

# Office Sharing Agreement

Practice association: An association of two or more practitioners who maintain independent practices pursuant to a shared expense agreement. The parties may share staff, equipment, a shared "identity" to patients but typically each has their own separate patient base.

## ❖ Terms of Agreement

You are paid 28% of revenue collected (net paid by patients/ Insurance) from professional services, frames, Ophthalmic lenses, lens coatings and treatments, accessories and supplies and 10% from contact lens sales on your patients

- Separate phone numbers and appointment book.
- LASIK: 20% to Senior OD– 80 % to referring Jr. OD
- Friends and family:
  - Friends: n/c exam w/ 20 % off eyewear – you keep 17 %. No discount on contacts.
  - Family: n/c exam w/30 % off eyewear – you keep 12 %. No discount on contacts.
- If patient of Dr. Senior is seen, you will receive 50 % of services only
- Maternity leave, sick days and vacation – Dr. Senior will continue to see your patients and you will receive 20% of revenue collected on professional services, frames, ophthalmic lenses, lens treatments and coatings.
- When not on maternity, sick, vacation, etc., if Dr. Senior sees your patient, you still receive 28 % of revenue collected
- Payment to doctor (1099) is made on the 1<sup>st</sup> and 15<sup>th</sup> of the each month or the next business day after the 1<sup>st</sup> or 15<sup>th</sup> if those days fall on a weekend or holiday. 30 days processing time is required to calculate net sales from insurance companies.
- Doctor is allowed one "no charge" lab redo per patient order. Additional lab costs for more than one redo are subtracted from doctor's payment.
- Dr. Junior will pay for their own phone service and initial install.
- Dr. Junior will have office key and is responsible for lockup and any damage due to negligence.

## ❖ Taxes

- As an Independent Contractor, you will receive a 1099 and will be responsible for paying your personal tax liabilities.

## ❖ Expenses

- All operating expenses will be paid by the Senior Doctor – lab, frames, contacts, rent, utilities (except telephone fees), staff, etc.
- Advertising – Dr. Junior will be responsible for their own advertising and marketing
- New patient sales from joint marketing efforts will be decided by patient preference for Doctor.

## ❖ Ownership interest

- Dr. Junior owns their patient records and telephone number.

## ❖ Management duties

- We share staff. All doctors are encouraged to help with staff management. All major decisions (hiring, firing, etc.) must go through Dr. Senior.

## ❖ Insurance

- Dr. Senior is responsible for Worker's Comp, disability, and office insurance.
- Dr. Junior is responsible for providing and paying for their own malpractice and liability insurance, Continuing Education classes, licenses and other permits

## ❖ Termination

- Either party can terminate agreement at any time and for any reason within the first 90 days with 7 days written notice. After 90 days, the agreement can be terminated by either party for any reason and requires 30 days written notice.

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