



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT executed on this the 1st day of June, 2015, (the “Agreement”), by and between the American Public Human Services Association (hereinafter “Association”), and, (vendor) (hereinafter the “Contractor”).

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and Agreements contained herein, Association hires Contractor, and Contractor agrees to work for Association under the terms and conditions hereby agreed upon by the parties:

SECTION 1—WORK TO BE PERFORMED

1.1 Term. The Association agrees to engage services of Contractor for the term (date). This Agreement may be terminated earlier as provided in Section 4. This agreement is subject to renewal annually for the duration of the NEICE project through May 31, 2018.

1.2 Scope of Work. The Contractor agrees to perform work for the Association on the terms and conditions set forth in this Agreement, and agrees to devote all necessary time and attention (except during illness) to the performance of the duties specified in this Agreement. Contractor's duties shall be as outlined below:

(Scope of Work)

Modifications to these tasks can be made should parameters for the project be altered. Any modification will be agreed to by Association and Contractor. Contractor further

agrees that in all such aspects of such work, Contractor shall comply with Association's policies, standards, and regulations, and shall perform the duties assigned in accordance with professional standards.

SECTION 2—CONFIDENTIALITY

- 2.1 Confidentiality.** Except for disclosures required to be made in order to perform services pursuant to the Agreement and information which is a matter of public record through no act or omission of Contractor, Contractor shall not, during the term of this Agreement or thereafter disclose to any person or entity any information that has been provided to Contractor and labeled as "confidential," or use any such information for the benefit of Contractor or any other person or entity, except with the prior written consent of the Association.
- 2.2 Return of Documents.** Contractor acknowledges and agrees that all current and future originals and copies of information provided by the Association to Contractor shall be the sole and exclusive property of the Association, and shall be returned to the Association upon the written request of the Association. All work products pursuant to this agreement will be owned by Association and use of these work products by Contractor must be approved by the Association.
- 2.3 Injunction.** Contractor agrees that if Contractor shall breach Section 2.1 or 2.2, the Association shall be entitled to, in addition to all other remedies it may have at law or equity, attempt to obtain an injunction or other appropriate orders to restrain any such breach.
- 2.4 No Release.** Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3—COMPENSATION

- 3.1 Compensation.** In consideration of all services to be rendered by Contractor to the Association, the Association shall pay to the Contractor (contracted amount). Contractor will submit an invoice by the fifth (5th) of each month for the agreed upon monthly compensation.
- 3.2 Withholding: Other Benefits.** Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Association shall not provide Contractor with any coverage or participation in the Association's accident and health, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to employees of the Association.
- 3.3 Expenses.** When applicable, the Association shall reimburse Contractor for all reasonable and necessary expenses incurred by Contractor in connection with the performance of his/her duties hereunder, provided, the Executive Director, Deputy Executive Director, Director of the National Collaborative, or Director of Finance and Administration has given his/her prior written approval to any such expenses. An invoice for expenses shall be submitted by the fifth (5th) of each month and shall be paid on a monthly basis within fifteen (15) days of receipt of Contractor's itemized expense report. Expense reimbursement request forms must be submitted with appropriate receipts for expenses incurred in the previous month.

SECTION 4—TERMINATION

- 4.1** This Agreement may be terminated by the Association immediately, at will, with the approval of the Executive Director of APHSA. Contractor may terminate this Agreement upon fourteen (14) days written notice to the Association. This Agreement also may be terminated at any time upon the mutual written Agreement of the Association and Contractor. Upon termination, Contractor will be paid for all work completed to date.

SECTION 5—INDEPENDENT CONTRACTOR STATUS

5.1 Contractor acknowledges that he/she is an independent contractor and is not an agent, partner, part of a joint venture, nor an employee of the Association. Contractor shall have no authority to bind or otherwise obligate the Association in any manner, nor shall Contractor represent to anyone that he/she has a right to do so. Contractor further agrees that in the event that the Association suffers any loss or damage as a result of a violation of this provision, Contractor shall indemnify and hold harmless the Association from any such loss or damage.

SECTION 6—REPRESENTATIONS OF WARRANTIES OF CONTRACTOR

6.1 Contractor represents and warrants to the Association that there is no employment contract or other contractual obligation to which Contractor is subject that prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.

SECTION 7—MISCELLANEOUS PROVISIONS

7.1 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver and acknowledged by the other contracting party.

7.2 This Agreement shall be governed by and shall be construed in accordance with the laws of the District of Columbia.

7.3 This Agreement constitutes the entire Agreement between the parties pertaining to its subject matter and it supersedes all prior or contemporaneous Agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

7.4 Neither Contractor nor the Association will make use of the other party's name or any of its trade or service marks or property, in any advertising or otherwise, without prior written consent of other party

By Association: _____
Tracy Wareing Evans, Executive Director Date

By Contractor: _____
Date