

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement made as of _____

Between **EXCEL HEALTH CARE SERVICES INC.**

Address: **3901 CALVERTON BLVD, SUITE 430 CALVERTON MD 20705**

And,

Name: _____

Address: _____

Telephone No.: _____

Liability Insurance No.: _____

License No.: _____

WHEREAS, **EXCEL HEALTH CARE SERVICES INC.** operates as a Home care Agency, providing care to individuals at their homes. Whereas, the Contractor hereinafter identified as Home Health Aide(s) (the "Aide") is regularly engaged in the business of providing **Personal care Services** and is experienced in performing such work; Contractor therefrom represents that he/she is willing and able to perform such services, under the terms and conditions of this Agreement for those individuals who are clients of **EXCEL HEALTH CARE SERVICES INC.**

The Parties Agree as Follows:

CONTRACTOR'S WORK

The work to be performed by Contractor as above enumerated (the "Aide") includes all services generally performed by Contractor in his/her usual line of business. The Contractor shall perform only such work for Clients as is specifically requested by Excel Health Care Services and mutually agreed upon by the parties in writing. The parties acknowledge that, while Excel Health Care Services has the right to control and direct the Contractor as to the result to be accomplished by his/her work (i.e. as to what shall be done), Excel Health Care Services does not have the right to control and direct the Contractor as to the details and means by which that result is accomplished (i.e. as to how his/her work shall be done). In every event, however, should the Contractor agree to undertake an assignment, will perform that service up to or exceeding all mandates of City, State or any Federal regulation competently, professionally and to the best of his/her ability, experience and training.

TERMS AND TERMINATION

- a. The term of this Agreement shall be for a period of _____ commencing on the date first above written, but is subject to the successful conclusion of the ninety (90) day Probationary Period. Thereafter, this Agreement shall be deemed to have continued to its full term _____ unless sooner terminated.

- b. Either party may terminate this Agreement at any time upon fourteen (14) days written notice to the other party. In addition, Excel Health Care Services may at anytime, immediately upon written notice, terminate this Agreement if in its sole and exclusive discretion it determines that the Contactor has defaulted in the performance of any of the terms or conditions of this Agreement.

PAYMENT

- a. Excel Health Care Services shall pay Contractor for all services performed hereunder at the rate of \$ _____ per _____. The Contractor shall bill _____ for services rendered and each billing, if in satisfactory form as to time spent and amount(s) charged, shall be paid in full within 30 days from the date of receipt. Each billing shall set forth the exact work performed, the date(s) it was performed and the actual length of time it took to complete such work. Excel Health Care Services sole discretion shall be conclusive as to whether the billing is in satisfactory form as to time spent and amount(s) charged.
- b. Excel Health Care Services shall not be obligated to pay for any other cost(s), expense(s) or disbursement(s) incurred by Contractor in performing the services hereunder unless Excel Health Care Services had given prior consent to such charge(s) in writing.
- c. Contractor shall not solicit or accept any payment, tip, gratuity, personal favor or gift of cash or otherwise from a Client.

ASSIGNMENT AND SUBCONTRACTING

This Agreement is for the provision of “personal services” of the Contractor and this Agreement and or any right or obligation hereunder shall not be delegated, assigned to be or transferred to third parties by the Contractor and the Contractor shall not subcontract any of his/her work.

REPORTS

The Contractor shall provide weekly written reports every Monday, at the close of the business day, with respect to services rendered hereunder.

NOTICES

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the respective party or to the address set forth above. Ordinary first-class mail can be used for the mailing of billing statements and disbursement consents.

