

## **A&M Phlebotomy Service INDEPENDENT CONTRACTOR AGREEMENT**

By agreeing to the terms, you are entering into an Independent Contractor Agreement (“Agreement”) between A&M Phlebotomy Service, LLC (hereinafter “Company” or “A&M PHLEBOTOMY”) and you, an independent phlebotomist (“You”), to provide 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”). From time to time, Company may post on any of Company’s website(s) information about, wellness, and/or related health care service opportunities that you may be eligible to work (“Event” or “Events”) or may contact you by phone, email, or otherwise to make you aware of such Events. Each Event for which you and Company agree that you will perform Services is described as a “Qualified Event”. You are further entering into a Business Associate Agreement (the “BA Agreement”) with Company related thereto, governing your use of PHI. Collectively, the Independent Contractor Agreement, including the BA Agreement, part of the Agreement attached hereto, are referred to as the “Agreement”.

You are an independent third-party who is qualified to perform phlebotomy services including, without limitation, extraction, collection, processing, transportation and delivery of human biological specimens for laboratory testing (collectively, the “Phlebotomy Services”), with the required licenses, certifications and training and other requirements necessary to provide the Phlebotomy Services in the state(s) in which You operate, as well as all requirements of the A&M Phlebotomy Service Registered Labs that You designate to the Company, and all requirements of the requesting A&M Phlebotomy Service Registered Providers. The Company does not provide phlebotomy services, and does not employ or contact with You or any other individuals to provide phlebotomy services on behalf of the Company. The Company’s business is limited to providing a means for A&M Phlebotomy Service Registered Providers to request an appointment for phlebotomy services from A&M Phlebotomy Service Phlebotomists in accordance with the requirements of the applicable A&M Phlebotomy Service Registered Labs and A&M Phlebotomy Service Registered Providers, and to receive payment, for which A&M Phlebotomy Service charges the A&M Phlebotomy Service Registered Labs a fee.

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, including Exhibits “A” and may create new policies, procedures or guidelines (collectively, the “Policies”) or amend current Policies (collectively, the “Updates”), and 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 and all Policies and Updates then posted on Company’s Contractor website. 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.

## **CONDITIONS AND PROCEDURES**

You must at all times continue to satisfy and comply with the Company's conditions and procedures (the "Conditions and Procedures") and the requirements in this Agreement, as amended from time to time. The Conditions and Procedures are available on the A&M Phlebotomy Service Website and are hereby made part of this Agreement and incorporated by reference herein, as they may be amended from time to time.

In connection with the Conditions and Procedures, You hereby represent and warrant that the following are true as of the date You sign this Agreement, and shall be true throughout the Term of this Agreement:

You are not (and have no basis to believe you will or should be) excluded, debarred, or ineligible under any Federal or state program including, without limitation, Federal healthcare programs, and You are not listed on the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities

You have not been convicted of, nor do You have any basis to believe that any proceedings are pending against You which might result in Your conviction of, any felony, or any misdemeanor involving fraud, dishonesty, moral turpitude, embezzlement, data privacy, data security, or the provision of health care services or supplies

You possess all required licenses and certifications for all Phlebotomy Services You may provide in accordance with the requirements of the A&M Phlebotomy Service Registered Providers and Laboratories, which have been maintained as current and valid, and which have not been suspended, restricted, revoked or terminated in any way, and you are not under investigation by any licensing or certification authorities

You have received, and have maintained current documentation of all immunizations, vaccines and testing required to provide the Phlebotomy Services You may provide

You are free to enter into this Agreement, have done so voluntarily, and are not bound by any agreement which would prohibit or interfere with Your performance of this Agreement or Your ability to provide Phlebotomy Services

This Agreement shall constitute Your valid and binding obligation, enforceable against and binding upon You in accordance with its terms.

## **PROPRIETARY AND CONFIDENTIAL INFORMATION.**

All Proprietary and Confidential Information that You receive from the Company shall remain the property of the Company, shall be treated with the same degree of care with which You treat Your own

proprietary and confidential information (no less than a reasonable degree of care), and shall not be disclosed to third parties except with the prior written consent of the Company. In the event any disclosure of Confidential or Proprietary Information is required by law or legal process, You will notify the Company so that the Company may file opposition to the disclosure. For purposes of this Agreement, "Proprietary or Confidential Information" shall include, but shall not be limited to, business methods, processes, formulas, trade secrets, protocols, techniques, inventions (whether or not patentable), and know-how. The terms of this Agreement shall be given the same confidential treatment as Proprietary or Confidential Information. Upon termination of this Agreement, You will return all Proprietary or Confidential Information provided in written form, to the extent feasible, upon request by the Company. If any Proprietary or Confidential Information is retained by you, the ownership and confidentiality obligations of this Agreement shall survive the termination of this Agreement. Your failure to fulfill these obligations is grounds for termination of this Agreement by the Company, without prior notice to You.

#### **PATIENT DATA.**

The clinical records, the personal information of patients and all other information relating to the laboratory tests and the Services, that you receive when completing Requests (the "Patient Data"), are strictly confidential. You agree not to: (i) use or disclose Patient Data for any purpose except those related to this Agreement; or (ii) provide Patient Data to any third party, except as provided by applicable laws including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its regulations, each as may be amended from time to time ("HIPAA"), and applicable state privacy laws and regulations. You understand and agree that You are solely responsible and liable for, and expressly assume the risk of, safeguarding and maintaining and ensuring the confidentiality and integrity of all Patient Data You receive. Your unauthorized use of the Patient Data or failure to keep Patient Data secure and confidential is grounds for termination of this Agreement by the Company without prior notice to you.

#### **TERM AND TERMINATION OF THIS AGREEMENT.**

The term of this Agreement (the "Term") shall commence upon Your signature of this Agreement. Either Party may terminate this Agreement for any reason, with or without cause, upon providing written notice to the other Party; provided, however, that the Company may terminate this Agreement effective immediately and without notice to You in the event of any material breach of this Agreement by You or any occurrence described in this Agreement as grounds for termination without prior notice. Upon the termination of this Agreement, You shall work with the Company in good faith to complete any Requests in process or already accepted by You prior to the termination as more specifically provided in the Conditions and Procedures. You will have no right to any compensation other than compensation for work that You have already satisfactorily completed, and for which You have not yet been paid, at the time such termination takes effect.

## **DAMAGES; INDEMNIFICATION.**

The Company shall not be liable to You for any indirect, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury, property damage, or privacy damages, even if advised of the potential of such damages. The Company shall not be liable for any damages, losses or liability incurred that arise out of: (i) Your ability or inability to use or access the Services; (ii) any transaction or relationship between You and any third parties, including any A&M Phlebotomy Service Registered Labs, or any A&M Phlebotomy Service - Registered Providers. In no event shall the Company's total liability to You in connection with this Agreement exceed the greater of the total Fees paid to You for the immediately preceding six (6) months or \$500. You hereby agree to indemnify, defend and hold harmless the Company, its affiliates under common ownership and control, and each of their officers, directors, employees and agents, from any and all liabilities, claims, damages, demands, losses, and expenses (including reasonable attorney's fees) relating to: (i) Your breach or violation of any terms of this Agreement; (ii) the conduct or actions of any A&M Phlebotomy Service Registered Phlebotomists, A&M Phlebotomy Service Registered Providers or A&M Phlebotomy Service Registered Labs, or any of their patients or other third parties, pursuant to any Services You provided or failed to provide; or (iii) Your acts or omissions relating to any third parties, including without limitation, A&M Phlebotomy Service Registered Labs, A&M Phlebotomy Service Registered Providers, A&M Phlebotomy Service Registered Phlebotomists or any patients.

Any dispute, controversy or claim between the Parties arising out of or relating to the Agreement or the Services shall be settled through binding arbitration under the Commercial Arbitration Rules then in effect of the American Arbitration Association. The arbitration shall be held in Fort Lauderdale, Florida, before a single arbitrator, and shall be confidential. The arbitrator may award relief only to You or the Company, and only in Your or its individual capacity. Each Party retains the right to seek an injunction or other relief in a court of competent jurisdiction in Fort Lauderdale, Florida, to the extent the arbitrator lacks the authority to grant such relief. Any and all disputes between You and the A&M Phlebotomy Service Registered Providers, the A&M Phlebotomy Service Registered Labs, and any other third parties that do not involve the Company, shall not be handled by this dispute resolution process, and the Company shall not bear any cost, expense or responsibility for facilitating or participating in such disputes.

YOU AND THE COMPANY HEREBY AGREE THAT YOU AND THE COMPANY MAY ONLY BRING CLAIMS AGAINST ONE ANOTHER IN YOUR OR ITS INDIVIDUAL CAPACITY, AND UNLESS YOU AND THE COMPANY AGREE OTHERWISE IN WRITING, NOT AS A PLAINTIFF OR CLASS MEMBER FOR ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING, WITHOUT LIMITATION, THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED TO YOU. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON OR ENTITY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE, CLASS OR CONSOLIDATED PROCEEDING.

If any of the representations and warranties above become incorrect, or in any way false or misleading, You shall immediately notify the Company and provide the Company with any and all further information it may request. To ensure Your compliance with all applicable legal requirements, You agree to keep and maintain all required licenses and certifications valid, current, renewed and in full force and effect, and shall provide copies of such licenses and certifications to the Company as You cause them to be renewed and upon request by the Company. You further authorize the Company to from time to time, in the Company's sole discretion, review and verify any and all such representations, licenses and certifications with third parties. Your failure to comply with any of these requirements is grounds for termination of this Agreement by A&M Phlebotomy Service, without prior notice to You.

NAME: \_\_\_\_\_

Date: \_\_\_\_\_