



Independent Contractor Agreement

This Independent Contractor Agreement (the “Agreement”) is made and entered into as of the Month of _____, Day of _____, 20____, by and between Secure Nursing Care LLC (“Secure Nursing Care LLC”), having its principal place of business 161 Commerce Street Batesville, MS 38606, and, an independent contractor nurse (“Contractor”), home residence address _____.

Whereas, a Contractor is a licensed professional nurse/ certified nursing assistant engaged in the business of providing skilled professional nursing services; and unskilled services.

Whereas, Secure Nursing Care LLC operates a nurse staffing business whereby it contracts with various hospitals, healthcare institutions, corporations, firms, and individuals (collectively, “Clients”) to provide the availability of licensed professional nurses to such Clients.

Whereas, Secure Nursing Care LLC wishes to engage a Contractor as an independent contractor to be available to provide skilled professional nursing services to such third-party Clients of Secure Nursing Care LLC .

Whereas the Contractor wishes to provide such skilled professional nursing services on an independent contractor basis to Clients of Secure Nursing Care LLC . Now, therefore, in consideration of the foregoing and the mutual promises and agreements contained herein, the sufficiency of which is hereby expressly acknowledged, Secure Nursing Care LLC and Contractor agree as follows:

1. Appointment as Independent Contractor.

Secure Nursing Care LLC hereby appoints Contractor, and Contractor hereby accepts such appointment, as an independent contractor to provide skilled professional nursing services and any other related health care services mutually agreed upon by the parties within the background, experience, and competence of Contractor (the “Services”) to Clients of Secure Nursing Care LLC.

As an independent contractor, Contractor shall determine, according to his/her professional judgment, expertise, and discretion, his/her own method of operation and the manner, order, and sequence in which the Services will be performed for the Client(s), and shall (a) complete all such Service; in a professional manner consistent with applicable medical practices and procedures, clinical guidelines, and legal and ethical considerations, as well as consistent with Secure Nursing Care LLC and/or the Client’s standards and specifications, and (b) within a reasonable period of time, comply with any requests concerning the performance of the Services to Secure Nursing Care’s Satisfaction. It is expressly understood that any such requests are for the sole purpose of performing the specific Services requested to ensure satisfactory completion of same, and are not intended to amend or alter this Agreement in whole or part.

2. Description of Contractor Services and Process for Delivery of Same

- a. Secure Nursing Care LLC will provide to the Contractor, and the Contractor must fully, accurately, and truthfully complete, appropriate forms to document education, licensure, knowledge, skills, and experience, so that Secure Nursing Care LLC may (i) verify the Contractor’s background and credentials and (ii) offer Contractor projects within Contractor’s specific nursing skills and experience.

- b. Secure Nursing Care LLC will, from time to time and depending upon the general needs of its business and the specific needs of its clients, offer the Contractor the opportunity, on an independent contractor basis, to supply Services to one or more of its clients, whenever such Clients require, provided that (i) the Contractor agrees to provide his/her nursing services to such Client(s) and (ii) Contractor is professionally competent and experienced regarding the specific nursing services needed by the Client(s).
- c. Secure Nursing Care LLC and Contractor shall mutually agree upon the quantity and nature of the Services to be provided by Contractor to Client(s) on a daily, weekly, or monthly basis depending upon the requirements of Secure Nursing Care LLC Clients and Contractor's availability and desired work volume. Subject to the Contractor's contractual obligations to other individuals and/or entities, which the Contractor is expressly permitted to make pursuant to the non-exclusivity provision set forth below, the Contractor agrees to make available, for the duration of this Agreement, his/her professional nursing services to Secure Nursing Care LLC Clients, in increments of not less than four hours and not more than 16 hours per day, at any Client locations agreed to by Contractor.
- d. When the Contractor agrees to provide his/her skilled professional nursing services to a Client of Secure Nursing Care LLC, Contractor is bound by this Agreement to provide such Services. Should the Contractor be unable to fulfill his/her obligation to a client on a the specific occasion, the Contractor must notify Secure Nursing Care LLC not less than three hours prior to the beginning of the time the Contractor agreed to provide the services, so that Secure Nursing Care LLC may arrange for another independent contractor nurse to provide Services to the Client. In the event that the Contractor fails to appear to provide nursing services to a client on an agreed occasion and fails to notify Secure Nursing Care LLC at least three hours before his/her agreed starting time, Secure Nursing Care LLC shall have the option of immediately terminating this Agreement, in its sole discretion and without regard to the circumstances or reason resulting in the Contractor's failure to appear and provide the services.
- e. While the Contractor is performing Services for a Client of Secure Nursing Care LLC, The contractor is representing himself/herself as an independent contractor and shall utilize his/her own independent professional judgment and expertise as a licensed and qualified professional nurse. This skilled professional judgment is the sole discretion of the Contractor, and includes all routines, practices, and subjective decisions necessary to comply with appropriate medical standards and fulfill the Services desired by the Client. In so doing, the Contractor acknowledges that he/she is responsible for complying with the policies and procedures of the Client, as set forth by the Joint Commission on Accreditation of Hospitals, and the State Board of Nursing in the state in which he/she is working.
- f. Secure Nursing Care LLC shall have no right to, and shall not, direct, supervise, or control, nor be responsible for the direction, supervision, or control of the contractor while the Contractor is performing Services, either as to the methods, manner, or nature of Services or the result to be accomplished.
- g. Contractor is not, and will not under any circumstances act as, an employee or agent of Secure Nursing Care LLC.
- h. Contractor is and at all times shall remain solely responsible for his/he professional training, maintaining his/ her nursing license(s), a complying with any continuing education requirements set forth by the State Board of Nursing in the state(s) of his/her licensure(s), as well as all costs and fees of such training, education, and licenses.
- i. The contractor is responsible for furnishing his/her own uniforms, instruments, tools, transportation, and written professional materials required in the practice of professional nursing.
- j. Any Client of Secure Nursing Care LLC to whom the Contractor provides skilled professional nursing

