

## NURSING SERVICES AGREEMENT

This Agreement made this 1st day of July, 2022 by and between **Hall County, Georgia**, a political subdivision of the State of Georgia ("County") and **Correctional Nursing Services, LLC**, a Georgia limited liability company ("Independent Contractor").

**WHEREAS**, the County operates the Hall County Jail and Detention Center (the "Detention Center"), and desires to services of qualified personnel to provide healthcare services to the inmates housed in the Detention Center from time to time; and

**WHEREAS**, Independent Contractor employs qualified, licensed nursing personnel, and provides healthcare services; and

**WHEREAS**, Independent Contractor agrees to supply said personnel to perform, from time to time, the services contracted for hereunder on behalf of the County; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties hereto, it is mutually agreed as follows:

- 1. Nursing Services.** Independent Contractor agrees to provide qualified, licensed personnel to perform nursing services and healthcare services for a base census count of approximately 1,100 inmates at the Detention Center. Independent Contractor shall manage labor, taxes, licenses, and insurance for all personnel supplied to the County to perform said Nursing Services.
- 2. Compensation.** Independent Contractor shall be compensated for providing the Nursing Services described in Paragraph 1 above pursuant to the Cost Schedule attached as **Exhibit "A"** hereto and incorporated herein by reference. The County is not responsible for any overtime pay in compensation for nursing services.
- 3. Term.** This Agreement shall be in effect beginning on July 1, 2022, and shall terminate on June 30, 2023.
- 4. Termination without Cause.** Without cause, either party may terminate this Agreement at any time upon ninety (90) days prior written notice. In such event, the Independent Contractor, if requested by the County, shall continue to render services, and shall be paid Base Compensation up to the date of termination. Independent Contractor shall receive no severance allowance in the event this Agreement is terminated.
- 5. Leave.** Independent Contractor shall give the County at least nine (9) days' notice prior to the intended absence of any personnel regularly scheduled to perform services hereunder whenever possible.
- 6. Independent Contractor.** Independent Contractor shall be and is an independent contractor, and it and its employee's are not employees of the County. Independent Contractor understands, acknowledges and agrees that the County would not contract with Independent Contractor for the services hereunder except as an independent contractor. Independent Contractor declares and warrants that it has complied 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. Independent Contractor

also understands, acknowledges and agrees that, as an independent contractor, Independent Contractor is not entitled to be treated as an employee with respect to its services performed hereunder for federal or state tax purposes, nor shall Independent Contractor participate in any employee fringe benefits, health benefits, vacations, holidays, employee welfare benefit plans, or employee retirement plans sponsored by the County. Independent Contractor shall not have the right, nor shall Independent Contractor represent to any person that it has any authority, to bind the County in any contractual manner.

7. **Taxes.** Payroll taxes, including federal, state, and local taxes shall not be withheld or paid by the County on behalf of Independent Contractor or for the employees of Independent Contractor. Independent Contractor shall be solely responsible to pay all taxes as mandated by law.

8. **No Joint Venture.** Nothing in this Agreement shall constitute or be construed as the creation of a partnership or joint venture.

9. **Workers Compensation.** The County shall not obtain workers' compensation insurance on behalf of Independent Contractor or the employees of Independent Contractor. Independent Contractor agrees to comply with the workers' compensation law concerning its business and its employees. Independent Contractor shall have sole responsibility for purchasing any and all liability insurance as required by law.

10. **Indemnity.** Independent Contractor's work hereunder is to be entirely at Independent Contractor's own risk and expense. Independent Contractor agrees to indemnify and hold the County harmless for any liability or loss to Independent Contractor or any third party in any manner arising out of its performance of its services hereunder, including, without limitation, all damages that may be occasioned on account of the operation of this Agreement, whether the same be for medical malpractice, personal injuries, damage to property, damages of any other kind, or for any applicable federal, state, or local taxes.

11. **Waiver of Breach.** The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by either party.

12. **Notices.** Any notice required or desired to be given under this agreement shall be deemed given if in writing and sent by certified mail to the County and/or Hall County Sheriff's Office at 2859 Browns Bridge Rd, Gainesville, GA 30504 and to Independent Contractor at Correctional Nursing Services, LLC c/o Linwood Zoller, M.D., 4921 Rilla Road, Gainesville, Georgia 30506.

13. **No Drafting Presumptions.** The parties have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.

14. **Choice of Law.** This Agreement shall be construed under the laws of the State of Georgia.

15. **Entire Agreement.** This agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

**IN WITNESS WHEREOF**, the parties hereto have affixed or caused to be affixed their respective hands and seals the day and year first above written.

INDEPENDENT CONTRACTOR:

COUNTY:

**CORRECTIONAL NURSING SERVICES, LLC**

**HALL COUNTY, GEORGIA**

By: Linwood Zeller  
Title: owner

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
Secretary

**EXHIBIT "A"**

**COST SCHEDULE DESCRIPTION with 20% Increase:**

***Price Schedule for Nursing Services***

***Contract Price***

1. RN Supervisor	\$65.84/Hour
2. LPN Weekdays	\$40.37/Hour
3. LPN Weeknights	\$41.57/Hour
4. LPN Weekends	\$42.48/Hour
5. LPN Weekend Nights	\$43.68/Hour
6. Clerks	\$27.08/Hour
7. RN Holidays (9 paid)	\$98.77/Hour
8. LPN Holidays (9 paid)	\$60.50/Hour
9. Clerk Holiday (9 paid)	\$40.63/Hour