

FIG Services, Inc.
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FIGservices.com



SUBCONTRACTOR SERVICES AGREEMENT

THIS AGREEMENT, effective the _____ day of _____, 20__, by and between _____ (NAME) of _____ (COMPANY) (hereinafter “Company”), an individual, having a mailing address at _____ (ADDRESS) _____ and _____ (NAME) of _____ (COMPANY) (hereinafter “Subcontractor”), an individual, having a mailing address at _____ (ADDRESS) _____.

WITNESSETH:

WHEREAS, Company desires to contract for certain Services of Subcontractor, as are hereinafter more particularly defined; and

WHEREAS, Subcontractor understands that Company does not practice medicine, nursing or law, but is acting solely in the capacity of a purely consulting expert to attorneys in order to assist such attorneys in the preparation of medical and nursing malpractice cases and other cases involving medical, nursing, healthcare or other related issues; and

WHEREAS, Subcontractor is licensed to practice nursing in the State of _____ and is competent and willing to provide the Services, as are hereinafter defined; and

WHEREAS, Subcontractor is willing to act as an independent contractor for Company in the review of such cases and provision of Services hereunder; and

WHEREAS, Company is willing, pursuant to the terms and conditions contained hereinbelow, to hire Subcontractor to provide such Services, and Subcontractor is willing to provide such Services in return for certain consideration as hereinafter described.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions herein contained, the parties hereto covenant and agree as follows:



1. **INDEPENDENT CONTRACTOR:** The parties hereto agree that the Services rendered by Subcontractor in the fulfillment of the terms and obligations of this Agreement shall be as an independent contractor. Subcontractor shall not be considered an employee of Company for any purpose and Subcontractor is not an agent, partner or joint venturer of Company. Subcontractor shall operate its own business and during the term of this Agreement shall be not be supervised or directed by Company. The Services of Subcontractor shall be rendered at Subcontractor's business location and Subcontractor shall provide all materials necessary to perform such Services. Subcontractor shall not represent itself to third persons to be other than an independent contractor of Company, nor shall Subcontractor offer or agree to incur or assume any obligations or commitments in the name of Company or for Company. Subcontractor warrants that the Services to be provided hereunder will not cause a conflict with any other duties or obligations of Subcontractor. No partnership, joint venture or other form of business relationship is created by this Agreement and the obligations of the parties are separate and not joint.
2. **TERM:** This Agreement shall be effective from the above date of this Agreement until terminated by either party hereto by tendering ten (10) days advance written notice to the other party as set forth in paragraph 17 below.
3. **SERVICES:** Subcontractor warrants to Company that Subcontractor is willing and competent to provide the following services, including but not limited to, screening and evaluating for merit medical and nursing malpractice cases and other cases involving medical, nursing, healthcare or other related issues and rendering written and verbal opinions or reports concerning such cases, identifying potential defendants, locating expert witnesses to testify at trial and/or deposition or execute certificates of merit or similar certificates and also to work and/or follow up with such experts (all collectively referred to as "Services" hereunder).
4. **LICENSE(S):** Subcontractor warrants to Company that Subcontractor is of good professional standing and moral character and that Subcontractor currently holds, and throughout the term of this Agreement shall hold, a current and valid license to practice nursing in the state of Subcontractor's residence. Subcontractor shall maintain, at its sole expense, the license(s) necessary to the performance and completion of the Services hereunder and Subcontractor shall pay in connection therewith all valid and applicable fees, assessments or taxes levied by units of government with jurisdiction.
5. **CONSULTATION:** Subcontractor agrees to be available for consultation with Company, upon Company's reasonable advance notice with regard to such consultation, and agrees to meet all deadlines, as agreed upon between Subcontractor and Company, pursuant to Subcontractor's performance of the Services hereunder.



6. **CONSIDERATION:** Subcontractor shall invoice Company, on a monthly basis, at an hourly rate of ___
_____ dollars (\$_____) per hour for Subcontractor's Services hereunder. Such Subcontractor's invoice shall be in writing and mailed to Company and shall contain Subcontractor's Tax Identification Number and mailing address and shall reflect only expenses, as provided herein, and hours for Services actually expended, and previously authorized by Company, during the preceding month. Subcontractor shall be reimbursed by Company for all reasonable expenses, as approved in advance by Company, for and related to the Services provided by Subcontractor hereunder. Subcontractor shall receive all payments due hereunder within thirty (30) days after receipt of Subcontractor's Invoice by Company.
7. **TAXES:** Subcontractor assumes full responsibility for and agrees to pay all contributions and taxes payable under federal and state social security acts, workers' compensation laws, unemployment compensation laws and income tax laws as to all of the compensation received by Subcontractor from Company hereunder.
8. **RECORDS:** All records of Subcontractor's direct labor and reimbursable expenses pertaining to the Services provided pursuant to this Agreement shall be kept on a generally acceptable accounting basis, shall be maintained for at least one (1) year and shall be available for inspection by Company during normal business hours.
9. **INDEMNIFICATION:** Subcontractor hereby agrees to indemnify and save Company harmless from and against all claims, suits, demands, damages, losses, costs and expenses, of whatsoever nature, brought by any person, firm or corporation and alleged to have arisen out of or in connection with Subcontractor's Services hereunder. Subcontractor further agrees to indemnify Company from any disputes between Subcontractor and any of its subcontractors regarding division of consideration paid hereunder and shall be solely liable for any payments for to such subcontractors for any services rendered to Subcontractor.
10. **CONFIDENTIALITY:** Subcontractor agrees, except to the extent Subcontractor may be compelled by a court of competent jurisdiction, during the term of this Agreement, and for a period of two (2) years from the date of expiration of this Agreement, not to disclose to any attorney, law firm or any other entity, person, firm or corporation any information concerning the terms and content of this Agreement and the business or affairs of Company which Subcontractor may have acquired in the course of or incident to its performance of this Agreement.
11. **SOLE PROPERTY:** Any written report, opinion, evaluation or other material supplied by Subcontractor to Company hereunder shall become the sole property of the Company and shall not, without the express written consent of Company, be used for any other purpose whatsoever.



12. **ASSIGNMENT:** Subcontractor shall not assign this Agreement nor any payment or part of any payment which may accrue hereunder nor subcontract the Services or any part thereof without first having obtained Company's written approval. If Company grants such approval, Subcontractor shall nonetheless be obligated to Company to ensure that the Services shall be completed in the time and manner herein agreed. In the instance of subcontracting, Subcontractor shall further cause each subcontractor to assume and satisfy all obligations of Subcontractor hereunder to the same full extent as may be applicable to the portions of the Services subcontracted. Furthermore, Subcontractor shall be responsible for and liable for all errors, acts or omissions of any assignee, subcontractor, or any of their agents, as if the same were performed or omitted by Subcontractor.
13. **LIMITATION:** Subcontractor agrees, during the term hereof, not to contract with any attorney (hereinafter "Attorney") whose name or information is revealed to Subcontractor during Subcontractor's performance of this Agreement and/or any other attorney of any corporation, company or law firm (hereinafter "Law Firm") or any Law Firm (collectively hereinafter "Client") listed on Exhibit A [which will be amended and forwarded to you for signature upon hiring you for each specific assignment], or whose name or information is revealed to Subcontractor during Subcontractor's performance of this Agreement regarding performance of any services of like or similar character by Subcontractor for a period of two (2) years from the termination date of this Agreement, which termination date shall be established by either party hereto by tendering ten (10) days advance written notice to the other party as set forth in paragraph 17 below. Any breach of this covenant shall result in Subcontractor being liable to Company for damages including, but not limited to, breach of contract, reasonable attorneys' and court fees, and other damages reasonably attributable to such breach and/or Company's enforcement of this provision. Both Company and Subcontractor agree that Subcontract will be subject to written amendment from time to time with a new Exhibit A, which will contain an updated list of the names of all Clients for whom Subcontractor has been requested to perform work for the Company.
14. **NON-EXCLUSIVE:** Subcontractor recognizes that this Agreement is not exclusive and that Company reserves the right to contract with other parties for similar services during the term of this Agreement.
15. **TIME OF THE ESSENCE:** The parties hereto recognize and agree that time is of the essence of this Agreement.
16. **TAX IDENTIFICATION:** Subcontractor hereby designates _____ as its Social Security Number or tax identification number for all purposes which may require Company to report such to taxing authorities. Company hereby designates _____ as its Social Security Number or tax identification number for all purposes which may require Subcontractor to report such to taxing authorities.



17. **NOTICES:** Any notice, Subcontractor’s invoice(s), statement, copy or other communication provided for in this Agreement, shall be in writing and shall be considered as duly delivered when personally delivered or when mailed by registered or certified mail, postage prepaid, to the following:

To Subcontractor:

Phone: _____
Fax: _____
Email: _____

18. **GOVERNING LAW: THE PROVISIONS OF THIS AGREEMENT AND ANY DOCUMENTS DELIVERED PURSUANT HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF _VIRGINIA** (excluding any conflicts-of-law rule or principle that might refer same to the laws of another jurisdiction).
19. **TERMINATION FOR DEFAULT:** Company may terminate this Agreement for cause at any time by furnishing Subcontractor with two (2) days advance written notice. In the event that Subcontractor is unable to cure the default within two (2) days, or any longer cure period agreed to in writing by the parties, the Agreement shall terminate and Subcontractor shall be paid for all work and services satisfactorily performed and all materials delivered through and until the effective date of termination. Additionally, Company reserves to itself all rights, set-offs, counterclaims and other defenses which Company is or may be entitled to arising from or out of this Agreement.
20. **CONFLICTS OF INTEREST:** During the term of this Agreement, Subcontractor shall not, without Company’s prior, express written consent, perform any services on behalf of any other person, enterprise or organization services which directly conflict with the Services to be performed hereunder.
21. **ENTIRE AGREEMENT, AMENDMENTS AND WAIVERS:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.



- 22. **SEVERABILITY:** It is the desire and intent of the parties that the terms, provisions, covenants and remedies contained in this Agreement shall be enforceable to the fullest extent permitted by law. If any such term, provision, covenant or remedy of this Agreement or the application thereof to any person or circumstances shall, to any extent, be construed to be invalid or unenforceable in whole or in part, then such term, provision, covenant or remedy shall be construed in a manner so as to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining provisions of the Agreement and the application thereof to any person or circumstances other than those to which they have been held invalid or unenforceable, shall remain valid and in full force and effect.
- 23. **SURVIVAL:** The representations and warranties and obligations of indemnity set forth in Article 9 of this Agreement shall survive this Agreement for a period of two (2) years following the termination or expiration of this Agreement.
- 24. **MUTUALITY OF PREPARATION:** This contract was prepared jointly by the parties hereto and not by either party to the exclusion of the other.
- 25. **HEADINGS:** The headings of the paragraphs and sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the day and the year first above written.

“SUBCONTRACTOR”

“COMPANY”

Title: _____

Title: _____

Company: _____

Company: _____



ACKNOWLEDGMENT

STATE OF _____)
) SS
 COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, on this ____ day of _____, 20__, personally appeared _____, Member of _____, known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written on this page.

My Commission Expires:

 Notary Public



S A M P L E “EXHIBIT A”

Exhibit A To That Certain Subcontractor Services Agreement Effective the ___th day of _____, 20_____

Attorney: Willie Cheatum
Law Firm: Dewey, Cheatum & Howe
500 Houston, Suite 5000
Houston, TX 70000

Attorney: Shirley Will-Billum
Law Firm: Billum, Billum & Moore
1400 Smithy Street, Suite 459
Houston, TX 77000

Attorney: Richard N. Betterlooking
Law Firm: Living, Wright & Eatonwell
250 South Main Street
Galveston, TX 77600

Attorney: Warren T. Mifoote
Law Firm: CFI Care Insurance Co.
282 West Street, North Extension
Houston, TX 77000

SUBCONTRACTOR:

COMPANY:

(Date)

(Date)