

**VACCINATION SERVICES OF AMERICA, INC. D/B/A TOTALWELLNESS  
INDEPENDENT CONTRACTOR AND BUSINESS ASSOCIATE AGREEMENT**

By signing below, you are entering into an Independent Contractor and Business Associate Agreement (the "Agreement") with VACCINATION SERVICES OF AMERICA, INC., a Nebraska corporation, d/b/a TOTALWELLNESS (hereinafter "Company" or "TotalWellness"), to provide vaccinations, screenings, and other health and wellness services for clients on behalf of Company on a case-by-case basis as may be scheduled by Company from time to time at the location and times designated by Company (the "Services"). Each Event for which you and Company agree that you will perform Services is described as a "Qualified Event". You are referred to as "Contractor" throughout this Agreement. This Agreement is effective on \_\_\_\_\_.

**Contractor Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

**Company Information:**

Company Contact: Alan L. Kohll

Mailing Address: 9320 H Court  
Omaha, Nebraska 68127

Email(s): [RNS@totalwellnesshealth.com](mailto:RNS@totalwellnesshealth.com)

Phone Number(s): 402-964-0542

Please note that Company does not provide any professional liability insurance, workers' compensation insurance, unemployment insurance or any other insurance (collectively "Insurance") for Contractor. Contractor must procure all Insurance that Contractor desires or that is required by law. Contractor is solely responsible for any injury or illness that Contractor may receive in the course of performing the Services.

Company may update, alter and amend this Agreement (collectively, the "Updates"), by posting the Updates online and making them accessible via Company's Contractor website, currently: <http://www.totalwellnesshealth.com/private/training-paperwork/>. Company may change the website URL upon notice. Contractor's performance of Services at a Qualified Event automatically binds Contractor to the current version of this Agreement. Furthermore, Company may provide Updates that apply only to certain Events. In that case, the Updates will apply to this Agreement only for purposes of the designated Events and only if Contractor performs Services at such Event.

## TERMS AND CONDITIONS

### 1. Contractor's Responsibilities and Representations.

Contractor represents and warrants to Company that when Contractor elects to provide Services at an Event and when Contractor performs Services for a Qualified Event:

a. Contractor will comply with all guidelines established by the client. These guidelines are typically described on the Event Worksheet ("Event Worksheet").

b. Contractor affirms that he or she is experienced and proficient in providing the Services for the Qualified Event(s).

c. Contractor must be punctual and comply with any timing requirements established by Company's client(s).

d. If Contractor fails to satisfactorily perform the Services, Company may refuse to contract with Contractor for future services.

e. Contractor must follow Company's shipping procedures to promptly return a Qualified Event shipment, including, but not limited to, remaining vaccine, supplies and all applicable paperwork. Company must receive the Qualified Event shipment and all applicable paperwork within two (2) weeks after the Qualified Event in order to process payment. Late, incomplete or incorrect shipment/paperwork may delay payment and cause Contractor to incur penalties. Contractor must include identifying information in packages returned to Company.

f. Contractor must assist in obtaining appropriate informed consent from each individual participating in a Qualified Event.

g. Contractor must report any incidents occurring at a Qualified Event immediately to Contractor's designated contact within Company, including but not limited to: needle-stick injuries; patient reactions; client problems; and/or disagreements.

h. Contractor must truthfully, accurately and timely make, maintain and preserve such records and reports as Company may, from time to time, require.

i. Contractor understands the nature of Company is health and wellness and that Company's clients expect healthy service providers.

j. Contractor has and shall maintain valid, unrestricted licensure and/or certification, if required by applicable law, to practice his or her profession in the state and locality of a Qualified Event.

k. Contractor must ensure that Company has Contractor's current information, including but not limited to Shipping Address, Mailing Address, Email Address, Phone Number, and applicable license(s) and/or certification(s) by notifying Company as directed by Company.

l. Contractor must perform all Services in accordance with the applicable law and medical standards.

m. Contractor shall, if applicable, complete the Medicare roster, or other insurance billing form correctly for each patient as part of the Services. Contractor's compensation for the Qualified Event will not be paid until Contractor has fully and accurately completed the billing forms.

n. Contractor must submit invoices online through Company's website on a timely basis as directed.

o. Contractor must execute all agreements required by Company's clients prior to performing Services at such clients' Qualified Events. Contractor must follow all client requirements in providing Services at such clients' Qualified Events.

