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## Independent Contractor Agreement 2021

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , between Pettaway Pursuit Foundation and its affiliates, subsidiaries, parent companies, and joint venture partners as applicable (collectively referred to herein as “PPF”), and \_\_\_\_\_ (referred to herein as “Contractor”). PPF and Contractor are collectively referred to herein as the “Parties.”

**WHEREAS** PPF desires to obtain the benefit of the services of Contractor as an independent contractor, and the Contractor desires to render such services on the terms and conditions set forth.

**IN CONSIDERATION** of the promises and other good and valuable consideration described in this Agreement, as well as the access to PPF’s Confidential Information, Intellectual Property and trade secrets (as defined herein), and other valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the Parties agree as follows:

### I. Obligations of Contractor

As an existing or new Doula, Certified Lactation Counselor (“CLC”), or Home Visiting Coordinator of PPF, Contractor agrees to the following terms and conditions by providing their initials and signature:

\_\_\_\_\_ I agree to provide Prenatal, Birth, Postpartum, Home Visit and/or Lactation Services for PPF’s members, or any other services that PPF provides for members of the community during the time period of this Agreement (the “Services”).

\_\_\_\_\_ I am aware that PPF does not provide Professional Liability or Worker Compensation Insurances for the Doula and/or CLC. I agree to carry my own insurance and will provide a copy to PPF annually.

\_\_\_\_\_ I agree to complete and sign the Sole Proprietor’s Voluntary Election Coverage annually.

\_\_\_\_\_ I am aware that I need to keep my certifications and trainings up to date.

\_\_\_\_\_ I am aware that PPF does not provide payment for unemployment to the Doula and/or CLC at any time.

\_\_\_\_\_ I agree to the Background Check provided by PPF at the cost of \$25. (For New Independent Contractor only)

\_\_\_\_\_ I agree to complete and renew the W-9 form yearly. I agree to submit weekly invoices to PPF for services rendered to their members.

\_\_\_\_\_ I agree to attend at least 9 out of 12 Quality & Control monthly meeting.

\_\_\_\_\_ The Doula/CLC job responsibilities are defined by PPF, its Board of Directors, and the Insurance companies that partner with PPF. These responsibilities may change from time to time as needed, and PPF will provide notice of any such changes as soon as practicable.

\_\_\_\_\_ If I decide to discontinue providing Services to PPF, I agree to complete all services for my members or coordinate warm transfer with the Program Manager and Lead Doula.

## **II. Term of Agreement**

This Agreement shall continue in effect unless terminated, in writing, by either Party. PPF has the right to terminate this Agreement in the event of a violation, or for any reason, with or without advance notice. Contractor shall provide at least fourteen (14) calendar days notice prior to termination of this Agreement for any reason.

## **III. Independent Contractor**

The Parties acknowledge and agree that Contractor and its personnel shall at all times be independent contractors and not employees of PPF for all purposes under all applicable laws. Contractor will be solely responsible, for payment of all taxes, including federal, state, and municipal taxes, chargeable or assessed with respect to its personnel, such as social security, unemployment, worker's compensation, disability insurance and federal and state income tax withholding. PPF shall not be responsible for any of Contractor's expenses incurred in connection with the performance of services. PPF shall issue a Form 1099 for all compensation paid to Contractor under this Agreement shortly after the conclusion of the calendar year in which such compensation is paid.

It is anticipated that Contractor will determine the amount of time that they will perform the Services on behalf of PPF. Subject to the minimum requirements imposed by insurance carriers working with PPF, the amount of time may vary from day to day or week to week and is within the discretion of Contractor. Subject to the minimum requirements imposed by insurers, the decision to accept any work offered by PPF is within the sole and exclusive discretion of Contractor.

Both Parties agree that nothing in this Agreement shall make Contractor or any of its personnel employees or agents of PPF. The relationship existing as a consequence of this Agreement shall be that of independent contractor and nothing hereunder shall be deemed to entitle Contractor, or any of its employees or agents, to any employee benefits.

Subject to the limitations set forth herein, Contractor reserves the right to perform services for others during the term of this Agreement, so long as the performance of such services does not interfere with the performance of the Services under this Agreement, does not compromise the confidential and proprietary information and/or reputation of PPF, and does not otherwise violate the terms of this Agreement.

