. Death of the Contractor.
- e. The Contractor’s loss of licensure, if any, to carry out his/her services on behalf of AHS.
- f. Any part of the representations made by the Contractor in this Agreement are found to be false.
- g. Loss of insurance required by this Agreement for any reason not immediately replaced through another suitable carrier.
- h. Determination by AHS in its sole discretion, that the Contractor’s actions pose a material threat to AHS or AHS’s business reputation, or to AHS client(s).
- i. Breach of confidentiality of Confidential Information.

10. Successors and Assignees. This Agreement binds and benefits the heirs, successors and assignees of the parties. The Agreement may not be assigned without prior written consent of the other party.

11. Notices. A notice may be delivered in person, by certified mail, or by overnight courier.

12. Modifications. This Agreement may not be modified, altered, or amended except by a subsequent written instrument signed by the party against whom such modification, alteration or amendment is sought to be enforced, which instrument specifically refers to this section.

13. Governing Law. This Agreement shall be governed by and constructed by the laws of the State of Maryland and subject exclusively to its jurisdiction.

14. Counterparts. This Agreement may be executed in counter parts. Facsimile or copied signatures created by the party to be bound by such signatures shall be deemed originals. The executory provisions of this Agreement shall survive the termination of this Agreement. A fully signed counterpart shall be treated as an original.

15. Severability. If any portion of this Agreement is deemed invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and such provisions shall be modified, amended or limited to the extent necessary to render it valid and enforceable.

16. Miscellaneous Provisions. This Agreement contains the entire understanding of the parties. All prior or contemporaneous understandings, representations or agreements of the parties, whether oral or written are merged herein and shall have no further independent significance.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first set forth above.

The undersigned Contractor represents and warrants that he/she has never been terminated from previous employment or engagements as a result of use of illegal drugs, theft, misconduct, excessive tardiness or failure to follow employer's or contracting party's policies and/or procedures.

CONTRACTOR:

Signature Date

Printed Name: _____

Address: _____, Apt # _____

City: _____ State: _____ Zip: _____

Home Phone: () _____ Cell: () _____

Accepted by Assurance HealthCare Services, LLC.

By _____
Lois Bullard
CEO Date

EXHIBIT “A”

During the entire term of this Engagement the Contractor’s responsibilities include, but are not limited to the following:

1. Maintain a valid unrestricted license to practice nursing as a (Registered Nurse/Licensed Practical Nurse) in the State of Maryland.
2. Comply with all ethical requirements of the nursing profession, including all federal, state and local laws, regulations, rules and ordinances relating thereto.
3. Administer scheduled services which the Contractor has accepted, including but not limited to all services rendered in accordance with the Health Occupations Article, Title 8, Annotated Code of Maryland, and such other healthcare services that may be provided to AHS clients under the orders issued by the client’s attending physician. **[insert nature of services to be performed]**
4. Report any incidents in providing services immediately to AHS engaged, including not limited to: medication error – falls/injures, patient reactions, client problems and/or disagreements.
5. Perform such other healthcare and educational services as are appropriate to the Contractor’s education and experience in providing the services, as well as such supervisory assessment and administrative services as are assigned to the Contractor by AHS from time to time.
6. Submit Time Sheets/Invoices each Monday. AHS will pay invoices within (30) thirty days of receipt.
7. As an Independent Contractor, you are considered to be self-employed. You will receive an IRS Form 1099 from AHS if you make \$600 or more from us during the calendar year. No taxes or other withholdings will be subtracted from your AHS paycheck. You are responsible for reporting your AHS income and paying the applicable taxes. All pay you receive from AHS is considered taxable income and will be included on your 1099. It is your responsibility to check with your accountant or the IRS regarding your tax responsibility.
8. Truthfully and accurately maintain and preserve such records and make on a timely basis such reports as AHS may, from time to time require.
9. Comply with AHS, Health Occupations Article, Title 8, Annotated Code of Maryland, COMAR 10.09.69.11, as revised from time to time. The Contractor, by signing this Agreement acknowledges having read understood the foregoing policies and regulations attached hereto.

.11 Covered Optional Services ---- Private Duty Nursing, Certified Nursing Assistant, and Home Health Aide.