p. Contractor must be current on all educational requirements of his or her profession and be up-to-date on all best practices of the profession at all times during the term of this Agreement.

q. Contractor must comply with all ethical and legal requirements of his or her profession, including all federal, state and local laws, regulations, rules and ordinances relating thereto.

r. Contractor acknowledges and warrants that Contractor has never been terminated from previous employment or engagements as a result of illegal drug use, theft, misconduct, excessive tardiness or failure to follow an employer's or contracting party's policies and/or procedures.

s. Contractor acknowledges that providing the Services includes the risk that Contractor may be stuck with a used needle or otherwise exposed to bodily fluids (an "Exposure Event"), either caused by Contractor, the patient and/or a third party. The risk is one that Contractor expressly assumes in electing to provide Services at an Event and when Contractor performs Services for a Qualified Event. Upon the occurrence of an Exposure Event, Contractor shall determine for himself or herself whether to initiate any post-exposure prophylaxis, anti-viral or other measures as a result of an Exposure Event and any measures will be at Contractor's sole expense.

2. Compensation and Expenses. For Contractor's Services, Company will pay Contractor the amount agreed to by Contractor. To receive payment, Contractor shall submit an invoice to Company as directed by Company. No expenses incurred by Contractor will be reimbursed by Company unless pre-approved by one of Company's officers in writing.

3. Relationship. Company and Contractor hereby acknowledge and agree that Contractor shall provide the Services contemplated by this Agreement as an independent contractor and not as an employee, as the term independent contractor is understood and defined by federal and state law.

As an independent contractor, Contractor hereby acknowledges and agrees that:

a. Subject to Section 1, Contractor shall have the sole right to determine the means and manner of providing the Services so long as the Services are provided at the location and during the hours required by Company's client for any Qualified Event. Contractor must perform the Services in a professional manner generally consistent with Company's and Company's client's reasonable expectations. Notwithstanding the above, Contractor shall at all times exercise his or her independent professional judgment in connection with the performance of the Services.

b. Contractor shall not be entitled to participate in any benefit program (e.g. health insurance, PTO, etc.) made available to Company employees. Contractor releases and relinquishes any claim Contractor may now or hereinafter have for such benefits and forever discharges Company of any obligation with respect to any employee benefits provided by Company.

c. If Contractor hires employees, Contractor will pay such employees in accordance with the applicable laws without reimbursement from Company and report the employees' income to the Internal Revenue Service. Contractor is responsible for obtaining workers' compensation insurance and unemployment insurance for such employees.

d. Contractor has a substantial investment of capital in its business beyond ordinary tools and equipment and a personal vehicle. Contractor owns its own assets, receives its own profits and bears its own losses; none of which are shared by, owned by, or for the benefit of, Company. Contractor shall provide the tools, training, licensure, experience and equipment necessary to provide the Services. Contractor is solely responsible for obtaining and paying for all licensing and permits required for Contractor to perform the Services, which shall be held in the name of Contractor or its employees.

e. Contractor shall have the right to perform similar services for others on whatever basis and whenever it chooses, without any direction from or relationship with Company.

f. Contractor shall not represent to any third party that Contractor is an employee of Company.

g. Company shall have no obligation to withhold any sum due or payable by or on behalf of Contractor as withholding for income tax, employment tax, social security, or any other withholding pursuant to any law or requirement of any governmental body, and all such payments as may be required by law are the sole responsibility of Contractor. Contractor shall comply with all federal and state tax laws, including the requirement to make estimated tax payments and to report all items of gross receipts as income from the operation of its business. Contractor shall include payments for Services on a federal income tax schedule as an independent business or profession.

h. Company shall have no obligation to pay

unemployment tax or benefits for Contractor or its employees. Such obligations and benefit costs shall be borne solely by Contractor.

i. Contractor must procure at its sole cost all insurance that Contractor desires, however, Contractor must procure and maintain during the term of the Agreement, workers' compensation insurance required by law and professional negligence insurance acceptable to Company. Upon request, Contractor must provide Company a copy of all certificates of insurance setting forth the insurance maintained by Contractor. Contractor is solely responsible for any injury or illness that Contractor may receive in the course of performing the Services. Contractor shall notify Company if any such coverages lapse or are cancelled.

