

INDEPENDENT CONTRACTOR PROVIDER SERVICES AGREEMENT

THIS INDEPENDENT CONTRACTOR PROVIDER SERVICES AGREEMENT (the "Agreement") is effective this **10/29/2019** between **Georgia Lough**, a licensed speech therapist ("Provider" or "You") and Communication Therapy LLC, a Florida Limited Liability Company ("Communication Therapy") DBA Gr8 Therapists Group. Provider or You or Communication Therapy are individually referred to as a "Party" and collectively referred to as the "Parties":

1. **Engagement.** Communication Therapy hereby engages You as an independent contractor to facilitate speech therapy consultations and provide services to patients via live streaming video, and/or telephone as outlined herein (the "Services"), and You hereby accept such engagement upon the terms and conditions set forth herein.

2. **Status of Provider.** You are an independent contractor for the furnishing of the Services contemplated by this Agreement and shall not be deemed to be an employee, agent, servant or joint venture of Communication Therapy, and You shall perform the services contemplated by this Agreement in accordance with your independent professional judgment. You shall not be eligible for any benefit programs of Communication Therapy. You will receive an annual IRS form 1099 for the Services rendered under this Agreement.

3. **Time Devoted to Services.** The number and scheduling of hours for You to perform the Services contemplated hereunder is to be made, on demand and as mutually agreed by both Parties in advance.

4. **Term.** The term of this Agreement shall be for one (1) year from the Effective Date, and shall automatically renew for additional one (1) year periods, unless sooner terminated as provided herein.

5. **Termination.** This Agreement may be terminated by either You or Us, with or without cause, upon sixty (60) days written notice, or immediately, upon material breach of this Agreement.

6. **Duties and Responsibilities of Provider.** You shall provide the following duties and responsibilities, all of which are material to this Agreement:

- A. Render the Services in a positive, cooperative, pleasant manner at all times, pursuant to Communication Therapy policies and procedures, and in conjunction with Communication Therapy's Clinical Director or any other designee from time to time consistent with such position. All Services shall be provided by You in accordance with applicable standards of care. You warrant and represent that You are and will be at all times licensed/certified to practice in all states in which You will provide the Services, and that You are experienced, competent and physically and mentally able at all times to provide the Services required under this Agreement.
- B. Apply for and maintain at all pertinent times such current licenses, credentials and certifications as may be requested by Us from time to time. Fees, charges, or dues (if any) for the above-referenced certifications and privileges are the responsibility of You.
- C. Maintain at all pertinent times professional liability insurance coverage on an "Occurrence" basis wherever possible, or claims made coverage with an unlimited tail where an occurrence form cannot be provided due to state laws, regulations or state compensation fund requirements. Such coverage shall be in the industry standard limits of \$1,000,000 per occurrence (a shared limit)/\$3,000,000 annual aggregate, or such other limits to satisfy state law of compensation fund requirements.
- D. Timely and accurately complete and/or return: (i) patient medical records, including handwritten notes, electronic medical record system, and/or dictation

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(complete records of any patient encounter shall be returned within 48 hours of the encounter); (ii) requested credentials and applications, including third-party payer enrollment and billing applications and forms; and (iii) any other documentation or forms requested by Us, our management group, or our clients as necessary for You to provide services under this Agreement.

- E. You will validate patient identity and geographic location at the time of consultation and provide verification of your credentials to each patient before providing any Services in accordance with Communication Therapy's policies and procedures;
- F. You agree to comply with the representations and warranties and other requirements set forth in the Communication Therapy Provider Certification Form, as may be amended from time to time, which is incorporated herein by this reference as part of this Agreement.
- G. You shall perform such other lawful activities as may be requested by Us, or our client facilities from time to time that are necessary for the performance of Communication Therapy under its agreement(s) with client facilities.
- H. You authorize Communication Therapy to share your provider information, including without limitation name, provider ID, NPI, tax id and any other applicable information, to facilitate the services to customers of Communication Therapy or Gr8 Speech, Inc. Communication Therapy or Gr8 Speech may provide your information to customers to list you in a directory to make you available to members of customers for the provision of the Services.

7. **Exercise of Professional Judgment:** You will exercise independent professional judgment in the treatment and care of patients, and in this regard will have complete control over decisions requiring professional judgment and you will be solely responsible for the provision of Services to patients. The provisions of the Agreement will not be deemed to affect the provider-patient relationship and the confidentiality thereof.

