



DENTAL ASSOCIATE AGREEMENT

DISCLAIMER

The Irish Dental Association, its servants or agents do not accept any responsibility for any loss or damage occasioned by any person acting or refraining from acting as a result of the material in this document. Professional advice, including as appropriate legal, accountancy, actuarial and insurance advice should be sought independently.

THIS AGREEMENT is made on the date set forth in Part 4 of the Schedule hereto between **THE PARTY OR PARTIES** more particularly described and set forth in Part 1 of the Schedule hereto (hereinafter called “the Practice Owner”) of the one part and **THE PARTY** more particularly described and set forth in Part 2 of the Schedule hereto (hereinafter called “the Associate”) of the other part.

RECITALS

WHEREAS:-

- A. The Practice Owner carries on the practice of dentistry at the Surgery Premises set forth in Part 3 of the Schedule hereto (hereinafter called “the Surgery Premises”).
- B. The Practice Owner and the Associate are both self employed and independent of each other. However the Practice Owner and the Associate have agreed an arrangement set forth in this Agreement on foot of which the Associate can carry on practice as an independent practitioner at the Surgery but subject to the payment to the Practice Owner of a contribution to the overheads of the Practice Owner on terms and conditions more particularly set out herein.

WHEREBY IT IS AGREED AS FOLLOWS:-

- 1. The Agreement shall commence on the date set forth in Part 4 of the Schedule hereto and shall continue until determined in accordance with the provisions hereof;

OR (for Fixed Term contracts) :

- 1. The Agreement shall commence on the date set forth in paragraph 4 of the Schedule hereto and shall continue for a period of 12 months from the date thereof.¹

¹ If this clause is used, then also insert clause 14.1.3

2. Nothing herein contained shall entitle or expose the Associate to any of the rights or liabilities of a Partner nor constitute in any way the relationship of Partnership between the Practice Owner and the Associate, he being an Independent Contractor solely responsible for his Pay Related Social Insurance and Income Tax liabilities;
3. The Associate will faithfully and to the best of his/her skill carry on the business of dental practitioner and shall be responsible and liable for the provision of dental treatments to patients of the Practice Owner to the highest ethical and clinical standard;
- 4.1 The Practice Owner grants the Associate a temporary licence for the duration and term of this agreement for the sum of €1.00 (receipt of which is hereby acknowledged by the Practice Owner) to use the Surgery during Surgery opening hours (set out at 4.2 below) and the Surgery premises and equipment therein provided always that such licence is non exclusive and is for the temporary convenience of the parties only and nothing in this agreement shall constitute a tenancy in respect of the Surgery.
- 4.2 The Practice Owner shall cause the Surgery to be available at the following times, except on days agreed by the parties to be holidays and the Associate shall use every reasonable endeavour to utilise the Surgery for the following times:
Monday - Friday () – ()²
5. During the continuance of the Agreement the Associate shall:-
 - a. When acting as Associate observe and conform to all regulatory requirements and professional standards of or affecting the Dental Profession;
 - b. Not disclose to another party save persons having lawful authority to acquire such disclosure any confidential information or information of a confidential nature of or concerning the practice or its patients or affairs;
 - c. Attend to all cases with all reasonable promptitude and exercise all reasonable skill in the treatment given and prescribed;
 - d. The Associate is in practice on his own account and shall keep and render fair and accurate accounts of all professional business fees paid and all patients attended and all other business done by him and of all monies received by him . The Associate shall maintain the Associate's own business account and shall operate a policy arrangement with the Practice Owner whereby the Associate shall upon

² Insert times

demand pay the agreed percentage of net income as set out in Part 5 of the Schedule to this Agreement received from the Associate's patients at the Surgery premises to the Practice Owner without deduction except as may be authorised by the Practice Owner or otherwise required by law. The Associate shall produce copies of his accounts to the Practice Owner upon request verifying such payments.

