



Mid Island Therapy Associates is
ALL ABOUT KIDS
Evaluations & Therapy Services

EMPLOYMENT AGREEMENT

For Part Time

Therapists/Teachers/Service Coordinators

Between

MID ISLAND THERAPY ASSOCIATES, L.L.C.
d/b/a ALL ABOUT KIDS

AND

Prepared by:
Hoffman Polland & Furman PLLC
220 East 42nd Street – Suite 435
New York, NY 10017
(212) 338-0700

EMPLOYMENT AGREEMENT

AGREEMENT, made this day of ___/___/___ (the "Effective Date") between **MID ISLAND THERAPY ASSOCIATES, L.L.C. d/b/a ALL ABOUT KIDS**, a New York limited liability company having its principal office at 255 Executive Drive, Suite 101, Plainview, New York 11803 (hereinafter referred to as the "Employer") and _____, residing at _____ (hereinafter referred to as "Employee") (Each, individually, hereinafter referred to as a "Party" and, collectively, the "Parties").

W I T N E S S E T H

WHEREAS, Employer wishes to employ the Employee, a(n) _____ duly licensed by the State of New York, to render professional services for it, and Employee desires to perform such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions herein contained, the Employer and Employee agree as follows:

1. EMPLOYMENT AND DUTIES.

1.1 The Employer agrees to employ Employee and the Employee agrees to serve the Employer in capacity of Teacher/Therapist/Service Coordinator, until the expiration of the Term of this Agreement, or the sooner termination thereof, as provided in Article "5", below.

1.2 The Employee's duties shall include, but shall not be limited to, the following:

- (a) the services set forth on Schedule "A", or according to job title written in Schedule "A", annexed hereto, and as same shall be amended, from time to time, pursuant to the terms of this Agreement;
- (b) the promotion of the business of the Employer;
- (c) such other duties as the Employer may from time to time reasonably direct Employee to perform as are necessary pursuant to the needs and demands of the Employer;
- (d) The Employee shall render services for the Employer at the offices now or at any time hereafter maintained by the Employer and at such other places as the Employer may reasonably direct.

1.3 The Employer reserves the right to modify and redefine the duties of the Employee from time to time as may be necessary to meet the continuing demands of the Employer and/or the special circumstances created by changes in personnel.

1.4 The Employee agrees to serve the Employer faithfully and to the best of her ability and shall, except for illness, reasonable leaves of absence (approved by the

Employer) and vacation periods, and except as provided in Article 1.5 hereof; devote all of her working time, attention and energies exclusively to the business of the Employer as necessary to perform the duties required of her, hereunder.

1.5 Employee shall be permitted to invest in stocks, bonds, mortgages, real estate or similar passive investments not requiring active participation, or in any other business or occupation requiring active participation, provided that Employee's engagement in any such activities does not interfere with the proper performance of her duties hereunder. Employee shall not, without prior written consent of Employer, engage in any other business or activity competitive or adverse to the business or affairs of the Employer.

1.6 Employee represents and warrants that at all times during the term of this Agreement she shall comply with all relevant laws, statutes, regulations and professional and ethical requirements, as same may be amended from time to time.

1.7 Employee represents and warrants that she is duly certified as a Teacher/Therapist/Service Coordinator under the laws of the State of New York and is not, to the best of her knowledge, subject to any investigation or proceedings with regard to such certification. If at any time during the term of this Agreement said certification is suspended, revoked or limited in any way, Employee agrees to give Employer immediate written notice of such action.

1.8 Employee represents and warrants that she is not bound by (or is not aware of any reasonable basis for any person or entity to assert that Employee is bound by) any contractual obligation to any former employer, independent contractor, or other third-party (including but not necessarily limited to exclusivity, non-competition, non-solicitation, or restrictive covenant obligations) that, if it were to be upheld or enforced by a court, would limit Employee from being able to fully performing under this Agreement and Employee agrees to indemnify and hold Employer harmless from any and all liabilities, costs, expenses, damages or claims, including attorneys fees, that the Employer may sustain, in any manner whatsoever, arising out of or in connection with any such contractual obligation of Employee.

2. COMPENSATION.

2.1 During the Term of this Agreement Employee shall receive as compensation for all services rendered, an annual salary at the rate set forth in Schedule "B" attached hereto and made a part hereof, payable in semi-monthly installments in accordance with the Employer's normal payroll procedures. It is agreed by Employee that, except as set forth in Article 5.3, below, no such compensation shall be paid in respect of any week or portion thereof subsequent to the termination of this Agreement.

2.2 All compensation shall be subject to the customary withholding taxes and other employment taxes and deductions as required by law with respect to compensation paid by an employer to an employee.

