

INDEPENDENT CONTRACTOR AGREEMENT

Agreement by and between, _____ (hereinafter the "Occupational Therapist") with offices for the transaction of business located at _____,

New York, 11 ___ and Island Home Care Agency, Inc., (hereinafter "Island") with offices located at 175 D Commerce Drive Hauppauge, NY 11788, made this _____ day of _____, 20 ___.

WHEREAS, the Occupational Therapist is a duly licensed Occupational Therapist who wishes to contract with Island, to provide Occupational Therapy services to its clients, and

WHEREAS, the Occupational Therapist declares that she/he is engaged in an independent business and has complied with all federal, state and local laws regarding necessary business permits and licenses that are required in order for the Occupational Therapist to perform his/her duties under this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE:

1. Term - The term of this contract shall be for the period _____, 20 ___ through _____, 20 ___, and may not be terminated earlier except for cause upon 14 days prior written notice to the terminated party. In any event, after termination for cause all scheduled evaluations, screenings, and any pending Occupational Therapy services and reports shall be completed by the Occupational Therapist.

2. Duties of the Occupational Therapist

a. The Occupational Therapist represents that she/he is, and shall remain during the term of this agreement, a duly licensed Occupational Therapist, licensed pursuant to the laws of the State of New York.

b. The Occupational Therapist shall conduct professional screenings and evaluations, render reports and evaluations, set forth recommendations, and instruct clients referred to the Occupational Therapist by Island, pursuant to the exercise of professional judgment in accordance with the terms and provisions of the State Education Department. It is anticipated that services will be rendered within seven (7) days of the date when the client is referred to the Occupational Therapist by Island subject to the available time of the Occupational Therapist and other professional commitments of the Occupational Therapist, except in cases of emergency when professional services may be required sooner.

c. The professional services provided by the Occupational Therapist, the contents of any evaluation and/or written report of examination and/or treatment, together with diagnosis, shall be afforded the greatest degree of professional attention and confidentially by the Occupational Therapist of Island.

d. The Occupational Therapist will supply all professional equipment, devices and supplies necessary or desirable to undertake and complete the screening/evaluation and/or Occupational Therapy of a client.

3. Payment for Services - Island and the Occupational Therapist will negotiate a fee for the Occupational Therapist's services on a case by case basis in good faith. The Occupational Therapist will prepare a treatment verification record, which will be submitted, to Island. The Occupational Therapist will receive remuneration for her/his services on a case by case basis and will be paid weekly upon submission of necessary paperwork. The Occupational Therapist will not be paid for writing time or paper work time outside of the Occupational Therapy, screening and/or evaluation sessions. The Occupational Therapist will not be paid for any necessary attendance at client reviews, which are not during their regularly scheduled therapy times. The Occupational Therapy will not be paid for travel time.

3a. Submission of documentation for all services rendered must be received within 5 business days following the visit to the patient. Island will accept a faxed copy sent to the nursing supervisor, but only as an immediate update of the patient, this does not eliminate nor remove the mandate of hard copy being mailed within 5 business days and received by Island.

4. Relationship Between the Parties - The status of the Occupational Therapist during his/her association with Island is that of an independent contractor.

a. Right of Refusal - The Occupational Therapist may refuse to provide services to any referred client.

b. Supervision - The Occupational Therapist retains the sole right to control or direct the manner in which the services herein are to be performed.

c. Benefits - The Occupational Therapist shall not be considered an employee for any purpose and is not entitled to any benefits that are or may be provided to employees of Island.

d. No Payroll or Employment Taxes - No payroll or employment taxes of any kind shall be withheld or paid by Island with respect to payment of fees to the Occupational Therapist. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal personal income tax, Medicare/Medicaid, state personal income tax, state disability insurance tax and state unemployment insurance tax.

e. Malpractice Insurance - Island will not obtain or pay for or reimburse the Occupational Therapist for the cost of malpractice insurance.

f. No Workers' Compensation - No workers' compensation insurance has been or will be obtained by Island on account of the Occupational Therapist or the Occupational Therapist's employees, if any.

g. Recording Keeping - It is the responsibility of the Occupational Therapist to maintain such records of evaluation/ screening and therapy as are required by law or are prescribed by generally accepted standards of Occupational Therapy.

5. Professional Responsibility - Nothing in this agreement shall be construed to interfere with or otherwise affect the rendering of services by the Occupational Therapist in accordance with generally accepted teaching practices. This agreement shall be subject to the laws and regulations of the State of New York concerning the practice of Occupational Therapy in the State of New York. Subject to the foregoing, the Occupational Therapist retains the right to insure that all services provided pursuant to the requirements of law.

The Occupational Therapist represents and warrants to Island that the Occupational Therapist maintains malpractice liability insurance in the face amount of no less than \$1,000,000 per incident and \$ 3,000,000 per aggregate.

6. Non- Compete Clause - The Occupational Therapist warrants to Island that he/she will not attempt to compete with Island to obtain any client cases as an individual provider or through another agency, for the duration that a patient is a client of Island. The Occupational Therapist represents that he/she has read and understands the forgoing.

Dated: _____

Occupational Therapist

Island Home Care Agency, Inc.