8. **Payment to Provider.** Communication Therapy, or its designee, shall pay You as set forth in Addendum A, as may be amended from time to time. You acknowledge and agree that our primary concern is attaining the highest quality of care. Poor documentation places Us in financial hardship and creates poor quality of care. As such, you fully and voluntarily acknowledge and agree that Communication Therapy may impose a penalty for failure of You to timely and/or completely finalize and return any requested documentation. Any penalty will be at the sole discretion of Us, including, but not limited to, a withholding of your fee in the amount of the unbilled charges, a per patient revenue charge for each untimely or incomplete chart, or other penalty amount(s).

9. **Power of Attorney, Proxy and Assignment of Fees.** You hereby appoint Us (and/or our authorized employees, agents, representatives or assigns) as attorney-in-fact with full power of substitution and delegation, to execute, bill for and to receive monies or endorse checks due or payable to You from any patient or third party payer by reason of medical professional or other services rendered by You pursuant to this Agreement.

The powers of attorney and proxy granted above have been granted to secure performance of your obligations under this Agreement and such powers may not be revoked, terminated or modified by You, and such powers shall remain in full force and effect until all terms and conditions of this Agreement and all insurance claims and fee billing issues have been completed and resolved to satisfaction of Us.

10. **Non-Competition, Non-Solicitation and Non-Hire.** You acknowledge and recognize that Your engagement with Communication Therapy places You in a position of confidence and trust with customers, suppliers, and any other persons/entities with whom Communication Therapy or its subsidiaries or affiliates including, without limitation Gr8 Speech, Inc. and [insert any others] (the "Affiliates") have a business relationship. You further acknowledge and recognize (i) the highly competitive nature of the business of

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Communication Therapy and (ii) that the performance of your duties under this Agreement will likely require the disclosure to you of Confidential Information (as defined below) relating to Communication Therapy or its Affiliates. As a consequence, You agree that it is reasonable and necessary for the protection of the goodwill and legitimate business interests of Communication Therapy and its Affiliates that You make the covenants contained in this Section 10 and Section 11, that such covenants are a material inducement for Communication Therapy to engage You and to enter into this Agreement, and that the covenants are given as an integral part of and incident to this Agreement. You accordingly agree as follows:

- A. During the Term and, for the 24-month period following the date of termination or expiration of this Agreement for any reason (the “**Restricted Period**”), You will not, whether on Your own behalf or on behalf of or in conjunction with any person or entity, directly or indirectly solicit or assist in soliciting in competition with Communication Therapy, the business of any client or prospective client:
- (i) With whom You had personal contact or dealings on behalf of Communication Therapy or its Affiliates during the one-year period preceding Your termination or expiration of engagement with Communication Therapy;
 - (ii) With whom You had knowledge of any of Communication Therapy’s (or Affiliates) plans with respect to such client or prospective client;
 - (iii) For whom You had a direct or indirect responsibility during the one year immediately preceding Your termination or expiration of engagement with Communication Therapy or its Affiliates.

Notwithstanding anything to the contrary in this Agreement, You may, directly or indirectly own, solely as an investment, securities of any entity engaged in the business of Communication Therapy or its Affiliates or subsidiaries which are publicly traded on a national or regional stock exchange or on the over-the-counter market if You (i) are not a controlling member of, or a member of a group which controls, such entity and (ii) does not, directly or indirectly, own 2% or more of any class of securities of such entity.

- B. During the Restricted Period, You will not, whether on Your own behalf or on behalf of or in conjunction with any entity or person, directly or indirectly:
- (i) Solicit or encourage any employee of Communication Therapy or its Affiliates or subsidiaries to leave the employment of Communication Therapy or its Affiliates; or
 - (ii) Hire any person who was employed by Communication Therapy or its affiliates or subsidiaries as of the date of termination or expiration of Your engagement or who left the employment of Communication Therapy or its Affiliates or subsidiaries coincident with, or within one year prior to or after, the termination or expiration of Your engagement with Communication Therapy.
- C. During the Restricted Period, You will not, directly or indirectly, solicit or encourage to cease to work with Communication Therapy or its Affiliates any client, patient, customer, consultant or partner then under contract with the Communication Therapy or its Affiliates (however, in the case of a consulting firm engaged by Communication Therapy that does not provide to Communication Therapy the services of one or more individuals on substantially a full time or exclusive basis, such restriction shall be only to the extent its services would be in connection with any products or services that compete with products or services offered by Communication Therapy or its Affiliates).
- D. It is expressly understood and agreed that although You and Communication Therapy consider the restrictions contained in this Section 10 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against You, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent

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jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein.

- E. Nothing herein shall limit or prohibit You from providing traditional therapy services at any time during the Term of this Agreement or thereafter.