2.3 The Employee shall be entitled to participate in any standard Employer benefits programs that the Employer may from time to time make generally available to other employees of the Employer, subject to the requirements of said programs.

2.4 The Employee agrees that in the event that the reimbursement system by which Employer is reimbursed for the services is modified by the State of New York, the Employer shall have the right adjust the compensation thereafter payable to Employee and in the event that Employee shall not agree to such adjustment, Employee shall have the right to terminate this Agreement upon thirty (30) days written notice to Employer.

3. VACATION AND OTHER LEAVE.

3.1 Each calendar year during the Term of this Agreement, the Employee shall be entitled to ____ () weeks of vacation time without reduction in salary. Vacation and other leave shall be taken on reasonable prior notice and at a time and in a manner not to interfere with the proper operation of the Employer's business.

3.2 In addition to the aforesaid paid vacation, the Employee shall be entitled, without loss of pay, to sick days, as described in the Employee Handbook, per calendar year and to such holidays as are recognized by the Employer. The Employer may also grant to the Employee further leave or leaves of absence, with or without pay, at such time or times, and upon such terms and conditions as the Employer in its sole discretion, may determine.

3.3 Any unused vacation time and/or sick days may not be carried over to subsequent calendar years without the Employer's written consent.

4. TERM AND TERMINATION.

4.1 The initial term of this Agreement shall be from the date first written above (the "Effective Date"), up to and including the June date defined as the last day of the current school year (the "Term"), unless sooner terminated as provided herein, and shall renew each year, for an additional one year period, provided that the parties have satisfactorily performed their obligations hereunder. Any notice of non-renewal shall be given no later than thirty (30) days before the end of the current one-year term.

4.2 (a) This Agreement shall terminate, except as to those obligations of the parties to survive termination hereunder, upon the occurrence of any of the following events:

- (i) At any time by mutual agreement of the Employer and the Employee.
- (ii) Upon the death of the Employee.
- (iii) In the event of the Employee's disability, as set forth in Article 6 below.

(iv) If Employee shall completely neglect her duties or devote all her time and attention to other interests, for a continuous period of more than ten (10) days, as determined in the reasonable judgment of the Employer.

(v) If the Employee breaches any material term or provision of this Agreement or any representation made to Employer; and, in the case of any such breach which is capable of being cured, fails to cure such breach within ten (10) days after her receipt of written notice from the Employer specifying the nature of the breach.

(vi) If Employee makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or is involuntarily adjudicated a bankrupt.

(vii) Immediately, upon the commission of any crime or act of dishonesty by the Employee, or any act of moral turpitude, fraud or misrepresentation.

(viii) If, prior to the expiration of the term fixed for this Agreement, the Employer shall be dissolved or liquidated, for any reason whatsoever, in such event, this Agreement shall cease and terminate as of the date of such dissolution or liquidation and each of the parties shall be released and discharged from any and all obligations, terms, covenants and agreements contained herein, except for those obligations which are expressly to continue subsequent to the termination of this Agreement.

(ix) Immediately, in the event that Employee's license to provide Teaching/Therapy services in the State of New York is suspended, revoked or limited in any way.

4.3 Upon any termination event set forth in this Article 5 or upon Employee's termination of service for any reason whatsoever, Employer's sole obligation to Employee shall be to pay Employee any accrued but unpaid compensation to the date of termination as described in the Employee Handbook.

4.4 In the event Employee's employment is terminated by the Employer pursuant to the terms of this Agreement, the Employer may, at its option, require Employee to vacate the Employer's offices immediately.

5. DISABILITY.

5.1 For purposes of this Agreement, if Employee is unable, due to illness or injury, to perform her duties for a continuous period of three (3) weeks or more, or for an aggregate of three (3) weeks during any calendar year during the Term of this Agreement, the Employer may, at its option, terminate this Agreement.

6. COVENANTS.

6.1 Employee shall not enter into a separate agreement with or otherwise enter into an agreement of employment with any Facility, other agency or entity and/or Itinerant Client (or Client's legal guardian if client is a minor referred by Employer to the Employee) to provide services to a Facility/Itinerant Client referred to the Employee by Employer for the duration of Employee's employment hereunder and for a period of

twelve (12) months thereafter. Should the Employee enter into such agreement or arrangement, Employer shall be damaged in an amount that is difficult to quantify and therefore, the parties agree that Employee shall pay to Employer the sum of Five Thousand (\$5,000.00) Dollars, as liquidated damages and not as a penalty, for each Facility/Itinerant Client with whom Employee has entered into such agreement or arrangement.

