

**California Dental Association**  
**Practice Interruption Guidelines**

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**Preface**

The Council on Membership Services of the California Dental Association has prepared **Practice Interruption Guidelines** for use by component societies, component study clubs, or individual members. It is hoped that the need for such guidelines will be infrequent, but in the event that unforeseen occasions arise, the council offers the following with the intent that they may be of assistance.

The council extends its appreciation to Dr. Robert Bellin, oral and maxillofacial surgeon in Chico, California and president of the Northern California Dental Society, 1991/92, and to Dr. Kimball Bond, endodontist in Chico, California, both of whom personally had friends with tragedies in their lives that prompted them to produce a Practice Interruption Guidelines for their Society that was approved by the Northern California Board for publication, then revised by CDA and distributed, as it now stands, to its membership.

# Practice Interruption Guidelines

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## Introduction

Practice interruption, whether resulting from death or disability, is not uncommon in dentistry. Events which prohibit maintaining the continuity of a dental practice can be most effectively managed if adequate preparations have been made in advance. These guidelines have been compiled to assist in the difficult task of disposing of a practice, and may be utilized as necessary by the appropriate parties (disabled practitioner, spouse, executor, etc).

## SECTION 1

### Gather Information

Prior to any unexpected event such as death or disability, it is important to be adequately prepared and organized. **Making the Most of Your Money: Smart Ways to Create Wealth and Plan Your Finances for the 90s** by Jane Bryant Quinn (Simon & Schuster; 1991) is an excellent resource to assist with financial planning and organizing. In addition, organizing the following with a spouse or other appropriate person may be helpful:

1. Personal records such as listing all bank accounts, safe deposit boxes, credit cards, location of will, etc.
2. All practice accounts and relevant data.
3. All income tax records.
4. Profit and loss statements for the past three years.
5. All lease agreements pertaining to the practice, equipment, building, etc.
6. Personal insurance information (life, medical, etc.) including policy numbers.
7. Practice insurance information (malpractice, office overhead, disability, etc.) including policy numbers.
8. Supply and equipment inventory.
9. Staff information, including names, positions and wages.
10. Fee listing.

Both spouses should be aware of the financial obligations of the marriage as not knowing this information places more strain on the surviving spouse. Take time to discuss the aforementioned information with your spouse or other appropriate person. Included in your lists should be telephone numbers of accountants, lawyers, and other advisors. Also, be aware of all investments and loans and the mortgage payment schedule. It is important to remember that the surviving spouse should not feel pressured to make any immediate major financial decisions such as large purchases, donations or investments as the stress of grieving can affect one's judgment. The following is suggested as steps to take immediately after the death or disability of a practitioner.

## **1. Notify all Concerned Parties**

These may include staff members, an associate (if any), and the practitioner's personal attorney and accountant.

## **2. The Licensing Board**

The licensing board should be notified in the event of a practitioner's death. Additionally, many boards have provisions for disabled dentists. In California, a dentist who is disabled and unable to practice need not comply with continuing education requirements upon certifying to the board that he/she is eligible for such a waiver. Contact the California Board of Dental Examiners at (916) 263-2322.

## **3. The Local Dental Society**

:Contact the local dental society. In the event of an unexpected practice departure, the dental society can often assist in finding volunteer dentists to maintain the practice for a short time. Additionally, call the Membership Records Department at the California Dental Association. Disabled dentists may qualify for a reduced dues rate while still maintaining association membership, thus retaining eligibility for insurance, etc. Contact CDA Membership Records at (800) 736-7071, extension 4170. In the event that the death or disability causes an extreme financial hardship for either the disabled dentist or the surviving family, contact Membership Services at the California Dental Association. Emergency ADA/CDA relief funds may be available to those who qualify. Contact CDA Membership Services at (800) 736-7071, extension 4240.

## **4. The Malpractice Carrier**

Contact the dentist's malpractice carrier in the event of a death or disability. The carrier may have provisions for those unable to practice temporarily.

## **5. Disposition of the Practice**

It is important to remember that a practice can lose its value quickly after a dentist's death. This requires that the survivors act as quickly as possible in coordinating volunteer dentists until the disposition of the practice is final. If the practice is to be sold, contact a broker as soon as possible. A broker will act much as a real estate broker does in that he/she will evaluate the value of the practice and assist in its sale. Contacting the broker (if applicable) should be done immediately because his/her job is complex, time-consuming, and requires proper preparation. If the practice is to be closed, remember that patients must be allowed access to their records. Check with the dentist's liability carrier for their recommendations as to the length of time records should be kept. Before storing records, however, it is advisable that you notify patients that they may obtain copies at a particular location and time.