services pursuant to this Agreement has the authority to prohibit the Contractor from working in its facility if Client determines, in its sole discretion, that Contractor is unfit or the services rendered by the Contractor are deemed to be unsatisfactory. In such event, Secure Nursing Care LLC has the right to terminate this Agreement immediately. Contractor shall be entitled to compensation from Secure Nursing Care LLC, however, for the services actually provided to the Client.

3. **Compensation.**

a. **Rates.**

Secure Nursing Care LLC shall pay to Contractor, for all properly documented and invoiced Services performed by the Contractor under this Agreement. The contractor understands and agrees that, as an independent contractor and not an employee of Secure Nursing Care LLC or its Clients. This compensation represents the sum total of the Contractor's compensation under this Agreement. Contractor shall not be eligible for, nor receive, any other type of compensation under this Agreement, nor shall the Contractor be eligible to participate in any fringe benefit program that Secure Nursing Care LLC or its Clients may sponsor, provide, or offer to employees.

b. **Processing of Contractor's Invoices.**

The contractor shall invoice Secure Nursing Care LLC weekly for his/her Services. Such invoices are due to Secure Nursing Care LLC by 10:00 noon each Monday for all Services rendered during the preceding week. Secure Nursing Care LLC shall process the Contractor's invoices and make payment on a weekly basis. If the Contractor submits an invoice late, Secure Nursing Care LLC may, at its election, not pay such invoice until its next regularly scheduled weekly payment of accrued invoices. The contractor understands and agrees that a failure to submit timely invoices creates additional processing expenses for Secure Nursing Care LLC and that, therefore, Secure Nursing Care LLC may deduct from payment of the Contractor's invoice(s) a reasonable administrative processing fee if the Contractor is late in submitting invoices on three or more occasions in any twelve-month period.

4. **Term.**

This Agreement shall continue in full force and effect for a period of one year from the effective date set forth above. The Agreement shall automatically renew from year to year thereafter unless either party to the Agreement gives written notice of termination of the Agreement to the other party at least 30 days prior to the end of any one-year term, initial, or renewal. By mutual agreement of the parties, the Contractor's fees may be re-bid and renegotiated at the end of any one-year term of the Agreement. Any such agreed renegotiation of the Contractor's fees must be reduced to writing, dated, signed by the Contractor and the President of Secure Nursing Care LLC, and attached to this Agreement as "Exhibit A" to be effective.

5. **Notice of Termination.**

In addition to the other circumstances allowing or requiring termination of this Agreement as set forth herein, either Secure Nursing Care LLC or Contractor may terminate this Agreement at any time and for any or no reason by giving written notice to the other party at least 30 days in advance of the intended termination date. The contractor understands that during the 30-day period, he/she can be considered inactive. The notice period may be waived by Secure Nursing Care LLC in the event that (a) Contractor is the party giving notice or (b) Secure Nursing Care LLC is terminating the Agreement because (i) Contractor failed to perform the Services to Secure Nursing Care LLC or the Client's satisfaction or (ii) Contractor failed to maintain his/her nursing license in good standing in the state in which Services were being performed.

