
Sample Associate Contract

Veterinary Associate Employment Agreement

This agreement is made this (Day) day of (Month and Year) between (Hospital Name), (hereinafter called the "hospital" or "owners") and (associate name), (hereinafter called the "associate").

The hospital hereby employs the associate and the associate hereby accepts such employment for the period of twelve months from the date of this agreement. The hospital administrator referred to herein is (manager name).

Employment and Duties

The hospital hereby employs the associate in the capacity of veterinarian for a term and for the compensation provided in this agreement.

The associate agrees to perform such duties as may be determined and assigned by the owners. The associate shall faithfully adhere to the ethical principles of the veterinary profession and shall avoid all personal acts that might injure the professional and/or personal reputation of the hospital or its owners. The associate shall be obligated to maintain all licenses and accreditations through the duration of this Agreement.

The associate shall observe all rules established by the owner governing the rendering of patient care and shall abide by the decisions of the owner with regard to the diagnosis and treatment of any patient. In no instance shall the associate be required to perform what he/she feels compromises his/her best professional judgment or ideals.

Terms

Except in the case of earlier termination, as hereinafter specially provided, the term of this contract shall be twelve (12) months from the effective date hereof. No less than ninety (90) days prior to the end of this agreement, provided this agreement has not been terminated as herein provided, the parties agree to meet and consider a new contract of employment.

Work Schedule

The associate is to work a schedule of a minimum of forty hours per week. The associate is to arrive at work on time, and fully prepared to assume his/her duties. The outpatient hours and surgical schedule are set up for the convenience of our patients, not our associate. An established 1 hour lunch break is provided for in the schedule and is included in the forty hours.

The associate is to have treated all animals, to have performed all necessary work, to have updated all medical records, and to have made all telephone calls before leaving for the day.

The associate will split all on call responsibilities or when a sick patient needs medical help at any time of the day. For all on call emergencies the associate will be paid 20% the total charges paid by client. When the owner veterinarian is out of town, the associate will be responsible for working those days.

Professional Liability Insurance

The associate shall carry personal professional liability insurance insuring the employee for professional errors, omissions, negligence, incompetence, license defense, and malfeasance which will be supplied to the owner at time of employment. The hospital shall carry professional liability insurance on the associate. Such insurance protects the hospital, not the associate. In the event the associates' insurance lapses or is not current, associate shall notify hospital immediately.

Exclusive Service

The associate shall devote such time and attention as necessary to adequately perform his/her duties during the period of this agreement, any and all revenues earned by the associate from the practice of veterinary medicine on or off the hospital premises, belong to the hospital, the same being part of the entitlements of the hospital as a result of its salary payments to associate called for by the terms of this agreement.

Personal Property

The associate shall provide the hospital with a list of all equipment, supplies, instruments, and books brought to the practice by the associate, collectively the "associates' property" which shall remain the property of the associate.

Disability

If during the term of this agreement associate should fail to perform his/her duties on account of illness or other incapacity and such illness or other incapacity shall continue for a period of more than seven days, the hospital shall have the right to suspend his/her wages except for earned commission until fully able to perform all of the duties assigned by the hospital director. In the event that said illness or other incapacity shall continue for more than thirty days, the hospital shall have the right to terminate this Agreement. In this event, the hospital shall be obligated to pay associate his/her compensation up to the date of the suspension.

Termination

The hospital may terminate this agreement at anytime without cause upon NINETY days notice to the associate and the hospital shall be obligated to pay the associate the compensation due up to the date of termination.

The associate may terminate this agreement anytime upon NINETY days notice to the hospital, and the hospital shall be obligated in that event to pay associate due compensation up to the date of termination only.

The hospital may discharge the associate for: dishonesty, incompetency, intoxication or impairment by virtue of drug usage, insubordination, or malpractice.

In addition, the associate may be discharged for any of the following reasons:

The suspension, revocation, or cancellation of the associate's right to practice veterinary medicine in the State of (STATE), or the suspension, lapse, or cancellation of the associate's professional liability insurance.