- e. The Associate shall complete treatment plans for patients solely and exclusively under his/her own care (unless otherwise agreed with the Practice Owner) and shall not attend any of the Practice Owner's patients or of any other dentist in the practice otherwise than on the Practice Owner's behalf or on behalf of any other dentist in the practice. If the Practice Owner requests treatment of his/her patients then the Associate shall exercise proper professional skill and diligence in the rendering of his services and in such circumstances the Associate shall make and collect from patients such charges for attendance as may be prescribed/agreed with/by the Practice Owner.
- f. The Practice Owner shall not place any restriction on the patients that the Associate may attend or the types of treatment that he/she may provide, provided always that the Associate shall have due regard to their professional competency.
- g. The Practice Owner may introduce to the Associate patients desirous of dental advice or treatment but the Associate shall be under no obligation to accept for advice or treatment any patient so introduced and vice-versa.
- h. Pay all fines levied on the Associate or in respect of the Associate's patients by the Ministers for Health or Social and Family Affairs under any Health Scheme
- i. The Associate shall be exclusively responsible for providing remedial care for failed treatments for patients the Associate has treated ;
- j. Pay all of his / her laboratory fees incurred which shall be deducted from any fees payable by the Associate;
- k. If appropriate register with the Department of Health under the D.T.S.S. Scheme and the D.T.B.S. Scheme if so requested by the Practice Owner;
- l. Attend all practice meetings as required;
- m. Treat all members of staff in a courteous and respectful manner;

- n. Adhere to the Health and Safety policy of the practice (see Part 8 of this Agreement);
 - o. The Associate may provide and appoint a suitably qualified Locum to cover any planned absences and shall notify the Practice Owner of such proposed Locum arrangements.
6. It is hereby expressly acknowledged that all patient records and charts are the property of the treating dentist but shall be retained at the Surgery Premises and in the event of any move in the Surgery Premises the Associate shall be notified and furnished with copy records upon request. The Associate shall be provided with ready access to such records upon request and such records shall be maintained in the case of adults for a period of 8 years. In the case of children and young adults, records must be kept until the patient's 25th birthday; or their 26th birthday if the young person was 17 when they finished treatment. If a patient dies before their 18th birthday, records must be kept for eight years. The original records and charts shall be maintained and stored securely at the Surgery premises;
7. All payments and correspondence must be carried out through the Surgery address unless otherwise agreed;
8. The Surgery facilities will be available to the Associate from the time set forth in Part 6 of the Schedule hereto or such other time or times as may be agreed between the parties;
9. Practice emergency cover arrangements are set forth in Part 7 of the Schedule and the Associate will take part in these arrangements on the same basis as other members of the practice.
10. The Associate will be entitled to engage in Dental practice on his or her own account or as an independent contractor with any other person in any period outside the period spent at the Surgery provided the location of such work is more than [] ³ distance from the Surgery.
11. Both the Practice Owner and the Associate must be registered with the Irish Dental Council and have appropriate indemnity insurance and the Associate shall furnish written

³ Specific legal advice should be taken on the appropriate geographical and time limits to ensure compliance with the competition regime

evidence of such registration and the existence of such indemnifying insurance to the Practice Owner upon being called to do so.

12. Fee Sharing apportionments referred to in Part 5 below will be carried out by the Associate monthly in arrears and in any event no later than by the _____ day of the following month. Copies of all relevant records and calculations will be available to both parties;
13. The Associate acknowledges that he is an independent contractor taking total clinical responsibility for all patients treated by the Associate and the Associate has no claim to any goodwill relating to patients treated while working with the Practice Owner. The parties agree that for good housekeeping the records relating to such patients while in the Associate's care shall be kept and stored securely in the manner set out in Clause 6 above. However, upon the termination of this Agreement all patient records and other details relating to the patients shall be transferred to the Practice Owner or to a practice member approved by the Practice Owner who shall have the responsibility of the continuing care of such patients;

Termination

- 14.1 Subject to 15.3 either of the parties shall be entitled to terminate the Agreement:
 - 14.1.1 on 90 days written notice to the other; or
 - 14.1.2 in the event of a material breach by such other party of any of the provisions of this Agreement, on 5 days written notice to the other, unless (at the discretion of the non breaching party) such breach is remedied (if capable of remedy) within the period of this notice.

OR (for use with Fixed Term Contract only) :

 - 14.1.3 on expiry of the fixed term set out in clause 1 to this Agreement.
- 14.2 On termination of this agreement the Associate shall not circulate to the patients any information about the Associates' new practice arrangements. The Associate may only give such information in response to a patient's request.;

14.3.1 In the event the Associate having his/her name removed from the General Register registered by the Dental Council or having his/her Certificate of Registration withdrawn by the Dental Council or having his/her certificate in practice made subject to material conditions fixed by the Dental Council then this contract for services may be terminated forthwith by notice in writing to the Associate. The Associate shall have a duty to inform the Practice Owner of any complaints made against him/her to the Dental Council and the progress of any complaints.

14.3.2 In the event of either Party to this Agreement:

- Being declared bankrupt or applying for petition against creditors; or
- Being declared a person of unsound mind; or
- Being incapable of discharging his/her duties by reason of mental disorder; or
- Being convicted of a criminal offence (other than a minor offence under the Road Traffic Acts);

Then this contract may be terminated forthwith by 5 days notice in writing to the other Party.

15. On termination of this Agreement the Associate shall not practice as a general dental practitioner within a radius of [] of the Surgery premises for a period of [6] months.⁴

16. On termination the Associate will also be required at the option of the Practice Owner to complete treatment for each patient unless otherwise agreed with the Practice Owner.

17.1 Nothing herein shall constitute this Agreement as a Partnership or Joint Venture between the Parties;

17.2 In this Agreement nothing shall be deemed to make the Associate an employee of the Practice Owner, or to make any party the agent for any other party, for any purpose whatsoever.

⁴ Specific legal advice should be taken on the appropriate geographical and time limits to ensure compliance with the competition regime

Dispute Resolution

18.1 If any dispute or difference arises out of or in connection with this agreement the parties shall seek to resolve the dispute or difference amicably by using an alternative dispute resolution (“ADR”) practice acceptable to both parties before pursuing any other remedies available to them. If either party fails or refuses to agree to or participate in the ADR procedure in any event the dispute or difference is not to the satisfaction of both parties with [42] days after it has arisen the dispute or difference shall be referred to arbitration.

18.2 In the event of a referral to an arbitration the arbitrator shall be a signed arbitrator and be agreed upon between the parties or failing agreement to be nominated on the application of either party by the president for the time being of the Irish Dental Union in accordance with the Arbitration Act 2010.

Interpretation

- 19 (i) All reference in this agreement to masculine shall mutatas mutandi refer to the feminine;
- (ii) The captions to the clause in this Agreement are inserted for the convenience of reference only and shall not be considered a part of affect the construction or interpretation of this Agreement;
- (iii) The Practice Owner and the Associate have participated jointly in the negotiation and preparation of this Agreement. If any ambiguity or question of intent or interpretation arises this Agreement shall be construed as if drafted, jointly by the parties and no presumptions or burden of proof shall arise favouring or disfavouring any party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement in the manner hereinafter appearing.

SCHEDULE

PART 1

THE PRACTICE OWNER

Name:

Address:

Email:

PART 2

THE ASSOCIATE

Name:

Address:

PART 3

THE SURGERY PREMISES

PART 4

The date of commencement of this Agreement is the day of 200[]

PART 5

FEE SHARING STRUCTURE

The Associate shall collect all fee income in respect of patients treated by the Associate and shall remit to the Practice Owner the Practice Owners share of such fees which shall be calculated as follows:

(Gross Income of the Associate, Minus Laboratory fees)

“x”%

PART 6

SURGERY FACILITIES

The Practice Owner shall provide a functioning dental surgery fit for the purpose of the practice of dentistry

The Practice Owner shall provide nursing and reception staff.

PART 7

PRACTICE EMERGENCY PROCEDURES

Each party shall be responsible for his own patient’s emergencies out of hours. By arrangement and agreement each party shall endeavour to provide emergency cover

PART 8

HEALTH & SAFETY POLICY

As a Self employed practitioner you will be expected to apply the health and safety policies of the practice and understand your responsibility to the employees of the practice.

SIGNED SEALED AND DELIVERED

by THE PRACTICE OWNER

in the presence of:-

SIGNED SEALED AND DELIVERED

by THE ASSOCIATE

in the presence of:-