## **Resources**

### **1. Directory of Dental Practice Appraisers and Valuers**

This publication, available from the American Dental Association, lists valuation resources for dental practice sales. Contact the ADA by calling (800) 621-8099, extension 2895.

### **2. California Dental Association Journal**

The CDA Journal contains classified advertisements regarding practice sales or practice positions. Contact the CDA Journal classifieds by calling (800) 736-7071, extension 4610.

### **3. The Local Dental Society**

The local dental society can help schedule volunteer or replacement dentists until the disposition of the practice is finalized.

### **4. CDA's Professional Placement Registry**

CDA maintains listings of those seeking a position/practice for sale and a listing for those who offer such positions or opportunities. This information is available to CDA members. Call (800) 736-7071, extension 4220 for information about the Professional Placement Registry.

### **5. Specialty Practices**

In the event that you have a specialty practice, you may wish to contact the five California dental schools to advertise the practice among the residents of specialty programs. A listing of the five California dental schools can be obtained by calling CDA Membership Services at (800) 736-7071, extension 4240

## **Meet With Staff In General**

Meet with staff members. Make it clear that staff is needed and that you would like them to stay. Assure them that they still have a job. The continued health of the practice depends on the staff. Explain that their paydays and office hours will remain the same. It is important that the telephone be answered as usual. It is equally important that staff understands that their cooperation in holding the practice together will be important in

working with volunteer dentists. In summary, the staff is extremely important to the viability of the practice as they are able to provide continuity and keep the practice operating.

### **Temporary Arrangements**

Cancel patients until after the dentist's funeral. This will help relieve the office of the pressure of treating patients as originally scheduled and will also help staff members process recent events. The receptionist should then reorganize the schedule so that highest priority patients are scheduled first. In general, patients should be scheduled as follows:

1. Emergency patients
2. Patients in active treatment
3. Patients not in active treatment

Emergencies should be handled in a manner familiar to the office. It is especially important that all patients are confirmed if using dental society volunteer dentists so that the volunteer's time is not wasted. Hygiene days are also extremely important. Call each hygienist to confirm their schedule.

### **Necessary Correspondence**

#### **Inform Patients:**

A notice in the local newspaper will inform the majority of patients. It may also be advisable to write a letter to active patients informing them that volunteer dentists will be staffing the practice. Let it be known that patients have not been abandoned. Many patients will start looking for a new dentist immediately if they are not informed.

#### **In the Letter:**

Assure patients that their treatment will continue. Explain the volunteers' role and the sale of the practice (if applicable). Explain that the same financial arrangements will be honored.

## **SECTION II**

# **Guidelines for the Development of Mutual Aid Agreements in Dentistry**

## **American Dental Association Council on Dental Practice**

Revised May 1993

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Because of numerous inquiries from dental societies and the membership regarding mutual aid agreements, the Council on Dental Practice in cooperation with the Division of Legal Affairs have developed general guidelines to assist in the preparation of such arrangements. Several cautions, however, should be noted. First, interested dentists and dental societies should seek the assistance of their own legal counsel in drafting an agreement that will meet their own specific needs and the requirements of their own state laws. Second, it is recommended that all dentists entering into mutual aid agreements be required to have sufficient professional liability coverage. This should be evidenced by a certificate of insurance from a recognized company. It is further recommended that each participant seek verification from his insurance company or agent that such an arrangement is fully covered by the policy. It would be desirable to have the insurance company issue a specific endorsement to this effect. In preparing a mutual aid agreement, the following elements should be considered:

- I. A Statement of the Purpose of the Agreement** - that is, to form a mutual assistance program of participating dentists to aid a stricken participant and/or the family in the event the participant is unable to continue his/her practice due to disability or death.
  
- II. Membership**
  - A. Define who is eligible and state qualifications for participation in the program.
    1. Membership in the component or constituent dental society, if that organization is sponsoring the program. Having an office in the community where the participants practice.
    2. Required insurance coverage(s) -- for example, office and professional liability, fire, office overhead, disability, health and accident, life.
  
  - B. Establish application procedures for participation, including original participants and additional participants who join after the program becomes operational.

C. State participants' commitment or pledge from:

I agree to participate in the (Mutual Assistance Program) of the (name of the society or group) and to abide by the terms and conditions of the agreement established therefore. I understand that I may be called upon by (title) to provide professional services in the office of a fellow participant of the program who, due to illness or accident, is unable to practice dentistry. In the event of death, the same assistance will be provided in accordance with the provision of the program until disposition of the practice has been completed. In consideration for my participation, I will receive the same assistance from the program when and if needed.

Signed: \_\_\_\_\_ D.D.S./D.M.D.

\_\_\_\_\_ Spouse

D. State the consideration for the participants' commitment to the program—there will be no compensation for the service to other participants but each participant and/or family will receive the same assistance in time of need.

E. Define procedures for voluntary withdrawal (that is, the participant resigns) or termination of a participant for cause (that is, failure to fulfill his/her obligation to assist other participants when called upon).

**III. Term of the Agreement**

- A. Establish the term of the agreement either in number of years or by expiration date.
- B. Establish a mechanism for dissolution of the program in the event participation falls below a workable level.
- C. State when and how the agreement may be renewed.

**IV. Amendments to the Agreement**

Establish procedures for amending the terms of the agreement, who may vote on such amendments, and the vote required for adoption of amendments.

**V. Meetings of Participants**

- A. Establish the minimum number of meetings each year.
- B. Establish who sets the date(s), time, place and agenda for the meetings.
- C. Establish who the presiding officer is.
- D. State the number of attendees that will constitute a quorum.
- E. Establish how special or emergency meetings may be called.

**VI. Expenses**

Establish how funds will be generated and disbursed to meet any operating expenses of the program.

**VII. Officers**

- A. Establish officers positions—for example, president and vice-president.
- B. Establish procedures for their election.
- C. Establish their terms of office and succession in the event of inability to complete a term.
- D. State the duties of each office.
- E. Establish grounds for removal for cause.

**VIII. Committees**

In smaller groups, it is likely that one committee may administer the program and no officer positions would be necessary.

- A. Establish the committee(s) of the program.
- B. Establish the procedures for election or appointment.
- C. Establish the terms of office and re-appointment.
- D. Establish the mechanism for selection of the chairman and vice-chairman, and succession in the event of inability to complete a term.
- E. State the number of committee members that will constitute a quorum.
- F. State the duties of the committee(s).
- F. Establish grounds for removal for cause.

**VIII. Terms of Coverage**

- A. Any request for assistance must be made to the (president/Chairman) by the participant and/or the family. State the documentation or verification needed to support the request, for example, a physician's statement of the extent and expected duration of the disability.
- B. State when coverage starts, and the term and extent of coverage that the program provides.

- C. Establish the procedures and services in the event of death or permanent disability—that is, the arrangements for evaluation and disposition of the practice.
- D. Recognize the need to obtain patient consent prior to commencing services.

**IX. Statement of the Services Provided by the Program**

- A. Professional services will be provided in the stricken participant's office.
- B. All income will be credited to the stricken participant's account.
- C. The stricken participant remains responsible for expenses of his/her practice, including staff salaries, overhead, supplies, laboratory fees.
- D. (President/chairman) or designee will be responsible for identifying the stricken participant's fee schedule; dealers or equipment, supplies and materials; billing procedures and dates; laboratories utilized; dentists to whom referrals are made.
- E. Office personnel of the stricken participant will be responsible for notifying patients of their option to permit substitution of other dentists as well as their regular office and business functions.
- G. Establish whether a substitute dentist may bring his/her own chairside assistant.

**X. Commitment**

- A. Participants in the program are expected to render services in the office of the stricken participant for a minimum of (1/2) day per (week) for up to (three) months.
- B. For longer periods, a reasonable effort will be made by the program to secure the services of a full-time replacement for the stricken participant.

**XII. Confidentiality of Patient and Business Information**

- A. Participants agree that all transactions will be treated in the strictest confidence. However, with the patient's consent, communications between participants that are necessary for patient care or continuation of the affected practice are permitted.
- B. All information gained by a participant while in a stricken participant's office will be treated as privileged communication.

### **XIII. Acceptance of patients**

A participating member agrees not to accept as a patient in his/her practice, a patient upon whom he/she has performed dental services in a stricken participant's office without the knowledge of the program (president/chairman) and the stricken participant and/or spouse.

### **XIV. Hiring of staff**

A participating member agrees not to hire any auxiliary or other office personnel from the stricken participant's office without the consent of the stricken participant and/or spouse

## **Sample A: Cover Group Agreement Between Dentists**

**RECITALS:** Each person who is a party to this agreement is a practicing dentist who recognizes that in the event of his/her death or physical disability his/her patients would suffer considerable inconvenience and that his/her widow(er) or estate would be placed in a difficult situation regarding the sale or liquidation of the practice. Each recognizes that it would be advantageous to enter into a mutual agreement which would provide for continuing or disposing of the practice in the event of his/her physical disability or death.

**AGREEMENT:** In consideration of the mutual promises herein, it is agreed as follows:

1. The intent and purpose of this agreement is to establish a moral and legal obligation to furnish mutual assistance under the circumstances outlined and to establish in advance the terms under which assistance shall be provided. It is agreed that performance be binding and that each party shall legally be liable for any damages arising out of the failure to comply and liability shall extend both to the disabled party or his/her estate and to the other parties required to provide the services as stated.
2. In the event of the death or disability of any party to this agreement, the other parties hereto shall carry on the practice of the disabled or deceased party upon the terms and conditions set forth. They shall by mutual arrangement devote time for the treatment of said party's patients according to a present schedule so that as far as possible it meets the convenience of all parties and is sufficient to take care of as regularly scheduled the first week of the practice and three full days per week for the periods thereafter. It is intended that so far as possible the time shall be provided on an equal basis, contributed one-half day per calendar week by

- each participating dentist. However, notwithstanding any other provision in this agreement, no party shall be required to contribute individually more than one (1) full day per calendar week regardless of the number of disabled or deceased parties participating in this agreement. In the event of death, this agreement shall take effect immediately after written notice to the other parties of said death, and the other parties shall also give the widow(er) such advice and assistance as they find possible.
3. In the event of disability due to illness, the service to be provided under the agreement shall commence immediately upon notification that the illness will be of such duration as to require coverage. In the event of disability by accident, the services to be provided under this agreement shall take effect immediately upon notice of the accident to the other parties. "Disability" is defined as the physical or mental inability to practice dentistry. Such inability may be questioned by any party who may request a vote of the parties that the disability be certified. If at least (5) five of the parties vote in favor of such a request, the chairman shall send a letter to the disabled party requesting proof of disability. Such proof shall be medical certification by two reputable physicians selected by the other parties and designated in the letter. The chairman shall serve as the official spokesperson of the parties requesting certification, and their identity need not be disclosed. All expenses incurred for medical examination shall be paid by the parties collectively, excluding the disabled party. Should the medical certification not jointly confirm a pathology rendering the "disabled" party incapable of operating the dental practice, he/she may appeal. After presentation of medical evidence to the other parties, a majority of votes by the other parties may accept or reject the evidence. If the evidence is rejected the "disabled" party can claim no benefits. The expenses of presenting evidence shall be incurred by the "disabled" party.
  4. In the event of the temporary disability of a party to this agreement, the practice shall be conducted in the usual manner for the period of such disability, not to exceed six (6) months. In the event of permanent disability or death of a party, the practice shall be maintained during a sufficient period of time to complete therapy for active patients under treatment and to provide an opportunity for the sale of the practice and/or the equipment at a reasonable price. Such period of time shall not exceed six (6) months from the onset of disability coverage (either temporary or permanent) which results in permanent disability, and shall not exceed three (3) months from the date of death or as deemed necessary by the group. The foregoing periods of disability coverage (either temporary or permanent) shall, however, in no event exceed an accumulated maximum period of twelve (12) months per person in any five (5) year period. The time periods for permanent disability or death shall expire as of the date of completion of treatment of existing patients currently undergoing active dental treatment or sale of the practice, whichever is sooner, and shall not exceed the maximum periods set forth.

5. In the event of the death of a party hereto, the other parties further agree to assist the widow(er) or representative of the estate in any practice-related matter, particularly with regard to the disposal of the practice and/or equipment.
6. It is intended that the dentists signing this agreement shall be permitted to provide patient care in accordance with their professional judgment. In the event of death, the current patients under active dental treatment shall be treated without delay.
7. All parties to the agreement shall meet at least once a year, and the annual meeting shall be supplemented by others as required.
8. A chairman shall be designated in alphabetical order each year, commencing January 1, 20\_\_\_, who will be responsible for handling all administrative matters arising during the calendar year, including scheduling work on an equitable basis.
9. This agreement is not intended, and shall not be construed, as the establishment of a partnership or joint venture.
10. Should contingent liability be necessary, it is to be provided by the person being served.
11. Any party may withdraw from this agreement by written notice to the others, effective immediately unless a disability or death claim is in progress. If so, withdrawal will be effective upon the completion of services required under that claim. The vacancy should be filled as soon as possible, with approval of all other members.
12. This agreement shall be effective to provide stand-by professional services to a party only if at the time of disability or death of a party requiring such services, he/she is then in the active practice of dentistry.

### **Sample B: Doctors Disability Service Tri-Annual Agreement**

*Reprinted with permission from Dental Economics, April 1992, "Dentists Form Group to Cover for Members" pp. 57-62, by Christopher Kleber, D.D.S., FAGD, El Cajon, California.*

#### **The purposes of this group are as follows:**

- to provide support for its members stricken with illness or injury which has led to a significant disability.
- to maintain the practice of a disabled member, as specified in this document, until he/she is able to return to work or until his/her practice has been sold.

- to assist, in the event of death, a surviving spouse in the maintenance of the practice and to assist in the disposal of a deceased member's practice.
- to assist, in the event of death of the member and his/her spouse, the estate so as to maximize the benefit for their beneficiary(s).
- to mutually assist our members in the improvement of clinical skills through the exchange of helpful ideas, choices of dental materials and techniques.
- to help members develop better practice-management skills through the exchange of management information, marketing ideas.

### **Membership**

The group will consist of no fewer than five and no more than ten members. New members will be elected at the first meeting following the occurrence of any vacancy. The president will solicit and submit to the membership, at least two weeks prior to the next scheduled meeting, the names and curricula vitae of all candidates. A vote will be taken and new members will be elected by a plurality vote. Resignations will be accepted at any time that aid is not being rendered by giving a minimum of 30 days' written notice to the president. If aid should be required by a member prior to the completion of the 30-day notice, it is understood that the resigning member will fulfill his obligation to the group until the 30 days have elapsed. All expenses incurred in the operation of the group will be prorated and charged equally to all members. The president will provide accounting for expenses, and it is understood that any expenditure of more than \$50 will be approved by majority vote prior to such expenditures.

### **Meetings**

An annual meeting will be hosted by the president each January for the purpose of electing a new vice president. 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 on the wishes of the membership. It is the desire of the group that we will meet regularly, preferably on a monthly or quarterly basis, for the purpose of sharing clinical and management ideas and for fellowship. The host for each of the non-annual meetings will rotate alphabetically through the membership, with the host selecting the location and the agenda for the meeting. The membership will be advised, in writing, at least two weeks prior to the date selected. It is expected that each member will make every effort to attend all meetings of the group. Frequent absences can lead to suspension or dismissal from the group.

## **Officers**

### **President**

The president will be elected at the first annual meeting by a plurality vote. No member shall repeat as president until all other members have had the opportunity to serve the group in this capacity.

#### **Duties:**

1. To direct and coordinate all activities of the group.
2. To maintain and pass on to his successor the master agreement and all records of the group.
3. To contact a stricken member and/or his family and/or his physician to determine desire and need for aid.
4. To immediately contact the office manager of the stricken member and order cancellation of the doctor's schedule for the next five working days. This will allow the president adequate time to activate the group.
5. To assign members to a work schedule for the benefit of the stricken member. Selection of the days worked will be by individual choice if possible. No member will be asked to work a second day until all members have served. The president has mandate power.
6. To confirm, by phone, each member of his/her assigned day(s).
7. To render assistance and solicit the aid of other members for the stricken member, his/her spouse and family.
8. To re-evaluate, as necessary, the recipient's needs.
9. To assign the member's office closest to the stricken 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 plurality 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 current year at the January annual meeting.

#### **Duties:**

1. To assist the president in the performance of his duties, and to assume his duties should the president become incapacitated or resign.
2. To act as secretary and treasurer.
3. To annually review the roster and provide updates to the membership with regard to addresses, phone numbers, etc.

## **Terms of Coverage**

A request must be initiated by the stricken member or his legal representative before coverage will be authorized. In the event of death, assistance will start seven calendar days from the date of demise and continue on a four-day-per-week basis for a maximum period of 90 calendar days, or until the practice is disposed of, whichever occurs first. If demand for dental services diminishes, the president may reduce coverage as need declines. In the event of disability, the following provisions take effect:

1. Definition: Any unplanned, non-elective disability in which the stricken member is completely unable to perform any of the functions of his practice for a minimum of seven calendar days, but with the intent of returning to his practice.
2. Accidents to a member caused by a motorcycle or a hang glider are specifically excluded by this agreement.
3. Call to military service is specifically excluded by this agreement.
4. Disability precluding any future return to practice will be covered as in a death benefit.
5. In the event of a questionable situation or partial disability, the president will contact the stricken member and/or his physician. All pertinent facts will be presented to the membership. The decision about providing aid will be by majority rule.
6. Coverage will start seven calendar days from the start of disability and continue on a four-day-per-week basis for a maximum of 90 calendar days or until the stricken member is unable to return to work, whichever occurs first.
7. The stricken member's office hours and days of operation will be maintained and staffed by the substitute doctors.
8. The number of days covered each week shall not exceed one less than the total number of members in the group.
9. An office with an associate doctor shall be covered by the member-doctors four days per week, less the days normally worked by the associate, unless special circumstances suggest otherwise. The president will collect any pertinent information and present it to the membership. A majority vote will rule.
10. It is the responsibility of the substitute doctor to arrange a replacement (from our membership roster) for coverage should he be unable to provide service personally.
11. No member shall receive more than 90 calendar days' assistance for a first disability when combined with 30 calendar days for a second disability.

