

the

VOLUNTEER DENTIST



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PRESIDENTS REPORT

Ernie N. Oyler, Jr.

Fall greetings to all of you.

I trust each of you has enjoyed a summer filled with memories to last a lifetime. I, like each of you, am amazed how swiftly time moves. It seems that summer was finished before it started. The ending of school, the camps for the kids and vacations at the beach or wherever family tradition takes you, seems distant now. Time is so precious and it seems we never have enough.

For those of you who were present at our annual meeting this past August, I want to personally thank you for your dedication to the AGD. I was disappointed with the low number of dentists and staff who attended. The board, your TNAGD board of directors, struggles with and works hard to make the annual meeting something you truly want to attend. We ask for your input because we genuinely want to make each annual meeting a better, more well attended event. Your board sincerely wants to be representative of your interests.

The funny thing I have found is that, just as in all areas of life, there are many who want to associate or be included in a group for a myriad of reasons; peer pressure, ego, self improvement, etc. However, few actually get involved. What is even funnier, I was one of those that sat on the sidelines and watched and did not choose to participate because I thought that "they" wouldn't care what I had to say. Wrong answer! It seems like yesterday that Bob Elam called asking me to be the membership chairman and not sit on my backside in the process.

If it were not for our central Tennessee member supporters, the TNAGD would, I dare say, cease to exist. I am not sure why members in the corners of the state fail to participate, perhaps it is the distance. We have members from every district in Tennessee but membership without active involvement is self limiting.

My length of membership in the AGD is short compared to many of you who will read this. Where are you? Why have you left the ranks of the active in the Academy?

Dentistry is about giving yourself to your community, your patients and your profession. There are few professions who enjoy the flexibility and financial reward we do as dentists. There are those in other professions and political party leadership roles who do not want or listen to their member's input and have their own agenda to push. The AGD on the national level as well as the state level cries out for direction based on what the dues paying members want. So, if the AGD and the TNAGD are not meeting your needs it is your responsibility to speak up.

I realize that life is getting crazier and more consumed by busyness. But take 5 or 10 minutes to look at the websites for the AGD and see what is going on. In a big way, your professional future is being decided as you read this. So feel free to inject your commentary and share your thoughts. Trust me, if you have not done it before, it feels really good.

Take time to enjoy the day, love your spouse, hug your kids and do something good for dentistry.



Dr. Ernie N. Oyler, Jr.
TNAGD President

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The Volunteer Dentist is the official publication of the Tennessee Chapter of the Academy of General Dentistry. It is sent to all ADA members in the state of Tennessee and has a circulation of 2,200. The Tennessee Academy of General Dentistry does not necessarily endorse opinions or statements contained in articles published in this Newsletter. The editor believes that the contributing authors are sincere in their efforts to foster the interests and educational concepts of its readers. Address all corre-



Mark Greene, TNAGD Lobbyist

The General Assembly convenes on January 12 and legislative leaders are already admonishing members and lobbyists to prepare for a fast start. Accordingly, TNAGD's legislative team is working with key legislators and in cooperation with the Tennessee Dental Association to have its legislative package ready and be prepared to move it earlier than usual during the 2010 session. The state's dire budgetary circumstances are expected to dominate the legislative agenda with further massive program cuts, layoffs and state employee furloughs expected. Any legislation requiring new spending is faced with dim prospects.

Coronal Polishing Exam

TNAGD is considering the introduction of legislation to give the Dental Board greater flexibility in authorizing dentists who are involved in training dental assistants to directly administer the clinical portion of the coronal polishing

examination. More details will be forthcoming by the year's end.

Adult Dental Services

Some county health departments, which provide dental services to and receive reimbursement for children covered by TennCare, are no

longer accepting any uninsured adult patients. These individuals, who often have no resources, continue to be seen in emergency rooms

and are treated for pain and infection without having their core problems addressed. TDA has been working with the state health department to encourage such local departments to accept their fair

share of indigent adult patients. TNAGD continues to support TDA on this issue and will be carefully following a November hearing on the matter before the House Professional Occupations Committee.

Dental Hygienists

TNAGD continues to monitor expanded dental hygienist practice especially a recently enacted Minnesota statute. TNAGD lobbyists have scheduled a meeting with representatives to discuss expected

Tennessee legislation including a proposal to limit the number of continuing education hours hygienists may complete online.

