



4236 Columbia Road, Martinez, GA 30907
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Independent Contractor's Statement of Understanding & Business Agreement

- Contractor's Statement of Understanding

1. I understand that nurse contractors will be paid hourly for subcontracting to client facilities.
2. I understand that I may be pulled to other areas in the facility, at the client facilities discretion, if I refuse I agree to contact the office first at 706-496-2089.
3. I understand that I can contact the on-call person after hours.
4. I understand that I am not an employee of the hospital. Any changes to my schedule or cancellations must be handled by On Call Staffing, LLC.
5. I understand that I must have a signed pay slip in order to receive payment for any given shift during that pay period. If I fail to have a pay slip signed. I must wait until a hospital representative is able to confirm that I actually worked that particular shift.
6. I understand that if I need to cancel, I must contact On Call Staffing, LLC (not the client facility) within 4 hours prior to the start of my scheduled shift.
7. I understand that if I am a no call/no show, I may be made a DNR (Do Not Return) to that client facility
8. I understand that falsifying work sign in sheets is considered Forgery and may be viewed as a criminal act.
9. I understand that excessive/consistent cancellations or failure to provide current licensure and certifications may render my work status "inactive."
10. I understand On Call Staffing, LLC is not responsible for providing Worker's Compensation or Professional Liability Insurance for me because of my independent contractor status and that I am responsible for providing my own Professional Liability Insurance.
11. I understand that I am not an employee of On Call Staffing, LLC and as an independent contractor I will receive a 1099 from On Call Staffing, LLC, and at the end of the tax year, I am responsible for my own tax reporting.
12. I authorize and understand that my application packet (to include Social Security number and Health Status Information) may be released to client facilities.

Pay Periods:

On Call Staffing, LLC's pay periods begin Sunday and ends on Saturday.

Overtime:

All overtime must be pre-approved.....no exceptions!!!!!! Contractor must write OT on their time sheet for that shift. This section must be initialed by a facility representative

Lunch Breaks:

30 minutes will be automatically deducted for each shift. It is your duty as a professional to manage your time wisely. All workers are entitled to a 30 minute lunch break...TAKE IT.

-Independent Nurse Contractor Business Agreement

This agreement made on the _____ day of _____, 20_____, by and between On Call Staffing, LLC, hereinafter called the "corporation" having its principal place of business in Martinez, GA and _____ residing at _____,

City of _____, State of _____, a nurse, and public independent contractor of his/her nurse services to the health care field, hereinafter called the "contractor," by which the parties intended and agree, that their relationship shall be one of corporation and independent contractor respectively and that said contractor shall enjoy all rights and privileges, and be obligated and responsible to corporation, for all the duties normally assumed and/or incurred by those commonly referred to, accepted as, and holding themselves to the public as independent contractor in commerce and general business.

Whereas corporation and contractor desire to enter into an agreement whereby corporation will contract with third party clients, hereinafter referred to as "clients", to utilize the services of certain independent nurse contractors from time to time, and whereby said corporation herein will make available his/her services to said client(s) by, from time to time, offering compensation to contractor for his/her services whereby contractor will supply his/her services to third party client(s). Corporation and contractor will always be and remain in a relationship of corporation and independent nurse contractor, therefore, corporation and contractor herein agree further, that each shall be governed during said arrangement, and for purposes of this contract, by the provisions set out herein below:

Description of Services:

- a) The corporation hereby agrees that it has and will contract with certain hospitals, nursing homes, health institutions, (clients), to provide the availability of independent contract nurses to said client(s). The corporation further hereby agrees to utilize contractor, on an independent contractual basis, in providing said services to said client(s), whenever, wherever, and however, said client(s) requires; provided that contractor is competent with regard to, and familiar with the services requested by client(s).
- b) Should contractor agree to provide his/her services to client(s) for a designated shift and/or designated time, contractor is bound by this agreement to provide said services. Should contractor not be able to fulfill his/her obligations to the client(s), he/she shall notify corporation not less than four (4) hours prior to the beginning of said nursing shift. In the event contractor is absent for a shift which he/she agreed to fulfill, and should contractor fail to notify corporation four (4) hours prior to start of said shift, corporation shall have the option of immediately terminating this agreement, without regard to circumstances or reason leading to contractor's absence and/or failure to notify corporation
- c) While contractor is performing said nursing duties, he/she is representing himself/herself and utilizing professional judgment as an independent nurse contractor. This professional judgment is in the sole discretion of the contractor, and is to include all routines, practices and subjective decisions necessary to fulfill to contracted service. Contractor also agrees not to perform duties outside of his/her scope of practice/licensure
- d) The corporation will provide forms for the contractor to systemically document proof of school, licensure, knowledge, skills, and experience to enable the client(s) to place the contractor in the proper area to be serviced. The corporation and the client(s) will keep a record of this information, if client(s) so desires
- e) The contractor will not, under any circumstances, act as an agent of the corporation. The contractor shall be solely responsible for his/her own professional training and cost of such training. The contractor shall also be solely responsible for maintaining his/her licenses and for costs of such. The corporation should have no right and shall not direct, supervise, oversee, or control or be responsible for the supervision, direction, or control of the contractor while said contractor is performing services for the client(s), either as to the result to be accomplished. The contractor is responsible for furnishing his/her own uniforms, transportation, tools, instruments, and written material of a professional nature required in the practice of professional f) corporation and contractor hereby agree that the client(s) has the authority to direct, supervise, oversee and/or control contractor and can prohibit contractor

from working in its facility, if it deems contractor is unfit, renders inadequate service. In this event, the contractor's then existing contract with the corporation shall be automatically terminated, and shall become null and void as of the end of the last day of work by contractor for client(s). Contractor shall be entitled to charge corporation for the time and services actually rendered to the client

Terms of Agreement:

- aa) The corporation and contractor herein, shall mutually agree upon services to be provided on a daily, weekly, or monthly basis, depending on the corporation's client(s) requirements and the contractor's desired work volume and availability. Subject to any pre-existing work commitments to others, which contractor shall be permitted to engage in under the terms of this agreement, contractor hereby agrees to make available his/her services to corporation's client(s), in not less than four
- bb) and not more than sixteen hour increments per day, at any of corporations client location mutually agreed upon by corporation and
- cc) contractor herein, during the terms of this agreement. Unless otherwise provided herein, the terms of this agreement will be valid for a period of one year from date of execution, and will renew each year automatically

Notice of Termination:

Either party upon thirty (30) days advance written notice to the other party may terminate this agreement, contractor understands that during that 30 day period he or she can be considered inactive in status

Fees for Service:

The contractor shall be compensated for services rendered to client(s) on a weekly basis. The corporation shall advance to the contractor full payment subject to the collection and/or reimbursements from the client(s), for the corporation's charges covering the contractor's service fees. In the event the corporation's client(s) fail or refuse to make payment to the corporation for any services previously rendered by the contractor herein, the contractor hereby agrees to reimburse the corporation for any such fee payments previously advanced.

Taxes and Withholding:

Contractor hereby states his/her rights and intention to represent himself/herself as an independent nurse contractor to the general public, and to operate his own independent business, as an independent nurse contractor. Furthermore, contractor understands, acknowledges and agrees that he/she shall be solely responsible for complying with all Federal and State Income Tax and Payroll Tax Laws, requirements, and payments, resulting from his/her services. Contractor understands, acknowledges, and agrees that he/she may be required to pay quarterly estimated taxes, or pay a penalty for failing to do so. Said contractor shall complete an Internal Revenue Service Form W-9 (Request for Tax Payer's Identification Number and Certification).

Professional Liability Insurance:

All of the corporation's clients demand proof of professional liability coverage on all nurse contractors, therefore, contractors shall be responsible for obtaining his/her own professional liability insurance at his/her expense. The limit must be \$1,000,000 each person, \$3,000,000 aggregate. The corporation will provide for its own professional liability insurance at its expense.

General Liability Insurance:

Contractor shall be responsible for obtaining his/her own general liability insurance at his/her own expense. The corporation will provide for its own general liability insurance at its expense.

Worker's Compensation Insurance:

Contractor agrees to waive his/her claim to Worker's Compensation Insurance from Corporation.

Compliance:

- a) Contractor shall be responsible for compliance with the policies and procedures of the client(s), as set forth by Joint Commission on Accreditation of Hospitals, HIPAA, and the State Board of Nursing in the state where he/she is working. Contractor is also responsible for complying with current education requirements as indicated by the State Board of Nursing in the state that said continuing education is required.
- b) The corporation recognizes and agrees that contractor may provide its services to any other person or entity, and contractor hereby agrees to use his/her best good faith efforts to perform under the condition of this agreement.

In Witness Whereof, the parties hereto have executed this agreement on this _____ day of _____, 20_____, the effective date of this agreement is to be as herein above first indicated.

Independent Contract Nurse:

Name: _____

Date: ____/____/____

Signature: _____

On Call Staffing, LLC. Representative:

Name: _____

Date: ____/____/____

Signature: _____

Witness: By:

Name: _____

Date: ____/____/____

Signature: _____