

Employment Agreement, Associate

Hiring Resource

Definitions:

This agreement is made and entered into by and between (Your Chiropractic Clinic Inc.) (hereinafter referred to as THE CLINIC) and DR. *first name last name* (hereinafter referred to as ASSOCIATE). Gender references are female by convention.

THE CLINIC carries on the practice of chiropractic in offices located at (Address)

THE CLINIC desires to employ the services of a qualified and licensed chiropractor

ASSOCIATE is a qualified and licensed chiropractor.

THE CLINIC will employ ASSOCIATE for a period of one (1) year starting on (date) and ending on (date). This agreement is renewable by mutual agreement ASSOCIATE shall be a W2 employee of THE CLINIC.

1. ASSOCIATE will devote five and one-half (5 1/2) days weekly to the THE CLINIC. ASSOCIATE will not work at any other job inside or outside the chiropractic profession.
2. Without any cause whatsoever, THE CLINIC may terminate this Agreement at any time upon sixty (60) days written notice to ASSOCIATE. In such event, ASSOCIATE shall continue to render her services during the notice period and shall be paid her regular compensation up to the date of termination. Without cause, ASSOCIATE may terminate this Agreement upon sixty (60) days written notice to THE CLINIC. In such event, ASSOCIATE shall continue to render his services during the notice period and shall be paid his regular compensation up to the date of termination.
3. THE CLINIC will pay ASSOCIATE a marginal percentage of the gross monthly cash receipts of the THE CLINIC according to the formula below.
 - For all collections for Associate treated patients, ASSOCIATE will earn [20-40%] of collected amounts (commission)
 - ASSOCIATE will be paid a minimum of \$XX or the commission outlined above, whichever is greater.
 - ASSOCIATE will be paid semi-monthly on the 7th and 21st of the following month for all collections from the previous month.
4. If ASSOCIATE is absent from the performance of his employment under this agreement or is unable to perform his duties on a full-time basis as provided for herein due to illness or physical incapacity, or for any reason for more than ten (10) consecutive calendar days, this agreement shall automatically terminate. ASSOCIATE shall remain subject to the provisions of the covenants contained in paragraphs 11 and 12 herein.

5. ASSOCIATE shall be entitled to two (2) weeks unpaid vacation per year, and shall provide THE CLINIC with two months written notice prior to requesting her vacation.
6. ASSOCIATE agrees to carry and maintain a malpractice liability insurance policy with a company acceptable to THE CLINIC in an amount of at least One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the annual aggregate. THE CLINIC reserves the right to choose the malpractice carrier the ASSOCIATE will sign on with. ASSOCIATE will make THE CLINIC a certificate holder on her policy, and will name THE CLINIC and Dr. Kirsch as additional insureds.
7. ASSOCIATE shall indemnify and hold THE CLINIC harmless of and from any and all damage and loss, liability, claims, judgments, and demands for damage, loss or liability arising from accidents or injuries to persons or property occasioned by ASSOCIATE'S acts and/or omissions, intentional or unintentional, during the course and scope of his employment under this agreement. In addition, ASSOCIATE shall defend any and all suits that may be brought against THE CLINIC on account of any accidents or injuries to persons or property occasioned by ASSOCIATE's acts and/or omissions, intentional or unintentional, during the course and scope of his employment under this agreement, and shall reimburse THE CLINIC for any reasonable expenditures that THE CLINIC may make by reason thereof, including all reasonable expenditures for the defense of any such suits brought against THE CLINIC.
8. Post payment audit conducted pertaining to ASSOCIATE work product resulting in repayment demands or withholding of future payments will be deducted out of ASSOCIATE'S subsequent payroll.
9. ASSOCIATE further agrees that, except when in the employ of THE CLINIC under this agreement, he shall not practice chiropractic during the duration of this agreement and for a period of one (1) year after the termination of his employment by THE CLINIC within a five (5) mile radius of the THE CLINIC Clinic, as a principle, employee or associate of any individual, firm, partnership or any other corporation and/or entity or in any other capacity.
10. ASSOCIATE further agrees not to solicit, directly or indirectly, any patient (or member of any patient's immediate family), contracted managed health organization, or other clinic referral source of the THE CLINIC for a period of one (1) year after the termination of his employment. ASSOCIATE further agrees that he will not in any way undertake to induce any technician, assistant, nurse, or other employee to cease his or his employment with THE CLINIC.
11. During the course of his employment by THE CLINIC, ASSOCIATE will acquire confidential information regarding the patients of THE CLINIC and internal systems of THE CLINIC. ASSOCIATE agrees to keep all such information confidential and secret. ASSOCIATE agrees that he will not disclose such confidential information at any time, either during her employment by THE CLINIC or at any time subsequent thereto, whether orally or in writing, directly or indirectly, to any other person or firm.
12. ASSOCIATE agrees to perform her duties in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental or professional chiropractic agency or regulatory board, either state or federal. Failure to abide by this provision shall entitle THE CLINIC to dismiss and discharge ASSOCIATE from further service immediately and without notice, notwithstanding any provision to the contrary contained herein. In the event of ASSOCIATE'S discharge due to his failure to conform under this paragraph, the covenants referred to in paragraphs 11 and 12 herein shall still apply to ASSOCIATE.

13. ASSOCIATE shall use her best efforts in practicing quality chiropractic care, maintaining professionalism in the office and in his dealings with the office staff, striving to effectively satisfy patients, committing the time necessary to build and promote the practice, and adhering to clinic policies.
14. The parties hereto agree that this document contains their complete agreement, and that there is no other agreement in existence, either oral or written, with regard to the matters contained herein, and any oral agreements not specifically mentioned herein are not part of this agreement. The parties further agree that this agreement may not hereafter be modified except in writing signed by both parties.
15. Should any clause or provision of this agreement be declared illegal, it shall not affect the validity of the remainder of the agreement. 19. The laws of the State of State shall govern this agreement and any interpretations or considerations hereof. Further, the place of performance and transaction of business shall be deemed to be in the County of County, State of State, and in the event of litigation, exclusive venue and place of jurisdiction shall be in County County, State.
16. This agreement shall inure to the benefit of and be binding upon any successor of THE CLINIC.
17. The parties agree that should any litigation be commenced between them concerning this contract or the rights and duties of either party in relation hereto, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in addition to such other relief as may be granted.

Signatures, date