



# JNJ Services

## CNA PCA HHA INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT TO PROVIDE Home Health Services (hereinafter the “**Agreement**”) is by and between JNJ Services Inc. (“the Company” or “JNJ”) and \_\_\_\_\_ (“Contractor”) (Collectively “the Parties”)

### Recitations

WHEREAS, JNJ SERVICES, INC desires to retain Contractor to perform certain \_\_\_\_\_ Services;

WHEREAS, Contractor desires to provide \_\_\_\_\_ to JNJ Client/Claimants in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### Covenants

#### 1. Incorporation of Recitations:

The foregoing Recitations are true, correct and are incorporated herein as material covenants to this Agreement; and the parties agree to be bound by the following terms and conditions:

#### 2. Term and Termination:

This agreement shall be effective on \_\_\_\_\_ and shall remain in effect until either party (Contractor or JNJ) decides to terminate the agreement for any reason.

JNJ may terminate this agreement at any time in the event the Contractor fails or refuses to meet his or her obligations and/or the Terms of Service outlined in this agreement.

In the event Contractor elects to terminate service without notice, Contractor may be responsible for any costs in the excess of the Contractor’s rates as outlined in the Rate Sheet (Fee Schedule) incurred by JNJ in the servicing of the Contractor’s assignment(s) due to a no-show abandonment by the Contractor.

In the event this agreement is terminated by either party, JNJ shall compensate Vendor for the services performed up through the date of termination.

The Contractor has the right to accept or reject any assignment offered; however, once an assignment has been accepted and confirmed by the contractor he or she is expected to carry out and perform all duties he or she has been hired to perform.

#### 3. Payment Terms:

JNJ agrees to compensate Contractor at the agreed upon rates for the services assigned to Contractor by JNJ that are billed properly and in a timely fashion. Contractor agrees to look solely to JNJ for payment for services provided under this Agreement. JNJ shall only be obligated to pay Contractor for services authorized by JNJ. Failure to comply may result in non-payment. Contractor is to bill each week by Saturday midnight of the same week. Contractor may begin billing at the time of arrival or time of tele visit. JNJ may remit payment according to JNJ’s payment policy schedule.

#### 4. **Confirmations and Cancellations:**

**Confirmation:** Contractor shall contact JNJ via the website, e-mail, or fax to confirm that Contractor is prepared to perform the services and to confirm the date(s), time, and location of the assignment.

**No-Shows:** All no-shows are to be immediately reported to JNJ. JNJ reserves the right to reject payment for all no-shows not timely reported by Contractor.

Contractor's acceptance of an assignment from JNJ shall serve as initial confirmation of Contractor's intention to successfully complete the appointment in accordance with the terms and conditions of this Agreement. In the event that Contractor cancels any scheduled assignment with less than 24-hours advance notice and/or in the event that JNJ incurs charges and fees because the Contractor fails to successfully complete an appointment for JNJ, then the appointment costs shall be back-charged to Contractor and duly reflected as such in Contractor's invoicing. Contractor may not, under any circumstances, assign any services under this Agreement to another contractor. All scheduling and other, communications will be provided by JNJ to Contractor by telephone, cellular phone, email or facsimile. Contractor should email any new appointments to [scheduling@jnjservices.com](mailto:scheduling@jnjservices.com).

#### 5. **Terms of Service under Agreement:**

- a) All Client/Claimant must, at all times, be treated in a courteous and respectful manner.
- b) Contractor must present themselves professionally in appearance and dress.
- c) Contractor should introduce himself/herself during the first meeting with a Client/Claimant.
- d) Contractor must keep all conversation with Client/Claimant as professional in nature at all times while performing services under this Agreement.
- e) All medical records should not be shared with the Company.
- f) If another Contractor shows up for the appointment, Contractor should call JNJ immediately but remain at or attend the appointment until JNJ informs Contractor whether or not to remain.
- g) Contractor will notify JNJ immediately of any incident involving a Client/Claimant. Ex: medical emergencies, abusive and/or disruptive behavior.
- h) Contractor agrees to cooperate and participate with, when and/or if necessary, in JNJ policy and procedures, quality assurance, record keeping, audit and grievance procedures.
- i) Contractor shall not contact, solicit or seek payment from injured workers or JNJ Clients (i.e., Client/Claimant's case manager and/or adjuster). Rates and/or payment shall only be discussed with JNJ.
- j) Contractor shall not at any time discuss financial or legal matters or advise Client/Claimant to seek the services of an attorney or medical provider or to provide the name and/or telephone number of such Service Providers.
- k) Contractor agrees to accept Client/Claimant without discrimination based upon age, sex, race, color, religion, national origin, or the medical nature of the illness involved.
- l) Contractor shall not solicit or entice Client/Claimant with any incentives, discounts or gifts in order to maintain or increase patronage, or to encourage a JNJ injured worker to select or request service by a Provider other than JNJ.

**6. Confidentiality:**

JNJ and the Contractor understand and agree that all information, records and inquiries exposed to during the course of providing services to JNJ customers are privileged and confidential. To the extent required by law, and other than information provided under the normal billing process, Contractor shall keep confidential and not disclose any information related to JNJ or its customers for any purpose whatsoever.

JNJ and the Contractor understand and agree to respect the privacy of the injured worker/client/claimant and that the right to information and records of injured workers may be governed by state and federal law regarding the confidentiality of medical records including, but not limited to, The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Each party shall comply with all such laws and regulations in the performance of their respective obligations under this Agreement, to the extent such laws are applicable.

Contractor agrees that in the event of any breach of this Paragraph, damages may not be easily ascertainable and JNJ may immediately obtain an order granting injunctive relief, without any requirement to post a bond or prove money damages, preventing and restraining Contractor from any further breach of this Agreement. In addition, JNJ shall be entitled to all other remedies available at law or in equity, including, without limitation, money damages. In any action brought to enforce the terms and conditions of this Agreement for damages, the prevailing party shall be entitled to attorney's fees and costs at both the trial and appellate level from the non-prevailing party. In the event that any portion of this provision is determined to be unenforceable, then only that portion which is unenforceable shall be severed from this Agreement while the remainder shall continue in full force and effect to the maximum extent permitted by law.

Each party agrees that any material, data or information (including any information concerning the other's price quotes, preliminary concepts, marketing proposals, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, product plans, products, customer technical requirements, software, programming techniques, algorithms, services, suppliers, supplier lists, customers, employee lists, contractor lists, customer lists, personal information of any individual, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, business strategy, finances or other business information disclosed by the other party) provided by one party to the other is confidential and proprietary, whether or not expressly designated as such ("Confidential Information"), and the party receiving such notice shall not, without the disclosing party's prior written authorization, disclose such Confidential Information to any other party or use such Confidential Information for its own benefit except as contemplated by this Agreement. The recipient shall protect the confidentiality of the Confidential Information using at least the same measures it takes to protect its own confidential information of like kind, and shall restrict access to Confidential Information to its personnel, including employees and independent contractors on a need-to-know basis, and provided that such employees and independent contractors first agree to be bound by this provision of confidentiality.

In the event of any unauthorized access or theft of JNJ Services Inc. data, Contractor shall promptly notify JNJ Services Inc. and do all such acts and things as JNJ Services Inc. considers reasonably necessary to remedy or mitigate the effects of the data breach. The parties shall coordinate and cooperate in good faith on developing the content of any related public statements or any required notices.

**7. Arbitration and Class Action Waiver:**

Contractor and the Company agree to submit to mandatory binding arbitration any and all claims arising out of or related to Contractor's service with the Company, including, but not limited to, claims for breach of contract and unpaid wages, and/or discrimination including harassment based upon any federal, state or local ordinance, statute, regulation or constitutional provision. Further, to the fullest extent permitted by law, Contractor and the Company agree that no class or collective actions can be asserted in arbitration or otherwise. All claims, whether in arbitration or otherwise, must be brought solely in Contractor's or the Company's individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding.

Regardless of anything else in this Paragraph, the validity and effect of the Class Action Waiver may be determined only by a court and not by an arbitrator. SUBJECT TO THE ABOVE PROVISIO, THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS. THE PARTIES FURTHER WAIVE ANY RIGHTS THEY MAY HAVE TO PURSUE OR PARTICIPATE IN A CLASS OR COLLECTIVE ACTION PERTAINING TO ANY ARBITRABLE CLAIMS BETWEEN CONTRACTOR AND THE COMPANY. This Agreement does not restrict your right to file administrative claims you may bring before any government agency where, as a matter of law, the parties may not restrict your ability to file such claims (including, but not limited to, the National Labor Relations Board, the Equal Employment Opportunity Commission and the Department of Labor). However, the parties agree that, to the fullest extent permitted by law, arbitration shall be the exclusive remedy for the subject matter of such administrative claims. Any arbitration shall be conducted in Atlanta, Georgia through the American Arbitration Association (“AAA”) before a single neutral arbitrator, in accordance with the AAA employment arbitration rules then in effect.

**8. Independent Contractor:**

It is agreed and understood that Contractor’s relationship to JNJ is that of an Independent Contractor. Accordingly, Contractor shall be responsible for payment of his/her taxes and applicable insurance under existing laws, including, but not limited to social security taxes, and federal, state and city income taxes. The social security tax Contractor must pay, may be higher than the social security tax Contractor would pay if he or she were an employee. The services rendered by Contractor under this Agreement are not covered by the unemployment compensation laws of the State of Georgia. Contractor warrants that Contractor will make all necessary payments due appropriate governmental agencies to comply with the foregoing and indemnify JNJ against any claims, liabilities, cost, or expenses liabilities, cost, or expenses that may arise out of breach of the foregoing. It is agreed that as an Independent Contractor, free from authority and control of JNJ, Contractor is not covered by worker’s compensation insurance, healthcare benefits and/or any human resource related benefits offered by JNJ and Contractor expressly waives any such coverage(s) as a condition to his/her independent contractor status.

**9. Miscellaneous Provisions:**

This Agreement shall be binding upon the parties hereto and their respective employees, heirs and assigns. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia and the proper venue for any dispute arising in connection with this Agreement shall be in the State of Georgia and in accordance with the mandatory arbitration clause contained herein. This agreement is the product of negotiations between the parties and no ambiguity or particular provision of this Agreement shall be interpreted more narrowly for or against any party simply because one of the parties has acted as a scribe in preparing this document.

This Agreement shall continue and remain in effect at the will of the parties. This Agreement shall be terminable at any time at the will of either party, except that JNJ requests Contractor provide a written courtesy notice at least seventy-two (72) hours prior to the termination of this Agreement to give JNJ reasonable time for placement of said contractor. Nothing contained herein shall be construed as an employment agreement, partnership or joint venture.

If any part of this Agreement is, for any reason, declared invalid, such declaration shall not affect the validity of the remaining portion or portions of this Agreement, all of which shall remain in effect and be enforceable to the maximum extent permitted by law.

- a) This Agreement may be executed via facsimile, electronically and this Agreement may be executed in counterparts each of which shall be deemed an original, but all of which shall constitute in and the same agreement.
- b) This Agreement may not be modified or amended unless confirmed in a writing signed by both parties. Nor shall any act or omission constitute a waiver unless in writing and signed by both parties.

This Agreement constitutes the full and complete understanding between the Contractor and JNJ and supersedes all other written and oral agreements between the Contractor and JNJ. This Agreement may be waived or amended only by a written instrument signed by both the Contractor and JNJ. The validity, interpretation, performance, remedies and all other issues relating to this agreement shall be governed by the laws of the State of Georgia.

Agreed and Accepted:

**JNJ SERVICES, INC.**



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Chief Executive Officer

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Dianne Welch

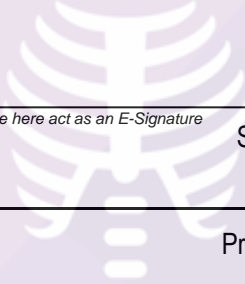
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Signature

Print Name

Date

**CONTRACTOR**



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*Signing your name here act as an E-Signature*

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Signature

Print Name

Date

