



ASSOCIATE EMPLOYMENT AGREEMENT

Version 01.26.2023

This Associate Employment Agreement ("Agreement") is made and entered into, and effective <Effective Date>, by and between <Open and Affordable Dental at Somewhere PLLC> ("Employer") having its principal place of business at <Dental Office Address> and <Associate Dentist Name> (the "Associate").

For this contract, Associateship means working as the only doctor in the practice at one time. Mentorship means working with an owner doctor at the same time in a practice.

RECITALS

Associate is licensed without restrictions to practice general dentistry in the State of <State>. Employer wishes to employ Associate to render general dentistry services to its patients, and Associate wishes to accept such employment upon the terms and subject to the conditions set forth herein. Now, Therefore, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and conferred, the parties hereto hereby agree as follows:

1. Employment. Employer hereby employs Associate to perform general dentistry services for its patients and Associate hereby agrees to perform such services upon the terms and conditions hereinafter set forth.
2. Term. The term ("Term") of this Agreement shall commence on <Effective Date> (the "Effective Date"). The Agreement shall be effective during the employment of the Associate.
3. Scope & Purpose.
 - 3.1. This contract between <Open and Affordable Dental at Somewhere PLLC> and Associate, is being made to allow Associate to participate in the private practice of dentistry.
 - 3.2. The Associate shall receive certain benefits provided by the Employer to develop skills, knowledge, market share, funding, income, and experience.
 - 3.3. In addition to providing services as a dentist, Associate shall further be involved in the management of the dental practice and also of the professional staff of the Employer as more fully set forth below. Said management duties are agreed by the Parties to be a material part of this Agreement.
4. Duties. Associate is employed to actively practice general dentistry on behalf of Employer. Associate faithfully agrees to provide Associate's services in a good, professional and workmanlike manner, to conduct business in such a way as shall serve the best interests of Employer and the patients of Employer and to perform all work in

accordance with customary and professional rules of ethics and conduct, to abide by all rules and regulations of the <State> State Board of Dental Examiners and to comply with any other laws of <State> regulating or pertaining to the practice of dentistry. The Associate recognizes that professional regulatory and advisory groups and bodies may from time to time establish ethical standards and requirements with regard to the practice of dentistry by persons licensed to practice dentistry in the State of <State>. All restrictions contained in this Agreement with respect to the duties and obligations of the Associate shall be subject to said standards and requirements. Further, the Associate agrees to comply in all respects with presently existing written office rules and procedures of the Employer and those that may be established, in writing, in the future by, or for the benefit of the Employer.

- 4.1. Associate agrees to devote Associate's time, energy and skill to the performance of the professional services in which the Employer is engaged. Associate is an exempt employee and is not entitled to overtime payments under state or federal laws. In addition to the performance of clinical duties, the Associate shall undertake such additional duties and responsibilities as shall be reasonably directed by the Employer from time to time. The Associate will be expected to expend a reasonable number of hours per week during working hours in administrative and public relations duties in support of practice management and promotion objectives. The Associate shall be responsible for sharing the treatment of emergency cases and sharing "on call" duties with other licensed dentists employed by the Employer, except for those times when the Associate is on vacation or is not available. Since most offices are open for 72 hours a week and there are adjacent practices that can take emergencies, on-call duties are usually 2 Sundays per month corresponding to the 2 Saturdays Associate works. Initially, it is expected that the Associate will work three days a week; however, this schedule may be revised by a joint agreement of the parties. The Associate is required to work a minimum of 36 clinical hours per week. Associate is required to work a minimum of two Saturdays per month with start times of 7:30 am and end times of 7:30 pm.
- 4.2. Associate will attend all meetings and will be involved in all management decisions of the Practice.
- 4.3. Associate will be specifically responsible for the direction of the staff, hygienists, and dental assistant(s) assigned to Associate. The Associate will be responsible to find alternative staff if their assigned staff is absent. Since most offices have 2 crews it is customary to request coverage from other staff members who work in the same office. Occasionally it may be necessary to request staff from adjacent offices.
- 4.4. Associate will be expected to perform the periodic oral exams on the practice hygiene patients and shall be paid on the exam portion of the fee only.
- 4.5. The Practice will develop patients from the new patient sources. It is the Associate's responsibility to actively assist in securing new patients, through internal marketing efforts; requesting referrals from all new patients. Part of the new patient introduction is asking patients if they have a good experience, you would love to see their friends and family. The associate will provide professional personal pictures to use for external marketing efforts.
- 4.6. Associate shall devote all such reasonable hours as may be required in furtherance of Employer business and agrees to comply with all reasonable policies, standards and regulations of Employer now or hereafter promulgated.
- 4.7. The Employer shall have the exclusive authority to set and determine professional fees and any discounts. Associate agrees that all fees received or collected as a result of professional services rendered by

