

# **Boomerang Transport, LLC**

## **Independent Contractor Agreement**

This independent contractor agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_. By and between Boomerang Transport, LLC a North Carolina Limited Liability Corporation, and \_\_\_\_\_ (“Contractor”).

WHEREAS, Boomerang Transport, LLC is in the business of providing medical transportation services and desires to engage Contractor and Contractor desires to be engaged by Boomerang Transport, LLC, as an independent contractor, to transport Boomerang Transport, LLC’s clients.

NOW THEREFORE, in consideration of the mutual agreement set forth in this Agreement, the receipt and adequacy of which are hereby acknowledged Boomerang Transport, LLC and Contractor hereby agree as follows:

**1. ENGAGEMENT OF Contractor:** During the term of this agreement Boomerang Transport, LLC shall retain Contractor to transport Boomerang Transport, LLC’s clients in a vehicle owned by Contractor, on an “as needed” basis upon the terms and conditions set forth in the Agreement. All services under this Agreement will be rendered by Contractor as an independent contractor and Contractor shall not be considered an employee, partner or agent of Boomerang Transport, LLC. Additionally all services under this Agreement will be rendered by Contractor as an independent contractor and are not covered by federal or state unemployment compensation laws. Contractor is responsible for all estimated social security, state, and federal tax which could be higher than in an employee relationship with Boomerang Transport LLC.

**2. INSURANCE COVERAGE:** Contractor agrees to obtain and keep in force at all times (at Contractor’s sole cost and expense) a policy(ies) of Commercial/Auto Liability, to cover all costs, losses and expenses arising from operation of the equipment while it is in operation in amounts not less than:

- a. \$100,000.00 for bodily injury to, or death of, one person in any one accident.
- b. \$300,000.00 for bodily injury to, or death of two or more persons in any one accident.
- c. \$50,000.00 for property damage to a third party.

Contractor shall provide Boomerang Transport, LLC certificate (s) of insurance evidencing above coverage is for Business/Commercial purposes to transport individuals. Further, Contractor shall on request, submit for inspection by Boomerang Transport, LLC any of such policies. Boomerang Transport, LLC may also purchase commercial automobile liability insurance for the benefit of Contractor, in which event Boomerang Transport, LLC shall charge

back the cost of such insurance to Contractor. In addition, Contractor shall be responsible for providing his or her own Workers' Compensation coverage and holds harmless Boomerang Transport LLC from any such claim.

If Contractor does not have a Business/Commercial insurance policy, then Boomerang Transport, LLC will offer one to you at the low negotiated rate of \$0.05/ loaded mile as long as Contractor has a personal auto policy with at least 100/300/50 limits. If Contractor has lower limits but is still meeting local and federal requirements, the insurance deduction will be \$0.10/ loaded mile. To obtain this coverage Contractor will need to fill out the form of the state(s) you operate in and you will be provided with a commercial driver's certificate that you will keep with you in your vehicle at all times in addition to an accident report form. If Contractor has their own policy they may provide Boomerang Transport LLC with a certificate of insurance naming Boomerang Transport LLC as an Additional Insured and Contractor will be waived from the insurance deduction.

Answers to frequently asked questions:

1. This insurance is third party liability to cover you as a driver and the passenger you are transporting should there be an accident while they are in the car.
2. This Commercial Auto Policy will cover physical damage to your vehicle while you are under contract assignment for Boomerang Transport (while you have a passenger in the vehicle). In those instances there is up to \$20,000 of damage coverage with a \$1,000 deductible. Accidents that occur are to be reported to this Primary Commercial Auto Policy.
3. You should not cancel your own coverage as this policy only provides coverage when there is a contracted passenger in the car and you are under contract for Boomerang Transport. Your personal insurance will also not offer you a discount on your existing policy.
4. This insurance is only good while you are working under contract assignment for Boomerang Transport.
5. If you have an accident with a passenger in the car, you need to follow the regulations of the state as to calling police and ambulance (call 911 first, Boomerang dispatch second). When you are able to report accident, you should report directly to Boomerang Transport with complete details as requested on the provided accident report.

### **3. PERMITTED PASSENGERS:**

Except for Boomerang Transport's named Passenger, whose identity shall be referenced in a facsimile or e-mail confirmation provided by Boomerang Transport, LLC 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, 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 Boomerang Transport, LLC. Contractor further agrees to indemnify and defend Boomerang Transport, LLC from and against any claims or damages arising out of any breach of

this paragraph and/or any breach of this Agreement.

#### **4. REPORTING OF ACCIDENTS:**

In the event of an accident during Contractor's performance of services under this Agreement, Contractor shall immediately notify Boomerang Transport, LLC via telephone and report the accident verbally to Boomerang Transport, LLC. Thereafter, Contractor shall provide a written report to Boomerang Transport, LLC documenting the accident and including a copy of the police report and any other written accident reports.

