

# **HUMENSA INDEPENDENT CONTRACTOR AGREEMENT FOR HEALTH CARE PROVIDERS**

This Independent Contractor Agreement ("Agreement") is made between (Name of Independent Contractor) \_\_\_\_\_ (hereinafter referred to as "Provider") and PRN Staffing Solutions, its employees, affiliates, and representatives (hereinafter referred to as "PRN Staffing"). In consideration of the mutual promises herein contained, the parties agree as follows:

## **1. INDEPENDENT CONTRACTOR**

Provider agrees to provide the professional services described herein as an independent contractor. It is mutually understood and agreed that Provider is at all times acting and performing these duties and functions in the capacity of an independent contractor; that PRN Staffing shall neither have nor exercise any control or direction over the methods by which Provider performs Provider's services, nor shall PRN Staffing and Provider be deemed partners. PRN Staffing shall have the right to determine what services shall be provided, but not the manner in which services shall be provided. It is expressly agreed by the parties hereto that no work, act, commission or omission by Provider pursuant to the terms and conditions of this Agreement shall be construed to make or render Provider the agent, employee or servant of PRN Staffing. Provider shall be responsible for the payment of all federal, state and local taxes incurred as a result of this Agreement, and further agrees to indemnify and hold PRN Staffing harmless from the same.

## **2. SERVICES**

Provider agrees to provide professional health care services through PRN Staffing at various nursing facilities, as requested by PRN Staffing. Provider agrees to perform such services, at all times, in strict accordance with currently approved and accepted methods and practices in his or her profession. Provider further agrees to provide services in a professional, timely and competent manner, and to comply with all applicable procedures and policies of PRN Staffing. Provider has the ability to choose his or her own shifts but must comply with the shifts agreed upon by attending the shift in a timely manner and completing necessary tasks to complete assignment.

## **3. LICENSURE AND PROFESSIONAL LIABILITY INSURANCE**

As a condition of this Agreement, the Provider shall maintain all applicable licenses and certification requirements and shall at all times during the term of this Agreement, meet all requirements of the State of Illinois or other regulatory entity for such licensing, certification or credentialing.

## **4. REPRESENTATIONS OF PROVIDER**

Provider represents and warrants that, except as previously disclosed in writing to PRN Staffing, the following are true with respect to each Provider (if applicable): A. Provider's license or certification in any state has never been suspended, revoked, restricted, or deemed to be probationary; B. Provider has never been reprimanded, sanctioned, or disciplined by any licensing or accrediting board; C. There has never been entered against Provider a final judgment in a professional liability action and no action, based on an allegation of professional liability or malpractice by the Provider has ever been settled by payment to the plaintiff; D. Provider has never been denied membership or reappointment of membership on the medical staff of any hospital, and no clinical privileges of the Provider have ever been suspended, curtailed, or revoked; and E. As of the date hereof, Provider has not been the subject of any report or disclosure submitted to the National Practitioner Data Bank.

## **5. CONTRACT RATE**

Provider shall be compensated for services performed under this Agreement as agreed on an hourly basis for the services provided during the shifts chosen by the Provider. \$ \_\_\_\_\_

## **6. COMPLIANCE WITH LAWS**

Provider agrees to comply with all federal and state laws or regulations applicable to the services to be provided under this Agreement. The parties further agree that they will protect and secure the privacy and confidentiality of patient information and will comply with HIPPA (Health Insurance Portability and Accountability Act).

## **7. INDEMNITY**

Provider agrees to indemnify and hold harmless PRN Staffing, its employees, affiliates, and representatives from and against any losses, costs, damages, and expenses resulting from claims for bodily injury or property damage arising out of the Provider's services under this Agreement.

## **8. TERM**

This Agreement shall be effective for as long as the Provider continues to contract with PRN Staffing and provide services to its affiliates.

## **9. TERMINATION**

Either party may terminate this Agreement by providing thirty (30) days prior, written notice to the other party.

## **10. MEDICAL RECORDS**

Provider agrees to complete all required charting in the medical record in a prompt and timely manner and in accordance with any applicable policies and procedure of PRN Staffing. The ownership and right of control of all reports, records and supporting documents prepared in connection with the services contemplated herein shall vest exclusively with PRN Staffing Affiliates and shall remain, at all times, at the clinic where services are provided; provided, however, that Provider shall have such right of access to such reports, records and supporting documentation as necessary for the provision of professional services hereunder.

## **11. NO ASSIGNMENT**

Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without the prior consent/confirmation of the non-assigning party.

## **12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties with respect to the matters contained herein, and supersedes any and all other discussions, statements and understandings regarding such matters. This Agreement shall be amended only upon the execution of a written agreement by both parties hereto. Any attempt to amend or modify this Agreement in any manner other than by written instrument executed by the parties shall be void.

## **13. MISCELLANEOUS**

A. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. B. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other arrangement, statement or promise not contained in this Agreement shall be valid or binding. C. In addition to those remedies provided for herein, both parties shall have available all remedies provided by law.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

Humensa Representative:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Date: \_\_\_\_\_

Independent Contractor Provider:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Date: \_\_\_\_\_