

Employment Agreement, Professional

Hiring Resource

This agreement for professional services is made this 1st day of December, 20xx by and between Dr. senior, DC, (the "Employer") and Dr. Junior, DC (Doctor).

It is agreed:

1. Contract to Render Services. The Employer will contract with Doctor for chiropractic professional services in the clinic. Doctor will perform those professional duties customary for a healthcare clinic professional or as otherwise assigned by the Employer. The duties of the Doctor shall include, but are not limited to:
 - a. Handling patient care and treatment in accordance with accepted standards of good practice, and appropriate levels of time and expense.
 - b. Maintaining office hours between the hours of 9:00 a.m. to 6:30 p.m., for 5-1/2 days during the weekly period of Monday - Saturday, or a roughly equivalent schedule to allow access by patients and co-workers; and being available for additional hours as the firm's work may require.
 - c. Conducting oneself in an ethical and appropriate manner at all times with patients, the healthcare system, co-workers and fellow Doctors, in order to practice quality chiropractic care, satisfy patients, and adhere to clinic policies.
 - d. Maintaining appropriate and detailed patient files to facilitate sharing of patients by other professionals in the firm and for internal case management and historical purposes.
 - e. Maintaining a professional license in good standing at all times.
 - f. Maintaining a current knowledge of developments in our professional field, and staying abreast of developments within the fields of chiropractic and healthcare covered by this firm.
 - g. During the absence of the clinic's chiropractic director, to oversee and supervise all staff.
 - h. During the absence of Employer to oversee and direct completion of all bookkeeping and billing, including without limitation, payment of A/P, deposits and similar accounting and management tasks to insure a smooth operation.
 - i. Engage in appropriate levels of marketing to build his practice and patient base subject to fulfilling his obligations to the clinic.
2. Other Business. Doctor will devote his/her full time, attention and best efforts to the Employer's chiropractic practice and shall not perform employment or professional services for others without the prior consent of the Employer. Doctor also represents that she/he is not obligated under any contract, license, agreement or commitment, or subject to any judgment, decree or order that could conflict with his/her employment by the Employer or his/her obligation to use his best efforts to promote the interests of the Employer.
3. Term. The term of this agreement shall be for an initial 24 month period commencing December 1, 20xx and terminating approximately November 30, 20xx. Absent written termination prior to expiration date, this agreement shall thereafter re automatically renewed on a year to year basis.

4. Compensation. Doctor's compensation shall consist of the following:

- a. Doctor shall be paid \$2,750.00 per month, less state and federal deductions and withholding, payable within seven days following the end of any calendar month.
- b. Doctor shall be paid a productivity bonus after successfully completing 90 actual days of service in accordance with the following schedule of collections attributable to the Doctor:

Level	Monthly Collections	Performance Incentive
1.	\$0-5000	0%
2.	\$5001-10,000	10%
3.	\$10,001-15,000	15%
4.	\$15,001-20,000	20%
5.	20,001-25,000	25%
6.	Over \$25,001	30%

The foregoing schedule assumes the performance bonus is computed on reaching the collection range, and the scheduled incentives are not cumulative in nature. For instance, when reaching level 3, the single incentive on level 3 is due, not the cumulative incentives of #1-3.

c. Upon completion of 90 actual days of service, Doctor shall be entitled to the following benefits:

- (1) Paid vacation in the amount of 10 days per year calculated on a 12 month annual anniversary year basis. No vacation can be used in the first 12 months of employment. Unused vacation shall be forfeited at the second annual anniversary date of this agreement, and for each annual anniversary date thereafter. At least two (2) months advance notice shall be given to Employer of any anticipated vacation plan.
- (2) No other benefits shall be provided absent written agreement with the Employer.

5. Indemnification. At Doctor's expense, Doctor shall carry an E&O liability insurance policy with a company acceptable to Employer in an amount of at least One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the annual aggregate coverage. Nevertheless, the Doctor agrees, to the extent permitted by chiropractic ethics or statutes, that he will indemnify Employer against liability for Doctor actions which lead to a claim, liability, action or loss against Employer, including attorneys fees.