#### **5. DRIVER ELIGIBILITY:**

Contractor shall meet all of the below driver eligibility requirements:

1. A minimum age of twenty-five (25) years.
2. Possession of a valid driver's license for the type of vehicle to be operated, issued by the resident state of the driver.
3. No record of a citation or conviction for the violations listed below during the sixty (60) consecutive months (five years) prior to the date of engagement:
  - a. Driving under the influence of alcohol or drugs.
  - b. Refusal to submit to a test of intoxication or impairment requested by a law enforcement officer.
  - c. Operating a motor vehicle, which contains alcoholic beverages in open containers contrary to law.
  - d. Being charged with a homicide resulting from the unlawful or negligent operation of a motor vehicle.
  - e. Operating a motor vehicle while the driver's licenses was suspended, cancelled or expired.
  - f. Failing to stop or remain at the scene of an accident.
  - g. Driving a motor vehicle in a speed exhibition, contest or drag race.
  - h. Use of a motor vehicle in the commission of a felony.
  - i. Dangerous or careless operation of a motor vehicle, whether causing harm to another person or not.
  - j. Operating a motor vehicle without the permission of the owner.
  - k. Fleeing or attempting to flee a law enforcement officer.
4. No record of involvement in an at fault traffic accident resulting in a person's death or bodily injury.
5. No record of involvement in more than two (2) at fault traffic accidents and two (2) moving violations in any vehicle in the sixty (60) consecutive months prior to the date of engagement.
6. No record of involvement in more than one (1) at fault traffic accident and three (3) moving violations in any vehicle in the sixty (60) consecutive months prior to the date of engagement.
7. No record of conviction for more than four (4) motor vehicle moving violations in any vehicle in the sixty (60) consecutive months prior to the date of engagement.

8. Completion of a suitable contractor/driver information sheet.
9. Evidence of a valid driver's license.

## 6. RATES & INVOICING:

Contractor shall meet all of the below requirements for the ride to be paid:

1. Boomerang passengers are to be treated with the respect and patience they deserve, regardless of their disposition
2. Contractor is to notify the Coordinator of any accidents or traffic violations immediately.
3. Contractor is to notify the Coordinator of any vehicle problems that could prevent a future pick up.
4. Completed Assignments will be paid out every 2 weeks on Friday either by direct deposit or a paper check.
5. Completed Assignments must be logged by the Boomerang Machine. Boomerang Machine instructions are located in Article 1.
6. Standard pay for completed trips is \$0.75 per loaded mile with a \$11.75 minimum pay per leg. A completed one way trip pays a minimum of \$11.75, a completed two leg trip pays a minimum of \$23.50, a completed three leg trip pays a minimum of \$35.25, etc.
7. Other pay rates are \$10.00 for no shows and \$10.00/hour for wait time. Wait time is sometimes approved for long distance trips (ex. over 80 miles round trip) or trips with multiple stops. When wait time is approved you will see it indicated in the manifest. Wait time starts counting after the first hour of waiting past the appointment time listed on the manifest.
8. Boomerang Transport, LLC has instituted a gas bonus plan due to the increase in the price of gas . We have taken an average over the period from April 2010- March 2011 from [http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM\\_EPMR\\_PTE\\_NUS\\_DPG&f=W](http://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMM_EPMR_PTE_NUS_DPG&f=W) and the average price is \$2.84. Going forward we will be paying a bi-weekly gas bonus that will pay you the difference between \$2.84 and the current average. The current is based on the latest version of [http://www.eia.doe.gov/oog/info/twip/twip\\_gasoline.html#prices](http://www.eia.doe.gov/oog/info/twip/twip_gasoline.html#prices). To complete this calculation we will assume a gas efficiency of 20 miles per gallon for every vehicle.

Here is an example:

Loaded Miles 500 | Gas efficiency 20 miles per gallon | Total gallons of gas = 25  
 Current price = \$3.38 per gallon | Bonus Differential = \$.54 per gallon  
 Bonus Calculation = Total gallons of gas X Bonus Differential  
 \$13.50 = 25 X \$.54

9. The following items are subject to a fine which start at \$10 and go up to the full cost of the ride: being late for a pick up time or SMS code check in, backing out last minute for a trip, falsifying codes, allowing an unauthorized passenger, not having or not using a GPS device during the transport, vehicle not meeting Boomerang requirements past credentialing, vehicle containing a smoke smell or otherwise offensive odor, having inappropriate or unapproved conversation with the passenger as outlined in item 14

below, deviating from the manifest in any way such as taking the passenger to an address without approval, transporting a Boomerang passenger without Boomerang knowledge, leaving the premises during a wait time approved trip without authorization, and excessive vehicle failures which prevent successful transports.

10. In the event that you are unable to complete your ride and we have no other options. In these instances you will be responsible for the full cost of the taxi ride.
11. Expenses incurred during the normal course of business such as parking or tolls should be avoided. However, if they are unavoidable then they are reimbursable with prior Coordinator approval and submitted via email with passenger name, date, amount to reimburse and receipt within 24 hours of the ride ending.
12. Contractor is to never attempt to offer any legal advice, pertaining to their situation or otherwise.
13. Contractor is to never attempt to solicit rides while under contract with Boomerang Transport where the passenger hires you directly as opposed to going through Boomerang Transport.
14. Contractor is to keep the conversations with all Boomerang passengers very trivial, and be sure not to discuss any personal topics that might make your passenger uncomfortable such as discussing their injury, political discussions, or religious discussions.
15. Failure to meet any of these requirements can result in termination of operator agreement.

## **7. VEHICLE:**

1. No texting while driving
2. Vehicle is to remain neat with no evidence of trash or unnecessary obstacles
3. No smoking or smoke smell in your vehicle at any time
4. Vehicle must be a 4 door minivan, sedan, or SUV (no trucks with a pickup bed).
5. Vehicle must have no vehicle modifications or body damage.
6. Vehicle must be less than 15 years old.
7. Contractor is to obey all traffic laws including speed limits and complete stops at traffic and red lights. Defensive driving should be practiced at all times.
8. Contractor is to adhere to all county and state regulations as they relate to licensing and credentialing requirements for drivers in addition to the licensing & credentialing conducted by Boomerang Transport.
9. Contractor is permitted to assist the passenger in and out of the vehicle, but due to insurance restrictions contractor is not to assist them into the building or walk outside of a 5 foot radius of your vehicle with the passenger or they will not be covered
10. Contractor is to notify management regarding any changes to your current insurance policy before those changes take place.

## **8. MISCELLANEOUS:**

1. Contractor is to dress in a professional manner
2. Contractor will be notified of any potential new assignments unless Contractor blacks out certain days using online form: <http://www.boomerangtransport.net/for-drivers-only/>.

I have read and understand the terms of the Boomerang Tablet and hereby affirm that I will adhere to them.

Boomerang Transport, LLC

Contractor- Please fill out this side

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_JP Carlin\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_Managing Member\_\_\_\_\_

Print Title: \_Independent Contractor/ Driver\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Article 1

1. Contractor is to check the Google calendar at the beginning of each day to confirm any changes to the rides. It is possible to set it up to send you a daily summary as shown in the training videos.
2. Contractor is to text in their progress to the system as they go through their trip. There are 2 correspondence phone numbers:

Boomerang Machine- 704-869-2666

Boomerang Person- 704-266-6061

Unless you have a question you want to ask a human being, **you will only use the Boomerang Machine number to send in your text updates.** The machine has time sensitivities that it will expect each text message in by. Be sure to send in your text messages timely to avoid any penalties! (we do not want to issue penalties, so please don't put us in that position)

Each ride will have a unique code generated. The formula for that code is the first 3 letters of your first name (as listed on the manifest) followed by the first 3 letters of the passenger's first name. **Spaces in first or last names (less than 3 characters) will be replaced by q's.** Always refer to the text code provided on your calendar event. The system is not case sensitive.

Ex. JP Carlin drives Sandra Bullock. Text code- jpqsan

Ex. Sandra Bullock drives JP Carlin. Text code- sanjq

Ex. Wes Turner drives Reese Witherspoon. Text code- wesree

After your text code you will put the number that corresponds with the trip update. There are a few acceptable formats.

If Wes Turner drives Reese Witherspoon he could text:

- wesree-1 (CODE-1, a dash between the code and the number)
- wesree1 (CODE1, no space between the code and the number)
- wesree 1 (CODE 1, a space between the code and the number)
- It will not accept any other formats, watch out for auto correct and no extra spaces

Below you will find the outline for a standard 2 leg trip, using CODE for text code. Then will be a 1 leg trip example, then a 3 leg trip. Since the bulk of your rides will likely be standard 2 leg trips, here is that example first. You will only need to text the CODE-#, not the wording afterwards (which is just to clarify each step for this training)

CODE-1: LEAVING DRIVER'S HOUSE FOR PICK UP (\*MUST BE SENT AT

LEAST 1 HOUR BEFORE PICKUP TIME- VERY IMPORTANT SO WE KNOW YOU HAVE STARTED\*)

CODE-2: ARRIVED AT PICK UP LOCATION

NOTE- Here the system will ask you if you have an additional passenger that is requesting to ride that is not already authorized on the manifest. Reply CODE-Y for yes or CODE-N for no. If there is not an additional passenger request you can respond CODE-N and continue on your trip. If there is and you respond CODE-Y, then you will need to sit tight while we try to get authorization. You will receive a text message shortly after to let you know whether the additional passenger is approved or not, at which point you can proceed either with or without the additional passenger. If you get antsy, you can always text or call the Boomerang Person line.

