

DENTIST EMPLOYMENT AGREEMENT

DATED: _____

PARTIES: _____ (“Dentist” or “Employee”) and _____, a _____ professional limited liability company (“Employer”), currently located at _____ (the “Practice Site”).

It is agreed that:

1 At-Will Employment. Employer employs Dentist to provide professional dental services to patients of Employer. The term of Dentist’s employment under this agreement shall commence on or about _____, 2018 and shall continue for an indefinite term until terminated by either party (the “Agreement”). The Employee is employed on an “at-will” basis and the Employer or the Employee may terminate this Agreement without cause on **30-days** written notice to the other party. In the event of such termination there will be no further obligations to the other party, other than for payment to the Employee of wages and benefits accrued to the date of such termination.

2 Compensation and Benefits.

2.1 Compensation: The Employee’s compensation shall be the equivalent of **28.5%** of the months Net services (Net services=gross services-adjustments per Employers normal accounting practices). (e.g. \$40,000.00 X .285 = \$11,400.00). Net services production attributable to the Employee as calculated by Employer shall include 28.5% of net revenues for dental hygiene EXAMS ONLY (not xrays or prophylaxis cleaning conducted by the hygienist) for dental clients served by the Employee during the relevant month’s salary period. Compensation and all Benefits shall be calculated and paid by Employer in accordance with Employer’s payroll calculations, procedures and practices on Employer’s normal payroll or other payment dates for Dentist, as such payroll calculations, procedures, practices, and dates may be modified from time to time by Employer. Except as otherwise provided by law, all amounts payable to Dentist pursuant to this Agreement shall be subject to all required and/or authorized payroll withholdings, including, but not limited to, state, federal and local income and employment taxes.

2.2 For purposes of these sections 2.1, the income or expenses to be included in and the mathematical formula for calculating the relevant month’s salary period Net services production attributable to the Employee shall be determined in the sole discretion of the Employer from time to time and shall not carry-over from one month to another. Employer reserves the right to at any time during the Dentist’s employment to change or increase Dentist’s salary or Benefits.

2.3 Benefits: Commencing _____, 2018 Employer shall also pay: premium for professional liability insurance, lab fees (as long as fees are same or lower for the lab Employer uses; e.g., Employer pays \$99 for a PFM including model work), 401k (Office funds the plan 3% of your salary, no need for you to match) starts during first open enrollment period following start date, \$5,000 annual CE allowance, license renewal, monthly cell phone. Additional benefits may be available and/or agreed upon from time to time through the Employer to be paid for by Employer or Dentist such as disability insurance, accident insurance, life insurance, etc. Employer will not pay for membership in any dental associations or organizations (Example= ADA).

3 Miscellaneous Terms

3.1 Employment. Dentist is employed by Employer to provide dental services to patients of Employer. Dentist agrees to devote Dentist’s best efforts to performance of Dentist’s duties under this

Agreement.

3.2 Schedule. Employer and Dentist shall mutually determine Dentist's work schedule. Some after hours will be expected (Mornings, evenings, Saturdays), including on-call hours. In the event mutual agreement on scheduling is not reached, Employer shall determine Dentist's work location and schedule.

3.3 Standards of Practice. At all times, Dentist shall act in accordance with applicable standards of practice and ethical standards of the dental profession, and shall abide by all protocols of treatment and quality of care policies established from time to time by Employer. Dentist acknowledges and agrees to comply with the requirements of all applicable federal, state and local statutes, laws and ordinances including, but not limited to, laws prohibiting discrimination or harassment of any kind or nature.

3.4 Emergency Services. Dentist shall be reasonably available from time to time to provide professional dental services to patients of Employer or any of Employer's subsidiaries or affiliates and related companies in the Lincoln Nebraska area who have an urgent need for dental services at times when Employer offices are closed.

3.5 Exclusivity. Dentist shall not render professional dental services during the term of this Agreement other than to patients of Employer or any of Employer's subsidiaries or affiliates and related companies in the Lincoln Nebraska area, except to Dentist's family.

3.6 Appearance. Dentist shall maintain a professional appearance during office hours at Employer offices in accordance with the policies established by Employer from time to time.

3.7 Licensure and Qualifications. Dentist shall, at all times during the term of this Agreement, pay for and maintain licensure in good standing as a dentist in the State, including compliance with all applicable continuing education requirements,

3.8 Non-Compete and Non-Solicitation.

3.8.1 Employee acknowledges and agrees that an agreement not to compete with Employer is reasonable and necessary because Employee will have substantial personal contact with patients of Employer. Employee may also have substantial personal contact with patients of Employer's subsidiaries or affiliates and related companies.

3.8.2 During the term of this Agreement, Employee shall not provide care to any patients of Employer or direct such patients to other family health care providers except in furtherance of the best interests of Employer. Employee further covenants and agrees that Employee will not, for a period of one (1) year after leaving Employer (for whatever reason and whether by action of Employee or Employer), initiate any professional contact with, solicit professional business from, or provide professional services to patients whom Employee actually treated and had personal contact while employed by Employer or while assigned to provide dental services to any of Employer's subsidiaries or affiliates and related companies.

3.8.3 During the term of this Agreement, and for a period of one (1) year after leaving Employer (for whatever reason and whether by action of Employee or Employer), Employee shall not cause or encourage any employee of Employer or any of Employer's subsidiaries or affiliates and related companies where Employee provided dental services during the term of this Agreement except in furtherance of the best interests of Employer and with the written consent of Employer.

3.8.4 Employee understands and agrees that the provisions herein are reasonable and may be enforced by Employer seeking injunctive relief, and that the terms of this paragraph shall survive the termination of this agreement.

3.9 Amendment. This Agreement may not be amended other than in a writing signed by both parties.

3.10 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and enforceable.

3.12 Assignability. This Agreement shall be personal to Dentist and may not be assigned by Dentist. Subject to this limitation, this Agreement shall be binding on the parties and their respective successors and assigns.

3.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

3.14 Notice. Any notice under this Agreement shall be given in writing. Notice to Dentist shall be deemed given when personally delivered or three days after deposit in the United States mail, postage prepaid, as certified or registered mail, return receipt requested, to the address shown on the signature page of this Agreement, or to Dentist's current address as shown in the records of Employer. Notice to Employer shall be deemed given when actually received at its then-current office of the President of Employer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

EMPLOYER

DENTIST

_____, a State professional
limited liability company

By: _____
Authorized Officer

_____, DDS