

INDEPENDENT CONTRACTOR AGREEMENT

Agreement by and between, _____ (hereinafter the "Speech 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 Speech Therapist is a duly licensed Speech Therapist who wishes to contract with Island,
to provide Speech Therapy services to its clients, and

WHEREAS, the Speech 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 Speech 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 Speech Therapy services and reports shall be completed by the Speech Therapist.

2. Duties of the Speech Therapist

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

b. The Speech Therapist shall conduct professional screenings and evaluations, render reports and
evaluations, set forth recommendations, and instruct clients referred to the Speech 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 Speech Therapist by Island subject to the available time of the Speech Therapist and other
professional commitments of the Speech Therapist, except in cases of emergency when professional services may
be required sooner.

c. The professional services provided by the Speech 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 Speech Therapist of Island.

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

3. Payment for Services - Island and the Speech Therapist will negotiate a fee for the Speech Therapist's services on a case by case basis in good faith. The Speech Therapist will prepare a treatment verification record, which will be submitted, to Island. The Speech 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 Speech Therapist will not be paid for writing time or paper work time outside of the Speech Therapy, screening and/or evaluation sessions. The Speech Therapist will not be paid for any necessary attendance at client reviews, which are not during their regularly scheduled therapy times. The Speech 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 Speech Therapist during his/her association with Island is that of an independent contractor.

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

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

c. Benefits - The Speech 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 Speech Therapist. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal persona; 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 Speech 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 Speech Therapist or the Speech Therapist's employees, if any.

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

5. Professional Responsibility - Nothing in this agreement shall be construed to interfere with or otherwise affect the rendering of services by the Speech 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 Speech Therapy in the State of New York. Subject to the foregoing, the Speech Therapist retains the right to insure that all services provided pursuant to the requirements of law.

The Speech Therapist represents and warrants to Island that the Speech 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 Speech 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 Speech Therapist represents that he/she has read and understands the forgoing.

Dated: _____

Speech Therapist

Island Home Care Agency, Inc.