

<p>APPLICATION FORM</p>  <p><i>Family, Implant & Esthetic Dentistry™</i> <i>Comfort and value™</i></p>	<p>Please choose one or more locations:</p> <p>PUSAT PERGIAGIAN U 优牙科中心 U DENTAL CENTER</p> <p><input type="checkbox"/> Taman U 大学城 :26A, JalanKebudayaan 1, Taman Universiti, 81300 SKUDAI. Tel:607-521 1111, 607-5208508. SMS: 6014-888 9000</p> <p><input type="checkbox"/> Bukit Indah 武吉英达 :65 &65A, Jalan Indah 16/12, Taman Bukit Indah, 81200 Johor Bahru, Johor. Tel: 607-234 2000 HP: 6 014-508 0000</p> <p><input type="checkbox"/> Malaysian Dental Corporation S/B 马来西亚牙科公司 26A, Jln. Kebudayaan 1, Taman University, 81300 Skudai, Johor, Malaysia Tel/Fax:6012-8 800 100 www.gigi.my info@gigi.my</p>	<p>PLEASE ATTACH TWO (2) PASSPORT SIZE RECENT PHOTO</p>
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To our future/potential Associates/Associates/Directors/CEO/CFO/VP:

A warm welcome to our clinics.

Please take this document home and read carefully.

- (1) If The Associate still attached to the government as PERMANENT OFFICER OR SPECIALIST (Contract Dental Officer is not allowed for locum)
Please fill in the Surat Pekeliling Ketua Setiausaha Bil. 5 Tahun 2006-Tatacara Pelaksanaan Pegawai Perubatan dan Pergigian Berdaftar Melakukan Pekerjaan Luar (Lokum) – and apply for permission from the dental officer in charge.
Dental Officers that are Non-Specialists and still under government service is not allowed to work as associate
- (2) If The Associate are leaving the government service
Please obtain a **release letter** from The Associate supervising dental officer or a resignation letter stating The Associate last day of work and acknowledged receipts by the local oral health division (in the form or AR Register). A release letter may take more than 18 months to reach The Associate from Putra Jaya, The Associate may request a print out from the local deputy/chief dental officer that they have received The Associate resignation and finished the compulsory service.
- (3) If The Associate have finished The Associate compulsory government service
 - (i) Please add our addresses to The Associate current APC if The Associate are still attach with other third party clinics
 - (ii) Please apply for our addresses to The Associate current APC if The Associate are not attach with other third party clinics

In all cases please submit **APC Application Form (Form 8)** to apply Annual Practicing Certificate, add the addresses of the clinics (at least 2 addresses per associate, as in letter head). The Associate need to return all The Associate APC to the Malaysian Dental Council. In government service The Associate may do so through after The Associate Senior Dental Officer signed at the back of Borang 8. The Associate can send the Borang 8 The Associateself, through The Associate SDO's office or pass it to us.

Please submit the APC Application Form (Form 8) early because it may take time for Malaysian Dental Council to process. The Associate may claim the the cost of APC from the clinic submitting receipts or proof of of payment.

Please inform the clinics the intended date of start working so that appointment slots can be opened for patients in advance.

Please give us a copy of photocopies of the following documents to clinic

- 1)Current APC
- 2)Basic Dental Degree Photocopy
- 3)Registration With the Malaysian Dental Council
- 4)Certificate of Registration with National Specialists Register or MDC(If relevant)
- 5)Certificate of The Associate Membership to Professional Indemnity Insurance (With Membership Number) and the lattes subscription.

Subscribe to Dental Protection Society's Professional Indemnity Insurance

- Please do so immediately and claim the cost from the clinic, it is The Associate sole liability to fill in and submit the forms
- Please contact Malaysian Dental Association and has ADEQUATE subscription/coverage for full time or part time. The Associate may choose to join the membership of Malaysian Dental Association to enjoy lower DPS rates. The Associate can asked the MDA to email the receipt , to be submitted to and get approval from The Associate SDO. Do **NOT** wait for the DPL membership certificate- it takes months.
- Rate for Government Officers within 2 years of services: RM100
- Rate of Full Subscription is more than RM1205, less for part time practice less than 20 hours per week.
- Please kindly contact the undersigned if The Associate have any queries.

We need some of The Associate preference to do better manpower planning, referral settings and patient care:

1) Please provide The Associate special interest in dentistry:

What are the cases that we can refer to The Associate?

What are the cases that The Associate cannot do or will refer to other doctors?

2) First Date of Compulsory Posting with the Government: _____

Lat Day (Estimate) of Compulsory Posting with the Government: _____

3) Do The Associate intent to pursuit for postgraduate study:

No

Yes: Please give details:

4i) What is/are the field of Speciality The Associate intent to pursuit:

Ortho Endo Postho Implant Pedo OS/MOS

Special care dentistry DPH Patho/Oral Medicine Other: _____

4ii) Mode of Study: Part Time Study Full Time Study

4iii) University Intended to Enroll: _____

4iv) Year Expect To Enroll: MM/YYYY _____

5) Please provide the days and time that The Associate are available or intent to work: (Minimal 3 shifts per week).

Day of Week	Mon			Tue			Wed			Thu			Fri (Hot)			Sat (Hot)			Sun					
Shift	M	A	N	M	A	N	M	A	N	M	A	N	M	A	N	M	A	N	M	A	N	M	A	N
Locations																								
Tmn U	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Bukit Indah New	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Specialist clinic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6) Any other of The Associate suggested/chosen location/town to practice: _____

7) How long The Associate intend to work with us? _____ Months/Years (Delete which ever not applicable)

Sincerely yours,
 Dr. Leong Chee San
 Director

LETTER OF APPOINTMENT AND ACCEPTANCE: TERMS OF REFERENCE

THIS AGREEMENT is made the date as in appendix 1 between the CLINIC as in appendix 1 of the one part and

and Dental Surgeon as in appendix 1 ("the Associate") of the other part.

WHEREAS Dental Surgeon is duly qualified and registered Dental Surgeons, and the Clinic being in general dental practice AND WHEREAS the parties hereto agree to establish this contract upon the terms and conditions hereinafter mentioned.

NOW IT IS HEREBY AGREED as follows:

Service Type: Dental Associate Service**SCOPE OF SERVICE**

ASSOCIATE in exchange for the compensation paid by clinic under this contract, agrees to provide the following services:

The associate will provide dental care and treatment for the Clinic's patients, permitted under the current Dental Act, under such terms and conditions and for such consideration as hereinafter respectively appear.

For specialist services, the specialist must inform patient she/he is charged by a

NOW IT IS HEREBY AGREED

1. Position/Title: As per Appendix 1
2. Date of Commencement: As per Appendix 1
3. Date of Termination: As per Appendix 1
3. Associate Payment

Definitions:

Part time Associate: Part time doctors that engaged in less than 5 days work per week.

Full Time Associate: Full time doctors that engaged in 5 days work or more per week. The associate and associate are used interchangeable in this document.

Employee: A person in the payroll AND paying EPF.

Locum: doctors that engaged in less than 3 days work per week and has no fixed timetable.

Mode of Engagement: Cost and Profit Sharing on collection-based systems. The clinic compensates the associate a percentage of his/her daily monthly collections. If the associate opted for employee status, the employee benefit such as medical leave, paid leave, annual leave etc shall be financed from the associate's portion of profit., ie , associate is his/her own boss.

