

# Doctors Disability Service Agreement

The purpose of this group is as follows:

- To provide coverage by qualified professional licensed dentists for a member stricken with illness, which has led to a temporary disability and prevents him/her from conducting business as usual.
- To maintain the practice of a disabled member, as specified in this document, until he/she is able to conduct business as usual.
- To provide coverage by qualified professional licensed dentists for a member stricken with a long-term illness/disability and the anticipation of the member returning to conduct business as usual.
- To provide coverage by qualified professional licensed dentists in the event of the death of a member, in order to protect the value of the practice.

## Membership

The group will consist of no fewer than five and no more than 20 licensed dentists.

All members are asked to make their spouse and staff aware of his/her membership and the whereabouts of pertinent information of this group.

If the group has 20 members, and a vacancy should occur, new members will be elected at the first meeting following the occurrence of any vacancy. All members may submit names of potential licensed dentists for membership. The president will review the curricula vitae of all candidates and present the candidates' curricula vitae to all members at the meeting. A vote will be taken at the annual meeting. Curricula vitae will be available to members two weeks prior to the meeting, upon request. New members will be elected by a majority vote of those present at the meeting.

Membership resignations will be accepted at any time upon written notification to the president.

Dismissal procedures will be implemented when a member has:

- A. Two consecutive unexcused absences from the annual meeting
- B. Failure to provide coverage for a stricken member's needs
- C. Not responding to call or correspondence from the disability group
- D. By 2/3 majority vote of those present at a meeting at the group's discretion

All expenses incurred in the operation of the group will be prorated and charges equally distributed to all members. The president will provide accounting for expenses upon request.

Discussion and majority vote at the annual meeting preempts dismissal.

## Meetings

Notification will be sent to members indicating the date and time of the annual meeting to be held each summer, preferably in August. The purpose of the meeting is to foster camaraderie, elect a new vice president and new members, and validate bylaws of the disability group. It is understood that the current vice president will succeed the president to insure a smooth transition from year to year.

Additional meetings will be held at the discretion of the president and/or wishes of the membership. Members will be advised at least two weeks prior to the meeting date.

It is expected that each member will make every effort to attend all meetings of the group.

## Officers

**President:** The current vice president will be installed as the new president for the subsequent year at the annual summer meeting. No member shall repeat as president until all members have had the opportunity to serve the group in this capacity:

### Duties of the president:

1. To direct and coordinate all activities of the group.
2. To maintain the master agreement and all records secured during the vice president year for the group and to pass these materials on to the successor.
3. To act as the liaison between the stricken member, his/her family and office staff and/or physician to determine desire and need for assistance.
4. To act appropriately as a liaison to the following situations:
  - A. Stricken dentist and staff and imminent needs of the practice
  - B. Stricken dentist's spouse and imminent needs of the practice
  - C. Stricken dentist's "financial advisors" (accountant, attorney, banker, etc) and imminent needs of the practice
5. To assign members of the group to a work schedule for the benefit of the stricken member in a fair manner. This duty may be relegated to the stricken dentist's staff; however, the president has mandate power and must insure that the group is cohesive.
6. To communicate with appropriate contact person(s) and re-evaluate the need for continued support on a regular basis.
7. To re-evaluate as necessary the stricken member's needs.
8. To assign a member's office for the provision of after hours' emergency care.

**Vice President:** The vice president will be elected at the annual meeting by a majority vote. No member shall repeat as vice president until all other members have had the opportunity to serve the group in this capacity. The vice president will assume the presidency for the subsequent year at the summer annual meeting.

**Duties of the vice president:**

1. To assist the president in the performance of his/her duties and to assume the duties should the president be unavailable, become incapacitated or resign.
2. To annually review the roster and provide updates to the membership with regard to addresses, phone numbers, etc.
3. To act as secretary and treasurer.
4. In concert with the president, the vice president should update and keep the membership roster, meeting notes and copy of the most current Doctors Disability Service Agreement.
5. Current (within two years) curricula vitae of all members will be maintained by the vice president.
6. Record of all past presidents
7. Record of significant contact person(s) and relevant phone numbers for each member in case of need! (This will be the liaison to act on behalf of stricken member or family)
8. Copy of Malpractice Insurance Practice Location Change Form for each member. This form can be obtained from members' insurance carrier.

**Terms of coverage**

The stricken member, his/her spouse or his/her legal representative must initiate requests for assistance before coverage will be authorized.

Members will be scheduled at the stricken member's office, on a part-time basis, according to their availability and convenience.

In event of disability the following provisions will take effect:

- If a temporary disability, which prevents him/her from performing functions in his/her practice for at least seven calendar days, the stricken member shall receive up to 90 calendar days of assistance. The president acts as the liaison between the stricken member's office personnel/spouse or legal representative and the membership.
- If a temporary disability results in a second disability an additional 30 calendar days of coverage beyond the original 90 calendar days may be requested. All pertinent facts will be presented to the membership and majority rule shall determine whether or not to extend coverage an additional 30 calendar days.

A Long Term Illness/Disability is defined as a disability, which prevents him/her from performing functions in his/her practice for, over 90 calendar days. In the event of a long-term illness/disability, the president will assist the stricken member, spouse or legal representative. The president and the group will assist the stricken member with the sale of the practice and/or the hiring of an associate. The membership could provide coverage for a period up to 90 calendar days, or until the practice is sold, whichever occurs first. The stricken dentist may request an additional 30 calendar days of coverage beyond the original 90 calendar days. All pertinent facts will be presented to the membership and majority rule shall determine whether or not to extend coverage an additional 30 calendar days.

In The Case Of Death, immediate coverage may begin by the membership. In such a situation the membership may act as support for the practice and the family of the deceased member. To protect the family from destruction in value of the practice due to a member's death a team that includes an accountant, attorney, lender, landlord, staff, dental practice broker and family representatives (executor or administrator of a dentist's estate) should be formed. The membership could provide coverage for a period up to 90 calendar days, or until the practice is sold, whichever occurs first.

Pregnancy and childbirth is not considered a disability and is not considered as part of this agreement.

Diagnosed drug abuse by a member shall not be considered a disability.

**Services**

All dental services will be performed in the stricken doctor's office. The disabled dentist will be responsible for providing all reasonable materials and office maintenance. If so desired, members may bring any supplies, instruments and/or staff at their own expense when providing assistance at a stricken member's office.

Appropriate measures (professional judgment and expertise) should be taken by the visiting dentist and conferring with the practice liaison regarding specialty referral.

Specialty care (e.g. orthodontics, oral surgery, endodontics, surgical placement of implants, etc) that may be provided by the stricken dentist will not be covered; the covering member dentist will only provide what is considered "general dentistry."

The stricken member will be responsible for any and all office expenses incurred during the period of assistance. All income generated will be assigned to the stricken doctor's practice. The stricken member's office staff will be responsible for all billing, collections and other office functions that would normally be performed in the presence of the stricken doctor. The office staff is expected to be as cooperative as possible with the substitute doctor.

Office staff will notify each patient, preferably in advance, of the general circumstance surrounding the absence of the member-doctor and give the identity of the substitute dentist, as per the schedule provided by the president.