Associate shall be the property of the Employer. Associate acknowledges that this Agreement does not confer upon Associate any ownership interest in or personal claim upon any fees charged by Employer for Associate's services. Any free, reduced fee, or barter arrangement to be provided by the Associate must receive the approval of the Employer prior to the performance of the related service. The Associate shall charge fees and collect payment in accordance with the fee schedule and procedures adopted by the Practice.

- 4.8. In addition, Associate shall keep and maintain such records, reports, memoranda, files, case histories, x-rays, correspondence and other documentation ("Records") as may be necessary or appropriate to document all professional services rendered by Associate to patients of Employer. All of such Records shall belong to the Employer, and the Associate hereby assigns the said Records to Employer.
- 4.9. Associate shall devote time in collecting patient balances including co-pays, payment plans, and insurance payments.
- 4.10. Nothing in this Agreement is intended to interfere, or shall be construed as interfering in any way with Associate's ability to independently exercise professional and ethical judgment in the performance of Associate's patient care responsibilities.
- 4.11. Associate agrees to provide dental services to Open and Affordable Dental employees as dictated by the Open and Affordable Dental Employee Manual. These services will be provided at no cost to the employee, their legal spouse, children, and parents. Any lab fee associated with the dental service will be paid by the employee or their family. All employees must be employed for 60 days before their employee dental benefit is effective.

5. Compensation and Benefits.

5.1. Salary:

Associateship:

The Associate shall be paid as a practice employee. During the first three months of full time employment the Associate will be guaranteed a base rate of \$65 per hour. The Associate will utilize the time clock to track hours during the first three months of employment. The employee will also be entitled to earn the greater of their base or the following collections percentage calculated on a monthly basis during their first three months of employment. After the first three months of employment, the Associate will not be paid the base and will not utilize the time clock. The Associate will receive compensation based on the following monthly collection amounts:

Mentorship:

The Associate shall be paid as a practice employee. During the employment, the Associate will be guaranteed a base rate of \$55 per hour. If the associate is working alone in the practice without the supervising doctor, the base rate will be \$65 per hour. The Associate will utilize the time clock to track hours during employment. The employee will also be entitled to earn the greater of their base or the following collections percentage calculated on a monthly basis during

their employment. The Associate will receive compensation based on the following monthly collection amounts:

\$0	-	\$30,000	30% of collections below \$30,000
\$30,000	-	\$60,000	33% of collections above \$30,000 and below \$60,000
\$60,000	-	Above	36% of collections above \$60,000

minus laboratory fees, which have been performed and completed by Associate, reduced by any professional or other discounts which might be granted by the Associate or the corporation. For example, if a crown is priced at \$700 and all fees are collected and the lab fee for the crown is \$100 then the total payout to the Associate shall be $\$700 - \$100 = \$600 \times .3 = \180 . All procedures directly associated with the Associate will be credited to the Associate including periodic exams, discount plans, and x-rays ordered by the Associate. Those procedures not associated with the Associate include hygiene cleanings, x-rays performed by the hygienist, sealants placed by the hygienist, fluoride placed by the hygienist, and scaling and root planings performed by the hygienist. The Associate is required to work a minimum of 36 clinical hours per week. The Associate is required to work a minimum of two Saturdays per month with start times of 7:30 am and end times of 7:30 pm. <Open and Affordable Dental at Somewhere PLLC> and Associate are jointly responsible for collecting all fees and other income owed to the Employer for services rendered by Associate. The Associate is required to review monthly Accounts Receivable and assist the owner doctor in administration functions. All compensation is based on a prorated monthly amount. If the associate leaves during the month, all compensation is calculated as of the last date of employment. There will be no Accounts Receivable payments due to Associate for monies collected after the Associate's last day of employment. All monies collected in the office and during business hours are required to be counted as collections and entered into the patient management system. The Associate will have access to the Collections Reconciliation Report, itemized patient refunds for the Associate, and laboratory fees used in the calculation of compensation. The access to the Collection Reconciliation Report, itemized patient refunds, and laboratory fees will be available to the Associate up to one business day after the last day of the Associate's employment.