The Parties agree that Contractor is solely responsible for the payment of wages to its personnel, and that Contractor is solely responsible for making and paying all state, federal, and local taxes and withholdings associated with wages paid to all personnel who may be deemed employees. Contractor understands and agrees that it is solely responsible for any and all federal, state or local tax liabilities, penalties, interest and other consequences that it may incur as the result of payments made to its personnel, and that PPF shall bear no responsibility for any such liabilities or consequences. In addition to the other indemnification obligations set forth in this Agreement, Contractor agrees to indemnify and hold PPF harmless from liability for all federal, state or local tax payments, required withholdings, penalties, additions to tax and/or interest in connection with compensation paid to Contractor, or Contractor's personnel, including, without limitation: the employer's and

employee's share of the FICA tax, contributions under the Federal Unemployment Tax Act (FUTA), and contributions for unemployment, temporary disability insurance, and family leave insurance.

Contractor agrees to indemnify and hold harmless PPF, its owners, directors, agents, and employees from any and all liability, claims, costs, deductibles, and expenses, including attorneys' fees and other litigation expenses, occurring or incurred, as a result of any and all claims by Contractor or its personnel, the public, or state or federal agencies, arising out of the services provided under this Agreement, including but not limited to: (i) claims, suits or charges related to the payment of wages; (ii) common-law or statutory employment claims; and (iii) any and all claims that PPF should be considered the employer of Contractor or any of its personnel for any reason.

#### **IV. Non-Solicitation Obligations**

Non-solicitation of Employees and Independent Contractors. During the term of this Agreement, and for a period of twelve (12) months immediately thereafter, Contractor agrees not to solicit any employee or independent contractor of PPF on behalf of any other business enterprise, and not to induce or attempt to induce any employee or independent contractor associated with PPF to terminate or breach their employment, contractual, or other relationship with PPF.

Non-solicitation of Customers, Clients and Other Business Partners. During the term of this Agreement, and for a period of twelve (12) months following the termination of the employment by either Party for any reason, Contractor shall not, directly or indirectly, disclose to any person, firm or corporation the names, addresses, or contact information of any of PPF's customers, clients, vendors, or business partners (including but not limited to, insurance providers that Employer works with in order to provide its services, maternal wellness organizations, and community outreach organizations) or any contact personnel or stakeholders associated with those entities. During that same time period, Contractor shall not call on, solicit, take away, or attempt to call on, solicit, or take away, any customer, client, vendor or business partner of PPF with whom Contractor had contact, responsibility, or access to Confidential Information or Intellectual Property related to such a person or entity.

Tolling. In the event that the Contractor violates any of the above Non-Solicitation provisions, the time period of the restrictions describe above shall be extended and shall not expire until twelve (12) calendar months from the date of the most recent violation by the Contractor.

Consideration. Contractor acknowledges and agrees that the above Non-Solicitation provisions are supported by either initial consideration in the form of the opportunity to perform the Services for PPF and the receipt of access to PPF's Confidential Information and Intellectual Property, or new consideration that Contractor would not otherwise be entitled to absent signing this agreement.

Reasonableness of Restrictions. Contractor has carefully read and considered the provisions of this Agreement and expressly agrees that the provisions hereof, including, without limitation, the Non-Solicitation provisions, are fair and reasonable and reasonably required for PPF's protection of its legitimate business interests, including, without limitation, the confidential and proprietary information and trade secrets of PPF, the substantial relationships between PPF and its customers, clients, vendors, business and joint venture partners, officers, directors, employees, independent contractors, agents and other personnel, and PPF's goodwill.

#### **V. Protection of Confidential Information and Intellectual Property**

It is stipulated and agreed that as a result of performing the Services for PPF, Contractor will have access to valuable, highly confidential, privileged, and proprietary information relating to PPF's Business, including Confidential Information and Intellectual Property as defined below.

During the term of this Agreement and after its termination or expiration for any reason, Contractor will not, without PPF's prior written consent, use, divulge, disclose, furnish, or make accessible to any third person, company, or other entity any aspect of Confidential Information or Intellectual Property (as those terms are defined below), other than as required in the ordinary performance of the Services for PPF hereunder and while still performing the Services for PPF pursuant to this Agreement. Contractor will not otherwise use or disclose any Confidential Information or Intellectual Property for any purpose, including through an online social networking website, except on PPF's behalf, and with PPF's prior written consent.

