

HEALTHCARE
INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made this ____ day of _____, 2____, between Vaccination Services of America, Inc., (“VSA”) d/b/a Health Fairs of America™ and Employee Signup.com (jointly and severally “Companies”) and _____, providing services as a _____ (“Contractor”). [Name]
[Professional Designation, RN, LPN, MA, Phleb etc]

Whereas, the Companies provide vaccination, wellness and related health care services through qualified independent healthcare professionals for their clients;

Whereas Companies and Contractor wish to enter into an agreement for Contractor to provide certain healthcare services (the “Services”) on behalf of the Companies for their clients; and

Whereas, the parties wish to memorialize their understandings with respect to the providing of such Services;

Therefore, it is agreed as follows:

1. Engagement. Subject to Contractor’s representations set forth immediately above his/her signature, the Companies hereby engage Contractor (the “Engagement”) and Contractor hereby accepts the Engagement with the Companies to provide certain Services on behalf of Company for their clients as more particularly described on Exhibit “A”, attached hereto.
2. Term. This Engagement shall commence on _____, 2____, and for a period of one (1) year continue for consecutive one (1) year periods unless terminated as provided in Section 9 hereof.
3. Fees and Expenses. The Companies shall pay Contractor on a fee basis for each client event worked by Contractor as more particularly described on Exhibit “B”, attached hereto. Exhibit “B” also provides the terms for reimbursement of allowable expenses incurred by Contractor. No other expenses incurred by the Contractor shall be reimbursed by the Companies unless pre-approved by one of the Companies’ officers in writing. No payment of fees shall be made by the Companies to Contractor for any client event where Contractor fails to materially fulfill his/her obligations set forth in Exhibit “A”.
4. Insurance and Indemnification. At all times during the term of this Engagement, Contractor shall maintain the insurance coverages set forth on Exhibit “C”, attached hereto. Contractor shall provide the Companies with a duly executed Certificate of Insurance evidencing the existence of all such coverages upon the Companies written request.

Each party to this Agreement involved in providing Services for the client shall indemnify and hold the other harmless from and against all liability, including fines, claims, demands, suits or actions of any kind or nature arising by reason of the indemnifying party's acts or omissions in the course of performing its obligations with respect to the client event.

5. Independent Contractor Status. The parties acknowledge that Contractor is and shall at all times be an independent contractor and not an employee of the Companies. The parties agree:
 - a. The Companies shall have no right to direct the manner in which Contractor performs the Services; provided however, the Services must be provided at the location and during the hours required by the client for the event. Contractor must dress appropriately for the event and comport himself/herself at the event in a manner generally consistent with the client's reasonable expectations. Notwithstanding the above, Contractor shall exercise his/her independent professional judgment in connection with the performance of his/her Services.
 - b. Contractor shall not be entitled to workmen's compensation or any benefit program (eg. health insurance, sick days, vacations, etc.) made available to Companies' employees. Contractor releases and relinquishes any claim Contractor may now or hereinafter have for such benefits and forever discharges the Companies of any obligation with respect to any employee benefits provided by the Companies.
 - c. The Companies shall have no obligation to withhold or make any payments of any federal, state or local payroll tax, employment tax, social security or medicare deductions. Contractor agrees to indemnify and hold the Companies harmless from and against any liability, cost or expense, for any obligations threatened or imposed upon the Companies by governmental entities in connection with respect to such matters, including penalties, interest, tax audit, costs of defense or administrative costs incurred by the Companies.
6. Medical Records. The Companies shall at all times be the exclusive owner of all medical records received by Contractor in connection with a client event. Contractor shall prepare reports relating to Contractor's Services provided at client events in the manner and at the times required by the Companies. Upon termination of this Engagement, Contractor will immediately deliver to Companies all information pertaining to all persons seen, treated or cared for by Contractor on behalf of the Companies during the Engagement.
7. HIPAA Compliance. Contractor agrees to respect and abide by all federal, state and local laws pertaining to confidentiality with regard to all information and records obtained or reviewed in the course of providing Services under this Agreement. Contractor agrees to adhere to policies and procedures adopted by the Companies and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security and use of protected health information.

