



EHC Consulting, LLC Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made this date _____ between EHC Consulting, LLC, a Colorado Limited Liability Company (hereinafter referred to as “EHC,LLC”) and _____ (Trade Name or LLC) hereinafter referred to as contractor”).

EHC, LLC and Contractor agree as follows:

Work To Be Performed.

Contractor will provide healthcare training described in Exhibit A, attached hereto, work that requires special or unique skill, expertise, acumen, or talent possessed by the Contractor. Additionally, within 3 days after completing instruction in each training class, course, or session described in Exhibit A, Contractor will provide to EHC, LLC copies of all attendance records from the training class, course, or session, tests completed by the training class, course or session’s attendees, and certificates or completion cards provided to the attendees to signify their certification in, recertification in, or successful completion of training. Contractor shall ensure that the employee or individual providing the healthcare training under this Agreement has the necessary credentials and certifications from the third- party creator and/or licensor of the curriculum to be taught.

In performing the work described in this Agreement, Contractor must meet specifications and standards set out by third-parties, that supply curriculum for the specific healthcare training. Thus, by way of example, Contractor must provide healthcare training through those who possess the necessary instructor credentials.

The parties agree that the work to be performed by the Contractor is that normally performed by a specialist without supervision. The parties further agree that, although the work to be performed by the Contractor is necessary, it is not an integral part of EHC, LLC’s overall business. EHC, LLC may not require Contractor to perform, and Contractor is not obligated to perform, any work or projects other than the work described in Exhibit A, without the parties entering into another, separate Independent Contractor Agreement, in writing (in the format of this Agreement or otherwise). Although the parties have agreed that the work to be performed by Contractor shall meet the plans, specifications, and certification requirements set by the third-party that created and/or licenses the curriculum (e.g., the American Heart Association or the Emergency Nurses Association), as communicated by EHC, LLC, and within deadlines set by EHC, LLC, Contractor shall be free from the control, direction, oversight, and instruction of EHC, LLC in the actual performance of this work. Methods and routines, if any, are left entirely to the Contractor. EHC, LLC shall not dictate the time of Contractor’s performance, work schedule or the days or number of hours of work to be performed by Contractor, all of which shall be left to the discretion of Contractor. By signing this Agreement, Contractor represents that he/she is customarily engaged in an independent trade, occupation, profession, or business related to the work to be performed under this Agreement. Contractor is obligated to obtain, maintain, and retain for Contractor and any of its employees to perform work under this Agreement, the credentials and/or certifications necessary to perform the work.

Training courses, classes, and sessions are conducted according to EHC, LLC’s customer’s needs. Contractor has sole discretion to agree or decline to provide instruction for any particular course, class, or session. As such, EHC, LLC does not guarantee Contractor any maximum or minimum number of courses, classes, or sessions. However, that if Contractor commits to provide instruction for a particular course, class, or session on a particular date or at a particular time, Contractor shall be responsible for providing such instruction.

EHC Consulting, LLC

151 Summer St: PO BOX 1287

Morrison, CO 80465

303-947-6186

Eric@EHCconsulting.net

Version 5.0-20210118



EHC Consulting, LLC Independent Contractor Agreement

Training Class Logistics.

Contractor must arrange to provide the healthcare training classes and sessions described in Exhibit A at times convenient for attendees / facilities hosting the course..

Contractor must verify that the provision of adequate facilities and space to perform the work described in this Agreement has been met. Oftentimes, EHC, LLC's customers will have facilities and space available for training classes and sessions.

EHC,LLC may provide plans and specifications regarding the work but does not oversee the actual work or instruct the individual as to how the work will be performed;

Expenses.

EHC, LLC shall not be liable to Contractor for, and shall not reimburse Contractor for any expenses paid or incurred by Contractor as a result of the work or of this Agreement. All compensation must be invoiced.

Material, Supplies, Equipment, and Tools.

Contractor shall supply all materials, supplies, equipment and tools required to accomplish the work agreed to be performed in accordance with this Agreement. Contractor shall maintain and repair Contractor's materials, supplies, equipment and tools. However, EHC, LLC may act as a conduit by providing training materials, such as mandatory testing materials and certificates of completion, required or furnished by the third-party creator or licensor of the curriculum to be taught.

Terms of Payment.

Contractor shall submit an invoice to EHC, LLC within 3 business days of the completion of any work provided under this agreement. EHC, LLC shall not dictate the amount of time spent by Contractor in the performance of this work. Except as dictated by the Third-Party who designates required course times and schedules. Contractor shall not receive a salary and compensation is provided via invoicing.

Trade Name / LLC

EHC, LLC will not remit payment to personal accounts. EHC, LLC requires that each contractor registers with their Secretary of State. Each contractor under this agreement must provide proof of their registered Trade name of LLC. <https://www.sos.state.co.us/biz/FileDoc.do>

Payroll Taxes.

Payroll taxes, including federal, state, and local taxes, shall not be withheld or paid by EHC, LLC on behalf of Contractor or for the employees of Contractor. Contractor acknowledges and agrees that Contractor is not an employee of EHC, LLC, and further agrees that Contractor shall not be treated as an employee for federal, state, or local tax purposes with respect to the services performed under this Agreement. Contractor shall be responsible to pay all federal and state taxes on payments earned under this Agreement, as mandated by law. Contractor will at all times (even after the termination of this agreement) indemnify EHC, LLC against any actual or asserted liability (including interest and penalties) incurred as a result of Contractor's failure to pay tax in connection with receipt of any payment received



EHC Consulting, LLC Independent Contractor Agreement

under this agreement. EHC, LLC shall issue a 1099 form, as mandated by law, to all Contractors who meet the requirements.

Fringe Benefits.

Contractor is not eligible for and shall not participate in any employer benefit of EHC, LLC, including pension, health, or other fringe benefits.

Workers' Compensation and Unemployment Compensation.

EHC, LLC shall not obtain workers' compensation insurance on behalf of Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning his/her/its business and employees. Likewise, Contractor shall not be entitled to, or eligible for, unemployment compensation as a result of Contractor's work for EHC, LLC, and EHC, LLC shall not provide unemployment compensation insurance on behalf of, or provide unemployment compensation benefits for, Contractor or the employees of Contractor. Contractor shall comply with the unemployment compensation law concerning his/her/its business and employees.

Liability Insurance.

In terms of respondeat superior and for the purposes of vicarious liability, contractor agrees that no such employer / employee relationship has been established. EHC, LLC strongly recommends establishing a LLC as well as obtaining and maintain contractor's own malpractice insurance.

Term & Termination.

The term of this Agreement shall commence on the Effective Date and terminate December 31st, two years from the Effective Date. (maximum 36 months). Either party may terminate this Agreement, effective immediately upon the giving of written notice of the termination, for cause. The grounds for cause shall include: violating the terms of the contract, failing to produce a result that meets the specifications of the contract or any act exposing the other party to liability of any kind, whatsoever.

Non-Discrimination.

It shall be the policy of EHC,LLC to provide equal opportunity to persons regardless of race, religion, age, sex, gender, disability or any other classification within federal, state, and local statutes, regulations, or ordinance.

Ineligible Provider.

Contractor represent and warrants to EHC,LLC that Contractor and Contractors representatives are not : currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42.U.S.C 1320A-7B-(f) (the "Federal Health Care Programs") and under investigation or otherwise aware of any circumstances which may result in Contractor or any Contractor's representative being excluded from participation in Federal Health Care Programs. This shall be an ongoing representation and warranty during the term of this agreement and Contractor shall immediately notify EHC,LLC of any change in the status of the representative and warranty set forth in this section. Any breach shall give EHC,LLC the right to terminate this agreement immediately for cause.

Non-Exclusivity.

The parties agree that Contractor is not required to work exclusively for EHC, LLC, and is free to work for competitors of EHC, LLC and others, if such work can be performed with Contractor's completion of the work under this Agreement, and in satisfaction of the plans and specifications for the work.



EHC Consulting, LLC Independent Contractor Agreement

Non-Compete.

Contractor agrees to enter into a non-compete agreement for the period of two years or the duration of this contract (whichever is greater) from the last class taught under this agreement by contractor at any given facility where EHC,LLC already holds a contract. Unless the Contractor is employed by the facility and is organizing the course as part of their job duties.

Non-Waiver.

The failure of either party to this Agreement to exercise any of his/her/its rights under this Agreement at any time does not constitute a breach of this entire Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

No Authority to Bind EHC, LLC.

Contractor has no authority to enter into contracts on behalf of EHC, LLC. This Agreement does not create a partnership between EHC, LLC and Contractor. EHC, LLC's business operations shall not be combined with the business of Contractor, but rather, shall be separate and distinct.

Compliance with Laws.

Contractor represents that he/she/it has complied with and will continue to comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

Notices.

Any notice given in connection with this Agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested.

Choice Of Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Colorado and any dispute arising under or related to this Agreement will be governed by the laws of the State of Colorado without regard to choose of law rules.

Waiver of Jury Trial.

EHC, LLC and Contractor knowingly and voluntarily waive any right which either or any of them will have to receive a trial by jury with respect to any claims, controversies, or disputes which arise out of or relate to this Agreement or work described in this Agreement.

Interpretation of Agreement.