12. After-hours emergencies will be covered by the nearest member's office, if possible. Normal changes to be made and assigned to the disabled doctor.
13. Drug abuse will be considered a disability only if the treatment program is within a recognized hospital setting or facility. Coverage will continue for a maximum of 30 days only.

### **Services**

All services will be performed in the stricken doctor's office. He/she will be responsible for providing all reasonable materials and maintenance deemed necessary by the president and the general membership.

The stricken member will be responsible for any and all office expenses incurred during the period of assistance.

All income generated by the efforts of the group providing services in the stricken doctor's office will be assigned to the stricken doctor.

The stricken member's office staff will provide a list of fee schedules, vendors, laboratories and specialty offices to which the stricken member prefers to refer.

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 will be as cooperative as possible with the substitute doctor.

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

### **General Considerations**

Each member will attempt to render the best possible service under unfamiliar conditions, and at some inconvenience to himself, for the benefit of a stricken member, his family, and his patients.

The value of assistance is directly proportional to the efforts of the stricken doctor's staff. Inefficient scheduling and ineffective communication lowers productivity and often frustrates the substitute doctor. This point cannot be overemphasized. An early-morning huddle with the stricken member's staff should be encouraged to improve the efficiency of the day's schedule.

Since the purpose of the program is to assist our fellow member, his family, his patients, and office staff, it is not considered to be a contest of comparative office efficiency.

Complete and wholehearted cooperation of each and every member is the key to a successful program.

It is permissible for a substitute doctor to provide his own hand instruments and assistant. These measures tend to reduce the difficulty of working in strange surroundings. The cost of using a substitute doctor's assistant will be borne by the substitute doctor.

It is assumed that the substitute doctor's professional liability insurance is in effect regardless of where the doctor is working that day. It is probably appropriate for the substitute doctor to consult with his carrier before providing care.

This agreement is entered into by the signatories below and remains in effect until \_\_\_\_\_.

### **Sample Agreement C**

THIS AGREEMENT, made and entered into this \_\_\_th day of \_\_\_\_\_, by and between the parties signing this agreement.

#### **W I T N E S S E T H**

**WHEREAS**, each of the parties hereto are dentists duly licensed and authorized to practice their profession by the State of California; and,

**WHEREAS**, each of the parties hereto are practicing their profession within the City of \_\_\_\_\_, California; and,

**WHEREAS**, the parties hereto desire to provide a method where each may temporarily assist any of the others in carrying on their respective professional practices in general dentistry in the event of the illness or disability of one or more parties.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS HEREIN SET FORTH, EACH OF THE UNDERSIGNED AGREE AS FOLLOWS:**

1. Each of the parties shall become and be designated a member of the (insert city or regional name) California Dental Disability Group as indicated by the signature of each party at the end of this agreement.
2. The Group will be headed by a chairman. The chairmanship shall automatically change each year amongst each of the members; during [month] of each year, the Group shall meet to discuss this agreement and all other pertinent matters. This agreement shall continue in full force and effect and shall be automatically deemed renewed annually, subject to any revisions made at that time. In addition, the Chairman may call special meetings at his discretion.

3. The duties of the Chairman shall be as follows:
  - (a) In the event of disability of a member, he shall immediately contact the spouse or other close member of the family of such member, and make all necessary arrangements with them, so that the Group can perform the services hereinafter described.
  - (b) At the family's request, he shall immediately inform the office personnel of the disabled member and make arrangements to keep the office open and to keep such office personnel employed as long as desirable.
  - (c) He shall assign the schedule for each of the participating members and keep an accurate record of the hours and days worked by each of the participating members in each case of disability.
  
4. New members may be admitted to the (insert name) California Dental Disability Group if a member wishes to withdraw and upon the unanimous consent of the membership of the Group; however, the total membership of the Group shall be limited to a maximum of ten (10) members.
  
5. In the event that one or more of the parties to this agreement suffer illness or other disability and the prognosis indicates that such illness or other disability will be prolonged or will last more than two weeks, the services of the Group will be immediately activated by the Group Chairman and will become available after one week notice to the members. The members of the Group will carry on the professional practice of the disabled member in the office of the disabled member and will maintain the practice of such disabled member for a period not to exceed six months, based on a work week not to exceed thirty-six (36) hours, each member not to exceed four (4) hours per week.
  - (a) The parties hereto agree that each member of the Group shall personally perform a proportionate share of the services necessary to maintain the practice of the disabled member. During the first six months that such services are performed, none of the members will be paid in any manner whatsoever for their services.
  - (b) After the six month period, the obligation to continue the practice of a disabled member shall terminate unless decided otherwise by a majority vote of the other members.
  - (c) If at any time the disability of the disabled member becomes permanent so that he/she will be unable to continue the practice at any time in the foreseeable future, then the parties hereto agree that the practice may be managed in the manner agreed upon by the Group and the disabled member or spouse.
    - (c) Should two or more disabilities occur concurrently, a work week of forty (40) hours shall apply to the members of the Group, the time allocated at the discretion of the Chairman.

6. In the event a member becomes ill or disabled where it appears that such illness or disability will continue, the assistant to the disabled dentist shall confirm all appointments so that each patient or the parents of patients under treatment will be notified that the patient will be cared for by a member dentist of the adjacent area. In this way, no loss of time or detriment to the patient will occur.
7. Each party hereto agrees that, in assisting in the maintenance of the professional practice of any disabled member, he/she will be governed by the following rules:
  - (a) Ethical principles will be maintained at all times, so that the judgment and reputation of the disabled member will be beyond reproach.
  - (b) Except as specifically provided, he/she will continue the necessary treatment of existing patients at the office of the disabled member.
  - (c) At the discretion of the Group Chairman, patients who are scheduled to start treatment and the nature of whose condition dictates that they should be started immediately will be started as time permits.
  - (d) There will be no changes in the existing office personnel of the disabled member, unless after due consideration by all of the members of the Group, or in the case of a disability, by the disabled member, such a change is indicated.
  - (e) Each member shall contribute his/her time equally with all the other parties in the Group in performing the obligation of this contract.
    - (d) The disabled member will be responsible for appointing someone to handle all receipts and disbursements.
8. It is further expressly agreed that each member will be free and harmless from all debts, claims and charges and liabilities of the Executor, personal representative, spouse, family, or other representative of the disabled member.
9. This agreement shall in no way be construed as establishing a partnership, joint venture, or employer-employee relationship. Each member performing services will be acting solely in his professional capacity as an independent contractor.
10. It is expressly understood and agreed that the rights, privileges and duties of each of the parties hereto is personal, and that this agreement and any or all of its rights, benefits, or duties may not be assigned or assumed without the prior written consent of the majority of all parties.
11. It is understood that this agreement shall be binding upon these parties only as it applies to dental practices conducted in an office located in (insert location). Furthermore, no party shall have any obligations to any member, who, subsequent to the date of this agreement, enters into a partnership with any other dentist for the practice of said profession. No party who removed his/her practice out of the designated area shall have any rights or obligation without a majority vote of the membership.

12. None of the parties hereto may withdraw from this agreement under any conditions during such time that the Group is being called upon to act on behalf of one of its members. Each party mentioned is bound by all moral and legal responsibilities to this contract to perform duties as outlined and as will be directed by the Group Chairman. However, after complete agreement and approval of all the members of the (insert name) California Dental Disability Group, a member may withdraw when absolutely necessary due to relocation of practice or when he/she wishes to acquire a partner, or for any other reason that might arise.
13. Each member who acquires an associate in his/her practice must immediately notify the Group Chairman as to the exact relationship with the associate, particularly as to whether or not that associate is, or eventually will be, a part-time or full partner. Decision should be made as to whether to include the associate as a participating member of this agreement. After such notification, the majority vote of the entire group will decide the relationship of the affected member's office to this agreement.
14. Any party to this agreement may withdraw from the terms of this agreement by giving notice to all of the other parties hereto by registered letter and upon receipt of said notice the withdrawing party will be relieved of any further rights or obligations under this agreement after a three month period, or earlier at the discretion of the majority vote of the group, provided that this member has not received any assistance from the Group for a period of at least three years. Such termination, when it becomes effective, shall also terminate the rights and obligations of the spouse, family and personal representative of the withdrawing member.
15. Upon the granting of an Interlocutory Decree of Divorce to the spouse of a member, the spouse shall have no further rights or obligations under this agreement. However, said divorce shall not affect the rights or obligations of the member under this agreement.
16. Any member upon a two-thirds vote of the full Group may be relieved of any further rights or obligations under this agreement. Notice of such action must be by registered mail to the excluded member and this exclusion will be effective immediately at the time of such mailing. However, if the member to be excluded from the Group has rendered assistance within a period of one year preceding exclusion, he/she shall be entitled to receive assistance similar to the assistance he/she rendered during the year previous to his/her exclusion if he/she is disabled within a period of one year from the date of exclusion from the Group. IN WITNESS WHEREOF, the said parties have set their hands on the date, month, and year set forth.

