



PATHWAYS
TO PRIVATE PRACTICE

ASSOCIATE CONTRACT DISCUSSION POINTS

The following is a suggested outline of topics to be discussed during negotiations between established optometrists and a new graduate. This list can be modified per the needs of the two parties.

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1. Employment and Duties

- a. Hours worked
- b. Days worked
- c. Management duties
- d. Extra duties

2. Exclusive Service

- a. Devote full working time and attention
- b. Render services to another practice, person, or firm?

3. Term of Contract

- a. Number of months or years
- b. Continuation after original term
- c. Potential buy-in option?

4. Compensation

- a. Base salary and pay schedule
- b. Bonus calculation

5. Fringe Benefits

- a. Vacation days / Personal days
- b. CE allowance / Travel
- c. Administrative and management compensation
- d. Health insurance
- e. Auto mileage for multiple offices
- f. Life / Disability insurance
- g. 401K or retirement plan

6. Malpractice Insurance

- a. Payment of malpractice insurance premiums

7. License

8. Association dues

9. Office Records

- a. Ownership of records upon termination

10. Vacation and Personal Time

- a. Number of vacation days / Personal time
- b. How is time accrued
- c. Advance notice needed for vacation scheduling
- d. Limitations of vacation leave schedule

11. Exit Clause

- a. Either party may terminate the contract with written notice to the other party.
The employee or employer must provide _____ days advance notice.
- b. Compensation
- c. Benefits

12. Covenant not to Compete

- a. Miles
- b. Time
- c. Penalty

13. Termination (immediate)

- a. Employee Death
- b. Employee Disability
- c. Definition of Disability
- d. Employee disqualification to practice optometry
- e. Employer's business discontinued
- f. Employee's failure to diligently perform duties of the employment

ASSOCIATE CONTRACT WORKBOOK

EMPLOYMENT AND DUTIES

The associate optometrists will work _____ hours per day /week

The associate optometrists will work _____ days per week including:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

The following management duties will be required from the associate:

The following extra duties will be required from the associate:

EXCLUSIVE SERVICES

The associate will devote their full working time and attention to the practice of optometry for the employer? YES NO

The associate optometrist will be able to work for another vision care provider after hours or other non- office scheduled times? YES NO

TERM OF THE CONTRACT

The initial term of the contract will be _____ Months

After the initial term has expired, the contract will automatically renew unless a review and signing of a new contract occurs? YES NO

Is there the potential for future buy-in as a partner or other owner? YES NO

If so, when will the buy-in begin and when will the practice be appraised for its sale value?

COMPENSATION

The base salary for the new associate will be \$_____ paid every _____ weeks

The base salary will change \$_____ per year of the contract

The associate will also be paid a bonus based on production? YES NO

The bonus will be calculated on the following formula:

FRINGE BENEFITS

The associate will receive _____ vacation hours / days accrued _____

The vacation time needs _____ weeks advance notice

The vacation time has scheduling restrictions? YES NO

The associate will receive _____ sick days per _____

The associate will receive _____ days and \$_____ for CE and conventions

The associate will receive \$_____ education allowance per _____

The associate will receive \$_____ licensing per _____

The associate will receive \$_____ for association and society dues per _____

The associate will receive \$_____ for administrative duties per _____

The associate will receive \$_____ for health insurance per _____

The associate will receive \$_____ for retirement (401K) pr _____

The associate will receive \$_____ for auto mileage traveled between offices per _____

The associate will receive \$ _____ for Life / Disability insurance per _____

MALPRACTICE INSURANCE

The malpractice insurance will be paid by the employer? YES NO

OFFICE RECORDS

All records, charts and personal files concerning the patient of Employer shall belong to and remain the property of the Employer? YES NO

EXIT CLAUSE

Either party may terminate the contract with written notice to the other party. The employee or employer must provide _____ days advance notice to the other party.

The employee will receive \$ _____ compensation paid _____

The employee will continue to receive fringe benefits during this time? YES NO

COVENANT NOT TO COMPETE

For a period of _____ months after Employee ceases to be employed by Employer, Employee shall not, directly, or indirectly, engage in the practice of optometry on his own account, or become interested therein, directly, or indirectly, as an Employee, shareholder, director, officer, or employee in competition with Employer within _____ miles of the Employers office/s.

What will be the penalty of breaking the non-compete clause? _____

TERMINATION (IMMEDIATE)

The contract will immediately terminate with the event of the following:

Employee death YES NO

Employee disability YES NO

Employee loss of license YES NO

Loss of professional liability coverage YES NO

Employer's business discontinued YES NO

Employee's failure to diligently perform the duties of employment YES NO

Unethical behavior YES NO