The imposition of any restrictions or limitations by any governmental authority having jurisdiction over the associate to such an extent that he/she cannot engage in the professional practice for which he/she was employed.

The associate fails or refuses to faithfully and diligently perform the customary duties of employment and adhere to the provisions of this agreement.

The associate fails or refuses to comply with the reasonable policies, standards, and regulations of the hospital, which from time to time may be established.

The associate is found guilty of professional misconduct by any professional organization having jurisdiction.

A receiver, assignee, or trustee in bankruptcy is appointed for the associate, or a petition under the Bankruptcy Code is filed against the associate.

The associate dies or is otherwise unable to perform his/her assigned duties under this agreement.

The associate violates any of the terms as stipulated under this agreement.

Compensation

For all the services to be rendered by associate in any capacity hereunder, the hospital agrees to compensate the associate in the following manner.

There will be a guaranteed level of compensation paid to the associate by the hospital in the amount of 20% of production produced by the Associate as computed by Cornerstone Management Software. The commission will be calculated on the first payroll of the month, except when the payroll falls within the first 4 days of the month. Payroll is compiled bi-weekly. The associate will be pre-paid commission in the amount of (\$) gross on the other payroll dates during each month. The first payroll of the month the difference between actual commission the Associate earned and what was paid will either be added in or subtracted from that payroll.

Boarding, grooming, cremations, county licenses, specialist services and surgeries, and employee pets are exempt from commission. Refills of prescriptions and diets are also exempt from commission. The associate will not be compensated for any uncollectible client accounts over 60 days old. The associate agrees that the hospital has made no other representations with respect to compensation for services rendered, except as expressly signified within this section.

Reimbursements

1. Hospital agrees to reimburse dues of national, state, and local veterinary medical associations.
2. Hospital agrees to reimburse other such reasonable dues; equipment and/or supplies required for performance of duties or applied research. Dues paid for the receipt of a journal should not be duplicated within the practice, the medical director must authorize equipment so purchased and remains the property of the hospital.
3. All receipts for reimbursement must be turned into hospital administrator one month prior to contract end to receive reimbursement.

Reimbursement Not to Exceed (\$) (Dollars)

Said commission shall be subject to appropriate deductions for social security, withholding taxes, and other routine payroll deductions. The hospital shall make FICA payments on behalf of the associate and shall provide Workman's Compensation coverage.

Each doctor will cover for the other in the event of sickness, disability, or authorized absence from the practice.

Medical Insurance

Associate shall be entitled to participate in the hospital's group health insurance plan at the end of 90 days of initial employment. The hospital will incur the costs of the plan for the associate which is deducted from the associate's reimbursement account. Costs of any other family members on the plan will be the associate's responsibility.

Vacation

Vacation for the associate must be at such time as to provide minimal stress to the practice. Written request filled out on vacation request form must be approved 4 weeks prior to requested period. Four weeks, 20 regular business days of vacation will be allowed for the term of the agreement. The associate and owner cannot be on vacation at the same time. Vacation is not compensated.

Appearance

The associate shall dress neatly and in accordance with his/her professional status and the established dress code for veterinarians at this hospital. Smoking and chewing gum or other materials is expressly forbidden in the facility or on hospital property.

Fee Schedule

The hospital administrator will post fees. The associate will be able to discount or discretionary practice to anyone for a gross amount of standard fees up to (0.5% of gross production from previous year) per the term of this agreement. Any exception over this amount must be approved, IN ADVANCE, in writing, by the hospital administrator. Any unapproved amount exceeding the (%) shall be deducted from the associate's next compensation following the discovery of such discount. During normal hospital hours, the fees will be collected by the front office staff and technicians, and by no one else. The associate is expected to explain fully the treatment and established costs to the pet owner, and the final fees accumulated, thus assisting in their collection.

