



JNJ Services

TRANSPORTATION VENDOR AGREEMENT

THIS AGREEMENT TO TRANSPORT (hereinafter the “**Agreement**”) is by and between JNJ SERVICES, INC. (“**the Company**” or “**JNJ**”) and _____ (“**Vendor**”) (collectively “**the Parties**”).

Recitations

WHEREAS, JNJ SERVICES, INC desires to retain Vendor 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, the Vendor desires to provide language services 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 (Vendor or JNJ) decides to terminate the agreement for any reason.

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

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

The Vendor has the right to accept or reject any assignment offered; however, once an assignment has been accepted and confirmed by the Vendor 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 Vendor at the agreed upon rates for the services assigned to Vendor by JNJ that are billed properly and in a timely fashion. Vendor agrees to look solely to JNJ for payment for services provided under this Agreement. JNJ shall only be obligated to pay Vendor for services authorized by JNJ. Failure to comply may result in non-payment. Vendor is to bill in fifteen (15) minute increments. Vendor may begin billing at the scheduled time of the appointment, not the actual start time of the appointment. JNJ may remit payment according to JNJ’s payment policy schedule.

4. Confirmations and Cancellations:

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

Wait time: Vendor 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 Vendor.

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

5. Permitting and Licenses

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

6. Insurance:

Vendor 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. Vendor Provider agrees to submit a current and valid Certificate of Insurance to JNJ showing that Vendor Provider meets this requirement. Vendor shall, upon signing this Agreement, provide JNJ with a certificate of insurance naming JNJ as an additional named insured under Vendor's Policy as allowed by the Vendor's insurance agent. Vendor 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 Vendor for the reasonable cost of securing Vendor's Motor Vehicle Records for the purpose of validating the Vendor'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 Vendor in connection with the scheduling of each appointment, no other passengers shall be permitted to ride in Vendor's vehicle while Vendor is performing services under this Agreement.

Furthermore, unless the minor is a JNJ named passenger, no minor shall be permitted in Vendor's vehicle while Vendor is performing any services under this Agreement unless Vendor obtains written approval in advance from JNJ. Vendor 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 Vendor's performance of services under this Agreement, Vendor shall immediately notify JNJ via telephone and report the accident verbally to JNJ. The Vendor should take pictures of the vehicles involved in the accident and email those pictures immediately. Thereafter, Vendor 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) Vendor must present themselves professionally in appearance and dress.
- c) Passengers must be provided with a smoke-free environment.
- d) Vendor must possess a valid and current driver's license in good standing.
- e) Vendor 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, Vendor 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, Vendor 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) Vendor 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 Vendor shall have any record of an accident chargeable to that him or her (regardless of whether the Vendor was at fault) within the three-year period immediately preceding the client/JNJ named passenger appointment.
- h) Vendor must have at least five years of consecutive driving experience during the five-year period immediately preceding the appointment.
- i) Vendor shall never have the subject of a license suspension or revocation for any reason.
- j) Vendor 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) Vendor will notify JNJ immediately of any incident involving a passenger.
- l) Vendor 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) Vendor 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) Vendor 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) Vendor agrees to accept passenger without discrimination based upon age, sex, race, color, religion, national origin, or the medical nature of the illness involved.

- p) Vendor 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.

11. Confidentiality:

JNJ and the Vendor 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, Vendor shall keep confidential and not disclose any information related to JNJ or its customers for any purpose whatsoever.

JNJ and the Vendor 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.

Vendor 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 Vendor 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.

12. Arbitration and Class Action Waiver:

Vendor and the Company agree to submit to mandatory binding arbitration any and all claims arising out of or related to Vendor'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, Vendor 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 Vendor'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 VENDOR 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.

13. Independent Vendor:

It is agreed and understood that Vendor's relationship to JNJ is that of an Independent Vendor. Accordingly, Vendor 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 Vendor must pay, may be higher than the social security tax Vendor would pay if he or she were an employee. The services rendered by Vendor under this Agreement are not covered by the unemployment compensation laws of the State of Georgia. Vendor warrants that Vendor 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 Vendor, free from authority and control of JNJ, Vendor is not covered by worker's compensation insurance, healthcare benefits and/or any human resource related benefits offered by JNJ and Vendor expressly waives any such coverage(s) as a condition to his/her independent Vendor status.

14. 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 Vendor 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 Vendor. 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 Vendor and JNJ and supersedes all other written and oral agreements between the Vendor and JNJ. This Agreement may be waived or amended only by a written instrument signed by both the Vendor 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.

Dianne Welch
Chief Executive Officer

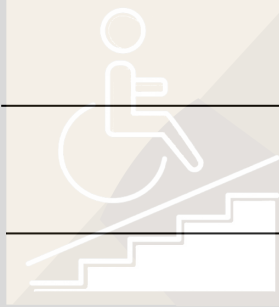
JNJ Services Inc.

VENDOR



Authorized Personnel Name

Authorized Personnel Signature



Vendor EIN

Date

