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**Independent Contractor Agreement**

This agreement is entered into on, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between Amicus Nursing Services, Inc (Amicus) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, RN. Whereas the Registered Nurse (RN) is a professional nurse with certain skills and competencies that may benefit the company on a per visit basis (Independent Contractor) and is willing to provide services to Amicus’ patients. Whereas Amicus is the operator of a Residential Services Agency (RSA), located at 16701 Melford Blvd Suite 415, Bowie, MD 20715. Now, therefore, in consideration of mutual covenants contained herein and intended to be legally bound hereby, the parties agree as follows:

1. **Retention**: Amicus hereby retains the Independent Contractor (Registered Nurse) to provide nursing services for Amicus as set forth in this agreement and Exhibit A attached hereto and incorporated herein.
2. **Term**: Subject to the provisions for termination as hereinafter provided, the term of this agreement shall commence on the date hereof. This agreement shall be automatically extended and shall terminate with or without cause and with or without any prior notice by either Amicus or the Independent Contractor.
3. **Duties and Responsibilities**: Independent Contractor is being retained on an as needed basis to perform intravenous and home care services to patients at a fee schedule set forth in exhibit A.
4. **Extent of Services**: Independent Contractor shall devote such time, attention and energy to the patient as required. Independent Contractor shall not, during the term of the agreement, be precluded from engaging in any other activities.
5. **Ownership of Records**: All medical records and other documents (written or electronic) relating to services provided to clients shall remain the sole property of Amicus, except where otherwise required by law.
6. **Protected Health Information**: The confidentiality of Amicus’ clients and employees’ protected health information shall be maintained as defined in the Health Insurance Portability and Accountability Act (HIPAA).
7. **Non-Solicitation**: Independent Contractors shall not directly or indirectly solicit, recruit, discuss or otherwise induce or assist others in soliciting, recruiting, discussing, or otherwise employees of Amicus, its affiliates or subsidiaries during the duration of this agreement and six months following termination of agreement or employment.
8. **Subcontracting**: Independent Contractors shall not subcontract any services performed under this agreement with prior written consent of Amicus.
9. **Confidentiality**: Independent Contractors shall keep confidential all patient information, policies, procedures, proprietary information, copyrighted materials, and/or documents of Amicus. All aforementioned items may not be used outside of work with Amicus. Any breech in confidentiality may lead to termination of agreement.

**Independent Contractor Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Amicus Representative Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**