



JNJ Services

DRIVER INDEPENDENT CONTRACTOR'S AGREEMENT

THIS AGREEMENT TO TRANSPORT (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 transportation services via four-door sedan, four-door sport utility vehicle and/or passenger van ("Sedan Services" and/or "Transportation Services")

WHEREAS, Contractor desires to provide transportation services to JNJ Passengers 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 _____ 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 if 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.

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. 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, time, and location of the assignment.

Wait time: Contractor shall not invoice JNJ for wait time unless approved by JNJ prior to 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.

5) **Permitting and Licenses**

Contractor must maintain and possess all permits and licenses necessary to comply with all applicable rules, regulations and governmental authorities; and Contractor expressly warrants to JNJ that it possesses all such permits and licenses and that Contractor is in full compliance with all applicable laws, rules and regulations.

6) **Insurance:**

Contractor shall possess a current commercial automobile insurance policy ("**Contractor's Policy**") with limits of not less than \$100,000 per individual claim, \$300,000 per accident and \$50,000 for property damage. Contracting Provider agrees to submit a current and valid Certificate of Insurance to JNJ showing that Contracting Provider meets this requirement. Contractor shall, upon signing this Agreement, provide JNJ with a certificate of insurance naming JNJ as an additional named insured under Contractor's Policy as allowed by the Contracting Provider's insurance agent. Contracting Provider agrees to maintain said insurance coverage in full force and effect during the term of this Agreement. Any termination, modification or alteration in said coverage or status shall be communicated to JNJ within one (1) business day of such action.

JNJ reserves the right to charge Contractor for the reasonable cost of securing Contractor's Motor Vehicle Records for the purpose of validating the Contractor's driving history and driving record.

7) **Permitted Passengers:**

Except for the JNJ named passenger, whose identity shall be referenced in a facsimile or e-mail confirmation provided by JNJ to Contractor in connection with the scheduling of each appointment, no other passengers shall be permitted to ride in Contractor's vehicle while Contractor is performing services under this Agreement.

Furthermore, unless the minor is a JNJ named passenger, no minor shall be permitted in Contractor's vehicle while Contractor is performing any services under this Agreement unless Contractor obtains written approval in advance from JNJ. Contractor further agrees to indemnify and defend JNJ from and against any claims or damages arising out of any breach of this paragraph and/or any breach of this Agreement.

8) **Reporting of Accidents:**

In the event of a motor vehicle accident during Contractor's performance of services under this Agreement, Contractor shall immediately notify JNJ via telephone and report the accident verbally to JNJ. The contractor should take pictures of the vehicles involved in the accident and email those pictures immediately. Thereafter, Contractor shall call the police for all accidents and provide JNJ with a copy of the police report.

9) **Terms of Service under Agreement:**

- a) All Passengers must, at all times, be treated in a courteous and respectful manner
- b) Contractor must present themselves professionally in appearance and dress.
- c) Passengers must be provided with a smoke-free environment.
- d) Contractor must possess a valid and current driver's license in good standing.
- e) Contractor must have less than four points against their driver's license and/or driver's record within the 48- month period immediately preceding the client/JNJ named passenger appointment.
- f) While performing services for JNJ under this Agreement, Contractor must be completely free and clear of any prior convictions concerning driving under the influence of alcohol or any other controlled substance; and all drivers must be completely free and clear of any convictions concerning reckless driving. Likewise, Contractor shall not be the subject of any pending charges or allegations concerning reckless driving and/or concerning driving under the influence of alcohol or any other controlled substance while performing services for JNJ under this Agreement.
- g) Contractor shall not have been involved as the driver in any automobile accident within the five- year period immediately preceding the client/JNJ named passenger appointment; and no Contractor shall have any record of an accident chargeable to that him or her (regardless of whether the Contractor was at fault) within the three-year period immediately preceding the client/JNJ named passenger appointment.
- h) Contractor must have at least five years of consecutive driving experience during the five-year period immediately preceding the appointment.
- i) Contractor shall never have the subject of a license suspension or revocation for any reason.
- j) Contracting Provider will immediately provide updated information to JNJ, as to the status of each passenger assigned to them by JNJ. Ex: Gate codes, change of address, building & subdivision names.
- k) Contracting Provider will notify JNJ immediately of any incident involving a passenger.
- l) 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.
- m) Contracting Provider shall not contact, solicit or seek payment from injured workers or JNJ Clients (i.e., claimant's case manager and/or adjuster). Rates and/or payment shall only be discussed with JNJ.
- n) Contractor shall not at any time discuss financial or legal matters or advise passenger to seek the services of an attorney or medical provider or to provide the name and/or telephone number of such Service Providers.
- o) Contracting Provider agrees to accept passenger without discrimination based upon age, sex, race, color, religion, national origin, or the medical nature of the illness involved.

- c) Contracting Provider shall not solicit or entice passenger 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.

10. Vehicle Condition:

The vehicle interior must be clean and free of dirt, debris and cracks. The vehicle upholstery may not have any visible tears. All vehicles must, at a minimum, have all safety equipment required by law, including, but not limited to the following: rear-view mirror; side-view mirrors; working turn signal lights; working brake lights; working headlights; working windows; working speedometer; working air conditioner and working heater; and all seats must be in proper working order. All vehicle tires must be properly inflated with more than 10% tread-life remaining at all times.

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 keep respect the privacy of the injured worker/client/JNJ named passenger 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 seek an order granting injunctive relief 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. 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.

10) 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.

11) 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

12) Miscellaneous Provisions:

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.		CONTRACTOR	
 Chief Executive Officer	 Signature	 Signing your name here acts as an E-Signature	 Signature
Dianne Welch	Print Name		Print Name
 Date	 Date	 Date	Date
			