

MANAGEMENT & MARKETING

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A previous installment of this column (JCO, March 2000) advanced the idea of hiring a semiretired orthodontist as an associate. In this month's article, Dr. David Grove presents another way in which an experienced orthodontist can be utilized. The idea of a locum tenens or substitute practitioner is not new to dentistry, but it has seldom been used in orthodontics.

Dr. Grove answers many of the questions and concerns that a practicing orthodontist might have about bringing a stranger into the practice. He also covers in detail the preparations necessary for a successful experience.

With an ever larger percentage of clinicians reaching retirement age, the locum tenens concept may well become commonplace. There certainly are advantages to the practicing orthodontist in keeping the office running, as well as new opportunities for the clinician who doesn't want to maintain a private practice, but still doesn't want to retire completely.

HOWARD D. IBA

My Life as a Locum Tenens

After practicing orthodontics for 30 years with only a few two-week vacations, I wanted to take some time off to smell the roses and spend more time with my family. For two years, I looked in vain for a locum tenens or an associate/ partner. Not finding either, I decided to sell my practice, semiretire, and offer my own services as a locum tenens. I figured there must be many orthodontists who want more time off to enjoy life and take stress-free family vacations, while maintaining patient services without the typical loss of office production.

You might be concerned about having an unknown orthodontist come into your practice. What will the patients think? How will the staff react? Can patients be started and debonded? These are all legitimate questions.

I had the same concerns when I became a locum tenens myself, only in reverse. Beginning with my first experience, however, I have had only positive results. In that first office, over four days, I performed 11 full bondings (new starts) and 10 debondings. The cost to the practice was about 10% of the four-day production, but for the first time, normal production and cash flow continued during the vacation week.

Prior Planning

The key to success is the orthodontist's advance preparation of the staff, communication with the patients, and discussion with the locum tenens about how patients are diagnosed and treated. I suggest you contact the locum tenens as far ahead as possible to arrange for dates of coverage, as everyone's calendar tends to get filled well ahead. I recommend scheduling patient appointments as usual during that period. The first time you have a locum tenens work for you will be the most time-

consuming in terms of paperwork, but you should not have to repeat the entire process every time. This article and the forms provided are for informational purposes only. The author assumes no liability for them, and they should not be used without customization to fit each individual situation, after consultation with legal counsel.

The major items that must be addressed before bringing a locum tenens into your office are:

1. Contact the AAO malpractice insurance company carrier at (800) 622-0344 as soon as possible once you and the locum tenens have reached an agreement. The company will want to know the other doctor' s AAO member number and how many days he or she will work. You will probably have to mail or fax this information on your letterhead. After you receive an endorsement in writing from your insurance carrier, mail or fax a copy to the locum tenens, who will be unable to work in your office without this endorsement (Fig. 1). AAO malpractice insurance will allow you to add the locum tenens coverage at no extra charge for the first 30 consecutive days. Coverage may be extended at a nominal charge for an additional 90 consecutive days during any 12- month period. If you have an insurance carrier other than the AAO, you will have to contact your carrier and arrange for similar coverage.
2. Notify your state board of dental examiners in writing of the doctor' s name, license number, and expected dates of seeing patients in your office. Call before mailing this information; a fax is usually sufficient.
3. Notify your patients and parents as soon as possible so they have time to become comfortable with the idea of a substitute doctor. Send a letter to all active patients, and post a copy at the front desk for patients and parents to see (Fig. 2). If you don' t use specific dates on the letter, you will not have to send out another mailing the next time. You may even want to add a sentence to your patient contract advising that you may have a locum tenens in the office at appropriate times. In addition, staff members should tell patients or parents in person when the locum tenens will be seeing them at their next appointments. There should be no surprises.
4. Coordinate a meeting with the locum tenens the day before the first patient day to acquaint him or her with the office and staff. Use this occasion to communicate doctor-to-doctor regarding diagnosis and treatment. Decide how you want to answer frequently asked questions such as, "When do you think I will be finished?" (You might have the locum tenens say, "Oh, that is for Dr. X to decide; you can ask him at your next appointment.") Every day the locum tenens is in your office, there should be a morning huddle to advise the doctor about the patients scheduled that day. To maintain quality of treatment and efficiency, direct the staff to guide the locum tenens where he or she is needed. Also remind the staff to introduce the doctor personally to each patient.
5. Send a letter to your referring dentists including the locum tenens' s resume (Fig. 3). This has been warmly received and is good public relations.
6. Establish a short, simple contract between the two doctors (Fig. 4).

