

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS INDEPENDENT CONTRACTOR AGREEMENT** ("Agreement") is entered into as of 04/01/2020, by and between (i) **TRANSFORMATIONS HOPE FOR TODAY'S FAMILIES, L.L.C.**, 4010 Dupont Circle, Suite 582, Louisville, Kentucky 40207, a Kentucky limited liability company (the "Company") and (ii) Carli Gabrielle Bryan, a Behavioral Health Professional Under Clinical Supervision (the "Independent Contractor").

### RECITALS:

**A.** The Company is presently engaged in the business of connecting counselors and therapists with clients in need of mental health and family services;

**B.** To do so the Company engages independent professionals who are specially trained and educated to provide counseling and therapy services (collectively, the "Services");

**C.** The Company, as part of its business operation and strategy, obtains clients in need of mental health and family services (collectively, the "Client Accounts"), and the Company in turn offers to its independent contractors the right to service such Client Accounts;

**D.** The Independent Contractor has previous experience in providing mental health and family counseling services and may also presently service its own clients independently, and the Company does not intend to restrain or interfere with the servicing of such clients by the Independent Contractor except to the extent that such servicing may breach the terms and conditions of this Agreement; and

**E.** The Independent Contractor desires to participate in the Company's business concept by operating an independent counseling service and providing the Services pursuant to the Company system.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree as follows:

**1. ENGAGEMENT; TERM; ASSIGNMENT; TERMINATION.** The Company hereby agrees to engage Independent Contractor, and Independent Contractor hereby accepts such engagement and agrees to provide the Services to certain of the Company's Client Accounts, upon the terms and conditions set forth herein.

**1.1Term.** The initial term of this Agreement shall commence on 04/01/2020, and shall be for a period of one (1) year, unless terminated as provided herein, and shall thereafter be automatically extended for successive periods of one (1) year each, unless terminated as provided herein (the initial term and each successive period are collectively referred to herein as the "Term").

**1.2Assignment.** Independent Contractor will receive information from the Company concerning potential assignments. Independent Contractor is not obligated to accept an

assignment nor penalized in any manner for declining an assignment. If an assignment is accepted, Independent Contractor is responsible for scheduling appointments, determining where appointments will take place, how long appointments will last, and how many appointments to schedule.

**1.3 Termination.** Either party may terminate this Agreement without cause effective upon the giving of ten (10) days written notice. If the Independent Contractor dies during the Term, this Agreement and the obligations of the Company hereunder shall terminate effective on the date of death. Upon termination of this Agreement, Independent Contractor shall be entitled only to Independent Contractor's compensation accrued through the date of termination and shall be entitled to no other compensation under this Agreement.

**2. COMPENSATION.** For the Services rendered by Independent Contractor to the Company's clients, the Company will pay:

**2.1** For each service provided to a Client Account, which has been properly invoiced by Independent Contractor and paid by the client, or a payor on behalf of a client. Such payment will be made only after the Company has been paid for the Services provided by Independent Contractor and in accordance with the Company rates set for the provider type. Rates are available upon request and subject to change at the company's discretion.

**2.2 Invoicing.** Independent Contractor agrees to submit invoices that comply with state and federal regulations and contain all information needed by the Company to submit bills to the clients or a payor on behalf of the clients.

**2.3 Independent Contractor Expenses.** The Company shall not be liable to Independent Contractor for any expenses incurred by Independent Contractor, or for any of Independent Contractor's acts, nor shall Independent Contractor be liable to the Company for office help or expenses incurred by the Company for marketing and billing costs.

**2.4 Withholding, Taxes and Benefits.** The Independent Contractor shall be solely responsible for any withholding, accruing and paying of all income, social security, unemployment, withholding, and any other taxes and amounts required by law for any amounts received by Independent Contractor. Independent Contractor will also be responsible for all statutory insurance and other benefits required by law for the Independent Contractor and all other benefits promised to third parties by the Independent Contractor.

**3. SCOPE OF WORK.** Independent Contractor will furnish all labor, tools, equipment and other things necessary to perform the Services for the Client Accounts. The Independent Contractor agrees to be bound to the Company in all respects and in like manner as the Company is bound under its contracts with clients for the Client Accounts, insofar as such contract applies to the Services to be performed by the Independent Contractor. Independent Contractor represents and declares that it has fully informed itself as to the terms of the Client Accounts for which it will be providing Services, and Independent Contractor accepts the obligations assumed in such contracts with full knowledge of their character and extent.

**3.1 No Oversight; Means to Provide Services.** Independent Contractor acknowledges and agrees that it is subject to the Company's direction, with respect to the Client

Accounts, merely as to the results to be accomplished and not as to the means and methods for accomplishing the results. The Independent Contractor will determine the method, details and means of performing the Services, and shall use its best efforts to provide the Services on the Company's behalf. Any and all personnel retained or hired by the Independent Contractor, as employees, agents or otherwise (collectively, the "Staff") shall be the complete and sole responsibility of the Independent Contractor.

**3.2 Professional Standards.** Without limiting the foregoing, Independent Contractor shall perform the Services in a timely and professional manner in accordance with applicable professional standards, and will adhere to all laws, regulations, and ethics applicable to their profession. It is expressly understood that Independent Contractor is an independent contractor of the Company and that Independent Contractor shall use professional discretion in determining the best means by which to perform the Services. The parties expressly agree that for all purposes Independent Contractor will be acting as an independent service provider and not as an employee of the Company. Independent Contractor will determine the method, details and means of performing the Services.

#### **4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF INDEPENDENT CONTRACTOR.**

**4.1 No Subcontracting.** No portion of this Agreement shall be sublet by the Independent Contractor, without the prior written permission of the Company.

**4.2 Independent Contractor Status.** Independent Contractor acknowledges and agrees that it is an independent contractor and that nothing contained in this Agreement will render Independent Contractor or its employees or agents as employees or agents of the Company for any purpose.

**4.3 Independent Contractor Duties.** Independent Contractor agrees: (i) to provide the Services in a professional manner, which includes wearing appropriate attire; (ii) that neither the Independent Contractor nor any person associated with the Independent Contractor will use or possess alcohol or controlled substances either before or during the times when performing the Services pursuant to this Agreement; (iii) to perform its duties diligently and to the best of its ability; and (iv) that it shall not take personal advantage of any business opportunities which arise while this Agreement is in effect and which may benefit the Company.

**4.4 Standard of Care.** In all communications with the Company's clients, potential clients, and the Company, Independent Contractor will act in accordance with the highest standards of honesty, integrity, and fair dealing, including compliance with all applicable laws, ordinances, and regulations, and shall do nothing which would discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of the Company, the Company's clients and its prospective clients, and the quality image associated with the Company, the Company's clients and its prospective clients.

**5. INDEMNIFICATION.** Independent Contractor shall indemnify and hold harmless the Company from all expenses, fines, suits, proceedings, claims, losses, damages, liabilities or actions of any kind or nature (including, but not limited to, costs and reasonable attorneys' fees)

arising out of or in any way connected with the Independent Contractor's business or operations. Independent Contractor further agrees that if the Company is made a party to a lawsuit or other legal action in connection with the activities of the Independent Contractor, then the Company may tender the defense and/or prosecution of the case to the Independent Contractor who shall be responsible for diligently pursuing the case or action at the Independent Contractor's expense, or the Company, may hire counsel directly to protect its interests and bill the Independent Contractor for all costs and attorneys' fees incurred, and the Independent Contractor shall promptly reimburse such party for all costs and reasonable attorney's fees incurred, when incurred. The obligations of the Independent Contractor pursuant to this Section 5 shall survive the expiration or termination of this Agreement.

**6. INSURANCE.** Independent Contractor shall carry commercial general liability insurance coverage with limits of at least \_\$1,000,000.00\_ per occurrence /\$\_3,000,000.00\_\_ aggregate, which insurance shall be issued by a reputable insurer, satisfactory to the Company in its reasonable judgment. The Company shall be included on the insurance policy as an additional insured party. Independent Contractor shall deliver to the Company, prior to accepting an assignment, a certificate of insurance evidencing its compliance with this Section 6. Each certificate of insurance shall provide that if Independent Contractor's policy is canceled for any reason, if any substantial change is made in the coverage which affects the Company, or if such policy is allowed to lapse for nonpayment of premium, the Company shall be given prompt written notice (and if Independent Contractor receives sufficient notice, the Company shall be given at least thirty (30) calendar days' written notice) of such cancellation, change or lapse. When any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Independent Contractor in like manner and to like extent.

## **7. MISCELLANEOUS PROVISIONS.**

**7.1 Nature of Relationship.** On and after the date of execution of this Agreement, the Independent Contractor and its Staff, if any, shall at all times be and be deemed to be independent contractors of the Company. Neither the Independent Contractor nor any of its Staff is an employee or agent of the Company for any purpose whatsoever, and shall not be entitled to paid vacation days, sick days, holidays or any other benefits. The Independent Contractor agrees that no income, social security or other taxes or amounts shall be withheld or accrued by the Company for the Independent Contractor's benefit or for the benefit of its Staff and no statutory insurance shall be written by the Company on behalf of the Independent Contractor or the employees of the Independent Contractor. Neither the Independent Contractor nor any of its Staff shall, under any circumstances, have any authority to act for or to bind the Company or to sign the name of the Company or to otherwise represent that the Company is in any way responsible for its acts or omissions. Neither the Independent Contractor nor its Staff has or have any authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding upon the Company. It is anticipated that the Independent Contractor will perform services as an independent contractor, employee, officer or director for parties other than the Company during the Term. Independent Contractor shall indemnify, hold harmless and defend the Company from any and all claims, liabilities, damages, taxes, fines or penalties sought or recovered by any governmental entity, including but not limited to the Internal Revenue Service or any state taxing authority, arising out of Independent Contractor's alleged failure to pay such taxes or make such contributions. Nothing in this Agreement shall be deemed to constitute Independent Contractor

or the Company the agent of the other. The Independent Contractor nor the Company shall be or become liable or bound by any representation, act or omission whatsoever of the other.

**7.2 Binding Effect; Delegation of Duties Prohibited.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any entity with which the Company may merge or consolidate, or to which all or substantially all of its assets may be transferred. The duties and covenants of Independent Contractor under this Agreement, being personal, may not be delegated.

**7.3 Assignability.** This Agreement is assignable by the Company without the consent of Independent Contractor, but is not assignable by Independent Contractor, whether by operation of law or otherwise, without the prior written consent of the Company, such unauthorized consent being null and void.

**7.4 Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Kentucky (including, but not limited to those laws applicable to a contract entered into and performed in Kentucky), with regard to its or any other jurisdiction's conflict of laws rules or principles, as well as all applicable federal laws of the United States. This Agreement shall be deemed entered into in the Commonwealth of Kentucky.

**7.5 Amendment; Waiver.** This Agreement may be amended, modified or superseded only by a written instrument signed by all of the parties to this Agreement. No party shall be deemed to have waived compliance by another party of any provision of this Agreement unless such waiver is contained in a written instrument signed by the waiving party and no waiver that may be given by a party will be applicable except in the specific instance for which it is given. The failure of any party to enforce at any time any of the provisions of this Agreement or to exercise any right or option contained in this Agreement or to require at any time performance of any of the provisions of this Agreement, by any of the other parties shall not be construed to be a waiver of such provisions and shall not affect the validity of this Agreement or any of its provisions or the right of such party thereafter to enforce each provision of this Agreement. No course of dealing shall operate as a waiver or modification of any provision of this Agreement or otherwise prejudice such party's rights, powers and remedies.

**7.6 Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties related to the subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to subject matter of this Agreement. No representation, promise, inducement or statement of intention has been made by any party which has not been embodied in this Agreement.

**7.7 Headings; Section References; Construction.** Section headings or captions contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly otherwise requires. Unless the context clearly states otherwise, the use of the singular or plural in this Agreement shall include the other and the use of any gender shall include all others. The parties have participated jointly in the negotiation and drafting of this Agreement.

If any ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**7.8 Notices.** All notices, requests, consents, approvals, waivers, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed delivered to the parties (a) on the date of personal delivery against a written receipt, or (b) on the date sent by confirmed telephonic facsimile transmission, or (c) on the first business day following the date of delivery to a nationally recognized overnight courier service, or (d) on the third business day following the date of deposit in the United States Mail, postage prepaid, by certified mail, in each case addressed as follows, or to such other address, person or entity as any party may designate by notice to the others in accordance herewith:

To Independent Contractor:	Carli Gabrielle Bryan
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	126 Vermont Ave #1
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	Louisville 40206
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To Company:	Transformations: Hope for Today's Families
	4010 Dupont Circle, Suite 582
	Louisville, Kentucky 40207

**7.9 Severability of Provisions.** If a court in any final, unappealable proceeding holds any provision of this Agreement or its application to any person or circumstance invalid, illegal or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was held to be invalid, illegal or unenforceable, shall not be affected, and shall be valid, legal and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed in this Agreement. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties intend that the court add to this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be valid and enforceable, so as to effect the original intent of the parties to the greatest extent possible.

**7.10 Counterparts.** This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding on the Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart.

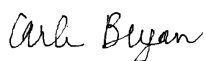
**[Signatures on following page]**

**THIS AGREEMENT CONTAINS VERY IMPORTANT TERMS GOVERNING INDEPENDENT CONTRACTOR'S ENGAGEMENT WITH THE COMPANY. INDEPENDENT CONTRACTOR SHOULD FEEL FREE TO SEEK ADVICE FROM ITS ATTORNEY REGARDING ANY MATTER RELATING TO THIS AGREEMENT. BY EXECUTING THIS AGREEMENT, INDEPENDENT CONTRACTOR IS AFFIRMING THE INDEPENDENT CONTRACTOR HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT AND TO CONSULT WITH INDEPENDENT CONTRACTOR'S ATTORNEY, THAT INDEPENDENT CONTRACTOR UNDERSTANDS THE MEANING AND SIGNIFICANCE OF ALL OF ITS PROVISIONS, THAT NO REPRESENTATIONS OR PROMISES HAVE BEEN MADE TO INDEPENDENT CONTRACTOR REGARDING INDEPENDENT CONTRACTOR'S ENGAGEMENT WHICH ARE NOT SET FORTH IN THIS AGREEMENT, AND THAT INDEPENDENT CONTRACTOR IS FREELY SIGNING THIS AGREEMENT TO BE ENGAGED AS AN INDEPENDENT CONTRACTOR OF THE COMPANY.**

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**TRANSFORMATIONS HOPE FOR TODAY'S  
FAMILIES, L.L.C**

By:   
Title: Member  
("Company")

  
[ Behavioral Health Professional Under Clinical Supervision ]  
("Independent Contractor")



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