Good & Service Tax (GST)- Not applicable unless the associate has an GST ID

GST at prevailing rate (currently 6%) will be charge and deducted from the associate profit If the associate not wishing to absorb the 6%, the associate shall opted for employee status by paying EPF, Socso, Human Resource Fund, PCB and other statutory contribution will be deducted from the associate's profit. Any profit less than RM2002 will be consider basic, and the remaining will be consider gratitude.

GST No applicable if the associate taken up the profit sharing but paid on salary based scheme (all employee benefits are from the associate portion of profit).

COMPENSATION

The CLINIC will pay for the services provided by ASSOCIATE : During the continuance of this services the Clinic shall pay to the Associate a salary at the rates laid down from time to time.

Payment is by end of a calendar month minus the lawful statutory deduction.

If the associate opted to receive payment by end of the day, she/he shall repay the clinic in cash before 6th days of the following month all statutory deduction from his/her portion of profit such as EPF & Socso (both employee & employer portion), Socso, PCB, HRF etc. If the associate fail to do so, the payment term will be change to monthly without further notice.

The records are identified from The Associate daybook, with treatment priced at prevailing published rate, a current copy is available on the treatments rooms, counter and waiting room) in respect of treatment carried out by The Associate for adult and child patients.

Non deposit and cash cases: The Associate will be paid **40%** of the net amount of treatment fees received minus cost. For specialist Associate, the specialist will be paid 60% of the net amount of treatment fees received minus cost.

Non deposit and non-cash cases(Panels, Insurance, Credit card): The Associate will be paid **LESS 5%** (i.e 35% etc) of the net amount of treatment fees received.

Member Cash or Credit card: **LESS 5%** (i.e 35% etc) of the net amount of treatment fees received.

Patients Cash (Not credit card):2% rebate to patient.

Panel/Group/Memrship Patients: 15% OFF or according to contract WITH PANEL/MEMBERSHIP

Collection on behalf of clinic

The associate is to build in the cost sterilization & misc. charges of RM10 (RM15 Specialist) to charges of every patient seated on the dental chair. The cost shall be paid back on day end of month end. If a patient attend 2 times in a day, only RM10 (RM15 For specialist) is payable to the clinic. If there is no charge, 0 should be entered in the collections. Exemption from the charges included patient with referral card, and patient with free dental checkup .voucher or pre-appointment during the Oral Health Month.

For any reasons that the third party/panel did not pay, The Associate are liable to payback what had been paid to The Associate. Hence, The Associate are advised to pay attention to:

The total benefit, The benefit claimed and the remaining amount
The type of treatment allowed/sponsored and the type of treatments not sponsored.

Deposit cases: The Associate will be paid 40% of the net amount of treatment fees received after deduction of laboratory, materials costs, or other relevant cost, such as courier and bleaching material(if applicable) and other materials that more than RM10 in value (e.g. surgical burs, bleaching agent, veneer etc) or items which can be easily quantified.

The payment is payable in arrears early in a month, within 20 days after the clinic received all invoices from the suppliers/laboratories.

Part Timers/New associates/Existing associates in New Clinic :Minimal guaranteed income

To help the new doctors build up their patients, Minimal guaranteed income is RM25(Ringgit Malaysia 25) per hour, even there is no patient, counted based on Monthly working hours at the END of the month. The associate needs to punch in and out to entitle for the minimal guarantee income. For new associates or existing associate in a new clinic established not more than 18 (Eighteen) months from the grand opening day, the associate need to **notify the clinic in written if he/she wishes to be join the minimal income guarantee scheme, so management/research and other project shall be assigned BEFORE starting the associateship.**

If an existing associate (not new associate) would like to join the Minimal guaranteed income, the appointment slot should be opened 30 days ahead, otherwise such guarantee shall be null and void

Change of Associate Status

If a part time associate change to full time, a newest version of the term of reference should be sign before commencement of full time practice.

Full Timers (6 days week x 8 working hours per day, except rest time)

MINIMAL GUARANTEE MONTHLY INCOME is RM5200 per month for full timers, For any reason the if the working days less than 26 days will be counted as pro rata basis. ESTEMATED Income as followed :

Profit Sharing Tier (% Based on Own Clinical Production)	First 6 months	7 th . To 12 month	Subsequent Months
40% Full Time Starter	RM5200/month	RM7680/month	RM8,000/month
50% Full Time/ Primary Dr In Charge	RM8320/month	RM9,200/month	RM10,500/month
60% Director with or Specialist with no management role	RM8320/month	RM11,000/month	RM13,000/month
60% + 10% Management Fee: CEO or Specialist with management role.	RM12000/month	RM14,000/month	RM17,000/month

It is the duty of the doctor/associate to punch in/out, to count and claim the Minimal guarantee monthly income, in written. within 3 months, after that no claims shall be entertained. A working time more than 4 hours will have 1 hour compulsory rest time, A working time more than 8 hours will have 2 hours compulsory rest time where no payment shall be claimed. i.e 12-hour shift will have 2 hours compulsory rest time. It is the doctor responsibility to set the time table and working hour's within the clinic's budget, as long as the minimal guarantee payment is met.

The minimal guarantee shall not be effective if the associate not following the SOPs for patients accumulation/revisit, such as but not limited to

- i)repeatedly no charting, or
- ii)no next visit/problem list suggestion, or
- iii)habitual late/irregular attendance
- iv)refused to work at nights or weekends
- v) failure to give written explanation/papers/informed consent/marketing materials
- vi) for treatment not provided by own, and not refer to senior/competence colleagues
- vii)for treatment that capable but refer out
- viii)not cooperative in marketing/membership/panel.

Payment By Month:

Freelance: Collection on daily exit.

With statutory deduction/contribution (EPF/Socso/SIP/PCB etc):

Collection payment by 7th day of next month.

Deposit calculated upon receiving lab fees, calculated on 18th of next month, collectible in cash from 18th of end of next month , the deposit received will be counted as income at next month.

Alternatively the associate with can take his/her daily collection/income, but the statutory contribution should reimbursed in full to designated account before 8th on the month paying the statutory contributions.

Special arrangement:

Daily cash can be arranged, according to the profit sharing ratio, after minus the appropriate cost (material, instruments, EPF, Socso, PCB etc)

If the statutory deduction (EPF, Socso, PCB, Payment in lieu of notice) not pay to the clinic by 7th day of the month, the special arrangement shall be withhold, monthly salary will be in effect.

Working hours and time

Normal hours is 8 hours. Working time starts at 9am (Morning Shift) or 1pm (afternoon shift). Working time shall be flexible according to operational needs, doctor's rest time/date and customer convenience. No overtime claim shall be entertained if minimal guarantee paid is more than RM2000 (Ringgit Malaysia Two Thousand).

For low volume location 9.30am to 5.00pm with 1 hour rest.

The minimal guarantee monthly income is for the new associate to built up the new patient pool in long term.

Short serviced associate (service less than 12 month) shall not enjoy the guarantee. The guarantee ceases once the associate tender the 3 months resignation/termination. If the resignation/termination notice by the associate is less than 3 months, other than the payment in lieu of notice, ALL Minimal guarantee monthly income that shall be paid back to the clinic based on pro rata basis, on the last day of service.

If The Associate yearly income is more than RM60K, The Associate may choose to become a full time employee to enjoy the tax shelter provided by the clinics.

Long treatment early closure:

For long treatment like orthodontic treatment, the associate shall claim the deposit paid starting 30th June and close every 2 months. It is the duty of the associate to claim within 4 months after long treatment deposit is paid, i.e. any omission after the 4th month of the long deposit paid, no claims will be entertained.

