

NURSING AGENCY EMPLOYMENT AND SERVICE AGREEMENT

Agency Location: _____ Contract Number: _____

Agency Information:

Agency Name: _____

Address: _____

Phone/Email: _____

Nurse Information:

Full Name: _____

Nurse License Number: _____

Address: _____

Phone/Email: _____

Employment Details:

Position/Role: _____

Work Location(s): _____

Work Hours / Schedule: _____

Employment Status (e.g., Full-time, Part-time, Contract): _____

Compensation and Benefits:

Hourly Rate / Salary: _____ USD

Payment Schedule: _____

Overtime Pay Terms: _____

Benefits (Specify): _____

Term and Termination:

Term of Agreement: _____

Termination Notice Requirements: _____

Grounds for Immediate Termination: _____

Clause 1 – Engagement and Services

The Agency hereby engages the Nurse, and the Nurse accepts such engagement, to provide professional nursing services as set forth herein. The Nurse agrees to perform such services diligently, competently, and in compliance with all applicable laws, rules, and professional standards.

Clause 2 – License and Credentials

The Nurse represents and warrants that he/she holds all necessary licenses, certifications, and credentials required by law to perform nursing services in the jurisdiction(s) where services are rendered. The Nurse agrees to maintain valid licensure throughout the term of this Agreement.

Clause 3 – Independent Contractor Status

Unless otherwise expressly agreed in writing, the Nurse shall perform services under this Agreement as an independent contractor and not as an employee, agent, or partner of the Agency. The Nurse shall be responsible for all taxes, insurance, and benefits arising from the compensation paid.

Clause 4 – Compliance with Laws and Policies

The Nurse agrees to comply with all applicable federal, state, and local laws, rules, and regulations, as well as all policies, procedures, and standards of the Agency and the client facilities where services are provided.

Clause 5 – Confidentiality and Privacy

The Nurse acknowledges that, during the course of providing services, he/she may have access to confidential and protected health information. The Nurse agrees to maintain the confidentiality and privacy of all such information in compliance with HIPAA and other applicable laws.

Clause 6 – Work Schedule and Assignments

The Nurse shall perform services as scheduled by the Agency and agrees to notify the Agency promptly of any inability to fulfill assignments. The Agency reserves the right to assign or reassign the Nurse to different clients or locations in its sole discretion.

Clause 7 – Compensation

The Agency shall compensate the Nurse as specified in the Compensation and Benefits section above. Payment shall be made in accordance with the agreed payment schedule. No other compensation or benefits shall be due unless expressly agreed in writing.

Clause 8 – Taxes and Withholdings

The Nurse shall be solely responsible for payment of all federal, state, and local taxes, including income, self-employment, social security, and unemployment taxes. The Agency shall not withhold or pay any taxes or contributions on behalf of the Nurse.

Clause 9 – Insurance and Liability

The Nurse shall maintain professional liability insurance coverage as required by law or professional standards. The Nurse shall indemnify and hold harmless the Agency from any claims arising from the Nurse's acts or omissions.

Clause 10 – Term and Termination

This Agreement shall commence upon execution and shall continue until terminated by either party with prior written notice as specified. Either party may terminate immediately for cause upon written notice.

Clause 11 – Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter, the Nurse shall not directly or indirectly solicit or provide services to any client of the Agency without prior written consent.

Clause 12 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Clause 13 – Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether oral or written.

Clause 14 – Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties to be effective.

Clause 15 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect.

Clause 16 – Waiver

No waiver of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach or default.

Clause 17 – Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, by certified mail, overnight courier, or electronic means with confirmation.

Clause 18 – Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and may be executed and delivered by electronic signatures, which shall be deemed valid and binding.

Clause 19 – Assignment

The Nurse may not assign or delegate any rights or obligations under this Agreement without the prior written consent of the Agency.

Clause 20 – Dispute Resolution

Any disputes arising under or related to this Agreement shall be resolved first through negotiation between the parties. If unresolved, disputes shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association.

AGENCY REPRESENTATIVE'S SIGNATURE

NURSE'S SIGNATURE

Signature: _____

Signature: _____

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