6. **Independent Contractor Relationship.**

It is expressly understood that the Contractor is and shall at all times remain an independent contractor responsible for his/her own actions and/or those of his/her employees, if any. The contractor shall enjoy all rights and privileges of, and be obligated and responsible to Secure Nursing Care LLC for all duties normally assumed or incurred by those commonly referred to, accepted as, and holding themselves out to the

public as, independent contractors in commerce and general business. Nothing contained in this Agreement shall be construed to make Contractor an employee or agent of Secure Nursing Care LLC or its Clients, nor shall any agent, employee, or servant of Contractor be deemed to be an employee, agent, or servant of Secure Nursing Care LLC or its Clients. Neither party shall have any authority to bind the other in any respect. Secure Nursing Care LLC is interested in the results obtained under this Agreement, and accordingly, the manner and means of conducting the work of Contractor are within Contractor's independent professional judgment and control.

7. **Disclaimer of Benefits.** The contractor understands and agrees that none of the compensation and benefits provided by Secure Nursing Care LLC to its employees, including but not limited to salary, wages, overtime, group health insurance, group life insurance, any other insurance of any nature whatsoever, unemployment, and workers' compensation contributions, pension plan contributions, or any other benefits, shall be available to Contractor or any person whom Contractor may employ on his/her behalf.
8. **Non-exclusivity.** It is expressly understood and agreed that the Contractor is free to engage in other contracting, consulting, employment, or other independent business activities during the term of this Agreement; provided, however, that during the term of the Agreement, Contractor shall not engage in activities which interfere with Contractor's ability to perform the Services Contractor agrees to perform for Clients of Secure Nursing Care LLC under this Agreement, and provided further, that Contractor shall not engage in activities which would violate the reasonable non-disclosure, non-competition, and non-solicitation provisions set forth in paragraphs 12 and 13 of this Agreement. Conversely, Secure Nursing Care LLC shall have the right to appoint other independent contractors to perform Services as Secure Nursing Care LLC deems necessary and appropriate.
9. **Notice of Tax Responsibility.** It is acknowledged and agreed that each party to this Agreement shall remain an independent contractor responsible for his/her/its own actions, Secure Nursing Care LLC cannot treat the Contractor as an employee for employment tax purposes. Secure Nursing Care LLC hereby notifies Contractor that no provision will be made in Contractor's name for the withholding of any local, state, or federal income tax, for the withholding of Social Security taxes, unemployment compensation premiums, workers' compensation premiums, or for any other local, state, or federal employment-related tax. Therefore, the Contractor acknowledges and agrees that he/she bears individual responsibility for all of the Contractor's and Contractor's employees' (if any) employment taxes, including, without limitation, the federal self-employment tax and withholding for local, state, and federal income taxes and Social Security. Secure Nursing Care LLC shall be responsible only for issuing an IRS Form 1099 on an annual basis. The contractor shall complete and provide to Secure Nursing Care LLC an IRS Form W-9 (Request for Taxpayer Identification Number and Certification) so that Secure Nursing Care LLC may properly issue the Contractor's IRS Form 1099.
10. **Indemnification.** The contractor agrees to indemnify and hold harmless Secure Nursing Care LLC against (a) any and all liabilities, losses, claims, or actions arising from damage or injury to persons, including workers' compensation claims, or property caused by or sustained in connection with Contractor's performance of Services under this Agreement, and (b) any tax liabilities, together with any interest or penalties assessed thereon, which Contractor, Secure Nursing Care LLC, and/or any Client of Secure Nursing Care LLC may be assessed by the U.S. Internal Revenue Service or any state or local department of taxation arising from payments made to Contractor pursuant to this Agreement.
11. **Insurance.** The contractor shall be responsible for obtaining his/her own professional liability insurance, at Contractor's own expense, in coverage amounts to no less than One million dollars (\$1,000,000) per person and Three million dollars (\$3,000,000) in the aggregate. The contractor shall also be responsible for obtaining his/her own general liability insurance, at the Contractor's own expense, in-appropriate coverage amounts. The contractor further understands and acknowledges that because he/she is an independent

contractor, not an employee of Secure Nursing Care LLC, the Contractor is not covered by Mississippi, Tennessee, or any other state's workers' compensation insurance through Secure Nursing Care LLC.

12. **Non-Disclosure Covenant.** In connection with his/her engagement to provide services under this Agreement, Contractor may learn trade secrets and confidential information of Secure Nursing Care LLC or its Clients, including but not limited to information relating to client lists, business plans, processes, services, research, and development, financial and accounting data, pricing information, marketing plans, patents, trademarks, copyrights, ideas, trade secrets, know-how, and any other information now, previously, or hereafter used in or related to the business of Secure Nursing Care LLC and/or its Clients, and any information about Secure Nursing Care LLC business and/or its Clients, that is not known to the general public and which gives Secure Nursing Care LLC and/or its Clients an opportunity to obtain an advantage over competitors who do not know or use it (collectively, "Confidential Information"). The contractor acknowledges that Secure Nursing Care LLC and its Clients have invested substantial sums of money in the development of such Confidential Information. During and after the term of this Agreement, the Contractor covenants and agrees that it will not, directly or indirectly, disclose or communicate to any person or entity any Confidential Information of Secure Nursing Care LLC or its Clients. This non-disclosure covenant has no geographic or territorial restrictions or limitations and applies no matter where the Contractor may be located now or in the future.

