

Employment Agreement for Services of , DDS

This Agreement is between XYZ Community Health Services, Inc., 1025 Straka Terrace, XYZ City, OK 73139 hereinafter called "XYZ", and XXX, hereinafter called "Dentist" made and entered into on this 22 day of February, 2007.

Whereas, Dentist, is a Dentist who is eligible to be duly licensed under the Laws of the State of XYZ and will be engaged in the practice of Dentistry XYZ County, XYZ; and,

Whereas, XYZ is a non-profit Corporation organized under the State of XYZ Articles of Incorporation.

Whereas, XYZ desires to employ Dentist and Dentist desires to accept such Employment subject to the terms and conditions hereinafter set forth.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter Contained, the parties hereby agree as follows:

Article I.

GENERAL PRINCIPALS OF PRACTICE

The Dentist is to provide primary care outpatient and limited inpatient services, within the limits of a duly licensed Dentist within the State of XYZ. The Dentist is responsible for providing Quality Dentistry at the XYZ in accordance with guidelines set forth in this agreement, as well as, current operational policies, procedures and regulations as set by the XYZ Board of Directors. The Dentist is encouraged to associate with local Health and Human Services community groups located within the XYZ service area.

Article II

DENTIST REQUIREMENTS:

- A. The Dentist agrees to provide services to all XYZ patients, regardless of Economic status, race, sex, religion, national origin, handicap or age. In addition, the Dentist agrees to comply with all applicable requirements imposed by governmental authorities and all applicable grant requirements, which may be imposed on the XYZ, which may necessitate the amendment of this agreement. XYZ shall be responsible for communicating in writing by the ED/CEO to the Dentist all applicable government and grant requirements and/or changes.

- B. The Dentist agrees to maintain at all times during the term of this agreement a current valid license to practice medicine in the State of XYZ, and to provide a copy of such license to XYZ. Dentist is required to provide written notification to the ED/CEO within five (5) days of any restrictive action, sanction, or investigation by the state Licensing Board.
- C. The Dentist agrees to maintain at all times during the term of this agreement, current valid controlled substance registration, in good standing, with the U.S. Department of Justice, Drug Enforcement Administration, and further agrees to provide evidence of such registration to XYZ. Dentist is required to provide written notification to the ED/CEO within five (5) days of any restrictive action, sanction, or investigation by the DEA.
- D. Dentist agrees to provide written notification to the ED/CEO within five (5) days of the day of contact regarding the filing of a malpractice suit, the intent to file a malpractice suit, a request for medical records for the purpose of evaluating the possible filing of a malpractice suit, or any other circumstances which might reasonably be expected to result in the filing of a malpractice suit or any other claim against Dentist or XYZ as a result of Dentist's activities.
- E. XYZ will bill for all services provided by the Dentist as the result of providing care to patients at XYZ facility. Dentist will be held harmless for any billing problems, however, Dentist will be responsible for completing accurate billing invoices and maintaining accurate Medical Charts.

Article III

PRACTICE MANAGEMENT AND DENTISTRY DELIVERY POLICIES:

- A. XYZ patients receive basic primary Dentistry services on a Monday through Friday schedule as agreed to in advance with the Executive Officer. The XYZ hours of operation are approved as an official policy by the Board of Directors. After hours and weekend coverage is not a routine service of the XYZ because the support staff is not available and the general medical XYZ is closed.
- B. The Dentist agrees that XYZ will be responsible for the management Of his/her practice for as long as the Agreement is in force. XYZ will provide support services, staff, equipment and supplies as funding allows.
- C. The Dentist agrees to abide by the applicable HMO, managed care, private insurance, and other third party requirements, as well as, the XYZ personnel policies.
- D. Confidentiality of Proprietary Information: Except to the extent required to comply with applicable laws or written orders of the Court or government agency, the Dentist agrees to hold confidential all proprietary and confidential matters related to the practice and the business operations of XYZ.

E. Ownership of Patient Records: The Dentist recognizes and agrees that all case histories, x-ray films, or personal and regular files/notes concerning patients of XYZ including, without limitations, patients consulted, interviewed, treated, and cared for by Dentist during his/her employment by the XYZ shall belong to and remain the property of XYZ. All charts are to be completed by the end of the day of the initial visit and returned to the Medical Records Department within three (3) days. Chart audits may be performed periodically by the Chief Executive Officer, Compliance Officer, Privacy Director or his/her delegate and the Dental Director. All medical records are the property of XYZ and are not to be removed from the facility for any reason.

F. The Dentist must prescribe generic medications where appropriate.

G. Scheduling:

1. Patients are seen by appointment. A walk-in patient will be seen without an appointment if time is available, or if, in the judgment of the Dentist, the problem is urgent.
2. Patient visit categories and fees are established by the XYZ Board of Directors. The Dentist will adhere to these.

H. Referrals:

Referrals of patients to other specialists will be made at the discretion of the Dentist. Where follow-up of the patient is required, a log of referrals will be maintained to assure reports have been received from the consultant. Dentist must observe referral requests as set forth in the HMO and PPO contracts.

I. Laboratory:

Minor laboratory work may be done in the center, the Dentist will be Responsible for monitoring results. All other laboratory work beyond XYZ Scope of coverage will be sent to an outside laboratory. XYZ will bill for all laboratory services.

J. Radiology:

Limited x-rays may be performed at the XYZ, the Dentist will responsible for monitoring the results. All other Radiology work beyond XYZ scope of coverage will be sent to an outside Radiology site. The Dentist will be responsible for monitoring results. XYZ will bill for all Radiology services.

K. OSHA Policies:

Dentist will abide by and enforce OSHA policies and procedures as required.

Article IV

A. **BASE COMPENSATION:** Dentist shall receive \$ _____ annual salary paid in 26 pay periods. It will be the XYZ responsibility to schedule a minimum average of 8-10 visits per day during the Dentist's work day unless

unforeseen, unusual and extraordinary circumstances develop which would be beyond the XYZ control.

B. Fringe Benefits:

As further consideration for the performance of Dentist, XYZ shall provide for Dentist the same benefits as described in the XYZ Personnel Manual and as Determined by the Board of Directors, as well as, any additional benefits That may, from time to time, be made available to employees is subject to Change without notice to Dentist by the Board. Health and Dental Insurance shall be paid by XYZ as with Full time Employment guidelines although employee is working only 32 hours per week.

Annual Leave (PTO): Dentist shall be entitled to a paid vacation in accordance with XYZ PTO policy. Unless prior consent (in writing) is given by XYZ, vacation time may not be accumulated beyond the XYZ vacation policy. Dentist vacation must be scheduled in coordination with XYZ so as to assure full coverage for XYZ patients. PTO in this contract due to reduced hours in clinic is annually 12 days total PTO with no floating holidays. All other aspects of accrual will be followed per the employee handbook.

C. Continuing Education:

Dentist shall be entitled to four (4) days of continuing education per Fiscal Year. CME time will not be carried forward from year to year. Annual Expenses up to \$_____ for such leave shall be reimbursed by the XYZ. XYZ must approve all such leave and expenses prior to the time taken or incurred by Dentist. Upon resignation or termination of said Dentist any unused says set aside for Continued Education and/or monies will be forfeited. If said Dentist leaves XYZ within 120 days or four (4) months after the utilization of Continuing Education days and the allotted expenses monies, Dentist will be required to pay back 50% of the expense monies.

D. Malpractice Insurance:

The Dentist is covered for malpractice claims under the “Federal Tort Claim Act” (FTCA) pursuant to the “Federally Supported Health Centers Act of 1992”. Said Dentist agrees to abide by and cooperate with all provisions of that Act. In the event that the Dentist is not eligible for coverage under FTCA, this contract will not take effect, in the event the Dentist becomes ineligible for FTCA coverage for any reason, this contract may be terminated at the discretion of XYZ.

F. Outside Employment:

It is understood that the Dentist may seek supplemental employment outside of XYZ so long as the activities do not interfere with the job duties, hours, and responsibilities of employment at XYZ. The Dentist will in writing advise the Dental Director and the ED/CEO of any outside employment activities prior to accepting outside employment.

G. Fees and Revenues:

All fees and the revenues generated as a result of the Dentist's services to XYZ patients, whether within or without the XYZ, shall belong to the XYZ unless stated otherwise in this agreement. XYZ will bill for all services rendered by Dentist.

Article V.

RELATIONSHIP BETWEEN XYZ AND DENTIST

A. XYZ and Dentist agree that the Board of Directors of the XYZ, in accordance with all rules and regulations, shall manage the business affairs of the XYZ, and that the relationship between the XYZ and Dentist is that of Employer-Employee only. Dentist shall have no authority to enter into contracts binding upon XYZ or to create any obligations on the part of XYZ, except such as shall be specifically authorized by the Board of Directors or the ED/CEO of the XYZ acting pursuant to authority granted by the said Board of Directors.

Dentist shall have no interest either in the physical assets of the XYZ, including patient records and files, or in the accounts receivables of the XYZ. Dentist recognizes, however, that even though Dentist is practicing as an employee of the XYZ, this relationship shall not be deemed to modify or in any way affect the Dentist-patient relationship or privilege specified by XYZ State Statue or any comparable common law privilege. Dentist shall, in all cases maintain control over the diagnosis and treatment of patients.

B. Policies and Procedures:

Each party agrees to be bound by the policies, standards and regulations which the XYZ has adopted or which the XYZ is subject to, due to its Federal or State funding requirements. Each party recognizes and accepts that these policies are subject to change and may be changed from time to time by the Board of Directors of the XYZ and nothing herein prohibits such changes.