4. Medical Records, Forms and Paperwork. Company will at all times be the exclusive owner of all medical records (e.g., consent forms, incident reports, etc.) received, obtained, created, reviewed or updated by Contractor in connection with this Agreement and Contractor's provision of Services. Contractor will complete and handle medical records and other forms and paperwork in accordance with applicable medical standards and as required by applicable law. Following each Qualified Event, Contractor will immediately deliver to Company all information, medical records, forms and other paperwork pertaining to the Qualified Event.

5. HIPAA. Contractor agrees to respect and abide by all federal, state and local laws pertaining to confidentiality with regard to all information and records received, obtained, created, reviewed or updated in the course of performing the Services. Contractor agrees to adhere to all procedures adopted by Company and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA), as amended, governing the privacy, security and use of protected health information.

6. Confidentiality.

a. Contractor acknowledges that Company must necessarily share information with Contractor regarding its clients, Events and Qualified Events ("Client Information"). Company considers Client Information to be highly sensitive, confidential and proprietary, and includes but is not limited to: names of clients and client employees, contractors, agents, and affiliates; details of Events; contact names; Event locations serviced; vendors and suppliers; numbers and types of services provided; and participant information. Proprietary Information includes, but is not limited to: Company's client lists, client contracts, vendor lists, pricing, employee and independent contractor lists, consent forms, handouts and other paperwork. Contractor agrees all such Client Information as well as any Proprietary Information of Company (collectively and severally, the "Confidential Information") is to be kept strictly confidential. Contractor agrees that Contractor will 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 Services.

b. Contractor will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information in order to prevent it from falling

into the public domain or the possession of persons other than those persons authorized hereunder to have any such information. Contractor agrees to notify Company in writing of any misuse or misappropriation of such Confidential Information which may come to Contractor's attention. Furthermore, Contractor agrees that Contractor will not, on Contractor's own behalf or on behalf of any firm, corporation, or business in which Contractor has an interest, and further on behalf of each of their subsidiaries and affiliates, create, itself or via any affiliated party or third party, any computer software, website, program, process, procedures or routine based upon or conceived in any manner utilizing or referencing, in part or in whole, the Confidential Information. Contractor acknowledges that the covenants set forth in this section are reasonable, do not impose unreasonable restrictions or work a hardship on Contractor, are essential to the willingness of Company to discuss its business, and are necessary and fundamental to the production of the business conducted by Company.

c. Contractor is further expressly prohibited from disclosing, in whole or in part, any of the Confidential Information, or their opinion, speculation, assumptions, or evaluation of, or regarding, the Confidential Information to any person or in any forum, website, written, print or electronic communication whether using their real name, or a fictitious or assumed name, without the prior written permission of Company. This includes, but is not limited to, postings or comments on social media or social networking websites, internet forums or message boards, user review websites, podcasts, newspaper, magazine, radio interviews, television interviews. Contractor agrees that upon the termination of this Agreement for any reason, that Contractor will return all Confidential Information to Company. Contractor acknowledges that the covenants set forth in this section are reasonable, do not impose unreasonable restrictions or work a hardship on Contractor, are essential to the willingness of Company to discuss its business, and are necessary and fundamental to the production of the business conducted by Company.

7. Termination. Company may terminate this Agreement and may terminate Contractor's performance of the Services at any Qualified Event by informing Contractor of the same. Contractor may terminate this Agreement by emailing an executive of Company and stating Contractor's desire to terminate the Agreement.

8. Company Indemnity. Contractor shall indemnify, defend and hold harmless Company, its affiliates and each of their respective officers, directors, members, managers, employees, customers, representatives, agents, successors and assigns (collectively "Indemnitees") from any and all claims, losses, liabilities, damages, expenses and costs (including defense costs, attorneys' fees and court costs) sought by any person, party or governmental agency or subdivision (collectively, the "Claims") arising out of or related to (a) a breach or alleged breach of any representation, warranty or obligation of Contractor set forth in this Agreement and (b) any bodily injury, death, infliction of emotional distress or any other tort or contract claim brought against any Indemnitee arising in whole or in part, or related in whole or in part, to Contractor's performance of the Services hereunder.

9. Charges and Billing. Company shall establish charges for Services rendered by Contractor under this Agreement.

Company shall also have the sole and exclusive right to determine all pricing and billing methods and to bill clients or other third party payors for the Services and to receive all fees and amounts charged for the Services rendered by Contractor under this Agreement.

