

Sample Independent Contractor Agreement

Clinical Consulting Associates, Inc.
1131 Double Chestnut Ct.
Curtis Bay, MD 21226
Clinicalconsultingassociates.com

This Work for Hire Agreement (this "Agreement") is made effective as of March 1, 2004, by and between Clinical Consulting Associates, Inc., of 1131 Double Chestnut Ct., Curtis Bay, MD 21226, and Independent Contractor, of 1131 Double Chestnut Ct., Curtis Bay, MD 21226. In this Agreement, the party who is contracting to receive the services shall be referred to as "CCA", and the party who will be providing the services shall be referred to as "IC".

- 1. DESCRIPTION OF SERVICES.** Beginning on March 1, 2004, IC will provide the following services (collectively, the "Services"): Specialized services for patients who are potential or actual organ and/or tissue donors and for their families.
- 2. PAYMENT FOR SERVICES.** CCA will pay compensation to IC for the Services based on the fee schedule identified as Attachment A1 of this contract. Compensation for the contract services is not subject to withholding for federal, state, Medicare or social security taxes. It is the sole responsibility of the contractor to pay all taxes.
- 3. TERM/TERMINATION.** This Agreement may be terminated by either party upon 15 days written notice to the other party.
- 4. RELATIONSHIP OF PARTIES.** It is understood by the parties that IC is an independent contractor with respect to CCA, and not an employee of CCA. CCA will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of IC.
- 5. CONFIDENTIALITY.** IC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of IC, or divulge, disclose, or communicate in any manner any information that is proprietary to CCA. IC will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, IC will return to CCA all records, notes, documentation and other items that were used, created, or controlled by IC during the term of this Agreement.
- 6. INJURIES.** IC acknowledges IC's obligation to obtain appropriate insurance coverage for the benefit of IC (and IC's employees, if any). IC waives any rights to recovery from CCA for any injuries that IC (and/or IC's employees) may sustain while performing services under this Agreement and that are a result of the negligence of IC or IC's employees.

7. INDEMNIFICATION. IC agrees to indemnify and hold CCA harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against CCA that result from the acts or omissions of IC, IC's employees, if any, and IC's agents.

8. NON-COMPETE AGREEMENT. IC agrees that for a period of one (1) year following the termination of this Agreement, IC shall not, within the United States of America or Puerto Rico, directly or indirectly, enter into or carry on as owner, employee or otherwise a business or businesses that compete with CCA. IC agrees that IC shall not, for a period of one (1) year following the termination of this agreement directly or indirectly solicit, for your own account or for the account of others, orders for services of a kind and nature like or similar to services rendered by CCA from any person or entity which was a customer of CCA or which CCA was actively soliciting to be a customer during the 12 month period immediately preceding the termination of this Agreement; nor shall IC at any time, directly or indirectly, urge any customer or potential customer of CCA to discontinue, in whole or in part, business, or not to do business with, CCA.

It is agreed that to the extent any provisions or portion of this paragraph 8 shall be held, found or deemed to be unreasonable, unlawful or unenforceable, then the parties hereto expressly agree that any such provision or portion thereof shall be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law and that any court of competent jurisdiction shall, and the parties hereto do hereby expressly authorize any court of competent jurisdiction to, enforce any such provision or portion thereof or to modify any such provision or portion thereof in order that any such provision or portion thereof shall be enforced by such court to the fullest extent permitted by applicable law.

IC shall not, either during the term of this Agreement or at any time for a period of five years subsequent to the termination of this Agreement, disclose to any person or entity, other than in the discharge of your contractual duties to CCA, any information concerning (a) the business operations or internal structure of CCA; (b) the customers of CCA; or (c) your work performed for any customer of CCA. Further, upon termination of this Agreement, IC shall not take, without the prior written consent of CCA, any data, reports, programs, tapes, listings (including, but not limited to, customer lists), or any other written, graphic or recorded information, instrument or document relating or pertaining to CCA.

As a violation by IC of this paragraph 8 could cause irreparable injury to CCA, CCA shall have the right, in addition to any other remedies available to it at law or in equity, to enjoin IC in a court of equity for violating such provision. IC agrees that IC shall bear all costs incurred by CCA in enforcing its rights under this Agreement including court costs and reasonable attorneys' fees.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

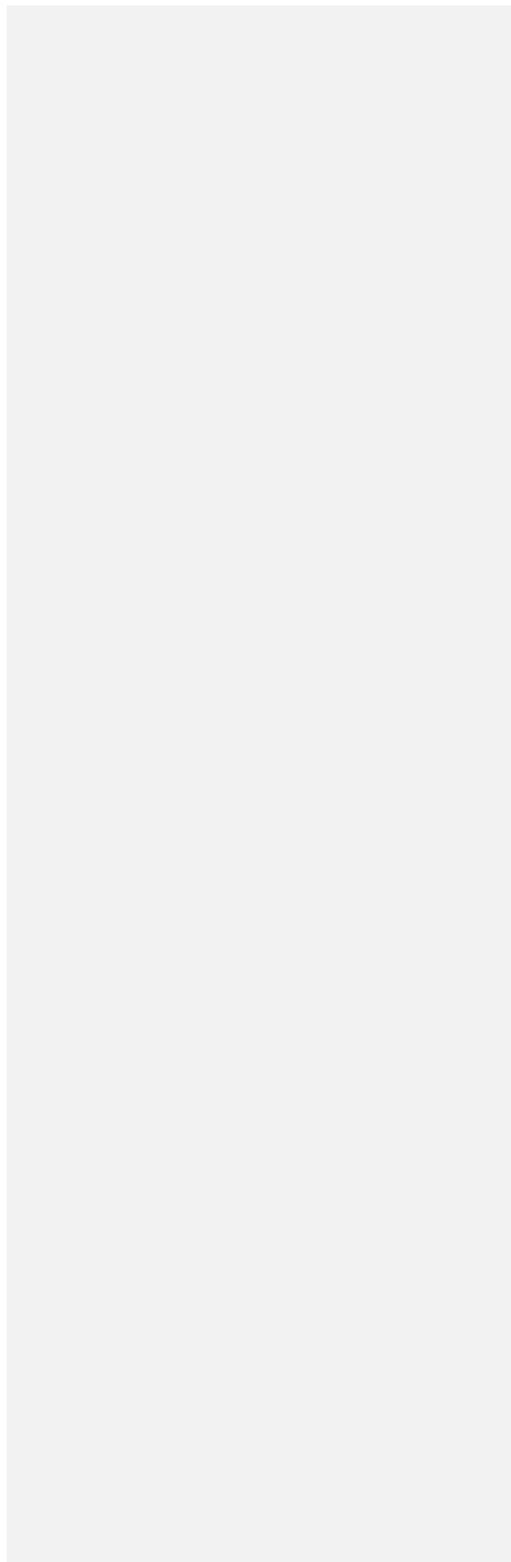
10. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Party contracting services:
Clinical Consulting Associates, Inc.

By: _____
Daniel D. Stockdreher
President & CEO

Service Provider:
Independent Contractor

By: _____
Independent Contractor



Attachment A1

1. Services to be billed on an hourly base rate of \$XX.00 for organ placement services and \$XX.00 for onsite services.
 - a. On-call pay, 25% of the hourly base rate.
 - b. Minimum payment will be based on eight hours pay plus applicable call or base rate pay.
 - c. Total services will only include hourly base rate plus applicable call pay.
2. Airfare, accommodations, car rental, gas & tolls reimbursed as actual costs.
3. Meal allowance \$50.00 per calendar day.

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