6.2 The Employee covenants and agrees that she shall not individually or in any combination, directly or indirectly, as a shareholder, director, officer, partner, member, associate, consultant, agent, contractor, manager, or otherwise, contact or solicit any client, referral source or employee of Employer for any purpose for herself, or for others during the term of this Agreement and for a period of one (1) year from the termination date of this Agreement.

6.3 (a) The Employee covenants and agrees that she shall not, at all times during this Agreement, and subsequent to its termination, disclose or divulge to any person, firm, company or other entity, any professional secrets or information received during the course of her employment with respect to the personal, financial or other affairs of the Employer, including, without limitation, income information and financial statements, Employer's books, records and contracts, the identity and contact information of employees and independent contractors of Employer, the names and any information regarding Employer's clients or any other confidential information or data, and further, covenants and agrees that such information shall be kept strictly confidential and not in any manner be revealed to anyone.

(b) The parties agree that all Employer's books and records, contracts, its protocols, methods of operation, files, charts, reports, manuals, memoranda, notes, or other documents relating to the Employer's business are the property of the Employer. Upon termination of this Agreement for any reason, the Employee shall be required to return all such information and documents in her possession to Employer.

6.4 (a) The covenants set forth in this Section "7.1" through Section "7.4" are, shall be deemed, and shall be construed and interpreted as separate and independent agreements. If any such agreement or any part of such agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall in no way render invalid or unenforceable any other part of same or any separate agreement not declared invalid or unenforceable, and in such event this Agreement shall be construed as if the invalid or unenforceable provision(s) was omitted.

(b) Should any part of Section "7.1" through Section "7.4" be deemed, construed, or interpreted by a court of competent jurisdiction to be too extensive in scope to permit enforcement to its full extent, then such restriction shall be enforced to the maximum extent permitted by law. Employer and Employee each hereby consent and agree that such scope may be judicially modified accordingly in any proceeding brought to enforce such provisions of this Agreement.

(c) Employee understands, acknowledges, and covenants that the rights and interests of Employer contemplated by Section 7 of this Agreement are special, unique, and of extraordinary character and that, in the event that Employee violates or fails and refuses to perform such provisions of this Agreement, Employer may be without

adequate remedy at law. Employee agrees, therefore, that in the event that Employee violates or fails and refuses to perform any covenant made by Employee in Section 7 of this Agreement, Employer may, in addition to any remedies at law for damages or other relief, institute and prosecute an action in any court of competent jurisdiction to enforce specific performance by Employee of such provisions, and Employee hereby waives any defense based on the adequacy of the remedy at law which might be asserted as a bar to such injunctive relief. In the event a court of competent jurisdiction determines that Employee has breached any of the covenants contained in Section 7 of this Agreement, Employee shall pay and/or reimburse Employer for all costs incurred by Employer in connection with the enforcement of these provisions, including, but not limited to, court costs, appeal cost, and reasonable attorney's fees and disbursements, as well as collection costs and damages for the Employee's breach hereof.

6.5 Employee agrees to abide, follow, and comply with all laws, rules, regulations, policies, and procedures set forth by New York State, County, and Agency Medicaid Programs.

6.6 The provisions of this Article "7" shall survive the termination of Employee's employment hereunder.

7. INSURANCE.

7.1 The Employer agrees to pay the premiums for professional liability insurance coverage during her term of this Agreement. In the event of the expiration or sooner termination of this Agreement, Employee agrees to reimburse the Employer for (i) those amounts paid by the Employer for malpractice insurance that covers the period subsequent to that day of termination of this Agreement, and for (ii) the cost of a tail policy.

7.2 Employee consents and agrees that Employer shall have the right to offset any compensation due and owing to Employee pursuant to the terms of this Agreement by amounts that may be due under "8.1" above.

7.3 Employee agrees to aid Employer in procuring any and all insurance described above by filling out, executing and delivering such applications and other written instruments as may reasonably be required by any company to which any application for insurance may be made by or for Employer.

7.4 Employee shall hold harmless and indemnify the Employer, its successors and assigns, from and against any and all liabilities, costs, damages, expenses, and attorneys' fees resulting from or attributable to any and all acts and omissions of the Employee; provided, however, that, to the extent that any such liabilities, costs, damages, expenses, and attorneys' fees are compensated for by malpractice or other liability insurance, the Employee shall not be required to reimburse the Employer or insurer for the same.

8. GENERAL PROVISIONS.

8.1 Binding Effect. This Agreement shall be binding upon the parties, their respective legal representatives, executors, administrators, successors and duly authorized assigns.

8.2 Assignment. Employee shall not have the right to assign this Agreement nor delegate Employee's duties hereunder without the prior written consent of Employer. Employer shall have the right to assign this Agreement without the prior written consent of Employee.

8.3 Modification and Changes. This Agreement cannot and shall not be changed, modified, amended or supplemented except by another written agreement that is executed by the Parties.