Veterinary Services

Veterinary service for associate's owned pets will follow the same policy as the hospital employee manual. If services are provided during non-working hours for associate and owner, such as one hour lunch, before or after office hours, veterinary services will be provided for costs of materials. If services are provided for associate's pets by outside relief veterinary services or specialty veterinary services, associate will incur costs of specialty services as charged by specialist and follow hospital employee manual for veterinary service discounts for associated fees. The hospital administrator will determine the costs and fees occurred and provide an invoice to associate. All balances on associate's account will be deducted from the next payroll period.

Ownership of Medical Records

Medical records including treatment cards, laboratory results, radiographs, etc. are the property of the hospital, not the associate. Removal of said records is grounds for immediate termination of this contract.

Disclosure of Information

The associate recognizes and acknowledges that the names and addresses of the hospital's clients and patients are valuable and unique assets of the hospital. The associate will not, during or after the term of the employment, disclose these names or addresses to any other firm, corporation, association, or other entity for any reason or purpose whatsoever, without the prior written consent of the owner.

Restrictions

The associate agrees that he/she will not own, manage, operate, control, be employed by, participate, or be connected in any manner with the ownership, management, operation, or control of any business or profession including that of a mobile practice, engaged in veterinary services during the period this agreement is in effect and for a period of TWO YEARS after the termination thereof, within an area of a TEN MILE RADIUS of the hospital.

Further, the associate shall be deemed to have violated this covenant if he/she solicits or contacts any patient of record of the hospital.

The associate further agrees that he/she will not, during or at any time after the term of his/her association, disclose to any person, firm or corporation, the names or addresses of any past or present clients of the hospital, or solicit business of a similar nature to that of the hospital, from such clients.

If associate violates any of the terms of this agreement and/or does not adhere to the restrictive covenant as stipulated in this section, the hospital shall be entitled to an injunction by any competent court enjoining and restraining each and every person involved from continuance of prohibited practices. The said injunction shall be in addition to the hospital's right to damages in any other legal right that the hospital may possess in connection with any said violation by associate.

Further, if the associate violates the provisions of this agreement and does not adhere to the restrictive covenant as stated herein, the associate shall pay to the hospital an amount equal to (\$) for associating with, or becoming financially interested in any office or facility including mobile clinics for the practice of veterinary medicine. The parties further agree that such monies paid for damages reflect the minimum amount of loss incurred by the hospital in an event of any violation hereof. This agreement shall be binding upon associate, his/her heirs, executors, as assigns, and shall insure to the benefit of the hospital, its successors, and assigns. In the event of a breach or threatened breach by the associate of the provisions of this paragraph, the hospital shall be entitled to an injunction restraining the associate from disclosing, in whole or in part, the names and addresses of the hospital's patients, and from rendering any services to any firm, person, corporation, association, or other entity to whom such lists in whole or in part, has been disclosed or is threatened with disclosure. Nothing herein shall be construed as prohibiting the hospital from pursuing any other remedies available to the hospital for such breach or threatened breach, including the recovery of damages from the associate. The damage to the employer would be difficult to determine, should the associate breach their covenant not to compete. The parties hereto have discussed what amount would be equitable and fair on liquidated damages and have mutually agreed that a sum equal to two years base salary shall be the amount of liquidated damages that the associate would be liable to the employer should the associate breach the covenant not to compete.

Notice

Any and all notices referred to herein shall be sufficient if furnished in writing and sent to the representative parties at the addresses subscribed below following the signatures to this agreement or to the last addresses furnished to the hospital.

If, at the end of a 12 month period following the first day of association as per this agreement, both parties feel that their arrangement and relationship have been satisfactory, an agreement shall be developed outlining the terms of a partnership buy-in.

The associate shall function as an employee during the 12-month period of time as stipulated by the terms of this agreement. This agreement contains the sole and entire

agreement of the parties with respect to the subject matter thereof. Any and all prior discussions, negotiations, commitments and understandings relating thereto are merged herein.

This agreement may be changed only by a written amendment signed by both parties.

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