

INDEPENDENT CONTRACTOR AGREEMENT

Agreement by and between, _____ (hereinafter the “Medical Social Worker”) with offices for the transaction of business located at _____, New York, 11____ and Island Home Care Agency, Inc., (hereinafter “Island”) with offices located at 175D Commerce Drive, Hauppauge, NY 11788, made this _____ day of _____, 20____.

WHEREAS, the Medical Social Worker is a duly licensed Medical Social Worker who wishes to contract with Island, to provide Medical Social Work services to its clients, and

WHEREAS, the Medical Social Worker 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 Medical Social Worker 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 Medical Social Worker services and reports shall be completed by the Medical Social Worker.

2. Duties of the Medical Social Worker

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

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

c. The professional services provided by the Medical Social Worker, 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 Medical Social Worker of Island.

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

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

a. Right of Refusal - The Medical Social Worker may refuse to provide services to any referred client.

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

c. Benefits - The Medical Social Worker 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 Medical Social Worker. 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 Medical Social Worker 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 Medical Social Worker or the Medical Social Worker's employees, if any.

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

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

The Medical Social Worker represents and warrants to Island that the Medical Social Worker 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 Medical Social Worker 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 Medical Social Worker represents that he/she has read and understands the forgoing.

Dated: _____

Medical Social Worker

Island Home Care Agency, Inc.