

June 23, [REDACTED]

[REDACTED], O.D.

Re: Associate Agreement

Dear [REDACTED]

We enjoyed our conversation and meeting on Saturday, May 8, [REDACTED]. As a result of our meeting and subsequent conversation we believe that you would fit well within the philosophy of our practice because of [REDACTED] your enthusiasm for the profession, your personality, and your hard work ethic. We would like to extend to you an invitation to join our practice on Sept. 1, [REDACTED]. This is an excellent opportunity to be a part of a growing practice.

During our discussions we have mentioned the core values of our practice; quality care and service, integrity, and excellence. Through the extended history of this practice the above mentioned core values have permeated everything that is done. The vision statement of our practice can best be stated by the following, "The vision of this office is to provide the highest quality of service for our patients. The visual needs of our patients take first priority. Everything done in this office should communicate this to our patients; after all, without them this office would not exist." This tradition has been and will continue to be carried on. Daily we hear patients comment regarding the thoroughness of the care they receive.

[REDACTED] it is a good time for us to bring in an associate and we believe that you are the individual that would best fit this role. We intend to provide opportunities to move patients into your schedule; initially Dr. Fisher will stop seeing patients on Thursday and Dr. [REDACTED] will stop seeing patients on Wednesday. This should open up time within the office to create an opportunity for growth in your schedule. We provide same day acute care during the week because we want our patient's to see us as the gatekeeper for all of their eyecare, we intend to funnel some of these cases into your schedule. Also, we are considering adding vision insurance plans like [REDACTED] which would directly benefit the growth of the practice. This should positively impact your schedule.

We would like to outline specifically the terms in which you would join the practice.

1st year as associate

Guaranteed salary [REDACTED]/month = [REDACTED]/year

2nd year as associate

Option to continue guaranteed salary [REDACTED]/month for another year

OR

[REDACTED]% of gross collections for the year

After the first year, you would have the choice to continue the guarantee or go to [REDACTED]% of gross collected, we would continue to pay liability insurance either way. This would be an either/or and the % would remain the same as long as you are an associate.

When [REDACTED] came into the practice and then when I came into the practice, we had both been of the mindset that we wanted to be rewarded for how hard we worked and how large the practice would grow. We have never worked in the mindset of hourly compensation for a doctor. We believe it is in your best interest and ours to pay you a percentage of production as soon as possible because it rewards you nicely for working hard and it benefits the practice as a whole.

During the first year of your associateship you will be in the clinic seeing patients 2.5 days each week (Wed. all day, Thur. all day, Fri. morning). You would also have a variety of other responsibilities within the practice as it pertains to staff management & training, systems implementation, peer chart reviews, and other daily operations of the practice. In the profession of optometry [REDACTED] [REDACTED], P.A. would be your only employer Wednesday – Friday. You will not be employed by any other ECP (eyecare provider) and will not practice as an optometrist within the [REDACTED] metropolitan area, outside of the [REDACTED] practice you are currently in and it's [REDACTED] location [REDACTED] and the practice of [REDACTED] P.A.

We will provide you with the following:

8 working days of compensation time (vacation, sick days, etc.) per the contract year of Sept. 1, [REDACTED] Aug. 31, [REDACTED]. Any absenteeism beyond the 8 days of compensation time will result in a loss of 5% of the monthly guaranteed salary for each half day of absenteeism for that month.

Professional liability insurance at the same rate we are covered

You will be responsible for the following:

professional dues, continuing education, licensing fees, health insurance, long term disability. If you choose, these expenditures may be passed through [REDACTED] [REDACTED] P.A. and deducted from your gross pay.

You will be an associate of [REDACTED], P.A. (the corporation) for one year from the original date of employment (Sept. 1, [REDACTED] – Aug. 31, [REDACTED]). At the conclusion of this one year period two options will occur.

- 1.) If you and the corporation agree on their professional compatibility, you will be invited to extend the above associateship for another year with the above outlined terms.
- 2.) If the above parties are professionally incompatible, your association with the practice will be terminated. If this should occur, after the first year you will be restricted from practicing within a 5 mile radius of the current location of the corporation [REDACTED] for three years. If you continue the above associateship past the first year then 1 mile will be added to the above 5 mile restriction. A 10 mile radius would be the max restriction after 5 years of associateship and would be for a duration of 3 years

Your signature below indicates that you agree to the above specified terms and conditions.

[REDACTED] O.D.

[REDACTED] – Optometry

[REDACTED]

[REDACTED] O.D.

[REDACTED] O.D.

[REDACTED], O.D.