The headings in this Agreement are for convenience only, and will not limit, be used to interpret, or otherwise affect the provisions of the Agreement.

Entire Agreement.

This is the entire Agreement between EHC, LLC and Contractor and cannot be changed or modified unless such change or modification is made in writing and signed by Contractor and an authorized representative of EHC, LLC. EHC, LLC and Contractor acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except for those expressed in this Agreement.

Knowing and Voluntary Agreement.

Contractor and EHC, LLC enter into this Agreement knowingly and not because of duress, coercion, or other improper influence. Contractor acknowledges that it had sufficient time and opportunity to consult



EHC Consulting, LLC Independent Contractor Agreement

with an attorney about the content of this Agreement and either consulted with an attorney before signing this Agreement or chose not to consult with an attorney before signing this Agreement.

Severability. If any clause or provision in this Agreement becomes or is found to be illegal or unenforceable for any reason, such clause or provision must first be modified to the minimum extent necessary to make the balance of the section legal and enforceable, and EHC, LLC if necessary, second, severed from the remainder of the Agreement to allow the balance of the Agreement to remain in full force and effect.

- Advanced Cardiac Life Support (ACLS) Course
Contractor must use the American Heart Association (AHA) curriculum for and must comply with the AHA's requirements for teaching ACLS. Additionally, Contractor must be qualified by the AHA as an ACLS Instructor at the time that Contractor teaches the course.
- Pediatric Advanced Life Support (PALS) Course
Contractor must use the AHA curriculum for and must comply with the AHA's requirements for teaching PALS. Additionally, Contractor must be qualified by the AHA as a PALS Instructor at the time that Contractor teaches the course.
- Basic Life Support (BLS) Course
Contractor must use the AHA curriculum for and must comply with the AHA's requirements for teaching BLS. Additionally, Contractor must be qualified by the AHA as a BLS Instructor at the time that Contractor teaches the course.
- Trauma Nursing Core Course
Contractor must use the curriculum developed, approved, and published by the Emergency Nurses Association (ENA) for and comply with the ENA's requirements and standards for teaching TNCC courses. Additionally, Contractor must be fully qualified by the ENA as an Instructor in the disciplines of TNCC at the time that Contractor teaches the course.
- Emergency Nursing Pediatric Course (ENPC)
Contractor must use the curriculum developed, approved, and published by the Emergency Nurses Association (ENA) for and comply with the ENA's requirements and standards for teaching ENPC courses. Additionally, Contractor must be fully qualified by the ENA as an Instructor in the disciplines of TNCC and/ or ENPC at the time that Contractor teaches the course.



EHC Consulting, LLC Independent Contractor Agreement

EHC Consulting, LLC and Contractor hereby acknowledge that the Contractor is independent of EHC,LLC and nothing in this agreement shall be deemed to create employment, joint venture or agency between the parties.

Initial next to each bullet point.

Initial		I acknowledge that I am an Independent Contractor and not an employee of EHC,LLC
Initial		I have read Colorado Revised Statute 8-40-202(2) and I agree that I am free from control and direction in the performance of these services https://cdle.colorado.gov/sites/cdle/files/WC_ACT_2019_print.pdf
Initial		I acknowledge that I can provide similar services to any other organization except as noted under the Non-Compete and that this agreement in no way prevents me from doing so.
Initial		I acknowledge that although I am supplied with a schedule required by the third-party owner of these courses and I am free to disseminate and carry out my work in accordance with my instructor status.
Initial		I acknowledge I will invoice EHC Consulting, LLC for my agreed upon work and contracted rate in order to receive payment.
Initial		I acknowledge that I required to register with the secretary of state and that I need to provide proof of a registered Trade Name or LLC in order to submit invoices.
Initial		I acknowledge that training in order to meet the required standards for this (these) course(s) is provided through updates from the owner(s) of the course.
Initial		I acknowledge that I am responsible for my own taxes and EHC, LLC does not withhold State or Federal taxes of any kind from my compensation.
Initial		I acknowledge that I cannot seek unemployment in the event of a contract termination or dispute.
Initial		I acknowledge that I cannot receive workers compensation benefits in relation to these teaching activities.

IN WITNESS THEREOF, and intending to be legally bound, the parties have executed this Waiver and Release Agreement to be effective on the date indicated below. Each signature may be notarized separately.

EHC Consulting, LLC			Trade Name/LLC	
Signature			Signature	
Name			Name	
Title			Title	
Effective Date			Today's Date	
NOTARY			NOTARY	

EHC Consulting, LLC

151 Summer St: PO BOX 1287

Morrison, CO 80465

303-947-6186

Eric@EHCconsulting.net

Version 5.0-20210118