

PRACTICE MANAGEMENT GUIDELINES

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

American Dental Association

Council on Dental Practice

These Guidelines have been developed as a general discussion about how to establish a mutual aid group. As such, the information is necessarily general in scope and cannot cover every situation or detail. The information in this agreement cannot serve as a substitute for a dentist's own professional judgment.

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 has 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 that 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.
2. Having an office in the area where the participants practice.
3. 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 the participants' commitment or pledge:

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 services 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 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).
- G. Establish grounds for removal for cause.

## **IX. 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 a 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.

## **X. 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 all practice expenses, 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.

F. Establish whether a substitute dentist may bring his/her own chairside assistant.

## **XI. 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, communication between participants that is necessary for patient care or continuation of the affected practice is 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.