

AGREEMENT
BROWARD COUNTY DENTAL ASSOCIATION
PARTICIPATING GROUP OFFICE COVERAGE PLAN

RECITALS: All of the persons who are parties to this agreement are active members in good standing of the Broward County Dental Association. Each recognizes that it would be to their advantage to enter into a mutual agreement, which would provide for maintaining their practice in the event of death, illness, entrance into military service or other extraordinary circumstance. It is understood that this does not include minor ailments and that the benefiting members must be completely unable to conduct their own practice.

This program shall be conducted by an administrative board consisting of three members, one of whom shall be the Registrar.

The members shall be by virtue of their office:

Registrar	Immediate Past President
Member	President
Member	President- Elect

In addition, one person appointed by the Registrar shall be the Plan Administrator.

ARTICLE I-DUTIES OF THE ADMINISTRATOR

1. To maintain all records of the Plan
2. Maintain an up-date file of all time devoted to office coverage by Plan members.
3. Maintain the signed agreements of all members participating in the Plan together with a list of three day preferences for each member.

ARTICLE II-DUTIES OF THE ADMINISTRATIVE BOARD

1. Arbitrate all problems and disputes.
2. Suspend members for infractions of any rules.
3. Aid and advise the family of the deceased or disabled.
4. Meet upon the call of the Registrar or upon the petition of six (6) or more Plan members.

ARTICLE III-DUTIES OF THE REGISTRAR

1. Receive notification of any contingency involving a member requiring the services of an activated panel and immediately notify the Administration Board.
2. Activate and cause this plan to take effect one week after proper notification.
3. Receive notice from the benefiting member as to when the member intends to resume practice or the effective date of practice sale.
4. Make an annual report to BCDA.
5. Receive all applications to the resignations from the Plan.

THEREFORE IT IS AGREED THAT:

1. The order of call on the panel, shall be decided by drawing lots. The new members shall be added to the bottom of the unused list. If sufficient members allow, the list will be divided into North and South sections. Every year (January 1), four members on the top of each list will be rotated to the bottom of the list.
2. Separate "Specialist Panels" will also be created and governed as specified herein for the generalists. Depending on the level of participation, neighboring affiliate participation may be called upon to create the "critical mass" necessary to effectuate the respective specialist coverage.
3. The sequence, as decided by lot and rotation, shall then determine the four members who shall serve on the next activated panel with the following exceptions:
 - a. An activated member of the panel shall have the privilege of being excused upon appeal to the Board and shall abide by their ruling and be placed- first on the next panel.
 - b. The benefiting member or estate shall have the privilege of substituting the next name on the panel list for one member of the activated panel subject to Board approval.
4. The activated panel is picked by the administrator and the administrator gives the benefiting member the names & days available to the benefiting member to contact the participants. The activated panel

will operate the office for four half-days per week for a maximum of twelve working weeks. One-half day shall consist of four hours per day. The benefiting member will determine which half day the covering dentist will be at the office from the 3 days that the participant said they would be available. The benefiting member's office shall be staffed by its own personnel whenever possible.

5. All personal expenses incurred by panel members upon days served shall be borne by the panel member. All expenses of the practice shall be paid out of the proceeds of the practice.
6. Each panel member shall be and remain a member of organized dentistry and shall be responsible for maintaining their own professional liability insurance.
7. The practice of the benefiting member shall be conducted in such a manner as recommended by the benefiting member or estate and in keeping with the code of ethics of the local dental societies and the Broward County Dental Association.
8. In the event of two or more members becoming beneficiaries at the same time, panels shall be activated until the list is exhausted. In the event that the panel list is not sufficient, the benefiting member's office shall be covered as many days as there are Plan members available.
9. If a member of an activated panel shall have previously scheduled a vacation or be absent from the community, the board shall substitute the next available member from the list.
10. The panel shall continue to operate and revert to the beginning of the list after the last name has been used.
11. Resignation shall be to the Registrar in writing at least 30 days prior to the effective date of resignation. No resignation shall be offered or accepted while a member is operating on a panel.
12. No suspended member of the BCDA shall be eligible for the benefits during the period of suspension.
13. This agreement is not intended and shall not be construed to establish a partnership or joint venture.
14. This intent and purpose is to establish a moral obligation to furnish mutual assistance under circumstances outlined and to establish in advance the terms under which this assistance will be provided. It is also agreed that no party shall be liable for damages for failure to perform, and any right to claim for damages by reason of such failures is hereby waived.
15. The agreement may be amended by a 2/3 vote of Plan members present after first being submitted in writing by six (6) members of the Plan and mailed to all Plan members at least 30 days in advance of a meeting.
16. The members of this Plan who have signed and thereby signifying their intention of abiding by the above regulations, hereby give the duly elected administrative board discretionary power relating to this agreement. Such interpretation shall be binding on all members unless 2/3 of all Plan members present and voting override such interpretation at a special meeting called for such a purpose.

I DO HEREBY AGREE TO PARTICIPATE IN THE BROWARD COUNTY DENTAL ASSOCIATION GROUP OFFICE COVERAGE PLAN AND TO ABIDE BY THE AGREEMENT ATTACHED ABOVE.

_____ **Signature** _____ **Date**

Doctor _____ **Spouse** _____

Office Address _____ **Office Phone** _____

_____ **Fax** _____

Home Address _____ **Cell Phone** _____

3 DAYS TO BE AVAILABLE – (CIRCLE) – MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY