**EMPLOYMENT AGREEMENT**

 AGREEMENT, made as of November 1, 2020 between **East Greenbush Chiropractic**, **PLLC** with its principal offices at 569 Columbia Turnpike, East Greenbush, New York 12061, hereinafter called the EMPLOYER, and **Associate NAME, D.C.**, residing at AAAAA, Anytown, New York 12345, hereinafter called the EMPLOYEE.

 Whereas, the EMPLOYER is authorized to practice the profession of Chiropractic in New York and wishes to employ the EMPLOYEE to render services for it;

 Whereas, the EMPLOYEE is duly licensed to practice the profession of Chiropractic in New York, and is willing to perform services for the EMPLOYER, all in accordance with the following terms, conditions and provisions:

 Now, therefore, it is agreed that:

 1. EMPLOYMENT. Effective from and after DATE, the EMPLOYEE shall faithfully serve the EMPLOYER in the practice of Chiropractic (hereinafter called the PRACTICE) until this association is terminated as provided in paragraph "15" hereof.

 2. DUTIES. The EMPLOYEE shall devote full time and attention to the performance of professional service in the PRACTICE and the additional time that may be required for the administration and management of the PRACTICE. EMPLOYEE'S duty schedule shall be determined by the EMPLOYER and shall include such emergency evening and weekend coverage of the PRACTICE as shall be reasonably assigned by the EMPLOYER.

 3. COMPENSATION. For all of the services rendered by the EMPLOYEE to the EMPLOYER, the EMPLOYEE shall be paid a salary consisting of three components:

(a) A payment in the amount of Nine Hundred Dollars ($900.00) per week payable in payroll periods as determined by the EMPLOYER, but such payments shall be made not less often than in monthly installments.

 (b) A commission of 6% of the PRACTICE PROFIT and OVERALL COLLECTIONS as defined below. These commissions will be calculated on a monthly basis as of the last business day (defined by the hours in which we are in the office adjusting) of each month. The commission of such PRACTICE PROFIT and OVERALL COLLECTIONS shall be paid to the EMPLOYEE on the first normal payroll day of the EMPLOYER in the succeeding calendar month. The percentage to be paid shall be based on the following:

1. A SIX PERCENT (6%) commission of the PRACTICE PROFIT with overhead taken out. PRACTICE PROFIT will be defined as the amount of income that is derived from the practice after the following overhead expenses are taken out: advertising & promotion, bank service charges, business licenses and fees, computer and internet expenses, continuing education, credit card fees, donations, dues and subscriptions, gifts, health insurance, insurance expense, interest, janitorial expense, maintenance, medical records and supplies, office management, office supplies, payroll taxes, payroll wages, payroll prep fees, pension match, postage & delivery, professional fees, rent expense, repairs, medical equipment, seminars, telephone expense, travel expense, and utilities. These expenses will be considered as overhead. No meals and entertainment while at seminars will be utilized in this office expenses number. Seminar cost will comprise of the seminar cost and travel and will allow for no additional cost for food.

2. A SIX PERCENT (6%) commission of OVERALL COLLECTIONS of the entire practice with any refunds taken out. Refunds are any and all monies given back to a practice member or insurance company.

 All payments made hereunder shall be reduced by any deductions or withholding required by law. Collections for purposes of this commission calculation shall only be considered to be amounts actually received by the EMPLOYER in cash or cash equivalent (i.e., collected funds) for services rendered by all EMPLOYEES of the practice to patients while employed under this contract.

Upon the termination of EMPLOYEE’s employment for any reason, EMPLOYEE shall be entitled to any accrued compensation for the period of time actually worked prior to such termination, and to no other compensation, commission or benefits beyond date of termination. In the event of a retrospective audit performed by a third party payer, where services are deemed unreasonable or unnecessary for the patient, the EMPLOYEE who delivered those services shall be liable to return all compensation paid to him by the EMPLOYER as commission directly related to that third party payer and any and all applicable fines associated with such determination. These monies will be deducted from subsequent commission calculations or EMPLOYEE will be forwarded all bills from the carrier in question.

 4. HEALTH INSURANCE. The EMPLOYER does not provide any health insurance coverage for EMPLOYEE, but the EMPLOYEE shall have the opportunity to participate in any group health insurance plan sponsored by the EMPLOYER at the EMPLOYEE’S sole expense with the full cost of such coverage being deducted from the EMPLOYEE’S salary in regular installments. A retirement program is available to the EMPLOYEE. Specific details of such program are available through the EMPOLYER.

 5. PROFESSIONAL LIABILITY INSURANCE. The EMPLOYEE shall obtain a policy of professional liability (malpractice) insurance in limits acceptable to the EMPLOYER which shall be at least $1,000,000.00 single/$3,000,000.00 aggregate. The EMPLOYER must be named as an additional insured on such policy. The EMPLOYEE will immediately take such steps as is necessary to complete the appropriate applications to obtain such coverage. It shall be a specific condition of employment that the EMPLOYEE shall maintain such coverage and shall provide to the EMPLOYER appropriate proof that such coverage is and remains in effect. In the event the EMPLOYEE is or becomes ineligible for any reason to be covered by such professional liability insurance, then this agreement shall be deemed null and void and the EMPLOYER shall have no responsibility to employ or continue the employment of the EMPLOYEE hereunder. The EMPLOYER will pay SIX Hundred Dollars ($600) per year toward malpractice coverage. Upon the termination of this agreement for any reason, EMPLOYEE shall reimburse EMPLOYER for any monies paid toward malpractice insurance for the year and such will be withheld from any funds due to EMPLOYEE.

 6. EMPLOYEE DEATH. If the EMPLOYEE dies while this agreement is in full force and effect, the EMPLOYER shall pay to his named beneficiary, or in default of a named beneficiary, to his estate, all salary accrued but unpaid up to the date of death.

 7. VACATION. During the term of this agreement, the EMPLOYEE shall be entitled to a vacation period of two (2) weeks. Both weeks cannot be within a 4 month period of each other. Vacation leave shall be taken on reasonable prior notice and at a time and in a manner not to interfere with the proper operation of the PRACTICE and shall not be taken more than one week at a time. Three or more consecutive days of vacation must be submitted for approval to EMPLOYER a minimum of 1 month prior so that coverage and scheduling changes can be arranged. One to 2 days require three weeks prior notice. Vacation days will be pro-rated for less than full contract years worked. Unused vacation time may not be carried over from year to year without the EMPLOYER's written consent. Any time off needs to be given to Dr. Kelly in writing in the appropriate time frame above. If no such notice is received by Dr. Kelly the EMPLOYEE will not be paid for the time off.

 8. SICK LEAVE. The EMPLOYEE shall be entitled to five (5) days per year of paid sick leave. Unused sick time may not be carried over from year to year without the EMPLOYER's consent.

 9. EQUIPMENT. The EMPLOYER shall provide and pay for suitable office space and facilities, furniture, fixtures, equipment, supplies, and other employees and assistance necessary or appropriate for the PRACTICE.

 10. CONTINUING EDUCATION. The EMPLOYEE shall be required to attend such additional education courses as may be or may become required by the New York State Education Department (or such other licensing authority as may come into being) in order to maintain his license to practice chiropractic in good standing. All expenses of attending such education are the responsibility of the EMPLOYEE except as otherwise herein provided.

 In addition to such required courses, the EMPLOYER from time to time may require the EMPLOYEE to take such other continuing education or management courses which the EMPLOYER deems appropriate for the EMPLOYEE. The EMPLOYEE agrees that he will in fact attend all such courses. All expenses of attending such courses will be the responsibility of the EMPLOYER except as otherwise herein provided. The EMPLOYER will at his discretion pay for up to FIVE Hundred Dollars ($500) of continuing education seminars. The cost will only be reimbursable for actual seminar attendance. The cost of transportation, lodging and food is excluded in reimbursable expenses. Reimbursement will occur after the actual seminar and will need to be approved by EMPLOYER for reimbursement.

Should the EMPLOYEE or EMPLOYER choose to terminate the contract or should the EMPLOYEE leave the practice at the conclusion of the contract, any monies paid to the EMPLOYEE for seminar attendance or malpractice insurance within the previous 6 months will be reimbursed to the EMPLOYER. Any such funds dispensed by the EMPLOYER for such reimbursements will be deducted from the EMPLOYEES final paycheck.

 11. EMPLOYEE CONDUCT. The EMPLOYEE, at all times during this agreement, shall:

 A. Observe and conform to all relevant laws, statutes and regulations and to the customs of the chiropractic profession, specifically including all provisions of the Health Insurance Portability and Accountability Act of 1996 applicable to the PRACTICE;

 B. Comply with all the EMPLOYER'S reasonable directions and orders in the PRACTICE; and

 C. Not disclose, except to the EMPLOYER, any professional secrets or information with respect to the EMPLOYER, the PRACTICE, or any patients of the PRACTICE.

 D. EMPLOYEE’s clinical judgment shall not be subject to EMPLOYER’s supervision or control, EMPLOYEE shall not be questioned with respect to his clinical diagnosis and recommended treatments, and EMPLOYEE shall have unfettered discretion to treat patients within his license to practice chiropractic.

 12. EMPLOYEE ACCOUNTS. The EMPLOYEE shall render, as often as may be necessary or appropriate, a true account of all patients attended in the PRACTICE, and of all money received by his on account of the PRACTICE and shall pay the money to the EMPLOYER for deposit in the PRACTICE account.

