

Agreement and Activities Report

U.S. Department of Labor

Employment Standards Administration
Office of Labor-Management Standards



This report is mandatory under P.L. 86-257 as amended. Failure to comply may result in criminal prosecution, fines and civil penalties as provided by 29 U.S.C. 439, 440.

Form approved - OMB No. 1215-0188
Expires 11-30-2002

Required of Persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended (LMRDA).

File No. C. 567

A. Person Filing

1. Name and mailing address (include ZIP code): RON MORRISON	2. Any other address where records necessary to verify this report are kept: N/A
3. Date fiscal year ends: N/A	4. Type of person: a. <input checked="" type="checkbox"/> Individual b. <input type="checkbox"/> Partnership c. <input type="checkbox"/> Corporation d. <input type="checkbox"/> Other (Specify):

B. Nature of Agreement or Arrangement

5. Full name and address of employer with whom made (include ZIP code): OAKWOOD HEALTHCARE, INC.	6. Date entered into: APPROXIMATELY FEBRUARY 1, 2002
	7. Names of persons through whom made: ED FREYSINGER, JOE CREEL
8. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly: a. <input checked="" type="checkbox"/> To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing. b. <input type="checkbox"/> To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.	
9. Terms and conditions (Explain in detail; see Part B-9 of instructions): SEE ATTACHED INDEPENDENT CONTRACTOR AGREEMENT.	

C. Specific Activities to be Performed

10. For each activity, separately list in detail the information required (See Part C-10 of instructions): a. Nature of activity: MEET WITH EMPLOYEES TO DISCUSS UPCOMING UNION ELECTION.	
b. Period during which performed: FEBRUARY 1, 2002 through MARCH 9, 2002	c. Extent performed: COMPLETE
d. Names and addresses of persons through whom performed: N/A	

11. Identify (a) Subject employees, groups of employees, and (b) labor organizations:

REGISTERED NURSES EMPLOYED AT OAKWOOD HOSPITAL - HERITAGE CENTER

D. Verification and Signature. The person in item 1 above and each of his undersigned authorized officers declares, under penalty of law, that all information in this report, including all attachments incorporated therein or referred to in this report, has been examined by him and is, to the best of his knowledge and belief, true, correct, and complete.

Signed: <i>Ronald Morrison</i> Individual	Signed: _____ Treasurer
(If other title, cross out and write in correct title above.)	(If other title, cross out and write in correct title above.)
City _____ State _____ Date _____	City _____ State _____ Date _____
at: _____ on: 4/3/02	at: _____ on: _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT is entered into effective February, 1, 2002 by and between THE CREEL GROUP, INC., a Nebraska corporation (herein "Company") and Ron Morrison of WESTLAND, Michigan (herein "Contractor").

PRELIMINARY STATEMENT

Contractor is in the Management Consulting business. Company desires that Contractor be available to provide assistance and consulting services to Company under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and agreements of Company and Contractor, Company and Contractor hereby agree as follows:

1. Description of Services. Contractor will perform such activities for Company ("Contracted Services") as follows: Consulting support regarding management and labor issues.

2. Term. The term of this Independent Contractor Agreement ("Agreement") shall commence effective February 1, 2002 and shall continue until December 31, 2002, or until the occurrence of any of the following (herein "Termination Event"):

- a. The death or permanent disability of Contractor;
- b. The voluntary termination of the Agreement by Contractor upon thirty (30) days written notice from Contractor to Company; and
- c. The voluntary termination of the Agreement by Company upon thirty (30) days written notice to Contractor.

3. Compensation. Company shall compensate Contractor during the Agreement as follows: \$50.00 per hour for services provided. Documented out of pocket expenses will be reimbursed at actual cost.

4. Performance. Contractor agrees to at all times conduct his business and affairs in a professional manner which will promote the reputation and goodwill of Company and agrees to conduct self in a manner which will not disrupt or interfere with the business of Company. Contractor shall maintain in good standing any and all licenses which may be required to provide the Contracted Services and to conduct his activities in accordance with all applicable laws.

5. Nonexclusive Services. Company understands and agrees that Contractor has other business activities. Accordingly, Contractor shall not be bound to devote all or any specific part of his business time to the affairs of Company but shall devote such time and attention to Company business as may be required in order to ensure that the services required herein are conducted in a diligent and proper manner and do not breach or violate any specific obligations under this Agreement.

6. Independent Contractor. It is specifically understood and agreed by the parties that Contractor is not, by virtue of this Agreement, a servant, employee, joint venturer, partner, member, manager or agent of Company. Contractor is and shall remain an independent contractor for purposes of providing the services under this Agreement, and therefore waives participation in any employer-sponsored benefits plan offered by Company. Contractor is only under the control of Company in that Company may approve the results of Contractor's work and terminate its association with Contractor as provided in this Agreement, but Company shall not control the means by which Contractor conducts his business. Contractor is not authorized to transact business, enter into agreements, or otherwise make commitments on behalf of Company unless expressly authorized in writing by Company. Contractor or his employees, agents, consultants or contractors shall not have any claim under this Agreement or otherwise against Company for social security benefits, workers compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind.

7. Confidential Information. Contractor acknowledges that in the course of doing business with Company, Contractor may generate and receive confidential and proprietary information of Company including, without limitation, customer lists, pricing information, product information, business plans, projections, sales and marketing programs and concepts, procedures, records, budgets, compensation methods, computer software, computer data, tactics and strategies, operating procedures, manuals, forms and customer and client information that is private and confidential (herein collectively the "Confidential Information"). Contractor agrees that the Confidential Information is the exclusive property of Company and that the confidentiality of such Confidential Information should be preserved and protected for the exclusive benefit of Company.

8. Confidentiality. Contractor shall keep and protect the Confidential Information as the private and proprietary property of Company. Contractor shall not divulge the Confidential Information to, or use the Confidential Information for, any person, firm, corporation or other entity, except with the authorization of Company while doing business with Company. Upon and following termination of Contractor doing business with Company for any reason whatsoever, Contractor shall continue to treat the Confidential Information as private and privileged and Contractor shall not in any manner copy, reproduce, use, release, distribute, communicate, reveal, transmit, publish, or disclose any Confidential Information to or for him or any third party. This Paragraph 8 shall not prohibit disclosure of Confidential Information: (i) which has been published for public distribution or which is a matter of public knowledge through no act or omission of Contractor; or (ii) as necessary to comply with the lawful order of any court or governmental entity.

9. Return of Company's Property. Upon termination of Contractor doing business with Company for any reason whatsoever, Contractor shall immediately return to Company: (i) all documentation, files and information in any form whatsoever, including, without limitation, computer disks or magnetic or electronic files which contain Confidential Information of Company; and (ii) all samples, literature, computers and other tangible personal property belonging to Company. Upon request of Company, Contractor shall certify in writing to Company that he has complied with the foregoing, and that he has not retained any Confidential Information in any form or nature whatsoever.

10. Non-Solicitation

11. Enforcement of Covenants. Contractor acknowledges that his performance of the covenants and agreements set forth herein are necessary to protect Company's relationships and good will with its

customers and clients, and to protect Company's relationships with its employees. Contractor further acknowledges that the covenants in this Agreement are special, unique and of an extraordinary character, and that breach of the covenants would give rise to injury to Company for which money damages alone would not be an adequate remedy. Contractor agrees that the covenants and agreements in this Agreement shall be enforceable in a court of equity by temporary injunction, permanent injunction, restraining order or decree of specific performance. Contractor waives any claim or defense that Company has inadequate remedy of law, and agrees not to assert to urge such claim or defense in any action or proceeding relating to enforcement of the covenants in this Agreement. The remedies provided herein shall be cumulative and not exclusive, and in addition to any other remedies which Company may have under this Agreement or applicable law.

12. Assignment. This Agreement and the rights, interests and benefits hereunder may not be assigned, transferred or pledged in any manner without the prior written consent of the other party, and shall not be subject to execution, attachment or similar process. Any attempt to assign, transfer or pledge, or make any other disposition of this Agreement or any of the rights, interests and benefits contrary to the foregoing shall be null and void.

13. Miscellaneous.

(a) Entire Agreement. This Agreement contains the entire understanding between the parties hereto and supersedes any prior written or oral agreements between them respecting matters addressed herein.

(b) Waiver of Breach. No waiver by either party to require the performance by the other party of any of the terms of this Agreement shall in any way affect such party's right to enforce such terms, nor shall any such waiver on any one occasion be deemed a waiver of any other term hereof, or any breach hereof. No rider under this Agreement may be waived and no modification or amendment to this Agreement may be made except by written agreement executed by the party to be charged.

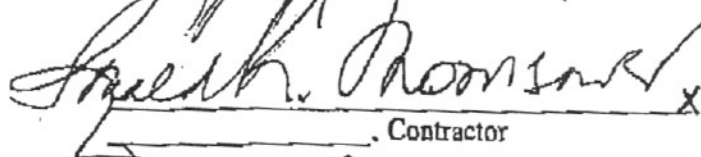
(c) Applicable Law. This Agreement shall be construed, interpreted and governed by the laws of the State of Nebraska. Time is of the essence for the purposes of this Agreement.

14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above first written.

THE CREEL GROUP, INC., a Nebraska corporation

By: 


Contractor