- A. The program shall cover shift nursing services provided by a licensed registered nurse or a licensed practical nurse when:
- (1) The complexity of the service or the condition of a participant requires the judgement, knowledge, and skills of a licensed nurse for a shift of (4) four or more continuous hours.
 - (2) The services are delivered to the participant in the participant's home, in school, or in other normal life activity setting or settings which occur outside the participant's home.
 - (3) Services are provided to a REM participant who is (21) twenty-one years old or older.
 - (4) Services are rendered in accordance with COMAR 10.09.53.
 - (5) Services are rendered in accordance with Health Occupations Article, Title 8, Annotated Code of Maryland.
 - (6) Sufficient documentation concerning the services provided is maintained by the registered nurse or licensed practical nurse, including:
 - (a) Verification of the participant's receipt of services as documented by the participant's signature or the signature of the participants witness on the provider's official forms; and
 - (b) Signed and dated progress notes which are reviewed monthly by the nurse supervisor
 - (7) The nurse's shift is limited to not more than (16) sixteen consecutive hours and the nurse is off (8) eight or more hours before starting another shift.
 - (8) Services are rendered by a licensed registered or practical nurse who is certified in cardiopulmonary resuscitation and the certification is renewed every (2) two years.
 - (9) Services are preauthorized in accordance with the criteria set forth in COMAR 10.09.53; and
 - (10) Monthly supervisory visits of a licensed practical nurse are conducted and documented by a registered nurse.
- B. The program shall cover services provided by a certified nursing assistant when:
- (1) The certified nursing assistant is certified by the Maryland Board of Nursing and meets all the requirements to render services pursuant to Health Occupations Article, Title 8, Annotated Code of Maryland.
 - (2) The complexity of the service or the condition of a participant requires the judgement, knowledge, and skills of a certified nursing assistant for a shift of (4) four or more continuous hours as specified in COMAR 10.09.27

(3) The services provided include but are not limited to:

- (a) Assistance with activities of daily living when performed in conjunction with other delegated nursing services; or
 - (b) Other healthcare services properly delegated by a licensed nurse pursuant of Health Occupations Article, Title 8. Annotated Code of Maryland.
- (4) Services are rendered by a certified nursing assistant who is certified in cardiopulmonary resuscitation and the certification is renewed every (2) two years.
- (5) The certified nursing assistant's shift is limited to not more that (16) sixteen consecutive hours and the certified nursing assistant has (8) eight or more hours off before starting another shift.
- (6) Sufficient documentation concerning the services provided is maintained by the certified nursing assistant including:
- (a) Verification of the participant's receipt of services as documented by the participant's signature or the signature of the participant's witness on the provider's official forms; and
 - (b) Signed and dated progress noted which are reviewed every 2 weeks by the nurse supervisor.
- (7) Supervisory visits are conducted (1) once a month and documented by a registered nurse.
- (8) The services are included in the REM participant's plan of care developed by the case manager; and
- (9) Services are preauthorized by the Department.

C. The program shall cover services provided by a home health aide when:

- (1) The complexity of the service or the condition of a participant requires the judgement, knowledge, and skills of a home health aide for a shift of (4) four or more continuous hours as specified in COMAR 10.09.27
 - (2) Services are provided by an unlicensed person who meets all the conditions of participation specified by the Medicare program in 42 CFR §484.36 and Health Occupations Article, Title 8, Annotated Code of Maryland.
- (3) The services provided include but are not limited to:
- (a) Assistance with activated of daily living when performed in conjunction with other delegated nursing services; or
 - (b) Other healthcare services properly delegated by a licensed nurse pursuant of Health Occupations Article, Title 8. Annotated Code of Maryland.

- (4) Services are rendered by a home health aide who is certified in cardiopulmonary resuscitation and the certification is renewed every (2) two years.
- (5) The home health aide's shift is limited to not more than (16) sixteen consecutive hours and the certified nursing assistant has (8) eight or more hours off before starting another shift.
- (6) Sufficient documentation concerning the services provided is maintained by the home health aide including:
 - (a) Verification of the participant's receipt of services as documented by the participant's signature or the signature of the participant's witness on the provider's official forms; and
 - (b) Signed and dated progress notes which are reviewed every 2 weeks by the nurse supervisor.
- (7) Supervisory visits are conducted (1) once a month and documented by a registered nurse.
- (8) The services are included in the REM participant's plan of care developed by the case manager; and
- (9) Services are preauthorized by the Department.