It is compulsory for the associate leave a fraction on the reserve fund to be used as employee benefit and employer contributions such as EPF/Socso/ and HRDF where applicable. It is up to the associate to withdraw all to remaining portion of profit (wholly taxable) for house loan, car, travelling, parking, conference, training, post graduation funds etc (may be tax exempted or at a reduced rate/basis). All employee benefits, if any (e.g. Bonus pay, sick leave, vacations etc) are payable from the associate's portion of profit. Associate who pay zakat shall minus from the PCB once zakat is paid.

Career Advancement

Doctor in charge is defined as the doctor name's) that appear in the Form C of the Private Healthcare Facilities and Services Act. Full time doctor without official appointment letter might not be the doctor in charge

Doctor in Charge Associate/Associate with managerial roles (Need to be registered under the Private Healthcare Facilities & Services Act 1998 & Subregulations 2006),: additional 5% (part time), additional 10% (Full Time) of profit sharing on production.

By default, a Doctor in charge is needed to hold license (under the instruction of the board of directors) for 2nd and 3rd location with a maximum of 50% profit sharing. Decline to hold the position in a second or third location shall be deemed as self-termination.

When the Doctor in Charge or 2nd. Doctor in Charge work at other locations that he/she not registered as that location, the higher percentage apply. This is to encourage the doctors covering for other doctors when needed.

Directors (CEO, Clinical, Marketing, Customer Service): additional 10% of profit sharing on production.

Specialists registered in the National Specialists Register : additional 10%.

Doctor in Charge or Secondary/Additional Doctor in Charge of a clinic register under the Private Healthcare Facilities & Services Act 1998 & Subregulation 2006 (Form C)

Document required:

- Current APC
- Basic Dental Degree Photocopy
- Registration With the Malaysian Dental Council
- Certificate of Registration with National Specialists Register (If relevant)
- Time Table-if The Associate are registered with more than 1 address in the PHFSA (Not APC)
- Full Time Associates 7 days on paper, 9am-9pm Monday to Sunday
- Full Time Associates 4 days on paper but actual working days may varied.
- Sworn statement and declaration that The Associate are not an discharged bankrupt. (Form will be given)
- Letter of Appointment and Acceptance (will be issued)

Personal Items, special brands, special order or rarely used items

Any purchases by the associate, no cost share on items unless clinic is notify before in written.

The doctor/associate can purchase a personal item (or he/she wishes to practice with some machines/instruments/brand) such as loupes, and charge to the clinic, the clinic shall pay the cost within 5 years as per depreciation calculation.

Alternately, upon doctor/associate request, the clinic shall purchase and pay for the item on the doctor behalf, which will be calculated base of 5 years working life. If the doctor discontinue working within 5 years, the clinic shall sells and the doctor/associate shall agree to purchase the item base on residual value on pro-rata basis.

For special order consumables, the clinic shall order and doctor shall bear the cost based on profit/cost sharing.

If the special order item contain instrument/equipment (fixed asset), the item remains the clinic's property until 5 years. where the depreciation had been utilized.

High value item e.g. implant, implant accessories etc, the associate shall be billed Full once taken the stocks. The associate shall claim back from the clinic his/her portion of cost when the items are used, provided that the stocks are exclusively for clinic use and not taken out from the clinic to any third party locations irrelevant to the clinics.

Cost to Associate

Assistant is provided at the cost of the clinic. The associate shall bear the cost of the assistant if he/she failed to report absence 24 hours in advance.

Cost for materials \geq RM10.

Cost of countable quantity/value monthly.

Cost share for special order materials.

Cost for infection control/waste management RM10, per patient in the same day. This cost should be built in to the charges/deposits to the patients. This cost is chargeable when the patient seated on dental chair. If the associate charged 0, the associate still needed to bear the cost.

Reimbursement

The clinic shall reimburse The Associate the cost Professional Indemnity Insurance if The Associate's yearly gross production is more than RM25,000. The reimbursement is capped at RM1200 per calendar year. Should The Associate performed high risk procedure please subscript to more coverage at The Associate own expenses. If The Associate cannot produce RM25,000 gross income per year or The Associate terminate without fully utilized the insurance The Associate shall bear the cost on pro rata basis.

The clinic shall reimburse The Associate the cost of Annual Practicing Certificate. and training cost (Course fee and transport) as the Radiation Safety Officer. Medical checkup cost not more than RM200 (two hundred) related to the application/renewal of x-ray licence shall be borne by the clinic.

It is The Associate sole responsibility to obtain valid license/APC/insurance under the respective laws. The clinic's responsibility limited to partial reimburse The Associate with the cost of indemnity insurance but shall not be responsible for any litigation. The Associate shall release the clinic from becoming the second or third or any party in a litigation if any litigation is raised against The Associate by the related authorities or patients. If there is any losses of the clinic due to The Associate own negligence the clinic shall reserve the right to claim from The Associate.

The Associate shall submit original copy to every practice address within 7 days of receipt of The Associate APC, (whether The Associate claim from the clinic or not). failure to submit after the deadline The Associate are not entitled to receive any payment for the service The Associate rendered. The associate may be requested to include more than 2 addresses in the APC due to operational needs.

Prohibit of third party clinic(s) without approval

All associates should not add new address(es) in their APC without written approval.

Associate shall not engage in any third party clinic(s) (with or without payment) which address(es) is/are not included in the letterhead of this agreement., without prior written approval.

Practicing dentistry at other clinic(s) without approval, with or without APC, without written approval from the clinic will be deemed as breach of terms of reference. The associate shall deemed breach of the term of reference immediately and self terminated immediately. 3 months payment in lieu of notice shall be claimed by the clinic. All benefit/profit more than 40% will be revoked from the date of such unauthorized dental practice.

INDEMNITY

Notwithstanding any clauses in this document, doctor in charge registered under the PFHSA shall be INDEMNIFIED when he/she perform the non-clinical duty as a person in charge. This does not include any negligence in practicing clinical dentistry.

Statutory Deduction

As ASSOCIATE is an independent subcontractor/associate, the clinic shall not be responsible for The Associate KWSP, Socso, PCB, SIP, Income Tax Deduction etc. If a associate is paid by profit sharing, the employer's portion of any statutory contribution shall be paid by and minus from the Associate portion of the profit.

During the continuance of this services the Clinic shall:

1. provide reference material for the use of the Associate;
2. allow and require the Associate to attend the appropriate study day course
3. provide weekly tutorials for the Associate, such tutorials to take place during normal practice hours and to be of a minimum of one hour's duration;
4. provide the Associate with satisfactory facilities to comply with health and safety and infection control standards as contained in the Infection Control Guidelines publish by the Ministry of Health, including an adequate supply of handpieces and instruments sufficient to allow them to be sterilised between patients
5. provide the Associate with relevant opportunities so that a wide range of practice is experienced and so that as far as is reasonably possible the Associate is fully occupied;
6. provide the Associate with administrative support and assistance of a suitably experienced Dental Nurse;

During the continuance of this services the Associate shall:

1. fulfil and obey all lawful and reasonable directions and orders of the Clinic and not at any time except in the case of illness or other unavoidable cause or permitted holidays be absent from the service of the Clinic without the Clinic's consent;
2. work cooperatively with colleagues in the practice, in particular with the dental nurse assigned to him/her;
3. record of PROPER, CORRECT and ADEQUATE AND TIMELY treatment notes all professional visits, fees charged, all patients attended, operations performed including prosthetic work and all other business done by him/her for the Clinic,
4. keep all usual and necessary dental charts and an appropriate record of the work done for all patients attended to by him/her
5. devote his/her whole time to the practice of the Clinic during the working hours
6. unless as part of the training course, not normally attend any patient or perform any operation or prosthetic work for any person other than the Clinic nor on his/her own account either carry on or be engaged in a dental practice nor accept any part-time or full-time dental appointment whether paid or unpaid or give any dental advice either gratuitously or for reward.
7. not whether during or after his/her services disclose any professional secrets or any confidential information with respect to the Clinic or his/her family, patients, practice, or affairs or any directions given to him/her by the Clinic; such confidential
8. information to include patient records, details of appointments, and financial information relating to the Clinic or practice;
9. observe and conform to the provisions of the Dental Act 1971 so far as they relate to the Associate or his/her services and observe and conform to all the laws and customs and reasonable standards of practice of the dental profession; 7.9 in relation to any patient treated by the Associate or desiring to be treated by the Associate;
10. attend such study day courses as are set out in the published programme and shall not except in case of illness or other unavoidable cause absent himself/herself from any such course without the previous consent both of the Clinic;

Special Duties

A specific statement of the scope of the ASSOCIATE duties and how they are to be rendered:

Goal: Supervisory Roles:

"To ensure smooth running of the clinic with minimal cost and maximum efficiency without compromising the quality of services:"

- 1) Supervise the staff: the clinic shall provide staff who trained in standard operation procedures, the working associate doctor shall be the last person who monitor the staff's performance and safeguard the standard of service.
Hence, the supporting staff performance is under the duty of the ASSOCIATE. No blaming of the staff is allowed if the associate cannot follow up with the staff works.
- 2) Quality Control of Clinic on own service provided to the customers
- 3) Quality Control of Clinic: Cleanliness of the clinic, instrument & equipment.
- 4) Infection Control as outlined in KKM guidelines.
- 5) Customer services including handling complaints on own patients, or as an investigator or mediator for other doctors
- 6) Scheduling of doctors and staff.
- 7) Control of Appointment Book.
- 8) Stock control and report for items that are running out of supply.
- 9) Supervise training of new staff.
- 10) Risk Identification, Management and Reduction.
- 11) On call emergency management: Call or manage or refer to hospital.

Out-of-hours services (9pm-8.30am) (DO NOT USE THE TERM EMERGENCY), Public Holiday

The out-of-hours services to be provided by the Associate shall be arranged.

Such out-of-hours services are not required to undertaken after 12 months of the Associate's services. Senior associate more than 12 may be needed but those junior shall take the responsibility.

Extended Appointment slot-For VIP patients: before 9.30pm-10.30pm or between 8.00am-9.00am

Mandatory Out-of-hours "emergency" or on call management:

Telephone: Out-of-office hotline shall be transferred to the doctors' handphone who is on duty.

Duration: 2 months, recycle after other doctors had served. The doctor shall make sure the handphone is on, no ring mode (not only vibration) and functioning.

No need to respond

1) DURING OFFICE HOUR -am or Public Holiday

2) Not need to give answer: Sensitivity, Management questions: e.g opening hou etc. Ask to caller to call front desk.

Must answer/manage:

For ACUTE conditions: Accident, Severe pain, swelling and other emergency etc.

Refer if cannot manage.

Reimbursement: The doctor on call may claim RM5 per customer by submitting to admin department Name, Registration, Date and Time of Call and result of the call, within 14 days of the call.

Privacy:

The doctor on duty doctor has no obligation to call back patient nor reveal on handphne number for non-emergency case.

His/her duty is to forward the info to administrative staff as soon as possible.

- **Benefits**

Only provided to employee, the kind and amount for a medical plan, life insurance, and retirement plan participation shall not apply to ASSOCIATE.

- **Staff's Confidential Information and Trade Secrets**

The right of the employer to keep certain types of information confidential, such as potential trade secrets including patient lists and other property.

- **Access to Records**

Access after contract termination and in the event of malpractice or other legal action requiring access should be granted upon written request.

Dispute Resolution

- If there is any dispute between the associate and the Clinic, mediation or litigation should be performed at the agencies or court of law at JOHOR BHARU, failing which the dispute should be resolved at federal level.

- **License:**

Registration under the Private Healthcare Facilities & Services Act 1988 as a dental officer in charge is required for the 3 most senior full time associates/associate in the clinic or part time doctors who work more than 28 hours per week. Failing so, any doctors may need to apply as person in charge for the time slot he/she is working.

Registration as a "Pengendali" or Radiation Protection Officer is required if a associate/associate is using X-ray machine(s) under Atomic Energy Licensing Act 1984. Medical check-up will be subsidized RM80 for 24 months

Length of Association and Renewability

Termination Procedure and Notice Procedure

Exclusive Employee vs. Independent Contractor

Compensation, Frequency of Pay, Example Computation, Draw, & Accounts Receivable

Collection-Based Commission

Host/Employer Obligations as to Expenses and Support

Vacations and Sick Pay

Business Records/Collections

Patients/Patient Records

Death or Disability Option

Right of First Refusal

Law Enforcement

Claim Fees and Costs

Patients and associate

The clinic does not own the patients. However, the patient is one of the most valuable asete of the clinic. If a associate is leaving, the patient stay. Any forms of transferring patients to other locations related to the leaving associate, with or without payment is unethical

Associate Duties and Rules/Regulations of Conduct/Practice/Services to be Provided

Indemnity Agreement & Insurance

2. The Associate will keep proper accounts of all professional services given and all patients attended, operations performed and prosthetic work and all other business done by The Associate) and of all monies The Associate receive or pay on my account and forthwith transfer all monies so received as I may direct.

3. The Associate will not be entitled to any paid holiday during the Associate period of service.

4. If The Associate are absent from work for any reason and the Associate absence has not previously been authorized The Associate must inform by 9.00am on The Associate first day of absence as to the reason for the absence and, if possible, when The Associate hope to return to work.

The Associate may not disclose either during or after the termination of the Associate services any information of a confidential nature relating to the practice, patients of the practice or practice personnel.

The practice's emergency cover arrangements are as follows and The Associate will be required to take part in these arrangements on the same basis as other practice members.

The Associate will be a member of one of the dental defence organisations or professional indemnity scheme throughout the period of The Associate services and The Associate must submit proof of application of annual practicing certificate before start working.

If The Associate accept this offer on the terms stated or if The Associate have any queries on any of the terms would the associate shall s in writing no later than 7 days after the associate receive a copy of this document.

Some of associate obligations

- (1) Fulfill and obey all lawful directions and orders of the Clinic from time to time given and not at any time, except in case of illness or other unavoidable cause or permitted holidays, absent The Associateself from the service of the Clinic.
- (2) Keep proper records of all professional services given and all patients attended, operations performed and prosthetic work and all other business done by The Associate on the Clinic's account and forthwith pay all monies so received to the Clinic or as he/she may direct. The Associate will collect all usual and necessary dental charges and keep registers of the work done for all patients attended to by The Associate.
- (3) Join and remain a member any organization offering professional indemnity cover to dentists.
- (4) In relation to any patient treated by The Associate under the Panel Contract The Associate will comply with all terms of service for the time being in force relating to the provision of general dental services elsewhere than at a health centre and shall indemnify the Clinic against all loss of any kind suffered or incurred by the Clinic by reason of any failure of The Associates so to comply with the said terms of service.
- (5) Know the culture, policy and Standard Operation Protocols (SOP) of the clinic.
- (6) The Associate will be notified in writing of any change to the above.

Hours of work: As per Appendix 1.

The Associate are allowed one hour for lunch, to be taken between 12pm and 3pm., and/or to be taken between 5pm-7pm.

Day to day arrangements will be agreed in accordance with operational requirements.

Holiday entitlement

The associate are entitled to paid holiday and annual leaves from the associate portion of profit sharing. The Associate might be invited to join the company trips. Some minor duty might be attached with the trips especially those associated with conferences or seminars.

Notification of sickness and other absence

If The Associate are absent from work for any reason and The Associate absence has not previously been authorized The Associate must inform the clinic by 9.00am on The Associate first day of absence as to the reason for absence and, if possible, when The Associate hope to return to work.

If The Associate are unfit and unable to work for more than 60 days, the Clinic reserves the right to terminate the agreement.

There is no sick pay scheme.

Pensions

The period of notice to be given in writing by the clinic or by The Associate to terminate this contract is 12 weeks.

The clinic reserves the right to pay associate in lieu of notice.

Nothing in this section shall prevent the clinic from terminating this contract without notice or salary in lieu of notice in appropriate circumstances.

If The Associate are guilty of serious misconduct or persistent neglect of duty or of breach of reasonable regulations made or of orders or directions given by the clinic, the clinic may determine this Agreement forthwith without notice or without payment in lieu of notice and The Associate will be entitled only to the apportioned part of the remuneration due to The Associate up to the date of such determination and for this purpose and other necessary purposes The Associate remuneration shall be deemed to accrue from day to day.

GRIEVANCE PROCEDURE

If The Associate have any grievance relating to The Associate position The Associate should raise the matter with the Managing Director or Group Operation manager. The Associate may be required to put any such grievance in writing .The human resource department will consider The Associate grievance and will then notify The Associate of his/her decision.

COVENANTS NOT TO COMPETE.

The associate acquired various internal information during the course of service.

During service period and subsequent to termination of employment/associateship in geographic area within **5 (Five) kilometers radius** of the clinic(s) that The Associate registered (according to Annual Practising certificated) using clinic address(es), for the first **24 (Twenty Four) months** of last day of service.

i) The associate is restrained from applying to the Malaysian Dental Council for an Annual Practising Certificate at any premise of dental practice other than the clinic's branches, within a five (5) kilometer radius of the the group dental clinics where the associate name had

been registered with the Malaysia Dental Council, within the past 24 months. If the associate did not registered a branch clinic in his/her Annual Practicing Certificate for the last 24 months, the said branch clinic shall be exempted from the convents not to compete clause.

i)The associate is restrained from being engaged, directly or indirectly whether as a stakeholder/shareholder or worker, (with or without wages/compensation), employee, partner, consultant, independents contractor or agent or otherwise in any other business or be concerned or interested, in any capacity in any trade or other business or occupation of similar nature to or in competition with the business on by the clinic;

ii)The associate is prohibited from carrying on any business that is in competition (whether directly or indirectly), whether by themselves, their agents, servants, employees or any one of them with the business of the clinic within a five (5) kilometer radius of the dental clinics (C) The associate is prohibited from soliciting or endeavoring to entice away from or discouraging from dealing with the clinic, any person who is a staff, dental nurses, employee, customer, client, service provider, independent contractor, suppliers, vendors and patients of the Plaintiffs.

Failure comply to the clauses the associate shall deem breach of the terms and condition of service and the associate agrees to compensate the clinic **RM75,000 (Ringgit Malaysia Seventy Five thousand) per location**. The compensation is payable at the time the associate first day of practice within the the geographical and time restrictions. Late charge not more than 1.5% per month shall be imposed until the sum is fully settled. If there is dispute regarding this clause and court action has to be taken to recover the money owed, the associate shall pay the clinic minimal RM5000 or all the collection cost (including but not limited to legal fee), whichever is higher.

In addition, for the purpose of protecting the goodwill of the practice it is agreed that for a period of 24 months following the termination of this agreement (howsoever terminated) the Associate, unless practising in the clinic's practice or otherwise with the Clinic's written consent, shall not act as:

1) whether as principal, associate, assistant, associate tenens or deputy provide any professional service of a kind normally provided by a general dental practitioner to any person who had been at any time within the period of twenty four months prior to the termination of this agreement a patient of the practice;

2) solicit in any manner any person who was at the date of the termination of this agreement a patient of the practice to the intent that such person should transfer to the Associate's National Health Service list or otherwise become a patient of the Associate as a general dental practitioner or of any practice of general dental practitioners in which the Associate is a partner, associate, assistant, associate tenens or deputy;

(In this clause a "patient of the practice " shall include any person who was at the time in question on the panel list or a private patient of the Clinic or any partner or associate of the Clinic.)

It is the duty of the associate to declare within 7 days of his/her first known of any obligations and liabilities due under the clause of COVENANTS NOT TO COMPETE. Failure to do so the liquidated damage shall be **additional RM75,000 (Ringgit Malaysia Seventy Five thousand)**.

If the associate and the clinic cannot reach an agreement and payment not received after 7 days of the first known breach of the clause, the clinic shall be apply for injunction for prohibition of the practice of dentistry or full/partial ownership of a dental clinic. Such legal proceeding is at the associate's cost. The associate agrees that plead of "freedom to practice" cannot stand under this clause.

Confidentiality and Trade Secrets.

The Personal Data Protection Act shall apply to all staff and doctors. It is the Associate duty to comply to the law.

No patient data/models shall leave the clinic especially personal data and financial information.

The doctor may download and store a copy of picture /radiograph to his/her personal lab top processing by the proprietary software (such as POS) and be responsible for it. A master copy should be stored at the clinic's computer under the patients' respective subdirectory/folder.

The Associate may not disclose either during or after the termination of The Associate services any information of a confidential nature relating to patients of the practice or the business affairs of the practice unless expressly authorized by the clinic.

The Associate may not disclose any other information of a confidential nature in respect of which the Clinic owes an obligation of confidence to any third party during The Associate services except in the proper course of The Associate services, or at all after the termination of The Associate services.

Information in the dental practice is deemed to be confidential, trade secrets or proprietary to the owner and may not, therefore, be appropriated by the associate for his or her own benefit and the owner's detriment.

Indemnification. The agreement should address each dentist's responsibility to the other should one party be held responsible for (i) any malpractice liability resulting from the treatment of patients by the other dentist or (ii) any non-malpractice liability resulting from negligent acts by the other dentist.

Patients' Charts and Records. Many health care professionals have the incorrect perception that they can "own" patients' charts and records. The dentist is solely a custodian of the information acquired by the dentist during the course of the dentist-patient relationship and, therefore, has no ownership of such information. The agreement should clearly state, however, that all patient information is confidential and may not be used by the associate for any purpose inconsistent with or in breach of any of the provisions of the agreement. The dentist must do his own E & D and independent judgment, not rely solely on other person's charts & records.

All new patients and patients last visit more than 6 months must have medical history AND dental charting filled and updated

Business Related Expenses. The agreement should detail what business related expenses are the sole responsibility of the associate and which expenses are to be paid for or reimbursed to the associate by the owner. Professional license fees and association membership

fees, automobile expenses, entertainment and promotion expenses, continuing education expenses, malpractice insurance, health, disability income and life insurance are expenses which should be addressed in this agreement.