8. Confidentiality. Contractor acknowledges that Companies must necessarily share information with Contractor regarding its clients, including client events, for which Contractor provides Services (“Client Information”). Client Information, which the Companies consider highly sensitive, confidential and proprietary, includes but is not limited to: names of clients, details of the events, contact names, event locations serviced, number of shots administered, and patient information. Contractor agrees all such Client Information as well as any proprietary information of the Companies (collectively and severally, the (“Confidential Information”) is to be kept strictly confidential. The Companies proprietary information includes, but is not limited to: client lists, client contracts, vendor lists, employee and independent contractor lists. Contractor shall not, directly or indirectly, disclose to any person or entity or permit the exploitation, copying or summarizing of the Confidential Information, except as specifically required for and used in the proper performance of his/her duties.
9. Termination of Engagement. Either party may terminate this Engagement without cause thirty (30) days prior written notice to the other party. The Companies shall have the right to immediately terminate this Engagement “for cause”. The Companies shall have “cause” to terminate Contractor for any of the following reasons:
- a. for any breach of this agreement by Contractor, provided the Contractor has not cured the breach within ten (10) days after written notice of such breach by Companies has been sent to Contractor;
 - b. for any breach by Contractor which by its nature is not curable; including but not limited to, acts of dishonesty, threat of physical harm to others or other conduct disrupting a client event;
 - c. total disability of Contractor for a cumulative period of thirty (30) or more days during any consecutive twelve (12) month period;
 - d. death of Contractor;
 - e. Contractor’s loss of licensure, if any, to carry out his/her Services on behalf of the Companies;
 - f. any part of the representations made by Contractor in this agreement are found to be false;
 - g. loss of insurance required by this Agreement for any reason not immediately replaced through another suitable carrier;
 - h. determination by the Companies, in its or their sole discretion, that Contractor’s actions pose a material threat to Companies’ or client’s business reputation, or to the success of the client event;

- i. breach of confidentiality of Confidential Information.

10. Miscellaneous Provisions. This Agreement contains the entire understanding of the parties. All prior or contemporaneous understandings, representations or agreements of the parties, whether oral or written are merged herein and shall no further independent significance. This Agreement may not be modified, altered or amended except by a subsequent written instrument signed by the party against whom such modification, alteration or amendment is sought to be enforced, which instrument specifically refers to this Section. The Agreement may not be assigned without prior written consent of the other party. This Agreement shall be governed by and construed by the laws of the State of Nebraska and subject exclusively to its jurisdiction. This Agreement may be executed in counter parts. Facsimile or copied signatures created by the party to be bound by such signatures shall be deemed originals. The executory provisions of this Agreement shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first set forth above.

The undersigned Contractor represents and warrants that he/she has never been terminated from previous employment or engagements as a result of use of illegal drugs, theft, misconduct, excessive tardiness or failure to follow employer's or contracting party's policies and/or procedures.

Contractor:

Accepted by Companies at Omaha, Nebraska
Vaccination Services of America, Inc. d/b/a Health Fairs of America™

By _____
Its _____

[second company]

EXHIBIT "A"

During the entire term of this Engagement Contractor's responsibilities include, but are not limited to, the following:

1. Maintain a valid, unrestricted license to practice nursing as a (Registered Nurse/Licensed Practical Nurse) in the State of _____;
2. Comply with all ethical requirements of the nursing profession, including all federal, state and local laws, regulations, rules and ordinances relating thereto;
3. Administer scheduled Services which Contractor has accepted, including but not limited to vaccinations, glucose screenings, cholesterol screenings, other drugs and biological relevant to providing vaccination services, (eg. anaphylactic kits) and such other healthcare and wellness services may be provided to the Companies clients under orders issued by the Companies' medical director;
4. Assist in obtaining an appropriate informed consent from each individual receiving the Services;
5. Report any incidents in providing Services immediately to the specific company engaged in providing the client Service, including but not limited to: needle-stick injuries, patient reactions, client problems and/or disagreements;
6. Perform such other healthcare and educational services as are appropriate to Contractor's education and experience in providing the Services, as well as such supervisory and administrative services as are assigned to Contractor by the Companies from time to time;
7. Ship back supplies immediately after completion of all responsibilities. Shipping documents will be included for shipment to the Companies without expense to Contractor. Contractor acknowledges and understands that if any property of the Companies under the responsibility of the Contractor is not immediately returned, Contractor will be charged for the inventory. Any shortages in vaccine, money or supplies not returned within five (5) days shall be deducted from any fees or expense reimbursements due from the Companies to Contractor.
8. Submit Clinic Time Sheets through VSA's online nurse website on a timely basis in accordance with the fee schedule outlined in the Independent Professional Staff Manual. Facsimiles and hard copy time sheets will not be accepted.

9. If applicable, complete the Medicare roster billing form correctly for each Medicare patient receiving a flu shot. If the billing form is not completed according to the guidelines, the form will be returned to Contractor to be completed correctly. Contractor's fees will not be paid until form is returned in correct form.
10. Utilize the Vaccination Services of America, Inc. toll-free phone number 1-888-434-4FLU when calling the Companies long distance. Calls to Companies other lines will not be reimbursed.
11. Comply with the Companies Independent Professional Staff Manual, as revised from time to time. Contractor, by signing this Agreement acknowledges having read and understood the Companies policies and procedures pertaining to independent professional staff as set forth in the VSA website Independent Professional Staff Manual.
12. Truthfully and accurately maintain and preserve such records and make on a timely basis such reports as the Companies may, from time to time, require.
13. Fully account for all monies and other property of the Companies of which Contractor may, from time to time, have custody and deliver the same to the Companies as they or any of them shall instruct.