

DENTIST EMPLOYMENT AGREEMENT

This Dentist Employment Agreement (the "Agreement") is made as of this ____ day of _____, 20____ (the "Effective Date") by and between _____ ("Practitioner") and _____ ("Employer"), (each, a "Party" and collectively, the "Parties"). The Parties agree and covenant to be bound by the terms set forth in this Agreement as follows:

1. Employment. Employer shall employ Practitioner on a ☐ full time ☐ part time basis under this Agreement. In this capacity, Practitioner shall provide dental services and treatment to patients [and have the following duties and undertake the following responsibilities:]

- _____
- _____
- _____
- _____

Practitioner shall perform such other duties as are customarily performed by other persons in similar positions, including other duties as may arise from time to time and as may be assigned.

2. Performance of Duties. Practitioner shall perform assigned duties and responsibilities in keeping with the highest standards of due diligence as prescribed by the dental profession in the care of the patients in good faith, and to the best of Practitioner's skills, abilities, talents and experience.

3. Term. (Check one)

Practitioner's employment under this Agreement shall begin on _____, 20____ and will terminate on _____, 20____.

Probation Period (Check one)

☐ Practitioner's probation period shall be _____ ☐ month(s) ☐ week(s), starting from the first day of Practitioner's employment. In the event that Practitioner fails to pass the probation period, Employer may terminate this Agreement immediately by giving notice to Practitioner.

☐ There is NOT a probation period for Practitioner.

4. Compensation.

A. Base Salary. As compensation for the services provided by Practitioner under this Agreement, Employer will pay Practitioner \$_____ ☐ per hour ☐ per week ☐ per month ☐ per year. The amount will be paid to Practitioner: (Check one)

- ☐ Once a week on the _____ day of each week.
- ☐ Once a month on the _____ of each month.
- ☐ Twice a month on the _____ of each month.
- ☐ Other: _____.



Employer shall deduct or withhold any and all federal income and social security taxes and state or local taxes as required by law.

B. Overtime. (Check one)

☐ Practitioner shall receive overtime compensation of \$_____/hr for each hour worked: (Check all that apply)

☐ beyond _____ hours in a day

☐ beyond _____ hours in a week

☐ Practitioner shall NOT receive overtime compensation for services performed as a salaried or exempt Practitioner.

C. Additional Compensation. (Check all that apply)

☐ Practitioner shall be entitled to commission on the following basis: _____.

☐ Practitioner shall also be entitled to additional compensation for services rendered under this Agreement on the following basis: _____.

Any additional compensation or bonuses paid to Practitioner shall be paid at the sole discretion of Employer.

5. Expenses. (Check one)

☐ Employer will reimburse Practitioner for the following reasonable out-of-pocket expenses incurred in furthering Employer's businesses, after Practitioner provides an itemized account of expenditures pursuant to Employer policy: (Check all that apply)

☐ Entertainment

☐ Travel

☐ Meals

☐ Mobile phone

☐ Other: _____

☐ Practitioner will NOT be reimbursed for out-of-pocket expenses.

6. Work Location. Practitioner will primarily perform their dental duties at _____, _____, _____ (☐ between the hours of _____ [Work hours] _____ [Days of the week]).

7. Practitioner Benefits. Both parties will comply with Employer policy regarding Practitioner benefits or as required by law.

(A) Paid Time Off. Practitioner shall be entitled to paid time off: (Check one)

☐ in the amount of _____ days per year.

☐ as required by state and local laws.

(B). Sick Leave. (Check one)



- ☐ Practitioner shall be entitled to paid sick leave of up to _____ days per year.
- ☐ Practitioner shall NOT be entitled to paid sick leave.

(C) Personal Leave. (Check one)

- ☐ Practitioner shall be entitled to paid personal leave of up to _____ days per year.
- ☐ Practitioner shall NOT be entitled to paid personal leave.

(D) Other. (Enter any other benefits)

(☐ Please refer to Employer's Practitioner Handbook for more specifics regarding practitioner benefits.)

8. Disability. If Practitioner cannot perform assigned duties because of illness or incapacity for more than _____ days, compensation due during such illness or capacity will be reduced by _____. Full compensation will be reinstated upon Practitioner's return to work.

9. Non-Compete. (INITIAL if you want to include this clause. CROSS OUT if you do not.)

As a condition of employment, Practitioner agrees to execute and be bound by a separate non-compete agreement.

10. Non-Solicit. (INITIAL if you want to include this clause. CROSS OUT if you do not.)

_____ Practitioner agrees and covenants that for a period of _____ months following the termination of this Agreement, Practitioner will not, directly or indirectly, solicit any officer, director or employee, or any customer, client, patient, supplier or vendor of Employer for the purpose of inducing such party to terminate its relationship with Employer in favor of Practitioner or another business directly or indirectly in competition with Employer.

11. Confidentiality.

A. Confidential information. Practitioner agrees to maintain the confidentiality of the information acquired in the course of employment under this Agreement including but not limited to the following:

- a. Patient information, such as but not limited to: names, addresses, medical condition, previous treatment;
- b. Records of such information, such but not limited to contact and log books, x-rays, prescription, medical evaluations;
- c. Financial records of the Employer, such as but not limited to: client list, financial statements, supplier information, pricing strategy;
- d. Any research undertaken by the Employer with potential proprietary value;
- e. Information in digital form containing the abovementioned information.

B. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, Practitioner shall not disclose or use in any manner, directly or indirectly, any confidential and proprietary information either during the term of this Agreement or at any time thereafter, except as required to perform their duties and responsibilities or with Employer's prior written consent.

C. Rights in Confidential and Proprietary Information. All medical records, diagnosis, x-rays, internal strategies in treatment and other confidential and proprietary information disclosed to Practitioner by Employer (i) are and shall remain the sole and exclusive property of Employer, and (ii) are disclosed or permitted to be acquired by Practitioner solely in reliance on Practitioner's agreement



to maintain them in confidence and not to use or disclose them to any other person except in furtherance of Employer's business. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest or title in, to or under the confidential and proprietary information to Practitioner.

D. Access to Records in Case of Continuing Care. In case Practitioner commences a separate practice and a former patient comes under their care without a violation of the non-compete clause, the Practitioner shall be entitled to access to the patient's medical records in possession of the employer, upon a) written request by the Practitioner; b) written waiver by the patient of the confidentiality of said records, and; c) the payment for all the expenses that may be incurred by the Employer in the provision of the said records.

E . Irreparable Harm. Practitioner acknowledges that the use of the confidential information without the consent of the Employer in matters outside the scope of this Agreement will give rise to an injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Employer shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of confidential and proprietary information. Employer shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to damages, both direct and consequential. In any action brought by Employer under this Section, Employer shall be entitled to recover its attorney's fees and costs from Practitioner.

12. Ownership of Work Product. The Parties agree that all work product, information or other materials created and developed by Practitioner in connection with the performance of duties and responsibilities under this Agreement and any resulting intellectual property rights are the sole and exclusive property of Employer.

13. Termination. This Agreement may be terminated immediately by Employer for cause or in the event Practitioner violates any provision of this Agreement including but not limited to the following:

- a. Misconduct in any dental procedure performed on a patient;
- b. Suspension, revocation, expiration, or termination of licenses to practice dentistry;
- c. Violation of policies, procedures, or requirements relating to the practice of dentistry or patient care;
- d. Failure to meet the general, ethical, or professional standards required for the profession of dentistry.

Employer's Termination. In addition, Employer may terminate this Agreement and Practitioner's employment: (Check one)

- ☐ at any time and for any reason in accordance with applicable local, state, and federal labor laws
- ☐ at any time by giving _____ days' notice in writing to Practitioner. During the notice period, Practitioner and Employer agree to continue diligently fulfilling their duties and obligations in good faith with best efforts.

Practitioner's Termination. Practitioner may terminate this Agreement and the employment: (Check one)

- ☐ at any time by giving _____ days' notice in writing to Employer
- ☐ at any time and for any reason in accordance with applicable local, state, and federal labor laws. During the notice period, Practitioner and Employer agree to continue diligently fulfilling their duties and obligations in good faith with best efforts.

Severance (Check one)



☐ If Practitioner's employment is terminated other than for cause, Practitioner shall be entitled to severance in the amount of _____.

☐ Practitioner is NOT entitled to severance.

At the time of termination, Practitioner agrees to return all Employer property, including but not limited to computers, cell-phones, and any other electronic devices. Practitioner shall reimburse Employer for any Employer property lost or damaged in an amount equal to the market price of such property.

The rights and obligations of the Parties set forth in (☐ Non-Compete, ☐ Confidentiality), Ownership of Work Product, Termination and Miscellaneous are intended to survive termination, and will survive termination of this Agreement.

14. Insurance.

☐ For the term of this Agreement, Practitioner shall obtain and maintain professional liability insurance of \$ _____ for each claim, and \$ _____ for all claims in connection with the performance of the dental services under this Agreement.

☐ For the term of this Agreement, Employer shall obtain and maintain for Practitioner professional liability insurance of \$ _____ for each claim, and \$ _____ for all claims in connection with the performance of the dental services under this Agreement.

15. Miscellaneous.

A. Authority to Contract. Employer acknowledges and agrees that Practitioner does not have authority to enter into any binding contracts or commitments for or on behalf of Employer without first obtaining the prior written consent of Employer.

B. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the State of _____ (not including its conflicts of law provisions). Any dispute arising from this Agreement shall be resolved through: (Check one)

☐ Court litigation. The dispute shall be exclusively resolved in the courts of the State of _____.

Attorneys' Fees

☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

☐ Arbitration. The dispute shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

☐ Mediation. The dispute shall be resolved through mediation.

☐ Mediation then arbitration. The dispute shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

C. Entire Agreement and Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings of the Parties. No supplement, modification or amendment of this Agreement will be binding unless executed in writing by both of the Parties.



D. Notices. Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

E. Waiver. Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

F. Further Assurances. At the request of one Party, the other Party shall execute and deliver such other documents and take such other actions as may be reasonably necessary to give effect the terms of this Agreement.

G. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

H. No Assignment. The interests of Practitioner are personal to Practi and cannot be assigned.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first written above.

Practitioner's Signature

Practitioner's Full Name

Employer's Signature

Employer's Full Name

