

## **INDEPENDENT CONTRACTOR AGREEMENT**

**THIS AGREEMENT**, made this day, \_\_\_\_\_, between ELLEN COOPER ASSOCIATES, INC., d/b/a COOPER KIDS THERAPY ASSOCIATES (“Company”) and \_\_\_\_\_ (“Independent Contractor”).

PLEASE PRINT NAME

### **BACKGROUND**

**WHEREAS**, Company has contracted with the Department of Health for various cities and counties (“Municipalities”) to provide professionals qualified to provide services in speech therapy, physical therapy, occupational therapy, special education, social work and psychology; and

**WHEREAS**, Company specializes in providing therapy professionals for early intervention and other preschool services; and

**WHEREAS**, Independent Contractor provides licensed and qualified professionals engaged in private practice and desires to engage Company to assist the Independent Contractor in obtaining work engagements with the Municipalities.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, the parties agree as follows:

1. **Service of Company.** Company is engaged in the business of providing services to professionals seeking engagements as speech therapists/physical therapists/occupational therapists/special education instructors/social workers/psychologists (“Therapist” or “Therapists”) with those Municipalities that have contracted with Company, to assist the parties in the scheduling of Therapists with such Municipalities, at times and places selected by the Therapists according to the needs of the clients of the Municipalities (“Clients”).

2. **Services of Independent Contractor.** Independent Contractor agrees as follows:

2.1. Independent Contractor shall employ and supervise those qualified therapists that are not DOH approved providers to perform their duties and responsibilities in accordance with the professional standards for such Therapist and to the best of his or her professional skill.

2.2. Independent Contractor shall retain control and the right to exercise his or her judgment over the manner, means, details and methods by which services are provided. Independent Contractor agrees to provide all services and perform all services in accordance with the currently approved methods and practices of his or her profession and according to the Code of Ethics of his or her profession.

2.3. Independent Contractor has and shall maintain the necessary professional license in the jurisdiction where services are to be rendered and shall provide proof of licensure and/or certification and renewal to Company on an ongoing basis. Independent Contractor agrees to immediately notify Company in the event his or her license is no longer current, and failure to maintain a current license will automatically terminate this Agreement.

2.4. Independent Contractor is free to accept or decline to work for any Municipalities or Clients in his or her sole discretion.

2.5. Independent Contractor shall coordinate all Client visits in conjunction with the parents of the Client.

3. **Term.** The term of this Agreement shall commence on the date of the last party executes this Agreement and shall expire three (3) years thereafter. Either party may terminate this Agreement on thirty (30) days written notice. The Company may terminate this Agreement immediately pursuant to Section 9.

4.           **Standards of Care.** The services provided by Independent Contractor are to be in the best interest of the Municipalities and their Clients and within the standards of quality care as set forth for such Therapist. Independent Contractor shall maintain records of each consultation of service in accordance with the policies and standards of his or her profession and the guidelines and policies of the Municipalities. Contractors will comply with NYSDOH EI confidentiality and health and safety standards, and any modification thereto, and agency confidentiality and health and safety policies and procedures.

5.           **Payment for Services.**

5.1.       Independent Contractor shall be compensated for all services rendered to Clients of the Municipalities at such rates as mutually agreed by the parties, and as amended from time to time.

5.2.       Company agrees to advance to Independent Contractor the amount invoiced by the Independent Contractor, on a monthly basis, subject to collection and payment for such services by the Municipalities.

5.3.       The provisions of Sections 5.1 and 5.2 notwithstanding, Independent Contractor understands and agrees that no payment for services will be made until all necessary and appropriate documentation required by the Municipalities has been received by Company. Independent Contractor acknowledges and agrees that the type, specificity and frequency of the documentation necessary to be submitted to Company is dependent upon the specifications of the Municipalities; that these specifications are subject to change from time to time; and that all specifications for documentation, as established by the Municipalities, are deemed a material, integral and necessary part of this Agreement. Company will not compensate Independent Contractor for any services which are not authorized in advance by the Municipality or which do not comply with the billing regulations of the Municipality.

5.4. Independent Contractor acknowledges that Company has made no representations or guarantees as to any minimum amount of hours, pay or assignments that are to be offered or made available to Independent Contractor during the term of this Agreement.

