

DENTIST EMPLOYMENT CONTRACT

DENTIST EMPLOYMENT AGREEMENT

This Dentist Employment Agreement (this "Agreement") is entered into as of (the "Effective Date"), by and between [EMPLOYER NAME], a Corporation at [EMPLOYER S BUSINESS ADDRESS] (the "Employer" or "Practice"), and [EMPLOYEE NAME], a licensed dentist residing at [EMPLOYEE S RESIDENTIAL ADDRESS] (the "Dentist").

Recitals. The Practice operates a dental practice and desires to employ Dentist to provide licensed clinical dental services. Dentist is duly licensed and in good standing and desires to accept such employment on the terms below.

1. Position, License, and Scope of Practice

Position. Employer employs Dentist as [JOB TITLE] to provide General services to patients of the Practice.

Duties. [DUTIES AND RESPONSIBILITIES]

License and credentials. Dentist represents and warrants that Dentist holds active, unrestricted license number [DENTIST S STATE DENTAL LICENSE NUMBER] issued by the State of [STATE], a current DEA registration for controlled-substance prescribing, and a valid NPI. Dentist shall maintain all such credentials in good standing throughout the Term and shall immediately notify Employer of any suspension, restriction, investigation, malpractice claim, or disciplinary action.

Standard of care. Dentist shall practice dentistry in accordance with (i) the standard of care of the profession in the State of [STATE]; (ii) the rules of the [STATE] State Board of Dental Examiners; (iii) the American Dental Association Principles of Ethics and Code of Professional Conduct; and (iv) all applicable federal and state laws, including HIPAA (45 C.F.R. Parts 160, 164), the Anti-Kickback Statute (42 U.S.C. §1320a-7b), and the federal physician self-referral (Stark) law to the extent applicable.

Clinical autonomy. Notwithstanding any administrative oversight by Employer, Dentist retains sole professional judgment regarding the diagnosis and treatment of each patient. No lay owner, manager, or administrator shall interfere with Dentist's independent clinical judgment, consistent with the corporate-practice-of-dentistry doctrine as applied in the State of [STATE].

HIPAA and PHI safeguards. Dentist will handle Protected Health Information (PHI) in the course of providing dental services. Dentist agrees to: (a) comply with the HIPAA Privacy Rule (45 C.F.R. Part 164 Subpart E), Security Rule (Subpart C), and Breach Notification Rule (Subpart D); (b) complete annual HIPAA training; (c) access PHI only as necessary for treatment, payment, or health-care operations; (d)

report any suspected privacy or security incident immediately; and (e) execute a Business Associate Agreement if acting in a BA capacity for any third party. All PHI remains subject to the Practice's Notice of Privacy Practices.

Work location. Dentist shall practice at the Practice's clinical facilities, primarily in [STATE].

Expected schedule. Approximately 40 clinical hours per week.

2. At-Will Employment

At-will. Dentist's employment is at-will, subject to the notice, severance, malpractice-coverage, and credentialing provisions of this Agreement, and subject to applicable dental-practice-act protections and anti-discrimination laws.

3. Compensation

Base salary. \$0.00 annually, paid Biweekly.

Production-based compensation. In addition to any base compensation stated above, Dentist shall receive **30% of net collections** attributable to dental services personally performed by Dentist, calculated monthly and paid on the regular payroll cycle following collection. "Net collections" means gross fees collected from patients, insurers, and government payors, less refunds, write-offs, lab fees, and uncollectible accounts attributable to Dentist's services. A monthly production statement shall be provided to Dentist, who may inspect underlying records on reasonable notice.

No fee-splitting. Compensation is structured to comply with state fee-splitting prohibitions and the federal Anti-Kickback Statute. No portion of Dentist's compensation is based on referrals to third parties.

FLSA exempt (professional exemption, 29 C.F.R. §541.304).

4. Professional Liability Insurance

Malpractice coverage. Throughout the Term, professional liability (dental malpractice) insurance of at least \$1,000,000 per occurrence / \$3,000,000 aggregate shall be maintained, with premiums paid by **Employer**.

Tail coverage. Dentist shall be responsible for purchasing tail coverage on any claims-made policy upon termination.

5. Benefits

Dentist shall be eligible to participate in plans offered to Practice employees:

- Health, dental, vision;

- PTO: 15 days/year;
- Retirement plan;
- Continuing education / CE allowance as mutually agreed;
- Reimbursement of license, DEA, and professional-society dues.

6. Patient Records

Ownership. All patient records, radiographs, digital scans, treatment plans, and related clinical data are the property of Employer as custodian, subject to patient-access rights under HIPAA and applicable state dental-record-retention laws (typically 5–10 years). Dentist shall not remove, copy, or destroy patient records except as authorized in writing.

Access post-termination. Upon termination, Dentist shall have reasonable access to records of patients personally treated by Dentist, subject to HIPAA and patient consent, for continuity-of-care, defense of malpractice claims, or responding to licensing investigations.

7. Confidentiality and IP

Confidentiality of practice information with **DTSA §1833(b) immunity notice**. Clinical-quality reporting and PHI reporting to regulators are expressly protected. **IP assignment** of practice-related Work Product.

8. Restrictive Covenants

Patient non-solicitation. For the duration of any non-solicitation period below, Dentist shall not initiate contact with Employer's patients to solicit their transfer to a competing practice; provided, however, any patient who independently and without solicitation requests treatment from Dentist shall not be deemed a breach.

Non-solicitation of employees, contractors, and patients for 12 months.

9. Termination

Cause. Employer may terminate for Cause: (a) loss, suspension, or restriction of Dentist's dental license, DEA, or NPI; (b) exclusion from Medicare/Medicaid; (c) material breach of professional-standards or HIPAA; (d) conviction of or plea to a felony or crime of moral turpitude; (e) fraud, patient-safety violation, or gross misconduct; (f) material breach of this Agreement uncured in 30 days.

Termination without cause. Either Party may terminate without cause on **14 days'** written notice.

Return of property. On termination, Dentist shall return all Practice property, credentials, and Confidential Information. Malpractice tail-coverage obligations above continue to apply.

10. Dispute Resolution

Governing law: [STATE]. Venue [VENUE CITY].

11. Compliance

EEO.

12. General

Entire agreement; written amendments; severability; Employer may assign to a successor practice subject to Dentist's right to decline an assignment to a materially different ownership structure; counterparts; ESIGN/UETA; Sections 4, 6, 7, 8, 9, 10, 12 survive.

Signatures

Employer

PRINTED NAME

SIGNATURE

DATE

Dentist

PRINTED NAME

SIGNATURE

DATE