

**BRITISH COLUMBIA SOCIETY OF ORTHODONTISTS**

**DEATH AND DISABILITY AGREEMENT**

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## A. INTRODUCTION

The British Columbia Society of Orthodontists encourages all orthodontists to establish a mechanism to protect their practice and to maintain patient care in the event of death or disability.

The British Columbia Society of Orthodontists Death and Disability Agreement is a standardized document that has been created for the exclusive usage of the BSCO membership. It is recommended that this agreement be used by relatively small groups of members in a specific geographic region and/or other grouping (e.g. study clubs). The agreement should be modified as necessary to better suit the specific needs and desires of the members involved.

The orthodontists engaging in this Death and Disability Agreement realize that any one of them may unexpectedly become disabled or deceased, resulting in an extreme disruption in the continuity and quality of care for his/her patients. This would also inevitably result in a significant decrease in the potential selling value of the orthodontist's practice if the situation warranted the sale of the practice.

The BSCO Death and Disability Agreement is a purely voluntary agreement, designed to be truly mutually beneficial to the orthodontists involved. It is a written agreement between two or more orthodontists that relies upon the *honour* of the members for its fulfillment, and in order for it to be mutually beneficial. It is not a legally binding contract, but should be considered a strong written agreement amongst a group of BSCO members to provide essential support in the event of death or disability of one of our members.

This agreement has been drafted by the British Columbia Society of Orthodontists, but is not governed or regulated by the BSCO executive or committee members. It is intended for the usage and mutual benefit of the BSCO membership, and should be reviewed carefully by those signing the document.

For more information please contact one of the members of the Death and Disability Committee or a member of the BCSO executive.

Initials

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Group Member

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**B. THE DEATH AND DISABILITY AGREEMENT GROUP**

This Death and Disability Agreement includes the following British Columbia Society of Orthodontist members (referred to as the "Death and Disability Agreement Group", or the "Group"):

	Member Name	Practice Address(es)
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Group Member

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**C. IN THE EVENT OF SHORT- AND LONG-TERM DISABILITY**

If one of the orthodontists in the Death and Disability Agreement Group named above becomes disabled and can not carry on their normal duties of practice, it should be determined by the members of this Group, in conjunction with the spouse of the disabled orthodontist (if applicable), if it is desirable to maintain and continue patient care in the practice for a period of time, according to the following provisions:

1. The members of this Death and Disability Agreement Group will assume among them the responsibility to maintain the disabled orthodontist practice and expand the number of hours of professional and office time required for proper management of the practice, and to provide appropriate patient care for the patients at the disabled orthodontist's office. Scheduling and rotation of the substituting orthodontists shall be mutually agreed upon amongst the substituting orthodontists. If a rotation or substitution schedule cannot be agreed upon, the Death and Disability Agreement Group or the disabled orthodontist's spouse may consult with the current BCSO executive for assistance as necessary.
2. The substituting orthodontists shall be paid by the practice of the disabled orthodontist at a per diem rate, agreeable to all parties involved. The per diem rate of a typical associate orthodontist should be used as a general guideline as necessary.
3. The substituting orthodontists agree that they will conduct the practice of the disabled orthodontist for a period not to exceed one year from the commencement of the disability.
4. After a period of six months from the commencement of the disability, the degree of disability shall be considered by the disabled orthodontist and the members of this Death and Disability Agreement Group. It should be determined if the disabled orthodontist is anticipated to return in a timely manner to his/her practice, based on the advice of their medical team.
5. If the disabled orthodontist is anticipated to return to work within the following six months (for a total of 12 months of disability), the Death and Disability Agreement Group will continue patient care for the disabled orthodontist until his/her return.
6. If the disabled orthodontist and his/her medical team do not foresee a prompt return to work due to a long-term disability, it is recommended that the practice be sold in a prompt and timely manner. This should be requested and carried forth by the disabled orthodontist, his/her spouse, and/or the Power of Attorney, as applicable. The Group members will make their best efforts to carry out all reasonable and ethical measures to advance the sale of the disabled orthodontist's practice. Group members should provide assistance to the disabled orthodontist's spouse or Power of Attorney as necessary, including recommending appropriate dental brokers and other professionals that may expedite the sale at fair value. The Death and Disability Agreement Group will continue patient care during the sale process, for no more than six months (for a total of 12 months of disability)
7. If the sale of the practice is not successful within six months of the determination of the long-term disability (as detailed in provision #6 above), the patients of the disabled orthodontist will be assigned to orthodontists in the Death and Disability Agreement Group or orthodontists in the immediate geographical area, in order to terminate the practice of the disabled orthodontist.
8. All proceeds from any sale shall be paid to the disabled orthodontist, their professional corporation, or his/her spouse or representative as detailed in any applicable Power of Attorney documents.
9. If the matter of permanent or long-term disability cannot be agreed upon as set out above, then this Death and Disability Agreement and all responsibilities of the Death and Disability Agreement Group to the disabled orthodontist and/or his/her spouse shall become null and void.