8.4 Entire Agreement. This Agreement, including any attachments hereto (which are incorporated herein by reference), contains the entire agreement concerning the subject matter hereof between the Parties.

8.5 Waiver and Remedies. No waiver, termination, or discharge of this Agreement, or any of the terms or conditions hereof, shall be binding upon either Party unless confirmed in writing. No waiver by either Party of any term or condition of this Agreement or of any default hereunder shall affect such Party's rights thereafter to enforce such term or condition or to exercise any right or remedy in the event of any other default, whether or not similar.

8.6 Notices.

(a) All notices, consents, requests, and other communications hereunder shall be in writing and shall be sent by hand delivery, by certified or registered mail (return-receipt requested), or by a recognized national overnight courier service as set forth below:

If to Employer: MID ISLAND THERAPY ASSOCIATES, L.L.C.
d/b/a ALL ABOUT KIDS
255 Executive Drive, Suite 108
Plainview, New York 11803
Attn: Mr. Michael Grossfeld

If to Employee: _____

(b) Notices delivered shall be deemed given: at the time delivered, if personally delivered; three (3) business days after being deposited in the mail, if mailed; and one (1) business day after timely delivery to the courier, if delivered by overnight courier service.

(c) Either Party may change the address to which notice is to be sent, by written notice given to the other Party in accordance with this Section.

8.7 Number, Gender and Captions. Whenever the context so requires herein, the singular number includes the plural and the plural includes the singular, and the gender of any pronoun includes the other genders. Titles and captions of or in this Agreement are inserted only as a matter of convenience and for reference and in no way affect the scope of this Agreement or the intent of its provisions.

8.8 Severability. If any provision of this Agreement shall be held void, voidable, invalid, or inoperative, no other provision of this Agreement shall be affected as a result thereof, and, accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid, or inoperative provision had not been contained herein. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the applicable law.

8.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts.

8.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles.

8.11 Venue. Each Party to this Agreement hereby agrees and consents that any legal action or proceeding with respect to this Agreement shall only be brought in the courts of New York State sitting in Nassau County. By execution and delivery of this Agreement, each such Party hereby: (i) accepts the jurisdiction of the aforesaid court(s); (ii) agrees to be bound by any order or judgment of any such courts with respect to this Agreement; (iii) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have as to the venue set forth above; and (iv) further waives any claim that any such suit, action, or proceeding brought in such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**MID ISLAND THERAPY ASSOCIATES, L.L.C.
d/b/a ALL ABOUT KIDS**

By: _____
Michael Grossfeld, Co-Executive Director

EMPLOYEE:

SCHEDULE "A"

Services to be provided by Employee

SCHEDULE "B"

Compensation

1. Employee shall receive a base salary of _____ Thousand (\$____,000.00) Dollars per annum, payable semi-monthly.

OR

2. Fee for Service rate set forth at time of case assignment.

To: _____

From: Mid Island Therapy Associates (Michael L. Grossfeld)

NON-DISCLOSURE AND CONFIDENTIALITY STATEMENT

In the performance of your duties, Mid Island Therapy Associates, LLC d/b/a All About Kids (“Mid Island”) must make available confidential records, files and information concerning its clients and therapists and confidential information and data concerning the methods of business of mid Island (together hereinafter referred to as “Confidential Information”). In order to protect said Confidential Information, it is necessary that you agree to the terms of this Non-Disclosure and Confidentiality Statement (“Statement”) by signing, below.

The undersigned hereby agrees to protect the Confidential Information, as follows:

1. This Statement shall apply to all Confidential Information disclosed by or on behalf of Mid Island.
2. The undersigned acknowledges that the Confidential Information consists, in part, of client treatment records, the content of which Mid Island is entrusted, by law, to keep confidential. By signing this Statement, you agree to maintain the same degree of confidentiality of such treatment records and the personal information contained therein.
3. The undersigned acknowledges that the Confidential Information consists, in part of commercially valuable trade secrets of Mid Island, such as computerized lists of therapists and clients, the design and development of which reflect the effort of skilled personnel and required the investment of considerable amounts of time and money, that Mid Island has treated its Confidential Information as confidential and secret information and that Mid Island has entrusted said Confidential Information to the undersigned in confidence.
4. The undersigned agrees: (a) to use his/her best efforts to protect all Confidential Information from unauthorized use or disclosure (b) to use this Confidential Information only for the purpose of his/her duties required by Mid Island Therapy Assoc. (c) not to copy or reproduce the Confidential Information in any form; and (d) not to disclose or otherwise permit any third person or entity access to the Confidential Information without prior written permission of Mid Island.

AGREED TO AND ACCEPTED:
