

INDEPENDENT CONTRACTOR NURSING AGREEMENT

THIS AGREEMENT was made and entered into date _____ by and between Luv2Care LLC, and _____, an independent contractor (Personal Care Assistant).

WHEREAS the Owner desires to retain the services of PCA and PCA 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.** Owner agrees to hire PCA at will, in accordance with Section 4 of this agreement.
- 1.2 Duties.** PCA 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 a personal care assistant can perform within your scope of practice per facility you work with respect to residents' rights.

PCA further agrees that in all such aspects of such work, PCA shall comply with the policies, standards, and regulations of the State Board of Nursing, client, and Dept. of health and human services and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the Owner.

While PCA is performing said nursing services, he/she is representing himself/herself and utilizing professional judgment as an independently contracted personal care asst. PCA agrees that all licenses and certifications are up to date and valid along with all necessary vaccinations. PCA agrees that their TB test results are negative and up to date and will be given to the owner of Luv2care LLC upon request. PCA further agrees to follow all OSHA and HIPPA guidelines. Regarding North Carolina PCA requirements, PCA stated above agrees that he/she has completed the 80- hour PCA course completion and infection control course for the state.

Uniforms-C.N. A 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-C.N. A 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 the shift/shifts can be covered.

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

SECTION 2 - COMPENSATION

2.1 Compensation. All services to be rendered by this PCA will be compensated 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. PCA will give direct deposit information upon hire for direct deposits to their bank account for compensation electronically.

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 timeslip in the email in order 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 the deposit is made 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.

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 your app to get 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.

All time slips must be submitted by 8am on Monday 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.

PCA 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 PCA arrives at the facility or client's home he/she will be paid 4 hours for showing up at the job site. PCA will get paid for 2 hours prior to shift cancellation during that shift as travel pay, **please clock in or have your time slip signed. If a signature is not obtainable, please print the name of the supervisor on the client signature line for verification.** PCA will not take any payment directly from the client.

2.2 Withholding; Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. PCA shall be solely responsible for reporting and paying any such taxes. The Owner shall not provide PCA with 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 is 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 verbal or written. PCA may terminate this Agreement at will with notice to Owner verbal or written. This Agreement also may be terminated at any time upon the mutual written agreement of the Owner and PCA with notice.

SECTION 4 - INDEPENDENT CONTRACTOR STATUS

4.1 PCA acknowledges that he/she is an independent contractor and is not an agent, partner, joint ventures nor employee of Owner. PCA shall have no authority to bind or otherwise obligate Owner in any manner nor shall PCA represent to anyone that it has a right to do so. The PCA further agrees that if the Owner suffers any loss or damage because of a violation of this provision PCA 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 PCA while said PCA is performing the nursing services as per this Agreement. PCA 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 PCA. shall be responsible for providing his/her own uniforms, tools, transportation, instruments, and written professional materials required in the practice of said PCA duties.

4.2 Assignment. The PCA shall not assign his/herself hours from 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.

Owner can terminate contract of employment in the event said PCA does not adhere to all regulations of the nursing practice thereof contractor's profession.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF NURSE

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

5.2 PCA. represents that he/she is certified by the appropriate state certifying agency for the profession of personal care aide Certifying board 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 in regard to contractor becoming deceased. This provision hereof, which imposes upon PCA to Owner the obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon PCA beneficiary & Owner.

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 Jr (owner)

Personal Care Assistant _____
