

PRACTICE ASSOCIATION AGREEMENT CHECKLIST©

(Office Sharing Agreement)

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 have a separate patient base.

1. **Form of Agreement**
 - a. Complete written document/signed/dated

2. **Relationship of Parties**
 - a. Combined practice - one identity to patients
 - b. Separate practice - separate identities to patients

3. **Terms of Agreement**
 - a. Compensation - separate tracking of production/collections
 - b. Benefits - combined/separate (insurance)
 - c. Duties/responsibilities of each party

4. **Taxes**-combined/separate

5. **Expenses** - combined/separate
 - a. Shared (rent, inventory/lab, utilities, telephone, computer, postage, some staff)
 - b. Separate (some staff, insurance, promotional)
 - c. Pay via joint operating account or cut separate checks

6. **Ownership Interest**
 - a. Patient records/computer data - clearly identify and keep separate
 - b. Equipment, supplies, telephone number (consider separate lines)

7. **Income/Production/Collections**
 - a. Mechanics/bookkeeping/records/billings

8. **Management Duties**
 - a. Co-equal as to shared staff
 - b. Separate for separate staff

9. **Liability Considerations**

10. **Insurances**-Malpractice/Office Package/Workers Comp/Overhead/Disability
 - a. Insurance costs/cross-verification
 - c. Indemnification - bilateral

11. **Lease**-both parties named

12. **Termination/Death/Disability/Sale/Option to Purchase/Right of First Refusal**

13. **Covenant Not to Compete** Business and Professions Code Section 16600

14. **Anti-Solicitation Clause**-valid as to separately identified patients