

## Sample Agreement

Dr. Peter Anderson (Employer) and Dr. Mark Hartman (Associate) agree to enter into an association at the Anderson Chiropractic Clinic, 1235 Wilson Boulevard, Arlington, VA 22201. This agreement shall be in effect from September 1, 2007 to August 31, 2008, and shall extend year to year thereafter unless prior notice is given in writing by either party not less than sixty (60) days prior to the annual anniversary date (August 31).

It is agreed between the parties that:

1. Dr. Anderson is the Sole Owner, having full management responsibility and liability to third party creditors for the Anderson Chiropractic Clinic.
2. Dr. Hartman is an employee of Dr. Anderson but as an Associate he will have supervisory responsibility and authority over non-clinical employees of the Anderson Chiropractic Clinic.
3. Dr. Hartman will be allowed every opportunity to use his professional training in the clinical care of patients and will share the overflow of patients at the Anderson Chiropractic Clinic.
4. Dr. Anderson shall furnish necessary office space, all equipment, supplies, utilities and clerical services required for the conduct of business and quality patient care.
5. In the event Dr. Hartman brings to the Clinic any personal property such as furniture and/or equipment, it is his responsibility to clearly mark such property. He shall be entitled to take these items with him upon termination of this agreement.
6. Dr. Hartman's name shall be added to the building and he shall be supplied with business cards showing him as an Associate. All advertising for the Anderson Chiropractic Clinic will also include Dr. Hartman's name as an Associate.
7. Dr. Anderson shall secure at the expense of the practice, malpractice liability insurance with minimum policy limits of \$1,000,000/3,000,000 and will furnish Dr. Hartman with evidence of the same.<sup>1</sup>
8. Dr. Hartman shall be responsible for his own personal and business protection.<sup>2</sup>
9. Dr. Hartman shall be paid a weekly salary of \_\_\_\_\_ (\$ \_\_\_\_\_) prior to deductions of federal, state and FICA taxes. In addition, Dr. Anderson, after making all collections for services rendered by Dr. Hartman, shall on the 10<sup>th</sup> of every month issue a check to Dr. Hartman of \_\_\_\_\_ percent (%) of all collections generated by him at the Anderson Chiropractic Clinic.
10. Dr. Hartman shall be furnished every month with computer billing figures indicating patient account status. He will also have access to all documents and information concerning submission of bills to third-party payers for services provided by Dr. Hartman.
11. All account receivables of the Anderson Chiropractic Clinic and their collection shall be the responsibility of Dr. Anderson or the designated business manager of the Anderson Chiropractic Clinic.
12. All patient histories, x-rays, laboratory reports or associated information of any kind pertaining to patients of the Anderson Chiropractic Clinic are the property of Dr. Anderson and the Anderson Chiropractic Clinic and may not be taken from the premises without the written permission of Dr. Anderson.
13. In the event of litigation, arbitration proceedings or other confrontations involving payments or claims, Dr. Anderson will allow Dr. Hartman access to patient files and other records during pendency of this Agreement or thereafter.
14. Each party agrees to cover for the other during illness, vacation and absenteeism. In the event this contract is extended beyond the one year period, Dr. Hartman will be granted two week's paid vacation after one year of full employment. Full time employment is a minimum of thirty-five (35) hours per week.
15. Associate shall be entitled to \_\_\_\_\_ days paid sick leave in each fiscal year of employment if employee is unable to perform usual duties by reason of illness or injury. Extended loss of time due to illness or injury shall, at the option of the employer, be cause for termination of the Agreement.
16. Dr. Hartman shall be allowed reasonable time off to attend post-graduate seminars necessary for relicensing or post-graduate certification.
17. Dr. Hartman agrees he understands the philosophy of practice at the Anderson Chiropractic Clinic as explained to him by Dr. Anderson and agrees to abide by that philosophy during the terms of this Agreement.
18. Should there be a dispute resulting from the business elements of the associateship both parties agree to first seek the assistance of a mutually agreed upon arbitrator to resolve the dispute before seeking legal counsel.
19. Upon termination of this Agreement, whether premature or by expiration, Dr. Hartman agrees not to set up or work in a chiropractic office competitive to the Anderson Chiropractic Clinic within the geographical area from which the larger portion of the clinic clientele is drawn. It is agreed that such practice is largely confined to an area within a radius of \_\_\_\_\_ miles from the Anderson Chiropractic Clinic. Should Dr. Hartman set up a private practice or engage otherwise in practice within such area for a period of two years subsequent to the date of terminating practice in the Anderson Chiropractic Clinic, he agrees to respond in damages and costs in law or equity for violating this covenant.
20. Dr. Hartman shall not, during the term of this contract or thereafter, collect or attempt to collect for services rendered by him or others at the Anderson Chiropractic Clinic, and agrees that all collections shall be processed through the books of the Clinic.
21. The parties agree that the provisions of this Agreement are severable with respect to enforceability and that the contract shall be invalid due to the deficiency or unenforceability of any one or more provisions or clauses herein.
22. Both parties agree that the primary effort and ultimate goal is for the greatest good of the patient and that professional responsibilities, integrity and high standards of competence and skill will be the guiding tenets in the practice of chiropractic and shall be adhered to at all times.

Each party in signing this Agreement signifies that he/she has read the Agreement and thoroughly understands its meaning.

Both parties recognize that the professional services to be rendered pursuant to this Agreement are special, unique or extraordinary and that in the event of a breach of any of these terms and conditions by either party, the other party shall be entitled, if he so elects, to terminate the association at once.

### ANDERSON CHIROPRACTIC CLINIC

\_\_\_\_\_ by: \_\_\_\_\_  
 Peter Anderson, DC /Owner, Director

\_\_\_\_\_ by: \_\_\_\_\_  
 Mark Hartman, DC / Associate

\_\_\_\_\_ by: \_\_\_\_\_  
 Witness

1. This is negotiable. Some employers pay for this coverage and others require the Associate to pay for their own coverage.  
 2. Also negotiable. Often the employer will have health, disability, life for all employees.

PRACTICAL ADVICE & USEFUL TIPS

THE CHIROPRACTIC CHOICE