EMPLOYMENT AGREEMENT

between

HEARTLAND COMMUNITY HEALTH CLINIC

And

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THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into on the last date written below, by and between HEARTLAND COMMUNITY HEALTH CLINIC, an Illinois not-for-profit corporation, and Federally Qualified Health Center (FQHC) located and doing business in Peoria, Illinois, sometimes hereinafter referred to as “HCHC” and __________________ (hereinafter referred to as “DENTIST”).

RECITALS:

A. HCHC desires to offer professional services to the residents of the Peoria, Illinois area. To that end, HCHC desires to obtain the services of DENTIST as the provider of dental services to the patients at medical practices known as Heartland Community Health Clinic.

B. DENTIST desires to provide such services to HCHC.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and in reliance upon the recitals, set forth above and incorporated by reference herein, the parties, intending to be legally bound, hereby agree as follows:

I. EMPLOYMENT AND PREREQUISITES.

1.1 Employment. HCHC hereby retains and employs DENTIST, and DENTIST accepts such retention and employment arrangement, to provide the services set forth hereunder in accordance with: (i) the applicable bylaws and rules of HCHC, the bylaws and applicable rules of HCHC’s Professional Staff, the policies and procedures of HCHC and associated facilities, and other policies, practices and procedures of HCHC including HCHC’s Employee Handbook, as may be limited by the terms herein (all collectively referred to as “HCHC Policies”); and (ii) the terms of this Agreement; all as amended from time to time. DENTIST shall report to and be accountable to HCHC through its Medical Director.

1.2 Continuing Obligations. During the term of the Agreement, DENTIST shall: (i) hold a currently valid and unlimited license to practice dentistry in the State of Illinois; and (ii) adhere to the Canons of Ethics of Codes of
II. DUTIES AND COVENANTS OF DENTIST.

2.1 Scheduling of DENTIST’s Services. DENTIST shall provide services, pursuant to a Job Description attached as Exhibit A and made part hereof, and as set forth below, for approximately (52) weeks per year, as scheduled. DENTIST shall provide such services for approximately eight (8) hours per week (part-time), which will include the standard business hours for HCHC’s facilities and may include emergency treatment of patients.

2.2 Professional Services. DENTIST shall provide dental services to patients of the Clinic in facilities operated by Heartland Community Health Clinic, in its current office(s), or any other location where HCHC may be located in the future. In addition, DENTIST will, when available, attend the staff and provider meetings held at HCHC.

2.3 Cooperation. DENTIST will: (i) devote best efforts to the performance of services as shall be required under the Agreement, (ii) not engage in any form of conduct or make any statements or representations which, in the opinion of HCHC, may impair the reputation, goodwill, credit, acceptance or position of HCHC, or cause disruption in patient care, (iii) maintain harmonious working relationships with members of the Professional Staff, HCHC’s employees, and the patients to be served hereunder.

2.4 Applicable Standards. DENTIST shall ensure that services are provided in such a manner as will ensure that all duties and services provided hereunder as may be required by any standard, ruling or regulation of the Joint Commission on Accreditation of Healthcare Organizations, the Department of Health and Human Services or any other federal, state or local government agency, corporate entity or individual associated with HCHC exercising authority with respect to, or affecting, such professional services. DENTIST shall also perform his/her duties hereunder in conformance with all requirements of the federal and state constitutions and all applicable federal and state statutes and regulations and applicable HCHC policies.

2.5 Representations and Warranties. As an inducement to HCHC to enter into this Agreement, DENTIST hereby represents and warrants to HCHC as follows:

a. DENTIST has never been subject to an investigation, reprimand or discipline for his/her conduct under the provisions of the Illinois Medical Practice Act of 1987 or the provisions of any comparable licensing statute of any other state.
b. DENTIST is not now a party to, or nor has ever been a party to, any non-competition agreement or other agreement with any party restricting or purporting to restrict his/her right to perform any professional dental services, which would interfere with providing services hereunder.

c. DENTIST is not a party to any agreement or understanding, written or oral, which would be breached by DENTIST’s execution or performance of this Agreement.

d. Except as may otherwise have been previously disclosed in writing to HCHC, (a) DENTIST has not been named as a defendant in any action or proceeding alleging medical malpractice, (b) there have been no asserted claims alleging medical malpractice by DENTIST, and (c) to the best knowledge of DENTIST, there is no basis for any unasserted claim alleging medical malpractice by DENTIST.

2.6 DENTIST’s Covenants. Upon termination of this Agreement and employment relationship, all books, records, billings, and patient information shall remain in sole and confidential property of HCHC and DENTIST shall not copy or utilize same, directly or indirectly, in any fashion. DENTIST agrees that in the event of violation of this provision of the Agreement, injunctive relief should be immediately entered against the DENTIST to enforce this paragraph.

III. DUTIES AND COVENANTS OF HCHC

3.1 Support Services. HCHC shall provide such facilities, equipment, supplies, utilities, janitorial, and other support services, as HCHC shall deem necessary for the proper functioning of the Clinic.

3.2 Support Personnel. HCHC shall employ, supervise, schedule, discipline and terminate, when it deems appropriate, HCHC personnel, including, but not limited to, secretaries, receptionists, therapists, nurses, clerks and aides. Such personnel shall at all times be employees of HCHC, and HCHC shall solely be responsible for compensating such personnel.

IV. FINANCIAL ARRANGEMENTS.

4.1 Compensation for Services of DENTIST. DENTIST is an exempt employee for the purpose of the Fair Labor Standards Act. As DENTIST’s compensation for all duties and obligations set forth herein, HCHC shall pay to DENTIST a contract fee computed at the rate of Four Hundred Dollars per full clinic day ($400.00), payable in accordance with HCHC’s payroll process.
In addition, HCHC shall:

a. Provide an annual review by the Medical Director of DENTIST’s performance under this Agreement. Such review will include discussion of DENTIST’s compensation, including possible incentives. Based on such performance evaluation and any guidelines and criteria set by HCHC concerning increases in compensation paid to HCHC DENTIST, DENTIST will be compensated in the future based on such reviews and HCHC guidelines and criteria.

b. DENTIST understands and agrees that there will be no additional benefits paid to the DENTIST without written confirmation from HCHC’s Medical Director and CEO.

4.2 Professional and General Liability Insurance. At such time DENTIST becomes eligible he or she shall be covered by FTCA, a federal professional and general liability insurance program for acts and omissions within the scope of DENTIST’s employment by HCHC, excluding willful and wanton acts or omissions, regardless of when a claim against DENTIST arises from such acts and omissions. HCHC shall retain the right to modify or terminate such insurance programs, at its discretion. In the event of such termination, HCHC agrees to provide a reasonable, comparable alternative insurance program.

V. TERM, AUTOMATIC RENEWAL AND TERMINATION.

5.1 Term and Automatic Renewal. The promises and obligations herein contained shall commence as of October 1, 2007, for a term of one (1) year therefrom and, shall be automatically renewed under like terms for one (1) year periods thereafter, unless either party gives the other party written notice of intent not to renew this Agreement at least ninety (90) days prior to the expiration of the initial term, or the then-existing renewal period, subject, however, to termination under Section 5.2 herein.

5.2 Termination. This Agreement may be sooner terminated on the first to occur of any of the following events:

a. Agreement. Written agreement by both parties to terminate this Agreement.

b. Loss of Qualifications: Failure of DENTIST to maintain the qualifications required under Section 1.2 of the Agreement, such termination shall be immediate upon written notice of such action.

c. Substantial Neglect, Misconduct or Intentional Acts. (i) Substantial neglect or inattention by DENTIST of his/her duties hereunder or
misconduct; or (ii) any intentional act or omission by DENTIST constituting fraud, misappropriation, embezzlement, dishonesty or similar act, whether or not a punishable criminal offense, which is injurious to HCHC or its reputation. Prior to termination of the Agreement under Section 5.2(c) (i) only, HCHC shall be required to provide written notice to the DENTIST of the act or omission complained of, giving reasonably specific details in describing necessary corrective action, if possible, and DENTIST shall be given a period of thirty (30) days in which to fully cure or correct such act or omission, if possible. If such act or omission is fully cured or corrected, the right to terminate this Agreement under Section 5.2(c) (i) shall be extinguished. The determination of whether or not the act or omission under Section 5.2(c) (i) has been fully cured or corrected will be determined by the Executive Director in consultation with HCHC’s Board of Directors. Termination subject to Section 5.2(c) (i) shall be immediate upon notice from HCHC.

d. **Breach.** Excluding actions or events which may lead to termination of the Agreement pursuant to Section 5.2(b), (c) or (e) – (h), in the event of the breach of any of the terms or conditions of the Agreement by either party and the failure of the breaching party to correct such breach within ten (10) business days after receipt of written notice of such breach by the breaching party, such other party may terminate this Agreement immediately with written notice of such termination to the breaching party.

e. **Death or Disability.** In the event that DENTIST dies or becomes disabled, whether by reason of injury, illness, or otherwise, to the extent that DENTIST is physically or mentally incapacitated for more than sixty (60) days so that DENTIST is unable to perform, with or without reasonable accommodation, Dentist’s essential functions and duties under this Agreement, at which point this Agreement may be terminated in the discretion of HCHC by written notice. In connection with this subsection (e), DENTIST hereby consents to examination at such reasonable time(s) and by such DENTIST(s) as HCHC may designate to determine the ability of DENTIST to perform DENTIST’s essential functions and duties under this Agreement.

f. **Human Resources Manual.** In the event DENTIST’s acts or omissions could result in termination or suspension pursuant to HCHC’s Human Resources Manual (Employee Handbook), this Agreement may be terminated immediately by HCHC’s written notice to DENTIST.

g. **Force Majeure.** If either party is prevented from performing its obligations under this Agreement, by strikes or other labor
disputes, official or unofficial, fire, war, flood or any other reason beyond the party’s reasonable control, each party’s rights and obligations hereunder shall cease with written notice of such cessation by either party.

5.3 Proration. If this Agreement is terminated prior to expiration of the then-existing term, or if either party is prevented from performing its obligations under this Agreement for reasons described in Section 5.2(h), DENTIST’s compensation shall be prorated to the date of termination or the date DENTIST is so prevented from performing the required duties and obligations hereunder, whichever the case may be.

5.4 Effects of Termination. Upon termination of this Agreement, as hereinabove provided, no party shall have any further obligation hereunder except for: (i) obligations accruing prior to the date of termination; and (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement, including the substantiation requirements of Section 4.5.

5.5 Termination of Other Agreements. This Agreement supersedes any and all other agreements, if any, either written or oral, between the parties hereto with respect to the subject matter hereof, and all other such agreements, either written or oral, shall be considered terminated as of the effective date of the Agreement, as set forth in Section 5.1.

VI. MISCELLANEOUS.

6.1 Assignment. This Agreement and all rights and benefits hereunder are personal to DENTIST and HCHC and neither this Agreement nor any right or interest of DENTIST or HCHC herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned without written consent by the other party, and any attempt at assignment is void. However, HCHC shall have the right to assign this Agreement to an affiliate or subsidiary legal entity.

6.2 Employment Status of DENTIST. It is expressly acknowledged by the parties hereto that DENTIST, in performance of services hereunder, is an employee of HCHC. Accordingly, HCHC shall deduct from the compensation paid to DENTIST pursuant to Section 4.4 hereof, any sums for income tax, social security or any other withholding taxes as are required by an law or other requirement of any governmental body.

6.3 Changes or Modifications. No change or modification of this Agreement shall be valid unless the same shall be in writing signed by HCHC and by DENTIST. No waiver of any provision of the Agreement shall be valid unless in writing and signed by the person or party against whom charged.
6.4 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and contains all of the agreements between the parties with respect to the subject services herein. DENTIST and HCHC shall be entitled to no other benefits than those specified herein. DENTIST and HCHC acknowledge that in entering into and executing this Agreement, they have relied solely upon the representations and agreements contained in the Agreement.

6.5 **Notices.** Notices required herein shall be considered effective when delivered in person or sent by United States Certified Mail, postage prepaid, return receipt requested and addressed to:

HCHC:  
DENTIST:

or to such other address, and to the attention of such other person(s) or officer(s), as either party may designate by written notice.

6.6 **Governing Law.** This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the internal laws of Illinois without regard to the conflicts of laws provisions of such laws. The parties agree that Peoria County, Illinois shall be the sole and exclusive venue for any proceeding as between the parties in connection with this Agreement.

6.7 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

6.8 **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

6.9 **Interpretation.** This Agreement is a result of negotiations between the parties, none of whom have acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the parties hereby waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney or other representative) prepared the executed Agreement or any earlier draft of the same. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular and the singular, the plural. The words “hereof,” “herein,” “hereunder” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provisions of this Agreement. The section titles and other headings contained in this
Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals on the last date written below.

HCHC:  
HEARTLAND COMMUNITY HEALTH CLINIC, an Illinois not-for-profit corporation, and Federally Qualified Health Center (FQHC)

By: ______________________________  ______________________________
Title: ______________________________
Dated: _____________________________  Dated: ________________________