5.2. Supplies and Equipment. Employer shall include the following:

5.2.1. Adequate dental equipment and instrumentation

5.2.2. Fixtures, furnishings and equipment for reasonable operation of a Dental Practice.

5.2.3. Staffing as agreed to by the Employer and the Associate.

5.2.4. Dental supplies, facilities, stationery, business cards, practice promotion and laboratory services as are adequate, in Employer sole judgment, for the performance of Associate's duties under this Agreement.

5.2.5. Any special or non-standard instruments or supplies that Associate requests, will be ordered in Associate's own name and paid for by Associate unless such items are approved by Employer prior to ordering, and in such case, the cost for same shall be paid by Employer.

6. Obligations and Expenses of Associate. During the term of this Agreement, Associate shall provide and pay for, at Associate's own expense;

- 6.1. Professional Liability Insurance. The associate shall carry and pay for professional liability insurance. Associate shall indemnify and hold harmless Employer for any and all damages and expenses for which Employer may become liable as a result of any alleged act of negligence or professional malpractice on the part of Associate to the extent such damages and expenses are not paid or reimbursed under a policy of insurance carried by Associate. Associate shall, at the request of Employer, furnish Employer with a copy of the liability insurance policy and shall maintain coverage of at least \$1,000,000 per occurrence, with a cumulative coverage of \$3,000,000. The policy shall also have a rider protecting the Employer as an additional insured.
- 6.2. Licenses, Certifications, Inoculations & Like. At all times during Associate's Employment, Associate shall maintain active licenses and certifications with the State Dental Association and other authorities for licensure, prescription dispensing, sedation administering, radiography and any other required authorization. In addition, the Associate is required to maintain up to date inoculations for Hepatitis and others as is normal and customary to the dental professional.
- 6.3. Continuing Education. Associate is also required to complete the minimum number of hours of Continuing Education for licensure purposes in a timely fashion. The Associate pays for the costs for Continuing Education courses, unless prior approval for costs are approved by the Employer.
- 6.4. Training.
- Associateship:
- It is imperative the Associate gain the experience needed to identify dental issues and be able to communicate those issues with the correct urgency to the patient. The Associate must obtain the clinical, administrative, and interpersonal knowledge to run a successful office. To this end Associate is required to complete 72 hours of shadowing with an Open and Affordable Dental and Braces owner doctor prior to beginning their employment at Employer. It is also required the Associate complete 12 hours per month of shadowing of an Open and Affordable Dental and Braces owner doctor until Associate obtains production of \$1,000 per new patient per month. Upon reaching the production goal, there will be no further shadowing requirements. The Employer will provide \$2,076.48 compensation (\$14.42/hour x 12 hours x 12 months = \$2,076.48) after completing the initial 72 pre-clinic shadowing requirements to the Associate as compensation for shadowing.
- Mentorship:
- It is imperative the Associate gain the experience needed to identify dental issues and be able to communicate those issues with the correct urgency to the patient. The Associate must obtain the clinical, administrative, and interpersonal knowledge to run a successful office. To this end Associate is required to complete the new doctor training modules with an Open and Affordable Dental and Braces owner doctor within their first 60 days of employment at Employer.
- 6.5. Miscellaneous. Unless otherwise agreed to by Employer Associate shall also bear the cost for the following:
- 6.5.1. Lab charges attributable to Associate's work on Associate's family members.

6.5.2. All health insurance, disability coverage, and life insurance premiums for Associate and Associate's family.

6.5.3. Transportation costs.

7. Covenants. As a consequence of Associate's employment by Employer, Associate will receive valuable specialized confidential information and knowledge concerning the operation of the Employer Practice, including, without limitation, information regarding the promotional, operational, sales and marketing methods of Employer, as well as knowledge concerning and access to the referral sources, patients and Associates of Employer ("Confidential Information"). Associate recognizes that the legitimate interests of Employer in this Confidential Information must be protected and that this Confidential Information must be carefully controlled so as to prevent disclosure to unauthorized persons who might use the Confidential Information to the detriment of or in competition with Employer. Consequently, Associate agrees to the following:

- 7.1. Associate is entitled to general access to the business records of the Practice. The Associate shall have access to the business records to the extent necessary to verify compensation due from the Practice under the formula set forth in this Agreement should a dispute arise with regard thereto.
- 7.2. Non Disclosure of Confidential Information. During the term of this Agreement, Associate shall not divulge or disclose to any person, corporation, partnership, firm, entity or association or use, except in the performance of Associate's duties hereunder, any Confidential Information of Employer. Further, upon the termination or expiration of this Agreement for any reason, Associate agrees that Associate will continue to treat all Confidential Information as private and privileged and will not release any Confidential Information to any person, corporation, partnership, firm, entity or association or use any such Confidential Information except upon direct written authority of Employer or as may be required by applicable law.
- 7.3. Exclusivity. During the term of this agreement associate will not engage in the practice of dentistry for anyone other than Employer within a <Non-Competition miles> mile radius of the Practice, unless otherwise authorized by the Practice.
- 7.4. Non-Competition. During the term of this agreement associate will engage in the practice of dentistry solely as an employee of the Practice unless otherwise authorized by the Practice, and for a period of two (2) years following the termination or expiration of this Agreement (the "Termination Date") for any reason, Associate shall not, directly or indirectly, as a stockholder, partner, officer, consultant, Associate or otherwise:
 - 7.4.1. Engage in any business that competes with the Practice of Employer within a radius of <Non-Competition miles> miles from the Premises (for purposes of this Agreement a "business that competes" refers to the physical location of the practice and not the location of the residence of any particular patient). Business that competes does not include other Open and Affordable Dental practices. The Associate is permitted to practice at another Open and Affordable Dental practice without violating the Non-Competition clause.
 - 7.4.2. Purposefully interfere or attempt to interfere with any of Employer' business relationships or advantages then existing and in effect;

- 7.4.3. Solicit directly for employment for himself or for another, any of the employees of Employer employed by Employer as of the Termination Date or within six (6) months prior thereto;
 - 7.4.4. Use Employer internal business or operations data or information in a damaging or derogatory manner that would potentially hinder the Employer relationship with its patients;
 - 7.4.5. Purposefully interfere with the relationship between Employer and any of its patients or referral sources or solicit or treat any patient of Employer. Notwithstanding the above, Associate shall be allowed to retain the records of and solicit those patients who have been referred by Associate's personal contacts including family and friends to receive treatment specifically from Associate (called "Associate's Referred Patients").
- 7.5. Ethics. The Associate agrees to treat staff, patients, and insurance companies according to the highest ethical and legal standards. This includes the following:
- 7.5.1. Ensuring procedural Dates of Services match the actual dates of service. Dates of service for prosthetic delivery should be within the same benefit year, e.g. sending claim date of service for crowns and dentures in the same benefit year the crown or denture is delivered not started.
 - 7.5.2. Charging contracted insurance fees for covered services that are not paid by insurance because of maximums, frequencies, and waiting periods.
 - 7.5.3. Charging up to but not exceeding the standard fees for non-covered services for patients with insurance.
- 7.6. Enforcement. Associate acknowledges and agrees that the foregoing restrictions are reasonable in all respects and are essential to the protection of Employer patient and Associate relationships. To the extent a court of competent jurisdiction deems any of the foregoing provisions unreasonable either as to duration, geographic scope, or effect, such provisions shall be deemed revised as to the reasonable duration, geographic scope or effect contemplated by the court. Associate further agrees that in the event of a breach by Associate of any term or condition of Paragraph 8, the Employer shall be entitled to institute proceedings, whether at law or in equity, against Associate to obtain damages for any such breach and/or to enjoin Associate from violation thereof during the relevant period, without the posting of any bond in connection with such proceeding. Due to the difficulty of ascertaining with any reasonable certainty the damages that might be suffered by Employer, Associate and Employer agree that in the event Associate solicits or treats any of Employer's patients in breach of these covenants, Associate shall pay to Employer liquidated damages in the amount of one thousand dollars (\$1,000.00) for each patient who is solicited or treated by Associate. And in the event Associate solicits any of Employer's referral sources in breach of these covenants, Associate shall pay to Employer liquidated damages in the amount of ten thousand dollars (\$10,000.00) for each referral source who is solicited by Associate. Associate and Employer agree that because of the nature of Employer's dental practice, the expenses incurred by Employer in developing, obtaining and maintaining patients and the projected historical income from an active patient, the above amount of liquidated damages is a reasonable estimate of the presumed actual damages if Associate violates these covenants and shall not be construed as a penalty.

