

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of _____ by and between Adaptive Solutions Multi Services (SLP, OT, PT, PSY) PLLC (hereinafter called "Adaptive Solutions Multi Services"), a for-profit educational institution with a principal place of business at 992 Gates Avenue, Brooklyn NY 11221 and _____ (hereinafter called the "Contractor"), an independent contractor, with a principal place of business at _____.

Article 1. Performance of Work

(a) Drawing on his/her knowledge, experience, ability and technical expertise, the Contractor agrees to provide such consulting services necessary to the successful completion of the above mentioned contract as may be requested by Adaptive Solutions Multi Services. The specific items of work required to be performed is set forth with particularity in the Schedule of Work. Contractor shall use his/her best efforts to perform such work.

(b) The work to be performed herein shall be performed by Contractor as an independent contractor and not as an employee of Adaptive Solutions Multi Services. The Contractor will not be treated as an employee of Adaptive Solutions Multi Services for federal or state tax or other purposes, nor will Contractor be eligible for any Adaptive Solutions Multi Services employee benefits, including but not limited to workers' compensation and disability benefits. Contractor is solely responsible for the manner and means of the performance of the services to be provided herein and is solely responsible to supply and use his/her own tools or equipment that may be necessary for the performance of the work herein.

(c) Adaptive Solutions Multi Services's Principal Coordinator for this Agreement will be _____ at its Department of _____. All services provided for herein shall be performed to the approval of such Principal Coordinator.

Article 2. Term and Termination

(a) The period of performance under this Agreement is specified as _____ through _____, for which period funds are available and allotted.

(b) Adaptive Solutions Multi Services may immediately terminate this Agreement based upon a breach of this Agreement by

Contractor, by delivery of written notice thereof to Contractor at Contractor's address as noted above.

Either party may also terminate this Agreement without cause on 30 days written notice, by notice delivered to the address of the parties as noted above; in such a case, Adaptive Solutions Multi Services will proportionately reimburse Contractor for all work expended up until the time of termination.

Article 3. Payment

(a) Rate

The services will be provided at a rate of _____ per hour which rate includes payment-infull for consulting and internal supporting materials and services at Contractor's facilities, as may be required. Such materials and services will include but not be limited to such things as typing and reproducing memoranda related to this assignment, and will include travel expenses which will not be reimbursed separately.

(b) Contractor hereby certifies that the rate quoted above is not higher than the rate customarily charged by the Contractor for similar services.

1. Invoices shall be submitted by the Contractor, which invoices shall indicate: the nature of the services rendered (such as statistical analysis of data, participation on project advisory committees, performance of specified services, etc.); the dates (and hours, if applicable) that services were rendered; the relevance of the services to the project if not apparent from the nature of the services;

Invoices shall be submitted to:

Attn: _____

Dept: _____

Adaptive Solutions Multi Services (SLP, OT, PT, PSY) PLLC

_____ (Building & Room)

992 Gates Avenue

Brooklyn, New York 11221

(d) Confidentiality

Contractor agrees to hold certain items identified by Adaptive Solutions Multi Services as Confidential Information, in Accordance with the terms and conditions attached hereto as Exhibit C hereto.

Article 4. General Provisions

(a) Contractor shall provide such reports as requested by the Clinical Coordinator.

(b) This Agreement may not be assigned in whole or in part without the prior consent of Adaptive Solutions Multi Services.

(c) All Contractors performing services on Adaptive Solutions Multi Services premises shall provide and maintain insurance to indemnify Adaptive Solutions Multi Services as provided in Article 11 of Adaptive Solutions Multi Services's General Terms and Conditions. These certificates and policies must be electronically transmitted

2 to: Adaptive Solutions Multi Services (SLP, OT, PT, PSY) PLLC, 3rd Floor, 992 Gates Avenue Brooklyn, New York 11221 Adaptivesolutions1@gmail.com Contractors are not to commence work or services for Adaptive Solutions Multi Services prior to the submission of proof of adequate insurance.

(d) Contractor agrees to indemnify Adaptive Solutions Multi Services and to hold Adaptive Solutions Multi Services harmless from and against all claims, liability, loss, damage and expenses (including but not limited to legal fees) arising from or due to any claim (including but not limited to any claim based on trademark, patent, or copyright infringement or alleged infringement) with respect to all or any part of the goods, products, systems, services and/or work covered by this agreement, and any litigation based on any such claim. Contractor shall, at Contractor's sole cost and expense, defend any such litigation brought against Adaptive Solutions Multi Services. Contractor's obligation under this paragraph shall survive Adaptive Solutions Multi Services's acceptance of, and payment for, the goods, products, systems, services and/or work.

(e) This Agreement shall be governed by the laws of the State of New York without regard to its rules concerning conflicts of laws and the parties hereto consent to the jurisdiction of either New York State Courts or US District Court for the Northern District of New York for any disputes arising hereunder, with venue to be established in either New York or Kings County, New York.

(f) Contractor warrants and represents that he or she has the full right to enter into and execute this Agreement and to undertake the obligations set forth herein.

(g) This document contains the entire Agreement of the parties, and may not be altered or amended except by a subsequent document signed by both parties.

(h) Adaptive Solutions Multi Services's General Terms and Conditions, is incorporated herein by reference, except to the extent expressly amended, superseded or contradicted by an express provision contained in this Independent Contractor Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ADAPTIVE SOLUTIONS MULTI SERVICES (SLP, OT, PT, PSY) PLLC CONTRACTOR

By: _____

Title: _____

Date: _____ Date: _____