

## **INDEPENDENT CONTRACT AGREEMENT**

**I.** This Independent Contractor Agreement which begins \_\_\_\_\_ and concludes on December 31, 2013 is made by and between the UCH-MHS and \_\_\_\_\_

- UCH-MHS desires to engage \_\_\_\_\_ to render services as specified in this Agreement.
- \_\_\_\_\_ is not currently an employee of the UCH-MHS.
- The parties deem it expedient to formalize this procedure by a written Agreement.
- \_\_\_\_\_ is fully qualified in skills and is fully capable to perform the required services.
- \_\_\_\_\_ will report to the Colorado SANE SAFE Project Manager, as the authorized representative for the organization.

### **II. SERVICES TO BE PERFORMED**

\_\_\_\_\_ agrees to be accountable to the following responsibilities

1. Meet with Colorado SANE SAFE Project Manager and other designees to clearly define scope of the project and outline specific timeline.
2. Appear as a simulated patient and Gynecological Teaching Associate (GTA) in simulated as precepted patient experience.
3. Play the part of a sexual assault patient being medically interviewed by the assigned nurse on agreed upon dates.
4. Play the part of a sexual assault patient having a medical forensic examination completed by the assigned nurse on agreed upon dates.
5. Understands that your body will be examined during the simulated experience, including the ano-genital examination.
6. Maintains communication with Colorado SANE SAFE Project Manager and/or other designees identified regarding input/status of project.

\_\_\_\_\_ understands that the following will occur during every simulation training:

1. An experienced instructor will be present when examinations are performed;
2. The student will be given the proper instruction by the instructor prior to attempting an examination techniques

\_\_\_\_\_ understands that the following risks are associated with the duties being performed under this contract:

1. Possible acquisition of a genital injury such as a small tear or abrasion to the genital tissue;
2. Possible irritation to the genital tissue from examination practices;

### **III. INDEMNIFICATION**

\_\_\_\_\_ agrees to indemnify and hold UCH-MHS and its employees or agents harmless from any and all suits, claims, damages, costs, and expenses of every kind and nature which may or might be asserted against UCH-MHS and its employees or agents by another or others resulting directly or indirectly from the acts or omissions by \_\_\_\_\_.

#### **IV. COMPENSATION**

1. UCH-MHS shall pay \_\_\_\_\_ a fee of \$300/8 hour day for the work.
2. \_\_\_\_\_ will bill the UCH-MHS at c/o Colorado SANE SAFE Project Manager 1400 East Boulder Street, Colorado Springs, CO 80909, as outlined above. Payments to \_\_\_\_\_ will be made within 30 days of UCH-MHS's receipt of the referenced invoice.

#### **V. TERMINATION**

- A. If UCH-MHS determines that \_\_\_\_\_ has failed to fulfill in a satisfactory manner the obligation under this Agreement, or if \_\_\_\_\_ violates any of the stipulations of this Agreement, UCH-MHS shall thereupon have the right to terminate this Agreement by giving at least thirty (30) days advance written notice of such termination to \_\_\_\_\_ and specifying the effective date. If the Agreement is terminated by UCH-MHS, \_\_\_\_\_ will be paid for all hours worked and documented up until that point for responsibilities satisfactorily completed.
- B. If, for any reason, \_\_\_\_\_ may wish to terminate this Agreement, \_\_\_\_\_ may do so by giving a month's (30 days) written notice to that effect to UCH-MHS.

#### **VI. CONFIDENTIALITY**

During the course of performance hereunder, both parties, through their respective agents, employees, or other individuals providing services on their behalf, may receive information regarding the other party's business practices, employees or agents, as well as private information regarding patients or their medical condition, all of which is highly confidential and proprietary information. The parties agree to use reasonable efforts to maintain the confidentiality of such information. Both parties recognize and agree that all such confidential information is and shall continue to be the exclusive property of the other party and further agree that they will not directly use, disseminate, disclose or otherwise reveal any confidential information or materials to any third party except as permitted by this Contract or as required by law (after reasonable notice to the other party). The foregoing provisions shall not apply to information that is (a) already known to the party; (b) is already in the public domain at the time of disclosure or becomes available to the public through no wrongful act by a party; (c) is received independently from a third party free to lawfully disclose such information to the receiving party; or (d) is subsequently independently developed by the receiving party without reference to the disclosing party's confidential information.

#### **VII. DISPUTE RESOLUTION**

At the written request of either party, the parties will attempt to resolve any dispute arising under or relating to this Agreement through informal means. If necessary, each party will select a senior management representative who does not devote substantially all of his or her time to performance of this Contract. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will use commercially reasonable efforts to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution, including formal mediation, arbitration, or legal action, may not be commenced until the earlier of: (i) the designated representatives conclude that resolution through continued negotiation does not appear likely; or (ii) thirty (30) days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to apply for interim or equitable relief.

## **VIII. CERTIFICATION BY INDEPENDENT CONTRACTOR:**

I hereby certify that I am entitled to claim independent contractor status and that I have complied with all business licensing requirements. I certify that I pay my own federal, state, and city income/social security and other taxes in accordance with estimated tax payment requirements. I acknowledge that, as an independent contractor, I am not eligible for workers compensation, unemployment compensation or other UCH-MHS employee benefits. I understand that the UCH-MHS will issue an IRS Form 1099-MISC to independent contractors who received \$600 or more in remuneration during a calendar year. I acknowledge that providing false information will result in my not being eligible to contract with the UCH-MHS in the future and may result in penalties.

## **IX. INSURANCE**

No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by UCH-MHS on account of Independent Contractor or Independent Contractor's employees. Independent Contractor shall at its own expense maintain insurance as is reasonable and necessary to insure the respective party against any claim for damages out of the performance of the Contract.

## **X. COMPLIANCE WITH C.R.S. SEC. 8-17.5-101**

Pursuant to Colorado Revised Statutes Section 8-17.5-101, Vendor certifies that Vendor shall comply with the provisions of C.R.S. Sec. 8-17.5-101 et seq. Vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a sub contractor that works on behalf of Vendor that fails to certify to Vendor that the sub contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Vendor represents, warrants, and agrees that it (i) has confirmed that it does not employ any illegal aliens, either through participation in the eVerify program administered by the Social Security Administration and Department of Homeland Security or by means of the Department of Labor program, and (ii) otherwise will comply with the requirements of C.R.S. Sec. 8-17.5-102(2)(b). Vendor shall comply with all reasonable requests made in the course of an investigation under C.R.S. Sec. 8-17.5-102 by the Colorado Department of Labor and Employment. If Vendor fails to comply with any requirement of this provision or C.R.S. Sec. 8-17.5-101 et seq., Memorial may terminate this contract for breach.

## **XI. FEDERAL PROGRAM PARTICIPATION**

Vendor represents and warrants to Memorial as of the Effective Date of this Agreement, and covenants that during the Term of this Agreement, neither Vendor nor any of Vendor Agents providing Services under this Agreement are excluded from participation in any federal health care Program, as defined under 42 U.S.C. §1320a-7b(f), for the provision of items or services for which payment may be made under such federal health care Programs ("Exclusion"). Vendor will notify Memorial within two business days of any such Exclusion. In addition to all other remedies, Memorial may immediately terminate this Agreement upon the Exclusion of Vendor or any of Vendor Agents.

## **XII. GOVERNING LAW**

This contract, and all matters relating to it shall be governed by the laws, rules and regulations of the State of Colorado (hereinafter "Colorado law"), as are now in effect or as may be later amended or modified, without reference to the choice of law rules on any state. In the event that any provision of this contract conflicts with or is inconsistent with Colorado law, the provisions of Colorado law shall govern and supersede. This contract, and all matters relating to it shall be

enforced in, and all parties do now submit to, the exclusive jurisdiction and venue of any court having subject matter jurisdiction located in the City Colorado Spring and County of El Paso, State of Colorado, or in the United States District Court for the District of Colorado, in the event of any litigation concerning this contract and regardless of where this contract may be executed. Each party consents to and agrees to file a general appearance in the event that it receives service of process.

**XIII. WAIVER**

No waiver of any term or condition of this contract shall be deemed to be a subsequent waiver of any other term or condition. No delay or failure of a party to the contract to exercise a right under the contract shall constitute a waiver or abandonment of that right. To be effective and binding on a party, a waiver must be in writing and signed by that party.

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Independent Consultant

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UCH-MHS