10. Investigative Report. Contractor authorizes Company to perform, now and from time to time, a background check regarding Contractor, which may include Company obtaining a consumer report or an investigative consumer report in accordance with applicable law. Contractor releases from all liability Company, its clients, their agents, and all persons contacted for purposes of such investigation. Contractor shall execute any and all consents necessary to authorize Company to perform any such investigation from time to time.

#### 11. Definitions.

a. "Breach" shall have the same meaning as the term "breach" as defined in 42 USC 17921.

b. "Business Associate" shall have the same meaning as the term "business associate" as defined in 45 CFR 160.103.

c. "Covered Entity" shall have the same meaning as the term "covered entity" as defined in 45 CFR 160.103.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" as defined in 45 CFR 164.501.

e. "Electronic Health Record" shall have the same meaning as the term "electronic health record" as defined in 42 USC 17921.

f. "Electronic Protected Health Information" shall mean Protected Health Information that is maintained in or transmitted by electronic media. For purposes of this Agreement, Electronic Protected Health Information may be referred to as "Electronic PHI".

g. "Health Care Operations" shall have the same meaning as the term "health care operations" as defined in 45 CFR 164.501.

h. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 and the regulations promulgated thereunder.

i. "HITECH" or "the HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 and the regulations promulgated thereunder.

j. "Individual" shall have the same meaning as the term "individual" as defined in 45 CFR 164.501, and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR 160 and 45 CFR 164, Subparts A and E.

l. "Protected Health Information" shall mean, subject to the definition provided in 45 CFR 164.501, individually identifiable health information that Contractor receives from TotalWellness or that Contractor creates or receives on behalf of TotalWellness for the purposes of performing services under the Independent Contractor Agreement. For purposes of this Agreement, Protected Health Information may be referred to as "PHI".

m. "Required By Law" shall have the same meaning as the term "required by law" as defined in 45 CFR 164.501.

n. "Secretary" shall have the same meaning as the term "Secretary" as defined in 45 CFR 160.103, namely the Secretary of Health and Human Services or any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

o. "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR 160 and 45 CFR 164, Subparts A and C.

p. "Unsecured Protected Health Information" or "Unsecured PHI" shall have the same meaning as the term "Unprotected Health Information" under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 USC 17932(h).

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule or the Security Rule, or the HITECH Act, as the case may be.

12. Obligations and Activities of Contractor. In consideration of the PHI of customers and clientele that will be provided by TotalWellness to Contractor, as required for Contractor to perform the Services under this Agreement, and in order to protect such PHI as required by HIPAA, HITECH and any agreement between TotalWellness and any third- party, Contractor agrees to:

a. Not use or disclose the PHI other than as permitted or required by this Agreement or as Required By Law.

b. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

c. Mitigate, to the extent practicable, any harmful effect that becomes known to Contractor of a use or disclosure of PHI in violation of this Agreement.

d. Report to TotalWellness in writing any use or disclosure of the PHI not provided for by this Agreement of which Contractor becomes aware within two business days of becoming aware of the same.

e. Ensure that any agent, including an independent contractor or employee of Contractor, to whom Contractor provides PHI received from, or created or received by Contractor on behalf of TotalWellness, agrees in writing, prior to the provision of such PHI to the agent, to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

f. Make available, at the request of TotalWellness and in such time and manner as may be reasonably requested by TotalWellness, PHI in a Designated Record Set to the extent required under 45 CFR 164.524. If Contractor maintains an Electronic Health Record, Contractor agrees to provide such information in electronic format in accordance with 42 USC 17935(e).

g. Make available PHI in a Designated Record Set for amendment and incorporate any amendments to PHI, at the request of TotalWellness and in such time and manner as may be reasonably requested by TotalWellness, in accordance with 45 CFR 164.526.

h. Document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and to provide the same at the request of TotalWellness and in such time and manner as may be reasonably requested by TotalWellness, in order that an accounting of disclosures may be timely provided in accordance with 45 CFR 164.528.

i. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, TotalWellness available to the Secretary for purposes of determining a Covered Entity's compliance with the Privacy Rule and to TotalWellness in such time and manner as may be reasonably requested by TotalWellness for purposes of TotalWellness determining Contractor's compliance with this Agreement.

j. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that Contractor creates, receives, maintains, or transmits on behalf of TotalWellness.

k. Ensure that any agent, including an independent contractor or employee of the Contractor, to whom Contractor provides Electronic PHI, or with whom Contractor contracts to create, receive, maintain or transmit Electronic PHI, agrees in writing, prior to the provision of such Electronic PHI to the agent, to implement reasonable and appropriate safeguards to protect such Electronic PHI.

l. Comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 CFR 164.316.

m. Report to TotalWellness in writing any security incident of which Contractor becomes aware within two business days of becoming aware of the same.

