**ASSOCIATE DOCTOR AGREEMENT**

This agreement is between GREEN BOOK Chiropractic, A Professional Corporation (“Employer”)

and BJ PALMER, D.C. (“Employee”).

**WHISEAS**, Employer is duly organized and licensed to practice chiropractic in the state of Iowa as a Professional Corporation and is presently engaged in the practice of chiropractic in Davenport, Iowa, and

**WHISEAS**, Employee is a certified by the Board of Chiropractic as a chiropractor, and

**WHISEAS**, Employer is willing to hire Employee in order to provide Employee with training and employment, and

NOW, THISEFORE, the parties agree as follows:

1. **Terms of Employment:** Employment with Employer shall be an “at-will”. Subject to the provisions for termination set forth below, this agreement will begin on

 .

2. **Salary:** Employer will pay the Employee a salary of $3,500.00 per month (base pay), for the services of the Employee. (See Compensation Schedule Addendum for further details)

3. **Duties and Position:** Employer hires the Employee as an associate chiropractor and his duties will be:

a. Employee will perform examinations, neurological scans, etc, as needed to patients to create an efficient office flow.

b. Employee will provide chiropractic care, answer phone calls, return emails and phone calls, collect payment, light cleaning of shared office space, and other clerical tasks as need.

c. Employee agrees to participate in any office promotion requested by Employer**.**

which may extend beyond typical office hours.

d. Employee will be required to teach various health related workshops every other week (or as needed). This may be a shared task between associate doctors.

e. In the absence of the senior doctor, the Employee/Associate with the most seniority will have direction over the staff, although disciplinary action will remain the duty of Employer**.**

f. All daily work must be done before you go home at the end of the day.

4. **Employee to Devote Full Attention to Employer:** The Employee will devote his entire time, attention, and energies to the business of Employer, and, during employment, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage. However, the Employee is not prohibited from making personal investments in any other business, if those Investments do not require participation in the operation of the companies, and the companies are not competitors of Employer.

5. **Hours of Practice:** The clinic will be open during the following hours. Please note, these hours may vary according to daily clinic demands or at the discretion of Employer.

**Monday 8:00 am — 1:00 pm; 3:00 pm — 6:00 pm**

**Tuesday 8:00 am — 1:00 pm**

**Wednesday 8:00 am — 1:00 pm; 3:00 pm — 6:00 pm**

**Thursday 8:00 am — 1:00 pm**

**Friday 8:00 am — 1:00 pm; 3:00 pm — 6:00 pm**

6. **Warranties by Employer:**

a. Employer is a Registered Corporation with the State of Iowa.

b. Employer is valid with the Iowa Board of Chiropractic Examiners

c. Employer agrees to furnish all necessary office space, equipment, supplies, and utilities required for the conduct of business.

7. **Warranties by Employee:**

a. Employee is valid with the Iowa Board of Chiropractic Examiners.

b. Employee shall not engage in any other business venture, or private practice, or any activity construed to be competitive to that of the GREEN BOOK CHIROPRACTIC, A PROFESSIONAL CORP. (so long as it shall be in existence) without the prior consent in writing of Employer**.**, as long as he/she is an employee of the GREEN BOOK CHIROPRACTIC, A PROFESSIONAL CORP.

c. Employee shall not engage in activities which may place employee’s Chiropractic License in jeopardy.

8. **Insurance:** Employee shall be individually responsible for his own malpractice insurance to **$1 million/$3 million** limits and name both DD Palmer, D.C. and GREEN BOOK CHIROPRACTIC, A PROFESSIONAL CORP. as covered individuals/entities.

9. **Confidentiality of Information:** Employee acknowledges that during his employment, he will have access to confidential and proprietary information regarding Employer and its clients. Employee agrees that he will not, during or after the term of employment, disclose any confidential information to any person, firm, corporation, or association. If the Employee does reveal, or threatens to reveal, any such information, Employer will be entitled to an injunction restraining the Employee from disclosing such information, or from rendering any services to any entity to whom such information has

been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and Employer may pursue any other remedies it has against the Employee for a breach or threatened breach of this condition, including the recovery of damages from the Employee. Employee also agrees to execute and be bound by Employer's Nondisclosure Agreement.

10. **Patient Records:** Employee hereby acknowledges and agrees that all patient case histories, x-rays, laboratory reports, mailing lists, and patient case records or associated information of any nature pertaining to patients who have undergone or who are undergoing treatment, care, consultation or diagnosis at the GREEN BOOK CHIROPRACTIC, A PROFESSIONAL CORP., or who are visiting the GREEN BOOK CHIROPRACTIC, A PROFESSIONAL CORP. for any professional reason whatsoever, are the property of the GREEN BOOK CHIROPRACTIC, A PROFESSIONAL CORP., and as such may not be taken or transferred in digital or paper form from the premises/computers of the GREEN BOOK CHIROPRACTIC, A PROFESSIONAL CORP., without the expressed consent in writing by **DD Palmer, D.C..**

11. **Reimbursement of Expenses:** The Employee may incur expenses for promoting Employer's business, including expenses for entertainment, travel, and similar items. Employer will reimburse the Employee for all reasonable business expenses after the Employee presents an itemized account of expenditures.

