

Appendix 11

Example: Independent Contractor Associate Agreement*

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into as of _____, 200_ (the "Effective Date"), by and between Colleen Contractor, D.D.S., an individual ("you" or "your") and Smith and Johnson, Inc., a professional corporation ("Practice,") with offices at 100 Main Street, Anywhere, U.S.A, reflecting an independent contractor association between you and the Practice.

1. **Association.** You will be associated as an independent contractor with the Practice as a general dentist on a part-time basis commencing on _____. The term of your association shall be for _____ months, starting on the Effective Date (the "term"), the association automatically renewable for successive periods equal to the term in length (each a "successive term"), but either you or the Practice shall have the right to terminate your association, for any reason and without liability, upon thirty (30) days prior written notice to the other. Upon termination, you will vacate the premises and promptly remove all patient records and personal supplies and belongings.
2. **General Duties.** As an independent contractor, you will be responsible for scheduling and maintaining office hours to treat your patients, as you deem appropriate. Practice shall not exercise any control or direction over the professional aspects of your providing services, which control and direction shall be your sole responsibility, provided, however, that such services are to be rendered in accordance with the provisions of this agreement and the bylaws, rules and regulations, standards and policies of Practice and any regulatory agency with jurisdiction over matters subject to this agreement. At all times, your services so rendered shall comply with (1) all applicable federal, state, and local laws, regulations and ordinances, (2) the professional standards then prevailing in the community, and (3) currently accepted methods, practices and code of ethics of the American Dental Association. You will maintain memberships in professional societies as appropriate, and attend such professional meetings and continuing dental education programs as may be necessary to maintain your professional knowledge and skills.
3. **Compensation.** You will pay the Practice \$_____ by the [date] of each month for use of one operatory, equipment, office personnel and supplies. [Alternate approach: You will pay the Practice _____ percent (____%) of your gross collections, that is, gross fees billed and collected attributable to services which you perform and complete, less (a) any professional or other discounts which you or the Practice grant, and (b) _____ percent (____%) of the laboratory charges for your production.] As an independent contractor, you will be solely responsible for all billing for services you render, and for all contractual allowances, free care, discounts, bad debts, collections, and costs related to the foregoing.
4. **Responsibility for taxes.** As an independent contractor of the Practice, and not an employee, you will be solely responsible for payments of all federal income and self-employment taxes related to income paid to you by the Practice. By agreeing to become associated with the Practice, you agree to indemnify and hold harmless Dr(s). Susan L. Smith and James S. Johnson personally and the Practice from any personal state or federal tax liabilities you incur.

make the appraisal for this purpose and whose selection and determination shall be final. If prior to the effective date Employer shall attempt to sell the Practice to a party other than Employee, Employee shall have the right of first refusal to purchase the Practice from Employer on identical terms and conditions. Employee's option to purchase or right of first refusal, as the case may be, shall be exercisable by a written notice specifying Employee's intent and delivered to Employer or Employer's representative within 60 days of the event prompting such option or right.

- 11. Miscellaneous.** This letter of agreement includes our entire agreement with respect to your status as an independent contractor and supersedes all oral discussions, which we may have had. This agreement may be amended or assigned by you and the Practice at any time only by an instrument in writing signed by both parties.

This agreement is signed by the parties and effective on the date first written above.

Smith and Johnson, Inc.

Colleen Contractor, D.D.S.

By: _____
Susan L. Smith, D.D.S., President

Colleen Contractor, individually

*This sample agreement is reproduced only as an example. It is intended for familiarizing parties considering entering into such an arrangement. However, this sample should not be used without the services of an attorney. The law varies from jurisdiction to jurisdiction and parts of this agreement may be invalid, incomplete or unenforceable depending upon the jurisdiction in question.