Fluoridation

TDA is considering filing a bill next year to require local water districts to notify both the state health department and their customer base in the event that they permanently discontinue fluoridation. TNAGD will support this measure.

ENDORSEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of January 1, 2010 and replaces all other prior agreements, by and between The Tennessee Academy of General Dentistry (hereinafter referred to as the "Academy"), and The Medical Protective Company (hereinafter referred to as "Insurer").

RECITALS

WHEREAS, Insurer is the underwriter in the state of Tennessee for the Academy's sponsored dental professional liability insurance program for dentists.

WHEREAS, Academy and Insurer desire to set forth the duties to be performed by the Academy and Insurer.

WHEREAS, Academy seeks to establish an endorsed insurance program offered by Medical Protective ("Endorsed Program") on the terms and conditions set forth in this Agreement to the members of its Academy ("Members").

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, Insurer and Academy covenant and agree as follows:

SECTION 1. ENDORSEMENT BY THE ACADEMY. The Academy agrees to directly endorse such products and services as shall be offered by Medical Protective under the Endorsed Program on the terms and conditions set forth in this Agreement. The Endorsed Program shall

include only those insurance products or services, including any Academy-approved Member training seminars or materials, related to dental professional liability insurance. During the term of this Agreement, as set out in Section 4 of this Agreement, the Academy agrees not to endorse any other like product included in the Endorsed Program that is offered by a third party.

SECTION 2. FORM OF ENDORSEMENT. Subject to the conditions of use set forth herein, Medical Protective shall be entitled to clearly and prominently indicate Academy's endorsement of the products or services offered pursuant to the Endorsed Program.

SECTION 3. ENDORSEMENT FEE. Medical Protective shall pay the Academy an annual endorsement fee for the Academy's endorsement of Medical Protective and the Endorsed Program and Medical Protective's use of the Property. The annual endorsement fee shall be paid

by January 15th of each year in the amount of \$5,000 annually.

The first payment shall be payable January 15, 2010.

SECTION 4. TERM. The initial term of this Agreement shall be from January 1, 2010 until January 1, 2015, subject to the termination provisions of this Agreement. Upon the completion of the initial term, this Agreement shall automatically renew for successive five-year terms

thereafter, unless prior to 90 days before the end of such term, either party to this Agreement notifies the other, in writing, that it does not desire to renew this Agreement. In such event, this Agreement and any right to automatic renewals shall terminate at the end of the then current term.

SECTION 5. PRIOR APPROVAL. Any and all printed or recorded materials or advertisements including oral, audio, video, and electronic presentations and any transcriptions thereof, or any type of medium recorded or reproduced for presentation to Academy members by Medical Protective, which contain the Property or any type of endorsement by Academy, either explicitly or implicitly, must be submitted to Academy for its approval prior to any use thereof by Medical Protective and may not be used by Medical Protective until Academy's written approval has been obtained. Approved advertising may be re-used until Academy withdraws its

approval and standard pieces may be submitted for pre-approval and used later unless Academy's approval has been withdrawn prior to such use. Any and all printed or recorded materials or advertisements including oral, audio, video, and electronic presentations and any transcriptions thereof, or any type of medium recorded or reproduced for presentation to Academy members by the Academy, which contain the Property

or any type of reference to Medical Protective, either explicitly or implicitly, must be submitted to Medical Protective for its approval prior to any use thereof by Academy. Approved advertising may be re-used until Medical Protective withdraws its approval and standard pieces

may be submitted for pre-approval and used later unless Medical Protective's approval has been withdrawn prior to such use.

SECTION 6. DUTIES OF ACADEMY

Academy shall:

- (a) Provide to the Insurer, or the Insurer's designated agent, a list of its current membership on a quarterly basis.
- (b) Include Insurer's promotional material as agreed to between the parties in all new member kits sent by the Academy to Members.
- (c) Allow the Insurer, or its designated agent, to mail promotional material letters on the Academy's letterhead specifically promoting the sponsored plan. Such mailing(s) shall occur at least once a year.
- (d) Refer all professional liability insurance inquiries received by the Academy exclusively to its designated agent.
- (e) Describe the endorsed product in publications sent by the Academy in which endorsed products are mentioned.
- (f) Provide Insurer, when possible, with preferred booth locations at Academy conventions and preferred advertising placements in Academy publications.
- (g) Grant to Insurer, or its designated agent, on a non-exclusive basis, the use of the name and logo of Academy and any other distinctive names, marks, acronyms, or logos customarily used by Academy, subject to the termination provisions herein.

SECTION 7. DUTIES OF MEDICAL PROTECTIVE

Medical Protective shall:

- (a) Advertise the plan in the Academy's journal as often as deemed reasonably necessary to properly sell to and communicate with the members.
- (b) Provide to the Academy promotional material.

- (c) Exhibit at the Academy's annual meeting..
- (d) Recognize the TDA Insurance Agency, Inc. as the exclusive agent for sales, marketing and plan administrator for the State of Tennessee for dental professional liability coverage by the Insurer unless otherwise mutually agreed to by both parties.
- (e) Through the TDA Insurance Agency, Inc. continually solicit members of the Academy for participation.
- (f) Insurer must maintain an A. M. Best rating of "A stable" or better.
- (g) If Insurer elects to cease offering dental professional liability coverage in the State of Tennessee, Insurer must give Academy a 365 day notice.

SECTION 8. TERMINATION

Either party shall have the right to terminate this Agreement upon 60 days written notice to the other party upon the occurrence of any of the following events of default, provided such default is not cured within those 60 days:

- (a) The failure to comply with the conditions related to the endorsement as set forth in this Agreement
- (b) Any representation made by either party in this Agreement that is false or erroneous in any material respect when given or during the term of this Agreement.
- (c) The use of the other party's name or logo or the endorsement language without the prior written approval of the other party. Once prior written approval has been given, the other party may rely on that approval for future use on like materials.
- (d) The use of false or misleading advertisement with respect to the Endorsed Program.
- (e) The nonpayment of any endorsement fee within 60 days of its due date.

SECTION 9. EFFECT OF TERMINATION. Upon the termination of this Agreement pursuant for any reason, Medical Protective shall only be required to continue to pay the endorsement fee through the applicable termination date and shall not be required to continue to pay for the balance of the remaining term of this Agreement. As of the effective date of termination, Medical Protective will cease to make any use whatsoever of the Property, and thereafter, will not directly, indirectly, or by implication, represent that its products or services are endorsed by or associated with Academy.

SECTION 10. INDEMNIFICATION Medical Protective shall indemnify and hold Academy harmless from any liability incurred or loss, injury, damage, cost or expense suffered by Academy, including reasonable attorney's fees and other costs of defense, arising out of or relating to any act or omission of Medical Protective or its officers, agents or employees relating to this Agreement or material breach of this Agreement by Medical Protective. Academy shall indemnify and hold Medical Protective harmless from any liability incurred or loss, injury, damage, cost or expense suffered by Medical Protective, including reasonable attorneys fees and other costs of defense, arising out of or relating to any act or omission of Academy or its officers, agents or employees relating to this Agreement or a material breach of this Agreement by Academy.

SECTION 11. NONDISCLOSURE AND CONFIDENTIALITY. The parties acknowledge that during the term of this Agreement each will be exposed to confidential and proprietary information of the other including, without limitation, software, business, financial, legal, technical, commercial customer, or other information designated as confidential expressly or by the circumstances in which it is provided (the "Confidential Information"). Confidential Information shall not include information that:

- (a) is public, or becomes publicly known, unless the information becomes publicly known as a result of a

breach of this Agreement;

(b) is, at the time of disclosure to the other party, already known to the other party without restriction on disclosure and the other party can demonstrate that such information was in its possession by furnishing written documentation which predates disclosure;

(c) is, or subsequently becomes, rightfully in the other party's possession without an obligation restricting disclosure, and without the other party being aware of a breach of this Agreement; or