Compensation to Associate. The agreement should carefully define the method by which the associate is to be paid. For example, as previously discussed in part one of this article, there are numerous variations of compensation including a flat per day salary, a percentage of the associate's daily gross production, or a percentage of the associate's monthly collections. The frequency with which the associate shall be paid must be stated as well as any financial responsibility by the associate for laboratory fees or defective dentistry. Any bonus provisions as well as the means by which such bonus is to be computed should also be clearly drafted.

Duties by Owner and Associate. The agreement should specify the associate's duties with regard to the rendering of dental services as well as the associate's duty, if any, to become involved in administration and management concerns. The owner's duties should be clearly set forth including, but not limited to, any promises of patient distribution and providing hygienists, chairside assistants or business office staff to perform billing and collection services.

Status of Associate Dentist. The clinic shall treat and the associate/associate agreed to be treated as independent contractor. The right to control and direct service providers conformed to clinics' operational needs shall be part of legitimate independent contractor relationship shall not be view as establishment of employment relationship.

Schedule and Location of Services. The agreement should explicitly state the number of days per week of work, the hours that the dental office is open, and the associate's responsibilities, if any, for weekday and weekend emergency coverage. If the owner has multiple offices, the agreement should also indicate if the associate has any responsibility to be available to render dental services at the satellite office locations as well.

3. Malpractice Insurance. The agreement should explicitly state the obligation by both dentists to maintain malpractice insurance, the limits of such coverage, and any unusual or special provisions (for example, coverage for nitrous oxide, orthodontics, implants).

The dental associate contract is the legal agreement between the dental associate and the dental practice that the dental associate works for. It is almost always in written form and binds both parties to the mutual covenants defined in the written agreement. It should serve to protect both the dental associate and dental practice by defining the terms of their relationship.

The dental associate contract should represent a fair balance between the dental practice's concerns and the dental associate's concerns. The primary dental associate concerns are:

- to be fairly reimbursed for the time worked as an associate dentist
- to be given an opportunity to master a significant number of new dental procedures
- to be allowed enough time to properly complete dental procedures

The primary dental practice concerns are:

- to be assured that the dental associate will not steal patients. This concern is usually addressed with a restrictive covenant written into the dental associate's contract. This concern also extends to patient records and patient information.
- to know that every procedure performed by the dental associate meets the minimum standard of care
- to know that the dental associate will be providing dental services to the practice's patients for an agreed upon time

Restrictive Covenant

A restrictive covenant restricts the dental associate from practicing a fixed distance from the dental practice after termination of the dental associate contract. It is for a specified period of time, usually two years, after termination of the associate's working relationship with the dental practice.

When a new dentist joins a dental practice, the new dentist has no equity to bring to the practice and essentially offers his or her services. The dental practice owner, however, has accumulated significant costs to develop and maintain a loyal family of patients. It often takes years to cultivate a stable patient base. This patient base relationship represents a significant equity since it will most probably generate a significant income over the years.

Standard of Care

The standard of care is a legal term that is often used in dental malpractice cases. It is the minimum level of care that is acceptable in a given community and is defined by the dentists in that community. Basically, violation of a dental standard of care is a serious screw up and an obvious wrongdoing. Another dentist must claim that The Associate care was below the minimum level of acceptability.

Refund

Refund to patients shall be shared by the clinic and associate based on the profit sharing ratio. Refund shall not be born by the clinic if the refund is

- i) due to negligence of associate
- ii) failure of associate to follow standard operating protocol or minimal standard of care
- iii) failure of associate to perform proper inform consent

Changes to the terms of services

The Clinic reserves the right to make reasonable changes to any of The Associate terms and conditions of services.

The Associate will be notified of minor changes of detail by way of a general notice to all associates and any such changes take effect from the date of the notice.

The Associate will be given not less than two weeks' written notice of any significant changes which may be given by way of an individual notice or a general notice to all associates. Such changes will be deemed to be accepted unless The Associate notify the Clinic of any objection in writing before the expiry of the notice period.

After due negotiations, if the associate cannot accept the new terms and conditions, he/she should terminate the terms of reference with enough notice.

BY Laws, updates, modification of the agreement

Bylaws, updates or modification the the agreemens shall be sent to the associate in written.. It will be enforced in 3 months+ 7days after publishing.

If the assocaita cannot accept the bylaws/ updates/modification, the assiciate should object the update in written within 7 days of the publish date . The consensus cannot be achieved, the associate should offer to exit/resign by the 7th day of the publish date with 3 months notice.The associate is deem accepting the updates after the 3 moths + 7 daysafter publish date, if the assicate chose to continue working.

TERMINATION

Termination without cause: Agreement may be terminated by mutual consent of both parties, OR by either party giving to the other party at least 3(THREE) months of notice in writing or average payment in lieu of such notice without assigning any reason thereof.

Termination for lack of funding or authority. The clinic may terminate this contract effective upon delivery of written notice to associate, or on any later date stated in the notice, under any of the following conditions:

1) If funding from the clinic's reserve, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

3) If any license (personal APC or corporate licenses), permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed. Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

3)Termination of associate due to

i.)Improper conduct that caused lost of the the patient under the governing acts

ii)Improper conduct that caused lost the clinic under the prevailing office policy

iii)failure to meet the minimal standard of care

After the due investigation the associate might be terminated immediately on the ground of summary dismissal with no compensation.

Termination for cause. Clinic by written notice of default to associate/associate may terminate the whole or any part of this contract:

i. If associate/associate fails to provide services required by this contract within the time specified or any extension agreed to by the clinic; or

ii. If associate/associate fails to perform any of the other provisions of this contract, or so fail to pursue the work as to endanger performance of this contract in accordance with its terms.

iii. The rights and remedies of clinic provided in the above clause related to defaults by ASSOCIATE are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4)Termination due to winding up of the clinic or permanent disability or death of ASSOCIATE.

5) For ease of calculation any payment in lieu of termination notice shall be counted as RM40 per hour.

TERMINATION DUE TO SHORT DISTANCE COMPETITION

During the service period, the associate is voluntary agreed he/she may not compete (as an stakeholder/shareholder/investor or worker in other dental establishments (with or without license), with or without wages/compensation) in a geographic area within 500 (Five hundred) METRES radius of the clinic(s) that the associate registered (according to Annual Practising certificated) using clinic address(es), during the who term of service. Failing which, the associate shall deem to breach the agreement or self terminated IMMEDIATELY and the the following payment is immediately payable by the associate to the clinic:

1)3 months average gross income refer to last 3 months payment voucher, and

2)Compensation under the term COVENANTS NOT TO COMPETE, minimal RM75,000(Seventy Five Thousand)

EXIT ROUTE, CONDUCT BEFORE, DURING AND AFTER RESIGNATION/TERMINATION

During the 3 months notice period the working hours shall not be less the average hours for the immediate previous 3 months (or average monthly payment if worked less than 3 months) before the notice, or it will be considered as short of notice and payment in lieu of notice is required. During this 3 months minimal guarantee of payment shall cease to apply.

Handover: Long cases eg orthodontic, implants patient shall be handover to a competence colleague within 30 days of notice and handover before last week of working.

The resigning associate is encouraged to still take on deposit cases. However, it is the duty of the associate to finish all the deposit/unfinished cases and make arrangement to transfer to the other doctors at the same clinic. If the pregnant patient please indicate she is willing to finish the treatment during her pregnancy and The payment shall be cleared after the deposit cases are finished and the clinic received all lab cost or other doctors' cost to clear the deposit cases. Termination of non-attending patient shall follow the protocol of: 1) Notice of at least 14 days given, by phone, by SMSes, or if all failed, by courier.

2) A clear calendar date of deadline should be given.

3) Pregnant patient the deadline should be set 1 month after full moon (i.e. 6 week after due date/birth date).

It is The Associate duty to followup with the patients or take necessary steps to recover any debts by the patients. . All unfinished deposit payment or balance owed by patients should be submitted to claim on The Associate last submission claiming (which is within 30 days of The Associate last working day), after that no claims shall be entertained.

The associate is prohibited from soliciting or endeavouring to entice away from or discouraging from dealing with, the clinic or any person who is a staff, dental nurse, employee, customer, client, service provider, independent contractor, supplier, vendor and patient of the clinic.

The associate whether by himself, his agents, servants, employees or any one of them or otherwise howsoever be restrained restraining them from:-

Applying to the Malaysian Dental Council for an Annual Practising Certificate at any premise of dental practise other than the U Dental or any premises of intended dental practice other than the U Dental, within a five (5) kilometre radius of the dental clinics operated by the U Dental. However, if a practice address is available on the first APC at the start of service, the address shall not be restrained.

There should be no attempt to transfer existing patients out of the clinic unless there is a written approval from the Clinic. The associate shall restraint for luring the existing patients to the new location(s).

If a patient (e.g. orthodontic and implant patients) is continuing treatment with the associate at the associate's new location (upon patient request or what so ever reason), it is profit sharing arrangement still apply. (Only different that the percentage will shift: the associate shall paid the clinic about 40% minus lab cost ect like the associate used to, and the associate retains about 60% with the obligation to pay all expenses like the clinic did) , which the obligation is laid on the resigned associate's to itemized the account and pay to the clinic before 20th day of each month). Failing to do so in full the associate shall pay to the clinic 5 (Five) times of the evaded amount and 1.5% monthly compound interest until the amount is fully paid to the clinic. The associate shall permit the clinic access to patients' account if so requested to the associate, within 7 days of such request in written.

NOTICE OF POTENTIAL CLAIMS

ASSOCIATE agrees to promptly notify CLINIC of all potential claims that arise or result from this contract. ASSOCIATE shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to CLINIC the opportunity to review and inspect the evidence.

CLINIC AUDIT

All records, regardless of physical form, and the accounting practices and procedures of ASSOCIATE relevant to this contract are subject to examination by the CLINIC or Auditor's designee

REPAYMENT

CLINIC will not make any advance payments before performance by ASSOCIATE under this contract.

COMPLIANCE WITH LAWS and NON-DISCRIMINATION

ASSOCIATE agrees to comply with all applicable laws, rules, regulations and policies, and its subsidiary bylaws and regulations These acts including but not limited to:

1. Dental Act
2. PRIVATE HEALTHCARE FACILITIES. AND SERVICES ACT 1998
3. Atomic Energy Licensing Act 1984 (Act 304), Atomic Energy Licensing (Licensing) Regulations 1986, Atomic Energy Licensing (Basic Safety Radiation Protection – BSRP) Regulations 2010 and Atomic Energy Licensing (Radioactive Waste Management) Regulations 2011

Associates shall agree to comply with laws relating to none discrimination, accessibility and civil rights.. ASSOCIATE shall have and keep current at all times during the term of this contract all licenses and permits required by law.

INDEPENDENT ENTITY

ASSOCIATE is an independent entity under this contract and is not a CLINIC employee for any purpose, including the application of his/her OWN EPF and Socso contribution. ASSOCIATE retains sole and absolute discretion in the manner and means of carrying out ASSOCIATE'S activities and responsibilities under this contract, except to the extent specified in this contract.

WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this contract belong to CLINIC and must be delivered to CLINIC at CLINIC'S request upon termination of this contract. ASSOCIATE agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of Malaysia and assigns to CLINIC all rights and interests ASSOCIATE may have in the materials it prepares under this contract, including any right to derivative use of the material. ASSOCIATE shall execute all necessary documents to enable CLINIC to protect its rights under this section.

COMPLIANCE WITH PUBLIC RECORDS LAW

ASSOCIATE understands that the CLINIC must disclose to the public upon request any records it receives from ASSOCIATE. ASSOCIATE further understands that any records that are obtained or generated by ASSOCIATE under this contract, except for records that are confidential Personal Data Protection Act, under certain circumstances, be open to the public upon request. ASSOCIATE agrees to contact CLINIC immediately upon receiving a request for information under the open records law and to comply with CLINIC'S instructions on how to respond to the request.

CONFIDENTIALITY

ASSOCIATE agrees not to use or disclose any information it receives from CLINIC under this contract that CLINIC has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by CLINIC. CLINIC agrees not to disclose any information it receives from ASSOCIATE that ASSOCIATE has previously identified as confidential and that CLINIC determines in its sole discretion is protected from mandatory public disclosure. The duty of CLINIC and ASSOCIATE to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

ATTORNEY FEES

In the event a lawsuit is instituted by CLINIC to obtain performance due of any kind under this contract, and CLINIC is the prevailing party, ASSOCIATE shall, pay CLINIC reasonable attorney fees and costs in connection with the lawsuit.

JURY TRIAL

CLINIC does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings.

FORCE MAJEURE

ASSOCIATE will not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond ASSOCIATE'S reasonable control and ASSOCIATE gives notice to CLINIC immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

RENEWAL

There is no scheduled termination date nor provision for renewal. New terms and conditions shall be negotiate for new agreement. If the associate does not agree with such new terms and conditions, upon receiving such new terms and conditions, she/he shall terminated the existing contract with appropriate notice. New terms and conditions shall be deems accepted by the clinic and associate and applied after 90 days of written notice.

APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the Malaysia. Any action to enforce this contract must be brought in the District Court of Johor or federal court of Malaysia.

ASSIGNMENT AND SUBCONTRACTS

ASSOCIATE may not assign or otherwise transfer or delegate any right or duty without clinic's express written consent. However, ASSOCIATE may enter into subcontracts provided that any subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. ASSOCIATE is solely responsible for the performance of any subcontractor. ASSOCIATE has no authority to contract for or incur obligations on behalf of CLINIC.

NOTICE

All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the addresses in appendix 1.

SPOILIATION

Shall be dealt with criminal laws and/or civil claims.

Nothing herein shall entitle the Associate to any of the rights or expose him/her to any of the liabilities of a partner or constitute in any way the relationship of partners between the Clinic and the Associate.

Should The Associate have any query, grievance or complaint regarding The Associate services or the terms and conditions relating to that services, The Associate should raise the matter initially with the board of Director

The full disciplinary rules in place in this practice and are set out in Minor and Major Misconducts.

Regulations shall be construed as references to the Health and Personal Social Services General Dental Services Regulations (Northern Ireland).

In this agreement references to any enactment order regulation or other similar instrument shall be construed as a reference to such enactment order regulation or instrument as amended from time to time or as replaced by any subsequent enactment order regulation or instrument.

Standard Operating Protocols and minimal standard of care
As is appendix 2 and standing orders accessible at pc of clinic counters.