C. Employment:

XYZ hereby employs Dentist, and Dentist hereby accepts employment by XYZ, upon all the terms and conditions as hereinafter set forth.

1. Scope of Agreement:

This agreement shall cover only said Dentist employed by XYZ.

2. Term:

The term of employment under this agreement will be a three (3) year agreement commencing on the 11th day of May, 2007 and shall end on the last day of May, 2010.

Article VI

TERMS OF AGREEMENT AND TERMINATION:

A. Term:

This Agreement shall be annual as set forth in Article V Sub-Section C. 2. It is understood by each party hereto, that this agreement is subject to, and contingent upon, continued funding of XYZ by HRSA.

B. Adoption of Standard Terms and Conditions:

XYZ reserves the right to change in writing the standard terms and conditions for the Dentist "Employment Agreement" upon a thirty (30) day written notice. This agreement will be reviewed on an annual basis commencing two months prior to the ending date of this agreement. It is understood that such changes will be incorporated into all "Employment Agreements" in the effect at the time of the change and such new terms and conditions will supercede all previous agreements..

C. Grounds for Termination:

(1) **Death:** This agreement shall terminate upon the death of Dentist and the XYZ shall, on the last day of the month following the month in which Dentist's death occurs, pay to Dentist's estate, personal representative, heirs or beneficiaries, as the case may be, any unpaid salary plus any unused annual leave earned by Dentist through the last day of the month in which date of death occurs.

(2) **Voluntary Termination:** This agreement may be terminated by either party upon giving a 60 day written notice to the other party.

(3) **Involuntary Termination:** XYZ may immediately terminate the employment of the Dentist by giving Dentist written notice two weeks in advance. XYZ reserves the right to terminate immediately for just cause in the event that the well-being of staff and/or patients is in any way endangered.

D. Additional Grounds for Termination:

1. This agreement may be terminated immediately by XYZ for any of the following reasons:

- a. Failure of the Dentist to maintain current license or current controlled substance registration.
- b. Any misrepresentation of professional credentials, training, or prior practice experience.
- c. failure of the Dentist to comply with any of the terms and conditions of this agreement, or to comply with XYZ policies, procedures or ethical codes of the Dental Association or failure to conduct herself in a way which would or could reflect negatively on the Dentist and/or XYZ.

2. In addition to the above, this agreement may be terminated by XYZ upon giving thirty (30) day written notice to the Dentist for loss or reduction in funding deemed sufficient to warrant termination. Such notice may also be as the result of low Provider Productivity. Either determination will be made by the sole discretion of the Executive Officer, after notifying the Board of Directors.

Article VI

POST TERMINATION CONDITIONS AND AGREEMENTS

A. Entire Agreement:

This agreement constitutes the entire Agreement between the parties hereto and no other prior or contemporaneous oral or written agreement shall be a binding obligation upon the parties hereto. This agreement supersedes all prior arrangements, contracts, and understandings, whether written or otherwise, between the parties relating to the subject matter hereof.

B. Confidentiality of Information and Records:

Upon termination of this Agreement for any reason, the Dentist will continue to hold confidential all proprietary and confidential information with respect to the practice's professional and business operations, and the Dentist will have no claim or further right to the practice's books or records, case histories, reports, memoranda, files, patient lists, accounts receivables, work in process, office locations, telephone numbers or other assets or documents relating to the practice's professional and business operations, regardless of the form of these records or the media used to record this information, including electronic media.

Furthermore, any information relating to the practice which was collected, recorded, analyzed or otherwise obtained or used by the Dentist during the course of her employment with the XYZ shall be construed as exclusively the proprietary property of XYZ and subject to the provisions of this paragraph unless exempted by the expressed written permission from the XYZ Board of Directors or their authorized agent.

C. Solicitation of XYZ patients:

The Dentist expressly agrees not to utilize any XYZ patient records, either XYZ clinical or financial, regardless of how these records were obtained or originated for the purpose of contacting former patients or for any other purposes.

D. Governing Law:

This Agreement shall be interpreted, construed and governed according to the laws of the State of XYZ. Any action of law, suit in equity or other judicial proceeding for the enforcement of this agreement or any provisions thereof shall be instituted only in any court of competent jurisdiction in the County of XYZ.

E. Amendments:

No amendments, variations, modifications or alternatives of the terms and conditions of this Agreement shall be valid unless in writing and signed by all parties.

F. Assignability:

Dentist's rights and obligations under this Agreement are personal and not assignable.

G. Severability:

Any provision of this Agreement prohibited by any rules of law or statutory provision of the State of XYZ or the United States shall be ineffective to the extent of such prohibition without invalidating the remaining provisions herein and shall be deemed modified to conform to such rule of law or statutory provision.

XYZ by Executive Director/CEO

Date

Dentist

Date