5.5. Independent Contractor acknowledges and agrees that he or she does not have the right to, and will not be allowed, advances from Company against future payments and has no right to, and will not receive any fringe benefits from Company.

6. **Insurance.**

6.1. Independent Contractor will be solely responsible for his or her own malpractice insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, and not less than Three Million Dollars (\$3,000,000) in the aggregate, and agrees to maintain such coverage as long as this Agreement is in effect. Independent Contractor agrees to provide proof of insurance to Company upon request and to notify Company immediately upon any termination of such insurance. The failure of Independent Contractor to maintain the insurance will result in immediate termination of the Agreement without notice.

6.2. Notwithstanding the foregoing, Independent Contractor agrees to indemnify and hold harmless Company, its directors, officers, employees, subcontractors and agents from and against any and all claims, expenses (including reasonable attorneys' fees), liabilities or losses which may result or arise out of any alleged malfeasance, neglect, caused or alleged to be caused by Independent Contractor, in connection with the rendering or omission to render services to the Municipalities or the Clients of the Municipalities. This subparagraph 6.2 will survive the termination and expiration of this Agreement.

7. **Independent Contractor Status.**

7.1. Independent Contractor acknowledges and agrees that he or she is an independent contractor in their relationship with the Company, the Municipalities and the Clients of the Municipalities.

7.2. Independent Contractor acknowledges and agrees that no federal, state or local income tax, payroll tax or unemployment tax of any type will be withheld by Company from the payments to Independent Contractor, nor will any of said items be paid by Company to any governmental agency or department on behalf of Independent Contractor.

7.3. Independent Contractor acknowledges and agrees that he or she will be solely responsible to provide and pay all such income and employment taxes. To assist Independent Contractor in meeting this responsibility, Company will provide Independent Contractor with the appropriate IRS Form 1099 for use in filling all required tax forms with the Internal Revenue Service and other taxing authorities.

7.4. Independent Contractor shall be solely responsible for all expenses incurred in connection with the performance of services under this Agreement and acknowledges and agrees that Company does not provide Independent Contractor with any fringe benefits, such as workers' compensation insurance, unemployment insurance, health insurance, sick pay, paid vacation, paid holidays, bonuses, pensions or any other fringe benefits.

7.5. Independent Contractor agrees, during and after the period under contract as an independent contractor, to keep names and lists confidential except as may be required by a government agency.

7.6. Independent Contractor will receive other confidential information regarding Company's methods and practice of doing business. Independent Contractor acknowledges that such information is a valuable proprietary trade asset of Company with

commercial value and agrees, during and after the term of this Agreement, to keep all such information in strictest confidence. Independent Contractor agrees (except as necessary for the performance of his or her duties), during the term of this Agreement and after the said term, not to furnish with, use or divulge to any individual, corporation, or entity, whether for Independent Contractor's benefit or not, any of the trade assets of Company or utilize such trade assets. Independent Contractor further agrees not to remove copy or retain notes, records, charts, publications, manuals, bulletins, figures, statements, calculations, letters, papers, or copies thereof, or any other confidential information or trade secrets of any type or description.

8. **Assignment.** This Agreement may not be assigned by Independent Contractor.

9. **Applicable Law.** This Agreement shall be governed by the laws of the State of New York.

10. **Modification.** This Agreement cannot be changed, modified or amended in any respect except in writing, signed by both parties.

11. **Termination Provision.** Company may terminate this Agreement at any time upon the occurrence of the following events:

11.1. Failure of Independent Contractor to maintain the necessary professional licensure in the jurisdiction in which his or her license has been granted.

11.2. Failure of Independent Contractor to maintain adequate liability insurance.

11.3. Breach of the terms of this Agreement by Independent Contractor.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties  
executed this Agreement the day and year first written above.

INDEPENDENT CONTRACTOR:

ELLEN COOPER ASSOCIATES, INC., dba  
COOPER KIDS THERAPY ASSOCIATES

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
E-mail

By: Jennifer Shimmerlik  
Jennifer Cooper-Shimmerlik, M.S. CC-SLP, TSSLD  
Director