6. Termination. Employment of the Doctor pursuant to this Agreement may be terminated as follows, in which event any compensation set forth in this agreement shall terminate as of the date of termination, except as provided in section 8 below:

- a. Without cause, either party may terminate this employment agreement at any time upon 60 days prior written notice to each other. It shall be the Employer's sole option whether Doctor shall work the remaining 60 days or be released with compensation for an equivalent period at the base salary amount.
- b. Employment shall terminate automatically upon death or disability of Doctor (which is defined as inability to perform the duties set forth in Paragraph 1 for a period of 10 consecutive days or 21 days within any 45 day period, because of illness, physical or mental disability).
- c. Employment may be terminated for cause immediately upon notice thereof.

7. Termination Payments. Except as provided for herein, no termination payments shall be made to the doctor following departure from the clinic. If the employer terminates this agreement without cause, then the Doctor shall receive his performance incentives for collections received for a period of 90 days from the effective date of termination. If the Doctor terminates this agreement or if the employer terminates for cause, any Doctor's compensation tied to receipt of funds or amount of billing shall be deemed terminated as of the effective date of termination, and any accrued but unpaid compensation as of the effective date of termination shall be forfeited. In the event of termination by Doctor or termination for cause by employer, accrued but unused vacation or sick leave shall be forfeited. In the event of termination by Employer without cause, then accrued but unused vacation time shall be paid at the base salary rate.
8. Termination; Definition; Special Provisions.
- 8.1. Cause. Wherever reference is made in this Agreement to termination being with or without cause, "cause" shall mean cause given by Doctor to the Employer and is limited to the following:
- a. Repeated willful failure or refusal to carry out the reasonable directions of the Employer, which directions are consistent with the duties herein set forth to be performed by Doctor;
 - b. A violation of, or governmental charge of violating, state or federal criminal laws or regulations whether or not while acting as a chiropractic doctor, or involving the commission of a crime against the Employer; or
 - c. A violation of, or governmental charge of violating, any state or federal healthcare professional rules regulating the profession, provision of services to patients, or for billing for services.
 - d. Any material breach of this agreement.
 - e. Insubordination
 - f. Loss of licensure or insurance panel credentialing and contracting.
- 8.2. Findings. Any final judgment by a court of competent jurisdiction or order of an administrative board finding a violation of state or federal law, or chiropractic regulations, or which is otherwise an adverse finding against Doctor regarding sections 8(b) or 8(c) shall be deemed conclusive proof of the violation of said sections.
9. Non-solicitation. Doctor agrees that he will not, for a period of two (2) years from the date he ceases to be employed by the Employer, directly or indirectly solicit, accept responsibility for or serve patients, or their family members, of the Employer's clinic who had been previously provided healthcare services or were being contemporaneously provided healthcare services by Employer's clinic at the time of termination. All patients provided healthcare services at the Employer's clinic are termed as "clinic patients"; HOWEVER, patients which are designated in the clinic's billing system as being originated by Doctor shall not be subject to this paragraph. Doctor shall be deemed to have "originated" a patient when such patient has never been a patient of the Employer's clinic in the past, and is referred to Doctor specifically; PROVIDED that the referral is not being made by existing clinic patients or by prior referral sources of the clinic. Doctor will also refrain from soliciting any contracted managed health organization or other clinic referral source for a period of two years following termination. Doctor will also for the same period of time enunciated herein, attempt to solicit for employment or induce to cease employment, any technician, assistant, nurse or other employee of the Employer.

10. Non-Competition.

(a) It is understood by the Parties that Employer is willing to assist in the practical training of the Doctor, provide a clinic in which to see patients, and provide the infrastructure for Doctor to build a practice because Doctor will agree to not compete with Employer as a licensed healthcare provider, directly or indirectly, within a radius of 5 miles for a period of two (2) years from the office of the practice computed from date of termination of Doctor's employment.

(b) Doctor will not directly or indirectly own, manage, operate, control or participate in the management, operation or control of or be connected as an officer, employee, partner, director or otherwise with, or have any material financial interest in, or aid or assist anyone else in the conduct of, or receive any compensation or personal benefit from any chiropractic practice within the above radius for the term specified.

(c) The parties have specifically agreed that this non-compete provision covers this radius for the reason that the Practice has drawn patients from an area roughly equivalent in size.

(d) In the event of the violation of the covenant set forth herein, Employer shall be entitled to equitable relief, including temporary restraining orders, preliminary injunction, and permanent injunction. In the event of breach, because the amount of damages may be difficult to ascertain, Doctor shall be liable to Employer for the sum of \$50,000 as liquidated damages for any breach of this non-competition agreement. Equitable relief shall not exclude any claims by Employer for monetary damage, but such equitable and legal relief shall be deemed cumulative.

(e) This non-competition agreement may be assigned by Employer or clinic to any person or entity which may acquire the clinic practice, and shall remain in full force and effect notwithstanding the transfer of ownership of the clinic practice.

(f) Occasional vacation relief not exceeding thirty (30) days per year for any other clinic within the above radius shall not be construed as a violation of this restriction.

11. Nondisclosure. Doctor agrees that, during the term of his employment by the Employer and following termination of such employment for an indefinite period of time, he will not disclose in any manner, directly or indirectly any information which is known to be confidential to the Employer including but not limited to trade secrets, marketing information, office procedures, patient confidences and secrets, and patient lists, or any other individually identifiable patient information protected by state or federal law.

12. Licensure and Credentialing. Doctor is responsible for maintaining his or her license in current status, to attend all necessary educational courses at Doctor's expense, and to respond to any complaints or investigations within a prompt and timely period.

13. Arbitration. Any financial controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof; Provided, however, the parties may seek injunctive relief to enforce any aspect of this agreement regarding paragraphs 9-11 through the courts. Any arbitration will take place in the county where the clinic is located within the State of Washington.

14. Notice. Every notice required by the terms of this Agreement shall be given in writing by serving the same upon the party to whom it was addressed personally or by registered or certified mail, return receipt requested, at the addresses set forth at the end of this agreement or at such other address as may hereafter be designated by notice given in compliance with the terms hereof.

15. Entire Agreement. The text of this agreement, including any attached exhibits or schedules, constitutes the final written expression of the complete Agreement of the parties, and may not be altered or modified, except in a subsequent writing by the parties and annexed hereto.

- 16. Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Washington. Venue for any action concerning this Agreement shall be in King County, Washington.
- 17. Gender References. Any reference to male or female gender shall be mutually applicable to either gender. A reference to "his" or "her" is applicable to either gender and is not intended as derogatory to either opposing gender.
- 18. Authorization to Endorse Payments. The Doctor recognizes that third party payor may issue payments payable to the order of Doctor. All such payments shall be promptly delivered to the Employer for endorsement and deposit. Doctor specifically authorizes Employer to endorse Doctor's name on any such third party payment for the purpose of depositing such payments into the Clinic's account, and this authorization for endorsement and Doctor's obligations hereunder shall survive termination of this agreement.
- 19. Breach. In the event of any breach of this agreement, the substantially prevailing party shall be entitled to a reasonable award of attorneys fees and costs in addition to such other relief as may be granted.
- 20. Time of the Essence. Time is of the essence when performance of the covenants and promises herein contemplated are concerned.
- 21. Savings Clause. In the event that any section, part or integrated document comprising this agreement is adjudged to be invalid or unenforceable, then any other section or part of this Agreement or any integrated document, which shall remain in full force and effect as if the section, part or integrated document adjudged invalid or unenforceable were not originally a part hereof, EXCEPT in the case where the invalidity or unenforceability materially deprives one of the parties of the benefit of the transaction.
- 22. Waiver of Breach. No provision of this Agreement may be waived except in writing, and signed by the waiving party. Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision. Any waiver shall not operate as, or be construed to be, a waiver of any subsequent breach.
- 23. Successors. This agreement shall inure to the benefit of and be binding upon any successor to Employer.
- 24.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the 1st day of December, 20xx.

Employer:

By _____ Date of Signing: _____
Dr. senior, DC

Doctor:

By _____ Date of Signing: _____
Dr. junior, DC