The term "Confidential Information" shall not include information that (i) is or becomes generally available to the public, other than as a result of disclosure thereof by Contractor or any of his/her employees, agents, or other representatives, (ii) becomes available to Contractor on a non-confidential basis from a source (other than Secure Nursing Care LLC) which is not prohibited by a legal, contractual, or fiduciary obligation to Secure Nursing Care LLC from disclosing such Confidential Information to Contractor, (iii) was within the possession of Contractor prior to its being furnished by or on behalf of Secure Nursing Care LLC pursuant to this Agreement, or (iv) is required to be disclosed by Contractor by law, subpoena or other processes of law.

13. **Non-Competition/Non-Solicitation Covenant.** During the term of this Agreement and for a period of twelve (12) months after this Agreement expires or is terminated, by either party and for any reason, Contractor covenants and agrees that he/she shall not: (a) directly or indirectly solicit, market, or sell competitive services or products to any Client of Secure Nursing Care LLC to whom Contractor provided services during his/her engagement with Secure Nursing Care LLC; (b) solicit, market, or sell competitive services or products to any other Client of Secure Nursing Care LLC of whom Contractor learned while engaged by Secure Nursing Care LLC; and/or (c) solicit, directly or indirectly, any of Secure Nursing Care LLC employees.
14. **Injunctive Relief.** The contractor acknowledges and agrees that a breach of any covenant set forth in sections 12 or 13 above would result in irreparable injury, harm, and damage to Secure Nursing Care LLC for which Secure Nursing Care LLC would have no adequate remedy at law. The contractor therefore agrees that, in the event of any violation or breach of any provision of such sections, Secure Nursing Care LLC shall be entitled to an immediate injunction and restraining order to prevent such violation or continuing violation, without having to prove damages, and that any such violation may be enjoined through proper action filed in a court of competent jurisdiction. This remedy is in addition to, and not in lieu of, any other remedies to which Secure Nursing Care LLC may be entitled.
15. **Assignment of Patents, Trademarks, Etc.** The contractor agrees that it will immediately notify Secure Nursing Care LLC about, and assign, transfer, and set over to the exclusive benefit of Secure Nursing Care LLC, any patent, trademark, copyright, invention, product design, work of authorship, product improvement, or technological innovation which Contractor conceives, develops, creates, obtains, or learns, in whole or in part, while engaged by Secure Nursing Care LLC; and Contractor agrees upon request to, without additional compensation but at no expense to Contractor, execute and assent to any application, as-

signment, license, or other legal documents necessary for Secure Nursing Care LLC to enjoy fully all rights assigned under this Agreement.

16. **Representations and Warranties of Contractor.** The contractor represents and warrants that his/her acceptance and execution of this Agreement and the performance of the services contemplated herein will not conflict with or violate any provision of any agreement to which the Contractor may be a party, require the Contractor to obtain the consent or approval of any federal, state, county, local, or other governmental or regulatory body, or violate any applicable law, regulation, rule, order, or decree of any government or governmental instrumentality or court.
17. **Sever-ability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect, Secure Nursing Care LLC and Contractor agree that such term or provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law.
18. **Entire Agreement.** This Agreement contains the entire agreement between Secure Nursing Care LLC and Contractor and completely supersedes any and all prior agreements, written or oral, between the parties. There are no agreements, representations, or warranties not set forth herein, and this Agreement cannot be waived, modified, or supplemented except by written agreement executed by the Contractor and the President of Secure Nursing Care LLC.
19. **No Assignment.** This Agreement is personal in nature and shall not be assignable or transferable by either party without the prior written consent of the other party, nor shall the Contractor's obligations be delegable without Secure Nursing Care LLC prior written approval.
20. **Waiver.** The waiver by either party of any breach of this Agreement shall not be construed as a waiver of any rights under this Agreement for any subsequent or continuing breach hereof.
21. **Governing Law, Forum Selection and Consent to Personal Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to its choice of law provisions. Secure Nursing Care LLC and Contractor hereby agree that any action to enforce any provision of this Agreement shall be brought only in a state or federal court located in or having jurisdiction over Panola County, Mississippi, and hereby consent to the jurisdiction of such courts.
22. **Certification.** The contractor certifies that he/she has read this Independent Contractor Agreement carefully and in its entirety, fully understands its terms, and freely, knowingly, and voluntarily enters into it.

CONTRACTOR:

Signature: _____

Date: _____

Print Name: _____

SECURE NURSING CARE LLC

Signature: _____

Date: _____

Print Name: Lee Garner III