(d) is explicitly approved for release by written authorization of the disclosing party. The parties hereby agree that during the term of this Agreement and thereafter, they shall hold the Confidential Information in trust and not disclose it to any person or entity, except to: 1) its own employees, officers and directors and its attorneys who have a need to know such Confidential Information and who have been advised of the nondisclosure requirements of this Agreement; and 2) such other persons as the other party may approve in writing, provided that all such persons shall have first executed a confidentiality agreement in a form acceptable to the other party. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information (and in no event less than a reasonable degree of care). The parties agree that each will promptly notify the other in the event that a party learns or has reason to believe that any person to whom such party has given access to the other's Confidential Information has violated or intends to violate the nondisclosure requirements of this Agreement and such party will at its own expense, cooperate with the other party in seeking injunctive or other equitable relief. The parties acknowledge and agree that the disclosure of any aspect of the other party's Confidential Information may immediately give rise to continuing irreparable injury to such party that cannot be adequately compensated by an award of damages at law, and that such party shall be entitled to seek immediate injunctive relief protecting against such disclosure, in addition to any other legal remedies which may be available. In the event that a third party seeks to obtain Confidential Information from a party, such party shall take all reasonable steps to notify the other party within 72 hours of its receipt of notice of the third party's request for Confidential Information and shall take such further steps as are necessary to protect such information from disclosure including, but not limited to, obtaining a restraining order from a court of competent jurisdiction. The party whose Confidential Information is the subject of the subpoena, discovery or other request, shall reimburse the other party for all reasonable expenses incurred by that party in its attempt to protect the Confidential Information.

SECTION 12. RELATIONSHIP BETWEEN THE PARTIES

The parties agree that, in performing their responsibilities pursuant to this Agreement, each party is in the position of an independent contractor. Nothing contained herein shall indicate that the parties have a relationship or contractual liability other than as specifically set forth in this Agreement.

SECTION 13. NOTICES. All notices given pursuant to this Agreement shall be

in writing, addressed as indicated below, and delivered in person; by first class mail, postage prepaid; or by telecopy with confirmation receipt. Such addresses as indicated below may be changed by either party by giving written notice of such change to the other party.

Academy:

Leon Stanislav
The Tennessee Academy of General Dentistry
1827 Memorial Drive

Medical Protective:

Mr. Eric Clark
Medical Protective
General Manager and Dental Leader
5814 Reed Road
Fort Wayne, IN 46835
Telephone: 800-4MEDPRO

SECTION 14. CHOICE OF LAW. This Agreement shall be interpreted and construed in accordance with the laws of the state of Tennessee and venue for any action arising under this Agreement shall lie in the District Courts of Allen County, Indiana

SECTION 15. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other party.

SECTION 16. WAIVER. A failure of either party to enforce, at any time, any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision.

SECTION 17. SEVERABILITY. In the event anyone or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

SECTION 18. MERGER. This Agreement contains the entire understanding between the parties.

SECTION 19. MODIFICATIONS. No amendments shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF the undersigned represent that they are authorized to enter into this Agreement as of the date and for the term set forth below.

THE TENNESSEE ACADEMY OF GENERAL DENTISTRY

By:

Its:

Signature:

Date:

MEDICAL PROTECTIVE

By Eric Clark

Its: General Manager and Dental Leader

Signature

Date:

**Tennessee Academy of
General Dentistry**

Gary M. McCown,
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**Official Publication of the
Tennessee Academy of General
Dentistry**

**TNAGD Annual
Meeting 2010**

**SAVE
THE
DATE!**

August 13-14, 2010

EDITOR'S COMMENTS

GARY M. MCCOWN, DDS, MAGD

This past September, I attended the 25th anniversary meeting of the IAOMT. They are a multidisciplinary group consisting of physicians, dentists, educators and researchers.

Our first president, in his address to the membership, asked an interesting question. "Who are the future leaders of our organization?"

Then he asked every member in attendance to stand. Following that, he asked every current officer to sit down. Then he asked every current board member to sit. He asked every past officer or board member to sit. Then he asked every member over 60, 50 and 40 years old to sit.

There were only THREE MEMBERS still standing.

Then he announced: "Gentlemen. Here stands the future of your organization!"

Where is the future of ours?

Obviously, we are not the only professional organization with this problem.

The TNAGD board of directors has spent much time addressing this question. It seems that we active members recognize the value of membership and participation in AGD activities but many young dentists do not.

There is a flood of continuing education opportunity in the market place and we are only one group that competes for the attention of younger dentists. How we decide to work to attract young dentists is vital to our continued growth as a professional organization.

One of the problems is that the new members we would like to attract are not likely to even read this. So it becomes the responsibility of our current members to actively promote the benefits of membership in the TNAGD.

We all need to crawl out of our caves and communicate with both young and older general dentists who are not AGD members. We need to discover what they desire in both CE and enhanced professional relationships.

Then we need to find a way to deliver.

