In the Spotlight

20 Years of Unity, Pride, and Service

It’s 1992. Bill Clinton was nominated for President and health care issues are dominant in the campaign. The median household income is $30,636 and the Rodney King beating trial has concluded. Silence of the Lambs wins the best picture, and Washington captures the Super Bowl.

The crisis in medical malpractice insurance continues, and Massachusetts dentists decide to take charge. Just as their ancestors revolted against foreign rule, our colleagues reject domination by the commercial insurance industry. They decide to take a bold move to control their own destiny.

We’re energized, yet frightened. Embarking on unknown waters to do battle, as a profession, against the giants of the U.S. insurance industry. Can we ever hope to win?

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2012 EDIC Spring Webinar Series

Periodontal Plastic Surgery:
Bone and Soft Tissue Grafting for Teeth and Dental Implants

— FOR EDIC INSUREDS ONLY —

Wednesday, May 9th, 2012, 7:00 PM, EST
Presented by: Dr. T. John Megas Jr., DMD,
Private practice in Springfield, MA -
Specializing in Periodontist & Implantology

This program will review current and innovative trends in periodontics and implant dentistry, emphasizing the team approach. This lecture is designed to enhance your understanding of surgical techniques that will provide an optimal functional and esthetic result for your patients.

New Technologies in Implant Dentistry

Wednesday, May 23rd, 2012, 7:00 PM, EST
Presented by: Dr. Jon A. Ruel, DMD, MScD,
Private practice in New Bedford, MA -
Limited to restorative, prosthetic, and implant dentistry

The webinar will present techniques such as on site development and ridge augmentation, provisionalization, digital dentistry, and CAD/CAM technology to enhance your implant practice and make it more fun and profitable.

To learn more about these webinars and to register, go to:
http://edicevents.webex.com

EDIC is an ADA-CERP recognized provider, and dentists may earn two CEU credits per session and be eligible for risk management insurance discounts.
A patient, a 63 year old male, was initially seen in 2007 by the insured general dentist who developed a treatment recommendation for implants to replace the patient’s missing teeth number’s 1 through 21 and 29 through 32. The plan was to place implants at site number’s 19, 20, 29 and 30. On October 8, 2008 the insured placed implants at the sites of number’s 20, 29 and 30. During this procedure, the insured decided to place a bone graft at site #19 and then wait for it to heal prior to placing the implant. An impression for a full upper denture was done and the denture was delivered in November of 2008. In January of 2009, abutments were placed on the implants at numbers 29 and 30, but not on number 20. In February of 2009, the insured did an extraction of tooth number 21 and placed an immediate implant at number 21. The insured removed the implant at number 20 and performed additional bone grafting. On May 26, 2009 the insured planned to place the additional implant. When the insured opened the area at number 19 through 21, he found that the lingual bone covering the number 21 implant had resorbed so he performed additional bone grafting. On July 28, 2009 the patient was told of a questionable prognosis for the implants in the lower left area. However, the patient was sent for a CT scan of the area which indicated the insured could proceed with the implants at the area of site numbers 20 and 21, but not at site numbers 19 and 20 without very invasive bone grafting. On April 22, 2010 the insured placed an implant at number 18 and replaced the implant at number 21 along with bone grafts. The patient called the insured the next day and reported he had an anesthesia of the lower left lip. The insured advised the patient that it sometimes can take several days to a week to fully resolve, but to come back in a week if it does not get any better. On May 5, 2010 the insured took a cone beam CT scan of the area, and it confirmed that the posterior implant had been placed through the inferior-alveolar nerve. The insured called an oral surgeon, and the oral surgeon advised the insured to remove the implant at number 18 and refer the patient to the Massachusetts General Hospital (MGH).

The patient was seen at the MGH oral surgery department on May 13, 2010 and they confirmed that the most posterior lower left implant transected the inferior alveolar nerve by 270 out of the 360 degrees in circumference as it exited the mental foramen causing an anesthesia to the lower left lip area. On June 15, 2010, an exploration and repair of the transected lower left inferior alveolar nerve was performed. Post-operative visits through September 27, 2010 indicate sensation returned in the form of tingling. The bills incurred at MGH totaled $32,140.00.

EDIC had the case reviewed by an expert periodontist. He agreed that the implant at the site of number 18 had partially severed the nerve, and could only be the result of negligent placement by the insured general dentist. The insured had used a surgical guide to place the implants at the site of numbers 18 and 21, but the guide was made from an impression that was six weeks old by the time of the implant placement surgery. The insured believed that tissue remodeling had occurred during the six week time frame that caused him to place the implant 2 mm off line mesially. He did admit that this was something he should have checked on prior to placing the implant, and he agreed to allow EDIC to attempt settlement.