 13. PATIENTS AND RECORDS. The EMPLOYER and EMPLOYEE agree that all patients seen by him/her in the course of his/her employment are the patients of the EMPLOYER and that all patients' charts and professional records are the property of the EMPLOYER and that upon the termination of the agreement, the EMPLOYEE shall not be entitled to receive any patients' charts or professional records, subject to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

 14. POLICY DECISIONS. It is understood that the EMPLOYER shall have the sole and exclusive right of management over the PRACTICE, including, without limitation, the determination of the professional standards to be observed, the determination of the fees to be charged patients for services rendered in the PRACTICE, purchasing decisions in the PRACTICE, hiring decisions in the PRACTICE, and the office hours to be maintained in the PRACTICE.

 15. CONDITIONS OF TERMINATION. Unless otherwise agreed to in writing by the EMPLOYEE, this agreement shall terminate on the occurrence of any of the following events:

 A. END DATE, unless extended in writing signed by both parties.

 B. At any time by mutual agreement in writing between the EMPLOYER and the EMPLOYEE.

 C. At the death of the EMPLOYEE, provided, however, that the provisions in this agreement pursuant to the EMPLOYEE'S death shall be performed by the EMPLOYER.

 D. If the EMPLOYEE becomes disabled so as to be physically, mentally or emotionally unable to satisfactorily perform the EMPLOYEE'S regular full time duties for any period in excess of thirty (30) continuous calendar days.

 E. Upon the disqualification of the EMPLOYEE to practice Chiropractic by the agency with power to license the chiropractic profession.

 F. Upon 30 days’ notice by EMPLOYER.

 G. At any time for cause, which shall be defined as a determination made by the EMPLOYER that the EMPLOYEE has failed in the continued performance of the EMPLOYEE'S duties as required hereunder, engaged in unprofessional conduct, engaged in the commission of a crime, disloyalty of EMPLOYEE to the business of EMPLOYER, has converted the property or receipts of the EMPLOYER, or has engaged in such other actions or conduct which are substantially adverse to the EMPLOYER, or fails to engage in such actions or conduct as the EMPLOYER has the right to expect.

 16. RESULTS OF TERMINATION. If the EMPLOYEE terminates or is terminated for any reason, EMPLOYEE agrees not to become employed in the private practice of Chiropractic (either as a sole practitioner or employee, officer, shareholder or partner of any other practice) at any location within a twelve (12) mile radius of any office of the EMPLOYER for a period of one year following the date of termination. The parties realize that the violation of this term by the EMPLOYEE shall cause irreparable harm to the EMPLOYER and the EMPLOYEE therefore consents to the issuance of an injunction by any court of competent jurisdiction for any violation hereof. Additionally, EMPLOYEE agrees that, during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement, EMPLOYEE shall not, for EMPLOYEE’S account or for the account of others (i) solicit or induce any current or former patients of the EMPLOYER (hereinafter collectively referred to as “Patients”) to patronize any competing professional, including but not limited to EMPLOYEE; (ii) Canvas or solicit any chiropractic business relationship from any Patients; (iii) request or advise any Patients not to patronize EMPLOYER or any affiliate of EMPLOYER or request or advise any Patients to withdraw, curtail, or cancel any such Patient’s business with EMPLOYER or any affiliate of EMPLOYER; (iv) disclose to any person, firm, or corporation the names or addresses of any Patients; or (v) solicit or induce any current employees of the EMPLOYER to become employed by any competing professional, including but not limited to EMPLOYEE.

 The EMPLOYEE shall only be eligible for any compensation or benefits up to the date of termination and shall not be entitled to any other payments upon termination except as otherwise specifically provided for herein.

 17. AMENDMENT. No modification, amendment, addition to, or termination of this agreement, nor waiver of any of its provisions, shall be valid or enforceable unless in writing and signed by all the parties.

 18. BINDING AGREEMENT. This agreement shall be binding on the parties, their distributees, legal representatives, successors, and assigns.

 19. NOTICES. All notices under this Agreement shall be in writing and shall be served by personal service, by certified mail, return receipt requested, or by nationally recognized overnight courier with proof of delivery. Notice by mail shall be addressed to EMPLOYER at the business address and to EMPLOYEE at the most recent address shown in the employment records of the EMPLOYER. Either party may notify the other party of a different address to which notices shall be sent.

 20. SEVERABILITY. Should any portion of this agreement for any reason be deemed to be void, such provision shall be deemed to be severed from this agreement and the remaining portions of this agreement shall remain in full force and effect.

 21. GOVERNING LAW. This agreement shall be governed by the laws of the State of New York.

 IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

EMPLOYER

 EAST GREENBUSH CHIROPRACTIC, PLLC

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Timothy M. Kelly, Member

 EMPLOYEE

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Associate NAME