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Group Member

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## D. IN THE EVENT OF DEATH

In the event of the death of one of the orthodontists in the Death and Disability Agreement Group, the surviving members of this Death and Disability Agreement Group will maintain and continue patient care in deceased orthodontist's practice for a period of time, according to the following provisions:

1. The members of this Death and Disability Agreement Group will assume the responsibility to maintain the deceased orthodontist practice and expand the number of hours of professional and office time required for proper management of the practice, and to provide appropriate patient care for the patients at the deceased orthodontist's office. Scheduling of the substituting orthodontists performing these services shall be mutually agreed upon amongst the substituting orthodontists. If a rotation or substitution schedule cannot be agreed upon, the Death and Disability Agreement Group or the disabled orthodontist's spouse may consult with the current BCSO executive for assistance as necessary.
2. The substituting orthodontists shall be paid by the practice of the disabled orthodontist at a per diem rate, agreeable to all parties involved. The per diem rate of a typical associate orthodontist should be used as a general guideline as necessary.
3. The substituting orthodontists agree that they will maintain the practice of the deceased orthodontist for a period not to exceed six months from the death of the orthodontist, or until the practice's disposition has been determined by the estate or spouse of the deceased orthodontist. If the estate or spouse of the deceased orthodontist's directs the sale of the practice, the substituting orthodontists agree that they will maintain the practice not more than six months from the death unless there are pending negotiations for the sale of the practice which appear to be imminently successful.
4. The Death and Disability Agreement Group members will make their best efforts to carry out all reasonable and ethical measures to advance the sale of the deceased orthodontist's practice. Group members should provide assistance to the deceased orthodontist's spouse or estate executor as necessary, including recommending appropriate dental brokers and other professionals that may expedite the sale at fair value.
5. If the practice sale is not consummated by the estate executor or spouse of the deceased orthodontist within six months of death, the patients of the deceased orthodontist will be assigned to orthodontists in the Death and Disability Agreement Group or orthodontist in the immediate geographical area, in order to terminate the practice of the deceased orthodontist.
6. All proceeds from any sale shall be handled according to the specific directions within the deceased orthodontist's Will.
7. It is agreed that any substituting orthodontist will keep true and accurate accounting of all income and disbursements of the practice in such form as may have been used before the practice was assumed or alternatively such accounts as the legal representative of the deceased Orthodontist shall order.
8. It is agreed and understood that after a period of twelve months from the death of the Death and Disability Agreement Group member, the surviving Group members shall be free of any legal or material obligations under this Agreement to the deceased orthodontist, his/her spouse, and/or his/her estate. This Agreement in relation to the deceased Group member shall be null and void thereafter.

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Group Member

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**E. GENERAL PROVISIONS**

1. This Death and Disability Agreement shall not be construed as a partnership.
2. Any of the above-named orthodontists may choose to cancel their membership in this Death and Disability Agreement by providing 30 days of written notice to each of the other Group members.
3. This Death and Disability Agreement may be amended by a 75% majority of the Group members. All orthodontist agree to be bound by any such amendments; written notice should be provided to all Group members with at least 30 days notice prior to the institution of the amendments.
4. This Death and Disability Agreement shall be self-administered by the orthodontists listed in the Death and Disability Agreement Group above. The BSCO, BSCO executive, and Death and Disability committee members are able to provide guidance and assistance where necessary, but each group of orthodontists utilizing this Agreement should be self-regulating, and realize the mutually beneficial nature and global advantages of this Agreement.
5. This Agreement may be superseded by any specific requests of the disabled or deceased orthodontist as specified in legally binding Power of Attorney or Will documentation, as long as the requests do not affect the continuity or quality of patient care.

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Group Member

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## F. SIGNATURES

The undersigned BSCO members agree to the provisions of this Death and Disability Agreement as outlined above.

\_\_\_\_\_  
Member 1 – Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member 2 - Name

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Date

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Member 3 - Name

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Date

\_\_\_\_\_  
Member 4 - Name

\_\_\_\_\_  
Date

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Member 5 – Name

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Date

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Member 6 - Name

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Date

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Member 7 - Name

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Date

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Member 8 - Name

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Date

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Member 9 - Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member 10 - Name

\_\_\_\_\_  
Date