

INDEPENDENT CONTRACTOR NURSING AGREEMENT

THIS AGREEMENT made and entered into date _____ by and between Luv2Care LLC, and _____, an independent contractor (Licensed Practical Nurse);

WHEREAS the Owner desires to retain the services of LPN and LPN desires to render services to the Owner, upon the terms and conditions hereinafter stated:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby promise, and agree as follows:

SECTION 1 – SCOPE OF DUTIES TO BE PROVIDED

- 1.1 Term.** The owner agrees to hire LPN at will, in accordance with Section 4 of this agreement.
- 1.2 Duties-** LPN agrees to perform work for the client as an Independent Contractor of Luv2Care on the terms and conditions set forth in this agreement and agrees to devote all necessary work-related time and attention (reasonable periods of illness excepted) to the performance of the duties that an LPN can perform within your scope of practice per facility you work.

LPN further agrees that in all such aspects of such work, LPN shall comply with the policies, standards, and regulations of the health and human services Division of the state therein, client, and Board of Nursing and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the Owner and respect to resident's rights.

While LPN is performing said nursing services, he/she is representing himself/herself and utilizing professional judgment as an independently contracted LPN. LPN agrees that all license and or certification is up to date along with all necessary vaccinations. LPN agrees that their TB test results are negative and up to date and will be given to the owner of Luv2care LLC upon request. LPN further agrees to follow all OSHA and HIPPA guidelines.

Uniforms- LPN Contractor agrees to wear scrubs with name badge on when at work for Luv2care taking care of client or clients.

Call outs or Late calls- LPN agrees to call Owner at Luv2care at 252-267-4563 or facility contact 4 hours prior to any call out or late call. In the event you have an emergency please call Owner as soon as possible so that shift can be covered.

Transportation-Luv2care contractor will provide his/her own transportation to each assignment and have valid up to date vehicle insurance.

Shadowing-LPN agrees to shadow with a facility staff LPN at the facility or a designated supervisor 1 hour prior to starting the shift work on their own. LPN agrees to read and follow the policies and procedures manual of the facility prior to coming into the facility for work.

SECTION 2 – COMPENSATION

2.1 Compensation. All services to be rendered by this LPN will be compensated by the amount per facility per hour. Pay rates vary per facility and you will be told and emailed the pay rate when hired. Keep that email for your records. Weekly compensation is every Friday directly deposited into your bank account at or before 5pm; check or cash if need be. The work week is from Monday to the following Monday at 8am. All Timeslips are due by 8am Monday morning for Friday deposit. LPN will give direct deposit information upon hire for direct deposits to their bank account for compensation electronically. Timeslips are to be submitted via email on Monday by 8am for Friday's deposit.

Daily pay-Timeslips must be submitted after your completed shift to Luv2carellc@gmail.com. Please state on the subject line of email (Daily Pay) for either cash app, Same day ADP, or 24-48 hr. pay, no fee. There are 3 forms of daily pay:

1. Cash App-Send me your cash app information along with your time slip in the email to receive your cash immediately. This will be added to your 1099 as well when filing your taxes. Luv2care is not responsible for any cash not received after the web receipt is submitted to you in a reply. Cash app is a 3rd party vendor. Please contact them if you have any issues with your account after receipt is given. Cash app is optional for us to do as after shift pay., Please contact us before submitting your timeslip to see if this is available as after shift pay.

24-48 hours pay-We will deposit your pay into any account that is on file with us, this includes cash apps as well within 24-48 hrs. through the business week but Thursday and during the weekend the 24-48 hrs. will begin on Monday the beginning of the business week when banking hours are open. This is another pay option as well. No fee.

2 ADP Daily Direct- ADP offers daily direct deposits to your account before the end of the Business Day at 5pm for all timeslips submitted before 11am eastern standard time for a fee of \$3. This fee is ADP's fee not ours at Luv2care and it is taken out once L2C makes the deposit if you elect to use this service. This deposit amount will be automatically added on your 1099 from Luv2care for tax purposes.

Timeslips- Timeslips is how we get paid. It is a verification of services rendered for payment. Timeslips are to be filled out correctly, signed and dated. Take a photo of your signed timeslip and submit it via email to Luv2carellc@gmail.com by 8am on Mondays for the week.

ROLL ADP Furnishes direct deposits for Luv2care via app. Phone number is 1-833-390-4527. After you call, hold on to the end of the generated message and then tell the customer service agent that you are a Luv2care contractor, and you need help navigating the app to your Direct deposits, 1099's, pay stubs and more.

2.1 In the event of a state of emergency due to weather or otherwise, Contractor stated above on this contract will receive time and a half of contractor's rates for only the first 24 hours the contractor renders service during the emergency. Emergency duration per this contract is 72 hours or less from the beginning date the issuing authority gives the Executive order, less is dependent on the issuing authority rescinding the order but no more than 72 hours. This is to ensure coverage for the facility.

LPN agrees that he/she is an independent contractor and not an employee of Luv2Care and has all the rights of an independent contractor under the Law. If shift is canceled when LPN arrives at the facility or client home, he/she will be paid 4 hours for showing up at the job site. LPN will get paid for 2 hours prior to shift cancellation during that shift as travel pay, **please clock in or have your timeslip signed. If a signature is not obtainable, please print the name of the supervisor on the client signature line for verification.**

LPN will not take any payment directly from client. All time slips must be submitted by 9am on Monday in order to be processed for Friday's deposit. When a Holiday is on a Monday you will still receive deposit on Friday or early Saturday morning. When a holiday is on a Friday you should receive it on Friday, this depends on your bank.

2.2 Withholding; Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. LPN shall be solely responsible for reporting and paying any such taxes. The LPN will not receive any coverage or participation in the Owner's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

Professional Liability insurance and Workman's comp Insurance are provided by Luv2care.

SECTION 3 - TERMINATION

3.1 Termination at Will. This Agreement may be terminated by the Owner immediately, at will, and in the sole discretion of the Owner with notice. LPN may terminate this Agreement at will with notice to Owner. This Agreement also may be terminated at any time upon the mutual written agreement of the Owner and LPN. Compensation for services rendered will be given after termination.

SECTION 4 - INDEPENDENT CONTRACTOR STATUS

4.1 LPN acknowledges that he/she is an independent contractor and is not an agent, partner, joint ventures nor employee of Owner. LPN shall have no authority to bind or otherwise obligate Owner in any manner nor shall LPN represent to anyone that he/she has a right to do so. LPN further agrees that if the Owner suffers any loss or damage because of a violation of this provision LPN shall indemnify and hold harmless the Owner from any such loss or damage.

Owner shall not supervise, or control, or be responsible for the supervision or control of the LPN while said LPN is performing the nursing services as per this Agreement LPN will be given directions to client/facility to begin work and directed in the resident's care in the facility with the assistance of the facility staff for a satisfactory result. Said LPN shall be responsible for providing his/her own uniforms, tools, transportation, instruments, and written professional materials required in the practice of said LPN duties.

4.2 Assignment. LPN shall not assign his/herself hours to client on his or her own without letting Luv2Care know for payment purposes or delegate the performance of any of his/her duties hereunder, without the prior written consent of the Owner.

The owner can terminate the contract of employment in the event said LPN does not adhere to all regulations of the nursing practice thereof his/her profession.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF NURSE

5.1 LPN represents and warrants to the Owner that there is no employment contract or other contractual obligation to which LPN is subject, which prevents LPN from entering into this Agreement from performing full LPN duties under this Agreement.

5.2 LPN represents that he/she is certified by the appropriate state certifying agency for the profession of LPN and that he/she is in good standing with such agency.

SECTION 6- MISCELLANEOUS PROVISIONS

6.1 The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties if LPN becomes deceased while contracted with luv2care. Any provision hereof which imposes upon the Owner an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon representative and Owner in the case of wage payment.

6.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

6.3 This Agreement shall be governed by and shall be in accordance with the laws of the State therein of the client facility worked for Luv2care.

6.4 Any update or modification of this agreement will be made notice of by email to all contractors of such update or modification.

6.5 Severability. If any provision of these policies and regulations or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of these policies and regulations which can be given effect without the invalid provision or application, and to this end the provisions of these policies and regulations are severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

WITNESS OUR SIGNATURES, this _____ day of _____, 20____

Owner of Luv2care

Johnny Overton is (owner)

LPN Signature _____