Reactions

Before my first week as a locum tenens, I was unsure how the parents and patients would see me as the fill-in orthodontist. Surprisingly, the most common statements were, "I' m glad Dr. X was able to get away for a vacation," and, "It was nice that Dr. X had you here for emergencies like this."

The orthodontist had this to say when he returned: "The locum tenens arrangement was a win-win situation for both of us and turned out better than I had anticipated. . . I enjoyed the time off without worry while maintaining production and income levels, rather than an overhead loss as in the past. No problems occurred, and you were there to see emergency patients. The feedback from patients and staff was very positive. Thanks again, and I am looking forward to having you here many more times."

Staff reactions included:

- λ "Dr. Grove made all of our patients feel very comfortable with him, and he was fun to work with!"
- λ "Dr. Grove made our staff feel very comfortable and made sure we had a good time. Thank you so much."
- λ "We really enjoyed having Dr. Grove here! He is very kind, and our patients really enjoyed him."

Conclusion

Making the decision to have another orthodontist in your office while you are gone is the biggest hurdle you will face. Once you have taken that step and have gone through the first locum tenens experience, you will wonder why you didn' t do it before. Future vacations or time away from the office will go like clockwork and be even more stress- and worry-free.

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FIGURES

AMERICAN ASSOCIATION OF ORTHODONTISTS INSURANCE COMPANY			
(A Risk Retention Group)			
P.O. Box 306, Montpelier, VT 05601			
		Endorsement No.	
Attached to and Forms a Part of Policy Number	Endorsement Effective	Insured	Agency and Code
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.			
Locum Tenens Endorsement			
<input type="checkbox"/> AAOIC INSURED:	Dr. John Doe 100 Main Street Anytown State 00000	<input type="checkbox"/> NON-AAOIC INSURED	
<u>Name of Locum Tenens</u>	<u>Neu Lic #</u>	<u>Eff. Coverage Dates</u>	
Dr. Locum Tenens		Month, days, year	
<u>AAO Member #</u> 00xxxx	<u>Calif Lic #</u>		
<u>Address</u>	<u>Wash Lic #</u>		
<u>City, State, ZIP</u>	<u>Phone:</u>		
<p>It is hereby agreed that the locum tenens, as defined herein and named above, is afforded coverage under this policy for all sums which the locum tenens shall become legally obligated to pay as damages because of an injury as a result of a medical incident arising out, and occurring during the period, of the locum tenens' practice of orthodontics for the named insured.</p> <p>For purposes of this endorsement, the term locum tenens is defined as an orthodontist who is temporarily serving as relief or substitute orthodontist for the named insured in relation to the named insured's practice as an orthodontist.</p> <p>Regardless of the addition of the locum tenens, the total amount we will pay for all damages because of injury to which this insurance applies shall not exceed the limits of liability shown in the Declarations.</p>			

This endorsement shall be effective the first day of practice for the **named insured** by the **locum tenens** and shall expire upon the **locum tenens'** cessation of practice for the **named insured** or 120 days after the assumption of the **named insured's** practice, whichever comes first.

It is understood that there will be no charge for coverage of the **locum tenens** for the first 30 consecutive calendar days.

Additional Premium Due: \$ _____

Except as modified by this endorsement, all other terms and conditions of this policy remain unchanged.

(Authorized Representative)

DATE

Fig. 1 Sample endorsement for locum tenens from AAO malpractice insurance company.

Dear Mr. and Mrs. Jones:

It is with great pleasure that I introduce you to Dr. Locum Tenens.

Dr. Tenens has practiced orthodontics for X years and [short biography].

I feel fortunate to have Dr. Tenens to replace me when appropriate, allowing me time away for continuing education and even a vacation once in awhile. I am very pleased to have an experienced, knowledgeable, and pleasant person here to ensure that treatment will continue normally and emergencies will be taken care of in my absence. He is licensed to practice dentistry in [list states]. His full resume is available for anyone to see at the front desk.

Thank you for welcoming Dr. Tenens to our practice. As always, call our office if you have any questions or concerns.