12. **Sick Leave:** Employee will accrue one (1) hour of earned sick leave for every thirty (30) hours worked. Employee shall accrue a maximum of eighty (80) hours in sick leave. Employee shall only be allowed to use up to forty (40) hours in a benefits a year.

13. **Emergency Leave:** Missing work unexpectedly for an **hour or two** will **not** be registered against sick/emergency time or vacation time. (Example: Flat tire, short period emergency veterinarian trip, personal emergency, etc.). Covering doctor will do so with no penalty to absent doctor, unless othiswise specified.

14. **Vacation:** Employee will receive **one (1) week** of paid vacation that accrues quarterly from the hire date at a rate of 1/4 of one week for the first year. For the second year, Employee will receive one-half (½) of one (1) week quarterly for a maximum of two week’s vacation.

a. Vacationing doctor will continue to receive full credit while on vacation for patients treated by covering doctor.

i. Covering doctor will in other words treat the vacationing doctor’s patients

at no additional cost to the vacationing doctor.

ii. The covering doctor will maintain full office hours during periods of vacation.

b. In the event of a scheduled conflict, the doctor with seniority will receive first option.

c. In order to allow for proper scheduling, vacations must be scheduled at least

**two (2) months** in advance.

15. **Termination of Agreement:**

a. Without Cause:

a. Either party may terminate the employment on 30 days' written notice.

i. Once notice has been given, the Employee will be required to perform their duties and will be paid his regular salary up to the date of termination but will not receive a severance allowance.

b. With Cause

a. Employee is subject to immediate termination for the following:

i. Suspension of Chiropractic License with the State of IOWA.

 ii. Unprofessional or illegal conduct or activity.

16. **Restriction on Postemployment Competition:** For two (2) year after the end of this agreement, the Employee will not own, manage, operate, control, or be employed by or participate in or be connected in any manner, with the ownership, management, operation, or control of, any business or type of business in which the Employee and employer are engaged at the time of Employee's termination within five (5) miles of Employer In addition, during such period, Employee shall not, directly or indirectly, hire, attempt to hire, solicit, or otherwise attempt to employ in any capacity, whether as an employee, independent contractor, consultant, or otherwise, and whether temporary or permanent, full-time, or part-time, any employee or agent of Employer or any corporate affiliate of Employer.

17. **Assistance in Litigation:** The Employee will, on reasonable notice, furnish such information and proper assistance to Employer as it may reasonably require in connection with any pending or threatened/actual litigation in which it is, or may become involved.

18. **Settlement by Arbitration:** Any claim or controversy that arises out of or relates to this agreement, or the breach of it, will be settled by arbitration in the City of DAVENPORT, in accordance with the rules then obtaining of the JAMS Mediation. This agreement to arbitrate any employment disputes, shall include, but not be limited to claims of employment discrimination under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Age Discrimination in Employment Act, or any othis federal, state, or local fair employment law, as well as claims for wrongful discharge, whistleblower claims, tort claims, claims for breach of an express or implied contract, etc. Judgment on the award rendered may be entered in any court possessing jurisdiction of arbitration awards.

19. **Limited Effect of Waiver by Employer:** If Employer waives a breach of any provision of this agreement by the Employee, that waiver will not operate or be construed as a waiver of later breaches by the Employee.

20. **Severability:** If any provision of the Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element, and, as so modified, such provision shall be deemed a part

of this agreement. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated from this Agreement. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.

21. **Assumption of Agreement by Employer's Successors and Assigns:** Employee's rights and obligations under this agreement will inure to the benefit and be binding on Employer's successors and assigns.

22. **Oral Modifications Not Binding:** This instrument is the entire agreement of Employer and the Employee. Oral changes will have no effect. It may be altered only by a written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

23. **Choice of Law and Venue:** This Agreement shall be governed by the laws of the State of

IOWA and enforced in DAVENPORT County Superior Court.

24. **Attorneys’ Fees:** In the event of a breach of this Agreement by any party, the prevailing party shall be entitled to recover its attorney’s fees and other costs incurred in any enforcement or litigation incurred because of a breach or alleged breach of the Agreement.

25. **Notices:** Any notice required or permitted to be given under this Agreement shall be sufficient, if in writing, and given to the party at their last known address or such other address as is specified in this Agreement, or by such party in writing from time to time.

26. **Assignment:** This Agreement shall not be assignable by any party hereto, nor shall the performance of any of the duties hereunder be delegable by any party hereto, without the written consent of the other party. This Agreement shall not be assignable by operation of law.

27. **Modification:** This Agreement may not be modified or terminated except as provided herein or by other written agreement executed by both parties to the Agreement.

28. **Headings:** The paragraph headings are for convenience only and in no way, define limit, extend or interpret the scope of this Agreement or of any particular paragraph hereof.

29. **Integration:** The following documents are integrated into this Agreement.

a. Associate Agreement for BJ PALMER, D.C. - Addendum to

Original Contract/Clarifications**.**

30. **Entire Agreement:** This Agreement contains the sole and entire agreement and understanding of the parties with respect to the entire subject matter hereof. Any and all prior discussions negotiations, commitments, and understandings relating thereto are hereby replaced by this document.

In witness, whereof, the parties have executed this agreement on *.*

**By: BJ PALMER, D.C**

DATE:

SIGNED:

**By: DD PALMER, D.C**

DATE:

SIGNED: