ALONG CAR SERVICE

We pride ourselves on punctuality.
www.alongcarservices.com

NEW DRIVER CHECKLIST/CONTRACT

Driver unit #: _____

APPLICANT INFORMATION

Full Name: _____ _____ _____ Date: _____
Last Name First Name M.I.

Address: _____
Street address Apartment/Unit #

_____
City State Zip code

Telephone number: _____ Email: _____

Starting Date: _____ Social Security No: _____ Desired Number: _____

Please check all the documents submitted:

✔	TLC License	✔	DMV License
✔	Social Security Card	✔	TCL/WCTLC DIAMOND
✔	Certificate of Insurance	✔	FH1 Proof of Insurance
✔	Vehicle Registration	✔	Vehicle Inspections

DRIVER OBLIGATIONS: The driver agrees to use the services of Along Car Service Corp. upon the term and conditions hereof and in exchange therefore shall pay to ALONG CAR SERVICE CORP. a daily or weekly fee in accordance to this agreement.

BASE AFFILIATION INFORMATION

Base Name: _____ Base #: _____

EMERGENCY CONTACT

Full Name: _____ Telephone number: _____

DIRECT DEPOSIT INFORMATION

Account Number: _____ Routing number: _____

PLEASE NOTE IT IS YOUR RESPONSIBILITY TO MAINTAIN ALL YOUR PERSONAL RECORDS UP TO DATE SUCH AS ADDRESS, BANK INFORMATION, VEHICLE INFORMATION, ETC.

NEW DRIVER REVIEW SHEET

- The weekly payment cutoff dates are from Wednesdays to Tuesdays.
- Weekly payments are done every Friday. Payments via check are available after 2:00p.m. All payments are done every Friday.
- NEXT DAY PAY (24HRS) charge is 10% per transaction.
- NEXT DAY PAY trips Friday to Sunday are paid Mondays.
- NEXT DAY PAY first week waiver does not apply.
- Weekly Payments base fee is $65.00 no exceptions.
- All tolls are only paid crossing with the member on board.
- All tolls are only paid at the EZPASS rate.
- Direct Deposit transaction is $10.00.
- Must maintain all documents up to date.
- Must handle all passenger information with utmost care.
- Must be professional, courteous and offer help when possible with members.
- Must follow all State, Local and NYC TLC / WCTLC rules and regulations.
- Summons received by the base due to DMV inspection violation will deducted from drivers payment.

By signing this document, I acknowledge that I have read all the above information and have complete understanding of everything that has been explained to me.

_____	_____	_____	_____
Drive Signature	**Drive Initials**	**Unit #**	**Date**

Clear form

Independent Contractor Agreement

This Agreement is entered into on the date signed below between Along Car Service, located at 1161 Intervale Avenue Bronx NY 10459, and the contractor _____, residing at _____, for the provision of driving services as an independent contractor.

1. Services to Be Performed

The Contractor agrees to provide transportation services, including but not limited to non-emergency medical transportation (NEMT) and rideshare services, as required by the Client.

2. Payment Terms

Along Car Service agrees to compensate the Contractor according to the fee structure established by Along Car Service Corp. Rates are subject to change at the discretion of the Client without prior notice.

Payments will be made on a weekly basis, contingent upon submission and verification of a completed trip report. The trip report must include the following details:

- Invoice number
- Dates of completed trips
- A summary of the work performed

Passengers must be in the car to qualify. Tolls and pre-approved expenses, such as parking fees, will be reimbursed provided the Contractor submits valid receipts for these expenses.

3. Contractor Obligations

The Contractor is responsible for all expenses incurred while performing services under this agreement, including but not limited to:

- Vehicle-Related Costs: Travel expenses, parking, maintenance, and repairs.
- Fines and Fees: Parking tickets, moving violations, and related penalties.
- Licensing and Insurance: Costs for required permits, licenses, and insurance premiums.
- Fuel and Taxes: Fuel expenses and applicable taxes.
- Communication Expenses: Costs for cell phones, tablets, or other communication devices.
- Meals and Incidentals: Expenses for meals and other miscellaneous costs.