Sincerely,

Dr. John Doe

Fig. 2 Sample letter to patients and parents.

Dear Dr. Smith:

It is with great pleasure that I introduce you to Dr. Locum Tenens.

Dr. Tenens has practiced orthodontics for X years and [short biography].

I feel fortunate to have Dr. Tenens fill in for me from time to time, allowing me time away for continuing education and even a vacation once in a while. I am pleased to have an experienced, knowledgeable, and pleasant person here to ensure that treatment will continue normally and emergencies will be taken care of while I am gone. He has licenses for [states listed], and his resume is enclosed.

Dr. Tenens will be here at various times in the future. If you have any questions or instructions or need more information, please call me.

Sincerely,

Dr. John Doe

Fig. 3 Sample letter to referring dentists.

Agreement for Fill-in Orthodontic Services	
This agreement is made between:	
Permanent Orthodontist:	John Q. Doe, DDS, MS
Name of Practice:	
Address:	
And branch practice address:	
Fill-in Orthodontist:	Locum Tenens, DMD, MS
Address:	
RECITALS	
A. Permanent Orthodontist will be out of the office an average of XX days per month over the next X years.	
B. Permanent Orthodontist has asked Fill-in Orthodontist to see Permanent Orthodontist's patients not more than 119 days per calendar year, as allowed by permanent orthodontist's malpractice insurance carrier, over the next X years.	
C. Fill-in Orthodontist has agreed to do so.	
D. The parties wish to memorialize their understanding in this Agreement.	
WITNESSETH:	
In consideration of the mutual covenants contained herein, Fill-in Orthodontist agrees to provide fill-in orthodontic services to Permanent Orthodontist, and Permanent Orthodontist agrees to use Fill-in Orthodontist's services, on the following terms and conditions:	
1. Fill-in Orthodontist will see Permanent Orthodontist's patients at Permanent Orthodontist's offices during regular hours on the Fill-in Dates.	
2. Fill-in Orthodontist will perform all orthodontic services according to at least the standard of care in the locality of Permanent Orthodontist's practice.	
3. Fill-in Orthodontist will be an independent contractor and neither a partner nor an employee of Permanent Orthodontist.	
4. Fill-in Orthodontist will be paid at the flat rate of \$ XXX.00 per patient scheduled day, plus: (a) full reimbursement for round trip travel between Fill-in Orthodontist's starting locale (usually his residence in XX city) and Permanent Orthodontist's office; and (b) lodging.	
5. Permanent Orthodontist will pay for all costs of service and will be entitled to collect and keep all professional fees for all services rendered by Fill-in Orthodontist.	
6. Each party agrees to indemnify and hold the other harmless from and against any and all claims, suits, damages, fees, and costs arising out of acts and omissions of the other party and their respective employees.	
7. For the entire period of the Fill-in Dates, Permanent Orthodontist will, at the sole expense of Permanent Orthodontist, cause Fill-in Orthodontist to be added to Permanent Orthodontist's professional liability insurance as an additional professional insured and Permanent Orthodontist will, prior to the first Fill-in Date, deliver to Fill-in Orthodontist written proof of such coverage from the insurance company.	
8. The parties agree to execute any and all other documents reasonably necessary to effectuate this Agreement. In addition, if this Agreement omits or is ambiguous as to a material term, the parties must negotiate the term in good faith and, if they are unable to reach agreement on that term, it shall be supplied by a court according to the standard of what is reasonable under the circumstances.	
9. In the event of litigation or arbitration between the parties, the non-prevailing party must pay all reasonable costs and attorneys' fees and expenses of the prevailing party.	
10. Time is of the essence of all terms and conditions herein. All acts must be performed strictly on time.	
11. Any modifications or extensions of this Agreement must be in writing and signed by all parties.	
12. This Agreement shall be binding on and inure to the benefit of the heirs, personal representatives, successors, and assigns of the respective parties hereto.	
13. This Agreement may be signed in counterparts, and it will be effective as soon as all parties have executed at least one counterpart.	
14. A facsimile signature shall have the same effect as an original ink signature.	
Dated: _____	Permanent Orthodontist: By: _____ John Q. Doe, DDS, MS
Dated: _____	Fill-in Orthodontist: By: _____ Locum Tenens, DMD, MS

Fig. 4 Sample contract between orthodontist and locum tenens.