For the purposes of this Agreement, "Confidential Information" includes, without limitation, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans, plans and methods for partnering with other stakeholders and business partners (including but not limited to, insurance providers that Employer works with in order to provide its services, maternal wellness organizations, and community outreach organizations), and other non-public information regarded by or marked by Employer as proprietary and confidential. Employee hereby recognizes and appreciates that Employer goes to great lengths and efforts in order to keep secret and confidential such Confidential Information—material that is not otherwise publicly available, and whose disclosure, without express consent from Employer, would cause great detriment to Employer. Employee acknowledges and agrees that all Confidential Information qualifies as trade secrets under applicable law because it derives independent economic value from not being generally known and not being readily ascertainable by others, and because it is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

For purposes of this Agreement, "Intellectual Property" shall mean any of the following relating to PPF's business which are provided by PPF to Contractor in connection with Contractor's performing services for PPF: (i) presentations, manuals, forms, computer programming code, designs, technology, techniques, processes, ideas, concepts, discoveries, algorithms, models, improvements, modifications, know-how, methods, developments, proprietary information, data, work product, works of authorship, and inventions (whether or not patentable); and (ii) patents, copyrights, trademarks, service marks, trade secrets, trade dress, or other intellectual property rights associated with the foregoing. "Intellectual Property" shall not include Contractor's own materials that they develop for the education or care of community members that they interact with while performing services for PPF. However, if those educational materials contain PPF Intellectual Property, that Intellectual Property cannot be shared with anyone outside of PPF.

Nothing in this Paragraph is intended to interfere with or discourage a good faith disclosure to any governmental entity related to a suspected violation of the law. Contractor cannot and will not be held criminally or civilly liable under any federal or state trade secret law for disclosing otherwise protected trade secrets and/or confidential or proprietary information as long as the disclosure is made in (i) confidence to a federal, state, or local government official, directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law or (ii) a complaint or other document filed in a lawsuit or other proceeding, as long as such filing is made under seal. PPF will not retaliate against Contractor in any way for a disclosure made in accordance with any applicable law. In the event a disclosure is made, and Contractor files a lawsuit against PPF alleging that PPF retaliated against Contractor because of their disclosure, Contractor may disclose the relevant trade secret or confidential information to their attorney and may use the same in the court proceeding only if (i) Contractor ensures that any court filing that includes the trade secret or confidential information at issue is made under seal, and (ii) Contractor does not otherwise disclose the trade secret or confidential information except as required by court order.

## **VI. Ownership Rights**

Contractor acknowledges that the Confidential Information and Intellectual Property are, and at all times will be, PPF's sole property, even if suggestions made by the Contractor are incorporated into the Confidential

Information and Intellectual Property. Contractor obtains no rights by license or otherwise in the Confidential Information or Intellectual Property under this Agreement. The disclosure of Confidential Information and Intellectual Property may not be construed as evidencing any intent by either Party to purchase any products or services of the other Party or as an encouragement to expend funds in development or research efforts. The Confidential Information and Intellectual Property may pertain to prospective or unannounced products. Contractor may not use the Confidential Information and Intellectual Property as a basis on which to develop or have a third party develop a competing or similar plan or undertaking.

PPF owns the full rights to all of the programs that it administers, and the names associated with its programs, including but not limited to: Doula By My Side, Lactation Station, Pals for Parents, Pampering Parents, Harvest and Natal Nature Programs, as well as any other programs that PPF may develop during the term of this Agreement. Contractor may not share, copy, or duplicate the program, or any of PPF's programs, in any way without prior written permission from Theresa Pettaway. Contractor agrees and affirms that they have read and understand these requirements.

**VII. Additional Provisions**

- a.) Injunctive Relief. Contractor hereby acknowledges that (1) PPF will suffer irreparable harm if Contractor breaches their obligations under this Agreement; and (2) monetary damages will be inadequate to compensate PPF for such a breach. Therefore, if the Contractor breaches any provision of this Agreement, PPF shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce such provisions.
- b.) Severable Provisions. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
- c.) Waiver of Breach. The waiver by either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach
- d.) Modifications. This Agreement may be modified only by a writing executed by both Parties.
- e.) Prior Understandings. This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior understandings, agreements, or representations between the Parties.
- f.) Successors, Heirs and Assigns. The rights and obligations of Contractor under this Agreement shall inure to the benefit of PPF, its successors and assigns, and shall be binding upon Contractor and their respective successors, heirs, and permitted assigns. PPF shall have the right to assign, transfer, or convey this Agreement to its affiliated companies, successor entities, or assignees or transferees of substantially all of PPF's business activities. This Agreement may not be assigned by Contractor to any other person or entity without Contractor's prior written consent

**IN WITNESS WHEREOF**, and intending to be legally bound, PPF has caused this agreement to be executed by its duly authorized officers and the Contractor has set their hand as of the date first above written.

\_\_\_\_\_  
Name of Independent Contractor

\_\_\_\_\_  
Name of PPF Officer

\_\_\_\_\_  
Signature of Independent Contractor

\_\_\_\_\_  
Signature of PPF Officer