Along Car Service Corp will reimburse the Contractor for specific, pre-approved expenses directly related to services performed under this agreement, such as tolls (e.g., E-ZPass) incurred for trips to and from members' medical appointments.

The Contractor must also:

- Maintain current and valid licenses, insurance, and inspections.
- Provide timely, safe, and professional services in full compliance with New York State regulations.
- Supply and maintain their own vehicle and any necessary equipment.

4. Vehicle Standards

Contractor's vehicle must meet the following requirements:

- Be no older than 7 years (exceptions must be pre-approved).
- Pass annual safety inspections by an approved NYS inspection facility.
- Be clean, smoke-free, and well-maintained.
- Have functional seatbelts, air conditioning, and heating systems.

5. Independent Contractor Status

The Contractor acknowledges and agrees that they are not an employee of Along Car Service Corp. As an independent contractor, the Contractor:

- Controls their own work schedule and the manner in which services are delivered.
- Is fully responsible for all operational expenses, including but not limited to fuel, vehicle maintenance, and insurance.
- Is not entitled to unemployment benefits or other employee-related benefits under New York State law.
- Understands and complies with all applicable New York State laws governing independent contractors, including but not limited to:
  - Providing proof of valid licenses, registrations, and insurance as required by law.
  - Adhering to wage and hour regulations as outlined in the New York State Freelance Isn't Free Act.
  - Meeting tax obligations, including self-employment taxes.

The Contractor further acknowledges their responsibility for complying with all federal, state, and local laws relevant to the performance of services under this agreement.

6. Compliance with Laws

The Contractor agrees to comply with all applicable federal, state, and local laws, including but not limited to:

- NYS Traffic Laws
- TLC and WCTLC regulations
- Insurance requirements

7. Termination

This agreement may be terminated by either party with or without cause, provided a 7-day written notice is given.

8. Confidentiality

The Contractor agrees to maintain confidentiality of all client and company information obtained during the course of service provision.

9. Insurance Requirements

Contractors must carry and maintain the following insurance:

- Minimum liability insurance as required by NYS.
- Proof of insurance filed with the company.

10. Return of Materials

Upon termination of the contractor's services to the client, or at the client's request, the contractor shall promptly return all materials in their possession that relate to the client's business. The contractor acknowledges that any breach or threatened breach of this section would result in irreparable harm to the client, for which monetary damages would be an inadequate remedy. As such, the client shall be entitled to equitable relief, including injunctive relief.

11. Non-Competition

The contractor agrees that during the term of this agreement and for a period of [insert duration] following its termination, they will not directly or indirectly engage, participate, or hold any interest in any business or activity that competes with the client's business within [insert geographical area]. This restriction applies to the contractor in their personal capacity and in any role, including as an employee, partner, consultant, or owner.

12. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

13.Entire Agreement

This agreement constitutes the entire agreement between the client and the contractor, superseding all prior oral or written agreements, understandings, or representations. Any changes or modifications to this agreement must be made in writing and signed by both parties.

14. Severability

If any provision of this agreement is deemed invalid or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

15. Waiver

The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that party's right to enforce and compel strict compliance with every provision of this agreement.

16. Notices

Any notices or communications required or permitted under this agreement shall be in writing and deemed duly delivered when:

- Delivered personally.
- Sent via registered mail.
- Sent by email to the addresses provided by each party.

17. Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. Governing Law

This agreement shall be governed by the laws of the State of New York.

Acknowledgment By signing below, both parties agree to the terms and conditions outlined in this agreement.

Contractor Signature: _____ **Date:** _____

Company Representative Signature: _____ **Date:** _____

Disclaimer and Signature

I certify that all information provided is true and complete to the best of my knowledge. I understand that any false or misleading information provided in this application or during the interview process may result in the termination of my contract.

I acknowledge that I have reviewed all required information and documents as specified by Along Car Service Corp. I accept full responsibility for the accuracy of the information I have provided. Any errors or omissions in this application are not the responsibility of Along Car Service Corp.