Additionally, Associate agrees that in the event Associate competes within the <Non-Competition miles> mile radius, in addition to injunctive relief, Associate agrees to pay Employer an amount equal to the total

Salary paid to Associate for the six months prior to termination of this Agreement, as liquidated damages and not as a penalty.

7.7. Reasonableness and Independence of Restrictions. Associate agrees that the above covenants are reasonable with respect to duration, geographical area and proscription and has had the opportunity to review the covenants with legal counsel. Associate acknowledges that the above covenants will not prohibit Associate from practicing dentistry outside the covenant area. Associate further agrees that all the covenants Associate has made above shall be construed as an agreement independent of any other provision of this Agreement. All covenants shall survive the termination of this Agreement. The existence of any claim or cause of action of Associate against Employer, whether or not predicated upon the terms of this Agreement, shall not constitute a defense to the enforcement by Employer of these covenants.

8. Patient Records.

8.1. Maintenance. Custodial rights of patient records shall be consistent with the <State> Dental Practice Act and all rules and regulations promulgated by the <State> State Board of Dental Examine, as amended. The Associate shall maintain complete and accurate clinical records for all treatment provided. The Employer shall maintain the records created by Associate until any applicable statute of limitations has expired.

8.2. Employer's Exclusive Property. All records of patients of Employer, including, without limitation, x-rays, accounts, ledger cards, laboratory reports, recall cards and programs, computer records and programs and any other pertinent information concerning patients of Employer, whether or not the patients were actually treated by Associate or the records prepared by Associate, are considered Employer's trade secrets pursuant to <State> law and shall remain the exclusive property of Employer and Associate shall have no property rights in said property except for the records of Associate's Referred Patients. Associate agrees not to take any action that would directly or indirectly damage or impair Employer's rights, title and interest in and to any patient records. Associate agrees not to accept or otherwise acquire to his possession any copy of said records or other confidential patient information of Employer including, by way of example and not limitation, patient lists, except with Employer's written consent.

8.3. Access. The Associate shall have full access to and use of the patient records during the term of this Agreement for any and all business purposes related to the performance of Associate's duties. After termination of this Agreement, Associate shall have access to the patient records for the defense of any malpractice claim or grievance filed against Associate. Access to these records will be limited to the records pertaining to the claim or grievance filed against the Associate. The costs of any reproductions shall be paid solely by the Associate. Under no circumstance shall the Associate remove or copy any patient list, clinical or financial record without the express written consent of the Employer.

9. Termination.

9.1. Either party hereto may voluntarily terminate this Agreement at any time upon sixty (60) days prior written notice to the other party. In the event that a minimum of 60 day's written notice is not provided, the terminating party shall pay the amount of Five Thousand Dollars, (\$5,000.00) to the other party.

9.2. This Agreement shall automatically terminate and the employment relationship between the Associate and the Employer shall be deemed immediately severed, without notice, upon the death or permanent

disability of the Associate. As used herein, the term "permanent disability" as that term is defined in the policy of disability covering the Practice.

- 9.3. Additionally, at any time during the term of this Agreement, this Agreement may be terminated for Cause by Employer at the Employer's discretion, immediately upon notice to the Associate delivered in accordance with the provisions of this Agreement and specifying the cause for, and effective date of termination. In an event of termination for Cause, Associate shall be paid to the date of notice, no future compensation shall be forthcoming, and no penalty shall be assessed or due. As used herein, the term "Cause" shall mean:
- 9.3.1. Associate's right to practice dentistry in the State of <State> is suspended, revoked or canceled.
 - 9.3.2. Associate is found guilty of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of Associate, or Associate's conduct is shown to discredit Employer or to be detrimental to the reputation, character and standing of the Employer.
 - 9.3.3. The imposition of any restrictions or limitations by any governmental authority having jurisdiction to such an extent that Associate cannot engage in the practice for which Associate was employed.
 - 9.3.4. Associate materially fails or refuses to adhere to the provisions of this Agreement, or fails or refuses to faithfully and diligently perform the usual, customary duties of Associate's employment in compliance with the reasonable policies, standards and regulations of Employer which from time to time may be established, which failure or refusal shall remain uncorrected for thirty (30) days following receipt by Associate of written notice from Employer which specifies with reasonable particularity the facts and circumstances surrounding such failure or refusal.
 - 9.3.5. Associate's conviction of any felony or theft from the practice.
 - 9.3.6. The Associate is unable to obtain or maintain professional liability insurance.
 - 9.3.7. Associate engages in a continuing pattern of harassment after being confronted by Employer with respect to such conduct.
 - 9.3.8. Any other repeated conduct or actions by the Associate that adversely affects the Employer's business, finances or reputation.
- 9.4. This Agreement may be terminated immediately at Associate's option in the event of a material breach any of the terms and conditions of this Agreement by Employer or, in the event of any of the following by Employer:
- 9.4.1. Employer's owner(s) commits professional misconduct or is disciplined by the <State> Dental Board of Dental Examiners.
 - 9.4.2. Any other reasonable or justifiable cause that will impact the reputation and goodwill of the Associate as could be determined by a mutually acceptable impartial third party.

The Associate shall be paid to the date of notice, no future compensation shall be forthcoming, and no penalty shall be assessed or due.

10. Notices. Any notice required or permitted hereunder shall be in writing and shall be deemed to be delivered either (1) upon personal delivery to the party to whom such notice is intended, addressed to the respective party at such party's address set forth below, or at such other address as may be subsequently designation by such part in writing to the other party hereto and delivered in accordance with this Paragraph.
11. Applicable Law. This Agreement shall be construed under and in accordance with the internal laws of the State of <State>. Exclusive venue and jurisdiction for any action arising hereunder or in connection herewith shall be in any state or federal court located in <County> County, <State>.
12. Binding Effect. This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.
13. Severability. In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalid, illegal or unenforceable provision shall be severed from this Agreement and shall not affect any other provision herein and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
14. Prior Agreements Superseded. This Agreement supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement. This Agreement contains the entire understanding of the parties and may not be changed, amended or supplemented except by written agreement duly executed by the parties hereto.
15. Attorney's Fees. The prevailing party in any cause of action brought hereunder, pursuant hereto or in connection herewith, including without limitation any action for declaratory or equitable relief, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, expenses and costs of suit incurred by the prevailing party in such action.
16. Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
17. Headings. The headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.
18. Ambiguities. In the event it shall be determined that there in any ambiguity contained herein, said ambiguity shall not be construed against either party hereto as a result of such party's preparation of this Agreement, but shall be entered in favor or against either of the parties hereto in light of all the facts, circumstances and intentions of the parties at the time this Agreement comes into effect.
19. Other Instruments. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

20. Assignability. This Agreement is not assignable or delegable by Associate without Employer's prior written consent. However, it is acknowledged and agreed by Associate that Employer may assign its rights hereunder,
21. Relationship of Parties. The relationship of the parties created by this Agreement is solely that of an employer and employee. However, Associate may be given the right to purchase an ownership interest in Employer after Associate achieves the following 4 goals:
- 21.1. \$1,000 production per new patient per month.
 - 21.2. In-depth knowledge and demonstration of ability to perform all administration of a dental office including but not limited to hiring, firing, accounting, and clinical excellence.
 - 21.3. Average daily production measured within 20% of the other doctor in the same office over a 3-month period.
 - 21.4. Achieving personal average overhead of 50% over a 3-month period.
 - 21.5. Collection to production percentage greater than 90% over a 3 month period.

In the event Associate is granted the option to purchase an ownership interest, Associate agrees that Associate must maintain ongoing adherence to the Open and Affordable Dental Operations Manual and adherence to the Open and Affordable Dental Franchise Agreement, which includes the following requirements:

- 21.5.1. An amount equal to four percent (4%) of Employer's monthly collections shall be paid to Open and Affordable Dental LLC Management Company.
- 21.5.2. Clinical availability of 7:30 am to 7:30 pm Monday through Saturday throughout a calendar month.
- 21.5.3. Use of Open and Affordable Dental marketing efforts.

This Employment Agreement is signed by the parties effective the date stated above.

ASSOCIATE: <ASSOCIATE DENTIST NAME>

By: _____

Date: _____

Address: _____

EMPLOYER: <OPEN AND AFFORDABLE DENTAL AT SOMEWHERE PLLC>

By: _____

<Manager>, Manager

Date: _____

Address: <Dental Office Address>

SAMPLE