11. **Confidentiality.** During the term of this Agreement, You may become privy to or aware of proprietary or confidential information of Communication Therapy, including, but not limited to, information relating to patients and the pricing of services, supplies and trade secrets related to the program (the “**Confidential Information**”). You: (A) will maintain in confidence all such proprietary or Confidential Information, including, without limitation, patient Confidential Information as required by HIPAA/HITECH; (B) will not disclose such information to any third parties, except with Communication Therapy’s prior written consent or to the extent required by law, and (C) will not use the information for any other purposes other than those of this Agreement.

12. **Taxes, Worker's Compensation, Health or Disability Coverage/Indemnity.** You agree, as an independent contractor, to be fully and completely responsible for appropriate self-employment tax payments, social security, worker's compensation, health or disability insurance, unemployment compensation, and any other tax or insurance payments as may be required by law. You agree to indemnify, defend and hold harmless Communication Therapy for any action, claim, administrative investigation or hearing, including, without limitation, all damages, assessments, back taxes, costs, or expenses (including actual and reasonable attorney fees), arising out of or relating to any challenge to your status as an independent contractor.

13. **Severability.** In the event any term or provision of this Agreement is found to be unenforceable or void, in whole or in part, then the offending term shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of this Agreement shall remain in full force and effect.

14. **Waiver.** The failure or delay of enforcement of any rights, powers and privileges hereunder by either party shall not constitute a waiver and both parties may, at all times, insist upon strict performance of all terms and conditions of this Agreement. No waiver of any term or condition of this Agreement shall be valid unless such waiver is set forth in writing and signed by the party alleged to have waived any right, power or privilege under this Agreement.

15. **Modification.** This Agreement contains the entire understanding of the parties and no change or modification of any part of this Agreement, including this paragraph, shall be valid unless such change or modification is made in writing and signed by the Clinical Director of Communication Therapy.

16. **Assignment and Delegation.** The duties and obligations of You under this Agreement are personal to You and may not be assigned, nor may your duties and obligations be delegated, without prior written consent of Communication Therapy. Communication Therapy may assign this Agreement without Your prior consent to a successor in interest to all or substantially all of the assets and business of Communication Therapy. This Agreement shall be binding and inure to the benefit of the Parties and respective successors and assigns.

17. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any controversy, dispute, claim or question arising out of or relating to this Agreement (“Controversy”) promptly by negotiation, provided that nothing herein shall be construed to limit, modify or negate the rights and remedies provided to the Parties elsewhere in this Agreement (including termination rights) or available to the Parties at law or in equity. The Parties shall meet as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the Controversy.

18. **Governing Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Florida, and parties hereby consent to the exclusive jurisdiction of the courts of the State of Florida in Broward County, or the United States District Court for the Southern District of Florida



and waive any contention that any such court is an improper venue for enforcement of this Agreement. The prevailing party may recover attorneys' fees and other costs in any dispute or controversy arising under or in connection with this Agreement.

19. **Statute of Limitations.** You agree that any action to enforce this Agreement with Communication Therapy shall be brought within one (1) year from the effective date of termination. You also agree to waive any Statute of Limitation to the contrary and acknowledge that any claim not brought within one (1) year after the effective date of termination of this Agreement is permanently barred. IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and date first above written.

COMMUNICATION THERAPY, LLC

BY: _____
Avivit Ben-Aharon
President

DATE: _____

PROVIDER

BY: _____
Signature

DATE: _____

Printed Name

Street Address

City, State, Zip

E-Mail (Please Print Legibly)



ADDENDUM A - SCHEDULING AND COMPENSATION

\$45 dollars per hour of online therapy.

No Shows/Billable Cancellations are compensated as a 15-minute flat rate.

Payment will be made bi-monthly on the 1st and 16th of each month in arrears for the previous month's work.

Example: If you perform services on the 10th of January, you will receive payment on the 1st of February. If you perform services on the 20th of March, you will receive payment on the 16th of April.

Schedule adherence is critical to your and our patient's success and experience. Therefore, it is imperative that you schedule a minimum of three (3) hours of availability per week and honor your scheduled availability. Great Speech and/or Communication Therapy, LLC, each reserve the right to modify availability or transfer a patient to an available provider or terminate your independent agreement in the event of continued lack of schedule adherence, in Great Speech's reasonable discretion.

In order to best serve our clients and ensure high quality of care, you are required to provide sixty (60) days advance written notice of your intent to terminate your independent contractor agreement or cease providing services on our network.

ACKNOWLEDGED AND AGREED:

COMMUNICATION THERAPY, INC.

BY: Avivit Ben-Aharon, President
Name and Title

DATE: _____

PROVIDER

BY: _____
Signature

DATE: _____

Printed Name

Street Address

City, State, Zip

E-Mail (Please Print Legibly)