Along Car Service Corp. reserves the right to modify this Agreement at any time. Any changes will take effect on the date specified by the company, and notification will be provided as required.

As a subcontractor, I acknowledge that I am responsible for adhering to all applicable local, state, and federal laws and regulations while performing services under this agreement. I also accept responsibility for any resulting liabilities incurred through my failure to comply with such laws and regulations.

By signing this Agreement, I authorize Along Car Service Corp. to deduct from my paycheck any fees owed, including but not limited to enrollment fees, data fees, or other amounts owed under this Agreement.

I acknowledge and agree that my relationship with Along Car Service Corp. is that of an independent contractor. This Agreement does not constitute employment, partnership, or any other relationship beyond that of an independent contractor.

Agreement Date

This Agreement is made on:

- **Month:** _____
- **Day:** _____
- **Year:** _____

Parties to the Agreement

- **Along Car Service Corp.**, a **New York Corporation**, hereinafter referred to as "Along Car Service."
- **Driver Name**: _____, hereinafter referred to as "Driver."

Office Use Only

Base Enrollment Fee: ($)	**65**	**Today's Date:**	
Weekly Base Fee: ($)		**Office Staff (Print):**	
Driver Starting Date of Service:		**Office Staff Signature:**	

Business Associate Agreement (HIPAA)

This Privacy Agreement ("Agreement") is effective upon signing and is entered into by and between **Along Car service Corp.** ("Covered Entity") and _____ ("Independent Contractor").

I. Term

This Agreement remains in effect for its duration and applies to all services and/or supplies provided by the Business Associate under this Agreement.

II. HIPAA Assurances

If the Business Associate creates, receives, maintains, or is exposed to Protected Health Information (PHI) as defined by HIPAA and its related regulations, the Business Associate agrees to:

1. Comply with HITECH regulations as applicable.

2. Use or disclose PHI only as permitted by law or as directed by the Covered Entity.

3. Protect the confidentiality, integrity, and availability of PHI through appropriate safeguards, including administrative, physical, and technical measures.

4. Report promptly to the Covered Entity any security incidents or unauthorized disclosures of PHI.

5. Ensure subcontractors or agents agree to and comply with the same restrictions and conditions regarding PHI.

6. Provide individuals with access to their PHI as required by HIPAA.

7. Account for PHI disclosures as requested by the Covered Entity, including dates, recipients, descriptions, and purposes.

8. Allow the U.S. Secretary of Health and Human Services access to records related to PHI use or disclosure for compliance reviews.

9. Amend PHI as requested by the Covered Entity.

10. Enter into additional agreements, if necessary, to ensure compliance with HIPAA regulations.

III. Termination Upon Breach

The Covered Entity may terminate this Agreement immediately if the Business Associate breaches any term of this Agreement. Alternatively, the Covered Entity may provide written notice of the breach, allowing five (5) business days for the Business Associate to cure the breach. If termination is not feasible, the Covered Entity must report the breach to the U.S. Department of Health and Human Services.

IV. Return or Destruction of PHI

Upon termination, the Business Associate must return or destroy all PHI received from the Covered Entity unless infeasible, in which case the Business Associate must notify the Covered Entity and continue to safeguard PHI per this Agreement.

V. No Third-Party Beneficiaries

This Agreement applies solely to the parties involved and does not confer rights to third-party beneficiaries.

VI. De-Identified Data

The Business Associate may disclose de-identified data provided it does not contain information that could enable re-identification.

VII. Amendment

This Agreement may be amended in writing as necessary to ensure compliance with HIPAA, HITECH, or other relevant laws.

VIII. Interpretation

Any ambiguities in this Agreement will be resolved to allow compliance with HIPAA and its regulations.

IX. Definitions

Capitalized terms have the meanings assigned by HIPAA and its related regulations.

X. Survival

Obligations under this Agreement will survive its expiration or termination.

Acknowledgement and Signature

Covered Entity

Signature: _____

Date: _____

Name: _____

Title: _____

Independent Contractor

Signature: _____

Date: _____

Name: _____

Title: DRIVER

Clear