# VITAL INFORMATION WORKSHEET

Prepared for Members of the San Joaquin Dental Society  
By Lyndon S. Low, DDS, MS

## PERSONAL INFORMATION

Name:

Address:

City, State Zip:

Office Address:

City, State Zip

Home Phone: ( )

Additional Phone Lines:

Work: Phone: ( )

Additional Phone Lines:

Office Fax: ( )

Cell Phone: ( )

Company:

Monthly Fee:

Voice mail code:

Pager: ( )

Company:

Monthly Fee:

Office Checking Acct:

PIN:

Contact Person:

Personal Checking Acct:

PIN:

DOB:

Social Security #: - - -

Drivers License #

Passport #:

Dental License #:

ADA #:

Tax ID #:

Employer ID #:

Alarm Company:

Phone:

Office Alarm Code:

Persons with alarm codes:

1.

3.

5.

2.

4.

6.

Medical Insurance Company:

Group #:

Blood Type:

Blood Plan Membership:

Allergies:

Medical Conditions:

Location of Living Will (Power of Attorney for Health Care Decisions):

Health Insurance Agent:

( )

Physician:

( )

Trust Attorney:

( )

Practice Attorney:

( )

Accountant:

( )

Retirement Plan Administrator:

( )

Stock Broker:

( )

Insurance Agent: ( )  
 Disability Policy #: Monthly Benefit: Premium:  
 day waiting period  
 Life Insurance Policy #: Amount: Premium:  
 Professional Liability Insurance Policy #: Amount: Premium:  
 Office Property Insurance Policy #:  
 Business Overhead Disability Policy #: Amount: Premium:  
 wait period ( )  
 Workers Compensation Insurance: Premium:

Mortgages:  
 Home: Account #: Balance: Interest Rate:  
 2<sup>nd</sup> Mortgage: Balance: Interest Rate:  
 Equity Line of Credit: Balance: Interest Rate:

Homeowners Insurance: ( )  
 Policy #:  
 Umbrella Policy Amount:  
 Office Mortgage: Balance: Monthly Pmt:  
 Vehicles: Year: Make: Model: License #

Car Payment:  
 Auto Insurance: Policy #:

Credit Cards: Exp:

- 1.
- 2.
- 3.
- 4.

Frequent Flyer Club #:  
 AAA Membership #:  
 Club Memberships:  
 Safety Deposit Box Location:  
 Home Safe Code:  
 Home Computer Password:  
 Quickbooks Password:

Email Accounts:

- 1.
- 2.
- 3.

Home Alarm Company: ( ) Code:  
 Housekeeper: ( ) Rate:  
 Gardener: ( ) Monthly Fee:  
 Pest Control: ( ) Rate:

**OFFICE INFORMATION**

Employees:

	<u>Name</u>	<u>Address</u>	<u>Home Phone</u>	<u>Cell Phone</u>	<u>Social Security #</u>
1.					
2.					
3.					
4.					
5.					
6.					

- Alarm Company: ( ) Rate:  
Garbage Service: ( ) Rate:  
Gardener: ( ) Rate:  
Janitor: ( ) Rate:  
Linen Service: ( ) Rate:  
Pest Control: ( ) Rate:

Persons Providing Emergency Coverage:

- 1.
- 2.
- 3.

People Who Have Keys To Office:

- 1.
- 2.
- 3.
- 4.
- 5.

DEA Number:

- Dental Equipment Representative: ( )  
Office Computer Password:  
Office Server Password:  
Computer Hardware Specialist: ( )  
Computer Software Specialist: ( )  
Dental Lab: ( )  
Dental Equipment Repair: ( )  
Office Machine Equipment Repair: ( )

**SPOUSE'S INFORMATION**

DOB:  
Social Security #:  
Drivers License #:  
Passport #:  
Cell Phone: ( )  
Blood Type:  
Physician: ( )  
Allergies:  
Medical Conditions;

Credit Cards:

- 1.
- 2.
- 3.

**CHILDREN'S INFORMATION**

DOB:  
Social Security #:  
Blood Type:  
Passport #:  
Allergies:  
Medical Conditions:  
Physician:

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DOB:  
Social Security #:  
Blood Type:  
Passport #:  
Allergies:  
Medical Conditions:  
Physician:

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DOB:  
Social Security #:  
Blood Type:  
Passport #:  
Allergies:  
Medical Conditions:  
Physician:

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Last Updated: