



INDEPENDENT CONTRACTOR AGREEMENT

AMERICAN CORRECTIONAL SOLUTIONS (hereinafter referred to as “ACS”),
and _____ (hereinafter referred to as the “Contractor”), hereby agree as follows:

RECITALS

- A. ACS is engaged in the business of referring qualified medical and psychological personnel to correctional institutions in the State of California;
- B. Contractor is a resident of California, duly licensed by the State of California to provide medical or psychological care, as may be appropriate based upon this license;
- C. Contractor as an independent contractor desires to contract with ACS to provide services pursuant to the terms and conditions set forth in this Agreement, and ACS so desires to contract with Contractor.

NOW, THEREFORE in consideration of the foregoing recitals and the mutual covenants, agreements, representations and promises set forth herein, ACS and Contractor hereby agree as follows:

AGREEMENT

In consideration of the foregoing set forth herein, the parties agree as follows:

1. Services. During the term of this Agreement, Contractor agrees to provide medical or psychological care and counseling, as appropriate to Contractor’s license and in a professional and ethical manner, to inmates housed at the correctional institution/s assigned by ACS, based upon direction, supervision, policies, protocol and scheduling provided by the management representatives of the assigned correctional institution;

2. Payment. For the services rendered as described in this Agreement, ACS agrees to pay Contractor as follows:

3. Independent Contractor. ACS understands and hereby warrants that it retains no right to control Contractor, Contractor’s agents, employees, or assistants in the performance of the above-described services. By the signing of this agreement, Contractor and ACS agree and acknowledge that Contractor controls the manner, details, means and method of the services performed and is only responsible for the results of the services provided. ACS and Contractor agree that ACS will not control how Contractor performs the services. ACS understands and warrants that it has no right to control Contractor, Contractor’s agents, assistants or employees in the performance of the above-described services. ACS acknowledges and understands that during the term of this Agreement, Contractor may contract with other businesses, whether public or private entities, to provide similar services.

4. **Indemnity.** Contractor is solely responsible to pay all taxes, fees, assessments and other charges in relation to Contractor's provision of services hereunder and agrees to take full responsibility for all applicable tax obligations, and agrees to indemnify ACS for any liability it may incur by virtue of any payments made by ACS to Contractor pursuant to this Agreement, or based upon any delinquency incurred by Contractor in relation to Contractor's provisions of services.
5. **Insurance.** Contractor shall be solely responsible for providing general liability, automobile, workers' compensation, and malpractice insurance for Contractor and Contractor's agents, employees or assistants, and agrees to hold harmless and indemnify ACS for any and all claims arising out of any injury, disability or death of Contractor or any of Contractor's agents, employees or assistants.
6. **Expenses.** Contractor expressly acknowledges and agrees that during the term of this Contract, Contractor shall be responsible for the payment of all expenses incurred by Contractor in the performance of Contractor's obligations under this Agreement.
7. **Equipment.** ACS shall not provide any equipment, supplies or office space for Contractor. Contractor is fully in control of, and will bear the expense of, any equipment, supplies and office space related to the performance of the work described in this Agreement.
8. **Not Entitled to Employee Benefits.** Because Contractor is an independent contractor, ACS will not be responsible for providing any employee benefits for Contractor or any of Contractor's employees. Further, it is agreed that ACS will not be responsible for the collection, withholding or payment of taxes or contributions of any nature on behalf of the Contractor.
9. **Confidential Information:** As a result of Contractor's independent contractor relationship with the ACS Contractor will have access to "confidential information" about the ACS and its business, subsidiaries, and affiliates. Contractor agrees that Contractor will not at any time utilize for personal benefit, or directly or indirectly divulge or communicate to any person, firm, corporation or entity, any confidential information concerning ACS and its business, subsidiaries and affiliates, which was disclosed to or acquired by Contractor at any time during Contractor's relationship with ACS, except upon direct written authority of the President of ACS or an authorized representative. Contractor specifically agrees that all confidential information or knowledge concerning matters affecting or relating to ACS' business obtained by Contractor is deemed by the parties to this Agreement to be included within the terms of this paragraph and to constitute important, material and confidential trade secrets that affect the successful conduct of ACS' business and its goodwill. "Confidential information" means information which includes, but is not limited to, the names, buying habits or practices of any of the ACS' customers; marketing methods and related data; the names of any vendors or suppliers; the prices ACS obtains or has obtained or at which it sells or has sold its products or services; lists or other written records used in ACS' business; merchandising or sales techniques; contracts and licenses; business systems; computer programs; or any other confidential information of, about, or concerning the business of ACS, its manner of operation, or other confidential data of any kind. Contractor expressly covenants and agrees: (a) Contractor will not use any such confidential information, membership lists, records, or systems except in furtherance of ACS' interests; (b) Contractor will not deliver or otherwise make known any of such information, lists, records, or systems to anyone, or use the same to the detriment of ACS' interests, during the term of this Agreement or after the termination thereof; and (c) Contractor will not copy, duplicate or reproduce any ACS materials which have been supplied to Contractor, or permit any other person to do so, during the term of this Agreement or thereafter.

10. Termination. Without cause. This agreement may be terminated by either party at any time without cause.

By _____ Date _____
Contractor

Print Name

By _____ Date _____
Barry Goldstein, President,
American Correctional Solutions