



## Re-treating Patients When an Associate Leaves

By TDIC Risk Management Staff

Hiring an associate brings the opportunity to lighten workloads and potentially drive in new business. But as with any relationship, both parties may eventually agree to part ways. In worst-case scenarios, the split may not always be amicable, and your patients and practice as a whole may suffer unwelcome consequences.

As a practice owner, dealing with re-treatment can be one of the most difficult issues, and it may be especially challenging when the dentist who originally treated the patient is no longer with the practice.

The Dentists Insurance Company reports a case in which a practice owner had heard from multiple patients who were unhappy with the treatment they received from an associate who was no longer with the practice. The owner referred the patients to the former associate to resolve their issues, while the associate referred the patients back to the owner.

Frustrated by a lack of resolution, some of the patients called the practice and demanded refunds. They threatened to take legal action and file a report with the Dental Board if their money was not refunded.

While the practice owner believed it was the associate's responsibility to address the situation, the patients actually belonged to the practice and not to the treating dentist. Therefore, it was the owner's responsibility to respond to the patients' concerns and ensure continuity of care, either by completing the treatment themselves, having or hiring another associate within the practice to treat them, or referring them to another dentist or specialist for treatment completion.

As demonstrated by the case above, patients may become disgruntled with both dentists if they believe they are getting the runaround or perceive there are arguments in regards to who pays for re-treatment.

One way to prevent this from happening is to have an associate agreement in place with a re-treatment clause when bringing on an associate. Re-treatment clauses usually address how re-treatment issues will be handled for a specific period of time. These clauses set the terms for objectively validating the need for patient re-treatment (i.e., through a neutral third-party dentist) and establish a financial agreement if re-treatment is required.

One associate dentist involved in a re-treatment dispute reported that he did not have a contract agreement with his former employer and was only paid a percentage of the total patient payments the practice received. When another dentist found an open margin on a restoration the associate had performed while still with the practice, the patient demanded a full refund from the owner to cover re-treatment. The owner provided the patient with the associate's contact information and advised her to reach out to him directly to resolve her concern. However, the associate dentist felt it unfair to have to absorb the entire cost of re-treatment as he only received a percentage of the profit. When handling re-treatment disputes, practice owners are encouraged to take into account the percentage an associate received to more easily reach a resolution.

If you do find yourself caught in a re-treatment dispute, remember that the patient always comes first. Treat the patient without delay and work out the details with the former associate separately on the side. Remember, a few hundred dollars upfront in patient care is cheaper in the long run than the cost of a damaged reputation. By putting the patient first, you demonstrate the quality of care others can expect when visiting your practice.

Keep the following tips in mind to minimize your practice's risk when dealing with re-treatment:

- Patients belong to the practice; therefore, it is the practice owner's responsibility to ensure continuity of care.
- Before hiring an associate, manage your risk by mutually agreeing on a clear-cut, well drafted associate agreement. The agreement should include a re-treatment clause to provide seamless continuity of care for patients.
- Consult with a professional attorney for assistance drafting your contract and for review prior to signing it.
- At the beginning of the business relationship, clearly establish who is responsible for re-treating patients if the associate leaves.
- If a patient is in mid-treatment and the treating dentist leaves the practice, complete the treatment in progress yourself or refer the patient to another dentist or specialist for completion to ensure patient care is not compromised.
- Avoid criticizing the original treating dentist's work. Simply state your observations based upon clinical findings. If the patient questions the quality of the previous work, state that you cannot speak for the other dentist or the direction he or she took.

Adhering to these guidelines can help safeguard compliance with contractual obligations and state dental boards. For more information on how to protect your practice when hiring an associate, or yourself when separating from a practice, visit [tdicinsurance.com/reference-guides](http://tdicinsurance.com/reference-guides).

**Questions? Call TDIC's Risk Management Advice Line at 800.733.0633.**

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