GENERAL INTERPRETATION AND DEFINITION

• In usu juris frequenter uti nos singulari appellatione, am plura significari vellemus. (Singular always includes plural.)
Severability: If any section of this document is ruled by a court having jurisdiction to be illegal, invalid or or unenforceable,, such ruling shall not affect the validity or enforceability of validity of the remaining terms of the document. If at any time any part of this document becomes invalid, illegal or unenforceable in any respect, that invalid, illegal or unenforceable part shall be severed from the remainder of the of the document and the validity, legality and enforceability of the remainder of the document shall not be affected or impaired in any way. Further, the invalid, illegal or unenforceable part will be deemed superseded by a valid, legal or enforceable part that most closely satisfies the intention of the original part. The validity, legality and enforceability of the remainder of the agreement shall not be affected or impaired in any way. In fact, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

If any term of this contract is declared illegal the must not be affected, and,

- Entire Contract, MERGER AND MODIFICATION : . No Modifications: This document embodies the whole agreement of the parties. There are no understandings, agreements, or representations, oral or written, provisions, terms, conditions, or obligations other than those contained herein, and this document shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. None of the parties has any authority to be modified, supplemented or amended, waive, alter, or enlarge this contract, in any manner, except by written agreement signed by both parties.
- Time of Essence: Time is of the essence in the satisfaction of all terms of the agreements contracted in this document.
- Illustrations, pictures or any graphical representations, are solely artistic impression and may not applied directly to any particular case.
- Governing acts including any laws that might affect he practice of dentistry and operation of the clinic, but not limited to Dental Act, Dental Bill, Private Healthcare Facilities and Services Act, Guideline from Dental Council, including their amendments, subregulations, directives, orders of the ministers/director general


SIGNED _____ DATE _____

I CONFIRM that I have received the original statement of terms of associateship details relating to my appointment of which this is a copy.

SIGNED _____ DATE _____

The clinic: Taman U Dental Surgery Sdn. Bhd. , or its branches U Dental Center
Address: 26A, Jalan Kebudayaan 1,Taman Universiti, 81300 SKUDAI.
Tel/Fax: 07-521 1111

The associate: _____

Appendix 1	*If this agreement is not accepted/signed, the hard copies should be shredded and soft copies be deleted from all storage devices.
Position/Title:	ASSOCIATE Dental Surgeon
Date of Commencement:	
TERM OF CONTRACT and Date of Termination:	Unspecified term and date until termination by either party.
DENTAL SURGEON'S Name: NRIC:	Signature: Date:
WITNESS Name: NRIC:	Signature: Date:
Dental Surgeon's Address Dental Surgeon's Telephone Number:	
Clinic's Authorized Signature: Name: NRIC:	Signature: Date:
WITNESS Name: NRIC:	Signature: Date:
 <p>CLINIC Names and Addresses:</p> <p><input type="checkbox"/> Taman U 大学城: 26A, Jalan Kebudayaan 1, Taman Universiti, 81300 SKUDAI. Tel/Fax:607-521 1111, 607-5208508. SMS: 6014-888 9000</p>	<p>PUSAT PERGIGIAN U 优牙科中心 U DENTAL CENTER</p> <p>Operated By : TAMAN U DENTAL SURGERY SDN. BHD.(612418-V)</p> <p><input type="checkbox"/> Bukit Indah 武吉英达: 65, Jalan Indah 16/12, Taman Bukit Indah , 81200 Johor Bahru. Tel: 072342000 HP: 6014-508 0000</p> <p><input type="checkbox"/> U Dental Specialist Clinic 优牙科专科诊所 Klinik Pakar Pergigian U 65A, Jalan Indah 16/12, Taman Bukit Indah, 81200 Johor Bahru. Tel: 607-234 2000 SMS: 6014-508 0000 HP: 6019-500 6 900</p>
Director's Name: Dr. Leong Chee San	Signature: Date:

Appendix 2:
Standard Operating Protocols:

Good Practice and expected minimal standard of care

Financial

Maintain minimal per hour rate x4 i.e minimal RM160 charge per hour, counted at month ends

Charge material cost separately eg sutures, surgical burs

Monitor own cost and deduct when counting deposit claim.

First time deposit must cover minimal lab cost/material cost or clinic shall claim back the lose.

Patient Records

Patient records include the patient's hard copy chart, computer accounting, photographs, models and dental laboratory prescriptions. Access and control of these dental patient records is a big issue before, during and after a professional association. The dental practice purchased the charting materials, paid staff to transfer information to a computer data base and paid staff and paid rent to up keep and store these patient records. The patient records are undoubtedly the property of the dental practice, not the dental associate. Removing patient records from a dental practice without clearly having permission could possibly be considered a criminal act. The practice owner will almost always guard these records since they represent the practice's equity. However, there are serious issues related to the dental associate's access to these records during and after an association.\

The proposed treatment must be entered to the "Next Visit" which the counter will print to the patient. The is not necessary to record (To come again, TCA) in the treatment notes if Next Visit is already entered.

Defensive Dentistry:

It is the duty of the associate doctor to give the forms/leaflet to patient as part of the risk management and duly recorded in the computer:

When	Leaflet	Note
Extraction, Minor oral surgery, any wound	Extraction paper/Wound aftercare	Include post-operative instruction, out-of-office hour helpline
Denture, Bridge, Implant	Missing teeth paper + implant paper at the back	Any bridges cut is negligence without mentioning the possibility of implant
Taking Denture Model	Denture paper	Included the term of the reference if there is any dispute. Clinic shall not bear any refund and the assocaitte shall bear the lab cost if this indorm consent or terms of reference is not givento patient befor taking models.
Crown/veneer	Crown paper, Veneer Paper	Included the materials, process, price range
Endodontic	RCT Paper	Included possible adverse outcome 9eg. Separated instruments) , process, price range
Wisdom Tooth or Impacted tooth Removal	Wisdom tooth Paper	Included possible adverse outcome, process, price range
Scaling, Root planning	Gum paper	Introduction to the disease process and possible treatment
Whitening	Bleaching paper: In-office or home use. Bleaching informed consent	Limitation of warranty, terms of no gurantee, possible side effect eg sensitivity, mucosa chemical burn etc
Taking Ortho Models, CEPH	Ortho Paper	Brief introduction on all aspect of braces
Orthodontic Treatment Planning	Ortho Agreement (including financial) , Ortho book in varies language	Details before starting ortho
Implant Treatment Planning	Missing Teeth Paper Implant Agreement (including financial arrangement)	List of options and alternative, risks, materials, time line etc.

USE OF IT FACILITIES

The associate should have proper training before using any instruments or equipment but there is not the ability nor the responsibility of the clinic to provide or ensure such training is adequate The associate should not attempt any procedure that he/she is not convince and not adequately trained for.

All facilities should be used for the intended purpose according to the user/operation manual

No clinic database/file shall be out of the clinic physically through any media (disk, thumb drive, etc) or transmitted through internet without written approval from the management.

If a patient photos are downloaded to the computer, the name of the photos shall be change to the format of yyyyymmddnnss. The associate doctor may save a copy of the photos his/her laptop/computer for processing, without removing the original copies in the computer.

No saving of documents in the database server (usually V drive). Export of radiograph is not allowed to be saved on the database server. Saving of documents should be on the local drive C. The doctor may create a subdirectory using his/her initial. No saving of documents on the desktop screen, other than program shortcuts.

Respect the multi-user environment and sharing of information

Charges should be enter into the computer (and saved by closing the collection form or click "ready to charge") before asking the counter to charge. Any amendments of the charges is disallowed, unless the counter staff are notified immediately.

Clinical note should be enter into the computer and saved immediately before refer to other doctors.

Any changes after a command of charge/refer should notify the counter immediately.

The doctor who last treat the patient has the command to ask the counter to charge. The doctors before that need to make sure everything is entered properly before transferred to other doctor.

The associate is prohibited from destroying, tampering with, taking away possession by use of force or otherwise, the property of the staff, dental nurses, employees, customers, clients, services providers, independents contractors, suppliers, vendors and patients of the clinic.