CODE-3: PICKED UP CLIENT, LEAVING FOR DESTINATION IS IMMINENT

CODE-4: CLIENT DROPPED OFF AT LOCATION

NOTE- If the appointment goes longer than one hour, the system will ask you if you need more time. You will respond CODE-TIME. You will continue to do this every 30 minutes until the passenger comes out of the appointment.

CODE-5: CLIENT PICK UP FOR FINAL LEG

CODE-X: CLIENT DROPPED OFF SAFELY AND TRIP COMPLETE

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Below you will find the outline for a standard 1 leg trip, using CODE for text code:

CODE-1: LEAVING DRIVER'S HOUSE FOR PICK UP (\*MUST BE SENT AT LEAST 1 HOUR BEFORE PICKUP TIME- VERY IMPORTANT SO WE KNOW YOU HAVE STARTED\*)

CODE-2: ARRIVED AT PICK UP LOCATION

NOTE- Here the system will ask you if you have an additional passenger that is requesting to ride that is not already authorized on the manifest. Reply CODE-Y for yes or CODE-N for no. If there is not an additional passenger request you can respond CODE-N and continue on your trip. If there is and you respond CODE-Y, then you will need to sit tight while we try to get authorization. You will receive a text message shortly after to let you know whether the additional passenger is approved or not, at which point you can proceed either with or without the additional passenger. If you get antsy, you can always text or call the Boomerang Person line.



CODE-3: PICKED UP CLIENT, LEAVING FOR DESTINATION IS IMMINENT

CODE-X: CLIENT DROPPED OFF AT LOCATION

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If you are on a trip that has more than 2 legs, continue counting the numbers up in sequence, and it will work out to 2 numbers for each leg. Ex. Taking the passenger from the first appointment to the second would be CODE-6, from the second appointment home would be CODE-7, then dropping off at home (trip complete) would be CODE-X. A 4 leg trip would add CODE-8 and CODE-9 before CODE-X.

3 leg trip example:

CODE-1: LEAVING DRIVER'S HOUSE FOR PICK UP (\*MUST BE SENT AT LEAST 1 HOUR BEFORE PICKUP TIME- VERY IMPORTANT SO WE KNOW YOU HAVE STARTED\*)

CODE-2: ARRIVED AT PICK UP LOCATION

NOTE- Here the system will ask you if you have an additional passenger that is requesting to ride that is not already authorized on the manifest. Reply CODE-Y for yes or CODE-N for no. If there is not an additional passenger request you can respond CODE-N and continue on your trip. If there is and you respond CODE-Y, then you will need to sit tight while we try to get authorization. You will receive a text message shortly after to let you know whether the additional passenger is approved or not, at which point you can proceed either with or without the additional passenger. If you get antsy, you can always text or call the Boomerang Person line.

CODE-3: PICKED UP CLIENT, LEAVING FOR DESTINATION IS IMMINENT

CODE-4: CLIENT DROPPED OFF AT LOCATION

NOTE- If the appointment goes longer than one hour, the system will ask you if you need more time. You will respond CODE-TIME. You will continue to do this every 30 minutes until the passenger comes out of the appointment.

CODE-5: CLIENT PICK UP FOR NEXT LEG

CODE-6: CLIENT DROPPED OFF AT LOCATION

NOTE- If the appointment goes longer than one hour, the system will ask you if you need more time. You will respond CODE-TIME. You will continue to do this every 30 minutes until the passenger comes out of the appointment.

CODE-7: CLIENT PICK UP FOR NEXT LEG

CODE-X: CLIENT DROPPED OFF SAFELY AND TRIP COMPLETE

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**\*\*\*Please note that your wait time pay is based on the timing of these text messages so be sure they are highly accurate. If you make a mistake in the timing, please correspond with a coordinator using the Boomerang Person line (704-266-6061). Drivers are no longer to text in a statement of their wait time\*\*\***

3. Each patient should be given a business card with Boomerang's number (704-266-6061) and the number of the driver doing the next leg of the trip.
4. If a major decision needs to be made (i.e. making a second stop) a call must be made to the Coordinator for consultation. All changes to the calendar destinations must be approved. If no one is available, stick to the protocol listed in the manifest.
5. Late arrivals, no shows or missed appointments should be reported to the Coordinator immediately by making a phone call or text message to the Boomerang Person number (704-266-6061).
6. If a ride is especially long, you are to frequently ask the claimant if they would like to stop to use the restroom.