GENERAL RELATIONSHIP

In all matters relating to the work to be performed by the Contractor deriving from this Agreement, the Contractor is, and should perform within the sole purview of the within agreement as an Independent Contractor. The Contractor is not an employee of Excel Health Care Services under the meaning or application of any federal or state tax, unemployment, insurance, Worker’s Compensation laws or otherwise. The Contractor shall at his/her own expense, comply with all such laws, and shall assume all liabilities or obligations imposed by any one or more of such laws with respect to his/her self-employment, including but not limited to the payment of all self-employment taxes. Furthermore, the

Contractor shall not have the authority to assume or create any obligation, express or implied, on behalf of Excel Health Care Services.

CONFIDENTIAL MATTERS AND PROPRIETARY INFORMATION

The Contractor shall keep in the strictest confidence, all information relating to this Agreement, any and all information which may be acquired in connection with, or as a result of this Agreement. During the term of this Agreement and at any time thereafter, the contractor shall not disseminate, publish, communicate, transfer, sell, divulge, disclose or appropriate for personal use any and all private, confidential; all intellectual property-work/ideas germane and deriving from Excel Health Care Services without the prior written consent of Excel Health Care Services, or which derived from surrounding circumstances in good conscience, and or which ought to be treated by the Contractor as proprietary or confidential. Upon termination of this Agreement, or upon Excel Health Care Services' request of any and all "work-product" generated in the "ordinary cause" of his/her engagement, Contractor shall deliver all records, data information, and other documents and all copies thereof, whether prepared by Contractor or otherwise came into Contractor's possession as a consequence of any/all parts of the tenor of this agreement during the term of this Agreement, to Excel Health Care Services and such shall remain the property of Excel Health Care Services.

EXCEL HEALTH CARE SERVICES CLIENTS

At no time during the life of this Agreement or for a period of one year immediately following the termination of this Agreement, regardless of who initiated the termination shall Contractor for himself/herself or on behalf of any other person, firm or entity, attempt to initiate, commence and or sustain any contact with any and all existing or former Excel Health Care Services' client(s), for the purpose(s) of soliciting her clients for whom the Contractor may have worked with, or are presently working with, became acquainted with or of whom Contractor learned during the course of this Agreement; nor shall the Contractor in any way directly or indirectly, for himself/herself or on behalf of, or in conjunction with any person, firm or entity, solicit, divert, or take away any such clients of Excel Health Care Services or perform any service(s) for such clients not authorized by Excel Health Care Services in writing during the life of this Agreement or for one year immediately following the termination of this Agreement, notwithstanding who initiated the termination.

INJUNCTION(S)

In the event of a breach or threatened breach by the Contractor of any of the provision(s) of the Paragraph entitled "*Confidential Matters and Proprietary Information*" and the Paragraph entitled "*Excel Health Care Services Clients,*" Excel Health Care Services shall be entitled to any and all legal restrains available to, or shall become available to Excel Health Care Services. Nothing herein contained, however, shall be construed as prohibiting Excel Health Care Services from pursuing any other remedies available to Excel Health Care Services for such breach or threatened breach, including but not limited to the recovery of compensatory and/or punitive damages from the Contractor. In addition, Excel Health Care Services shall be entitled to recover from Contractor all of the costs, disbursements and attorney's fees incurred by Excel Health Care Services in pursuing its rights hereunder.

IDENTIFICATION OF CONTRACTOR

The Contractor shall be responsible for furnishing suitable identification to Client's as may be approved by Excel Health Care Services.

INDEMNITY BY CONTRACTOR

The Contractor shall be solely responsible for any and all liability/liabilities, loss or damage arising out of, or in any way connected to the work which the Contractor is obligated to perform under this Agreement.

APPLICABLE LAW(S)

This Agreement shall be governed by, and shall be construed within all applicable ordinances, codes and pertaining regulations; and be further enforced solely in the full operation of the height of the State of Maryland Laws.

BINDING EFFECT

This Agreement shall bind the parties and their respective successors, and shall carry the full force and effect of all pertaining laws when executed hereunder by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement as to the date written above.

Contractor's Name
Contractor Signature (Contractor)

Excel Health Care Services
Agency Signature (the Agency)