13. Permitted Uses and Disclosures by Contractor. Contractor agrees not to use or disclose the PHI other than as permitted or required by this Agreement or as Required By Law to perform functions, activities, or services for, or on behalf of, TotalWellness as specified in the Independent Contractor Agreement.

14. Effect of Termination.

a. Upon termination of this Agreement, Contractor shall, if feasible, return or destroy all PHI received from, or created or received by Contractor on behalf of TotalWellness or during the course of performing Services for TotalWellness that Contractor still maintains in any form. Contractor shall retain no copies of such information, or if such return or destruction is not feasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. If Contractor elects destruction of the PHI, Contractor agrees to certify in writing to TotalWellness that such PHI has been destroyed.

b. If this Agreement is terminated by TotalWellness, then each and every Independent Contractor Agreement between TotalWellness and Contractor under which Contractor receives from, or creates or receives on behalf of, TotalWellness, any PHI, shall terminate at the same time as the termination of this Agreement.

15. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, or (b) deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the address set forth on the front page of this Agreement.

16. Miscellaneous.

a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section of the same in effect or as amended.

b. The parties agree to take such action as is necessary to amend this Agreement from time to time in order for TotalWellness to comply with the terms of an amendment to any agreement between TotalWellness and a Covered Entity or upstream Business Associate pertaining to the same PHI covered by this Agreement when amendment of such agreement between TotalWellness and such Covered Entity or upstream Business Associate is required due to an amendment of HIPAA or HITECH including any judicial or administrative ruling on an existing provision of HIPAA or HITECH.

c. Any ambiguity in this Agreement shall be resolved to permit compliance with HIPAA on the part of a Covered Entity with which TotalWellness has an agreement or with which TotalWellness is connected in a chain of Business Associate agreements that pertains to the same PHI covered by this Agreement.

d. Sections 6, 8, 12, 14 and 16 of this Agreement shall survive the termination of this Agreement.

e. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

f. TotalWellness may assign this Agreement at any time upon notice to Contractor. Contractor shall not assign this Agreement, in whole or in part, including the rights, duties or obligations of Contractor hereunder without

the prior written consent of TotalWellness, which may be withheld in TotalWellness's sole, unfettered discretion.

g. No failure or delay on the part of either party in exercising any rights under this Agreement, or in insisting on strict performance of any covenant or condition contained in this Agreement, shall operate as a waiver of any of such party's rights hereunder.

h. The parties agree that the remedy of damages at law for a violation by a party of any of the terms or conditions of this Agreement may be inadequate remedy. In recognition of the irreparable harm that such a violation would cause, the parties agree that in addition to any other remedies or relief afforded by law, a party may obtain an injunction to prevent or stop an actual or threatened violation of this Agreement or may obtain an order compelling a party to specifically perform any provision of this Agreement, it being the understanding of the parties that both damages and an injunction or order of specific performance shall be proper modes of relief and are not to be considered alternative or mutually exclusive remedies. In the event of any such actual or threatened violation, the violating party agrees to pay the costs, expenses, and reasonable attorneys' fees incurred by the other party in pursuing any of its rights with respect to such actual or threatened violation, in addition to the actual damages sustained by the party as a result thereof.

i. The rights and remedies provided in this Agreement are cumulative, and the use of any one right or remedy by a party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights and remedies the parties may have under applicable statutes, ordinances, common law or otherwise.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Any action brought to enforce the terms of this Agreement shall be brought in the state or federal courts located in Douglas County, Nebraska.

19. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations, or warranties not set forth herein. This Agreement may be amended only in writing signed by the party against whom enforcement is sought.

20. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, personal representatives, successors, and assigns.

By signing below, both parties agree to be bound by the terms and conditions contained in this Agreement.

Contractor Signature: By: \_\_\_\_\_

Title: \_\_\_\_\_

TotalWellness Signature: \_\_\_\_\_

Alan L. Kohll, President