The patient filed suit, alleging that he was left with a permanent burning sensation in the lip that wakes him from sleep three to four times a week. He also claims pins and needles in the bottom lip when the lip is touched or comes in contact with hot or cold sensations. The final report from the oral surgeons stated that from the standpoint of somatic sensation, the patient had had a functional sensory recovery. They believed the patient’s complaints of pain and burning where neuropathic and could be managed with medication.

The patient’s attorney’s initial demand to settle the case was $250,000. After several rounds of negotiations, the case was settled for $160,000.
Risk Management Comments

Technological advances have assisted many dentists in the placement of implants. Although the increased use of 3D imaging and CAD/CAM technologies have increased the success rate of integration of implants, the key component of any successful surgery is still the human one! In this case study, perhaps an over-reliance on the technologies lulled the dentist into a false sense of security. The old carpenter’s adage that you measure twice, and cut once comes to mind. The dentist in this case should have checked the surgical guide one last time during his clinical pre-surgery exam prior to using it to place the implant. He may have noticed the change in the contour of the tissues, and made the necessary adjustments so as not to have placed the implant into direct contact with the nerve.

Frequently Asked Questions (FAQs)

1. Are there special requirements for keeping records of HIV positive and substance abuse patients?

Yes, under state and federal law, records of these patients are treated specially. You should consult with the law in your jurisdiction. In Massachusetts, for example, a patient’s HIV status or substance abuse counseling cannot be disclosed unless there is a specifically worded authorization from the patient or a specific court order. A general authorization or court order is not enough. Release of such records without proper authorization or order can subject the record keeper to civil penalties and tort liability for breach of confidentiality.

2. Can a subsequent treating dentist be forced to testify "against" the prior dentist?

Yes, if you are subpoenaed, you must appear to testify, but you should not discuss your patient’s care and treatment without an authorization or court order. Furthermore, you cannot be forced to give opinions about the care of the prior dentist. Only facts can be compelled by subpoena, not opinions which do not relate to your medical care and treatment.

3. If you waive your bill or return a fee, can that be used against you in a malpractice action by that patient?

Yes, depending on the circumstances, it may be considered an admission of liability. If you waive your bill in the face of a threatened malpractice action, you should have the patient execute a release of liability, or at a minimum, include a statement that the return of the fee is a gesture of good will, and not an admission of any negligence on your behalf.
Twenty Years of Unity, Pride, and Service
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Fast forward. It’s 2012. The debate on health care continues unabated. Eastern Dentists Insurance Company celebrates its twentieth anniversary with a declared victory for our profession. Now serving ten Eastern States, our company has returned millions of dollars to our profession: to policyholders, dental schools, and dental societies. Even more importantly, EDIC has provided the finest risk and claims management possible to our colleagues. We have defended claims more aggressively than any commercial company. EDIC’s results are outstanding and the company has never settled one claim without the dentist’s agreement.

The courage and unity of our fine profession has paid off handsomely. Some doubted whether we could do it, but we never wavered from our “By Dentists, For Dentists”® mandate. By putting our profession above anything else, EDIC has gained the respect and commitment necessary to succeed against the outside interests that previously dominated our market.

Today we can all stand proud. Having delivered what we promised: a long term, financially stable, malpractice insurance company purely committed to our colleagues who own and control it. Let no one sell our profession short and thanks for the memories.

Charles P. Hapcook, DDS
President & CEO, EDIC
chapcook@edic.com

Commercial Insurer vs Doctor Insurer:
A New Jersey Example

The recent acquisition of Princeton Insurance Company by Medical Protective has raised questions in many doctors minds as to what changes may occur going forward. While it would be speculative to name exact changes, there is a cultural and business difference between commercial insurers and doctor or association owned insurers.

The first and most obvious difference is that commercial insurers exist primarily to generate profit for their outside stockholders. They are, for the most part, driven by bottom line results. Doctor-owned companies on the other hand function to provide the best coverage and protection available for their colleagues, and any excess profits that are generated are returned to the insureds.

Doctor companies also generally have a better understanding of the risks involved in medicine or dentistry and have a wealth of experts to call upon for analysis and defense. The Boards of these companies are composed of their peers, many of which may be acknowledged leaders in their particular fields. Doctor or dentist companies also will spare no expense to defend their colleagues’ claims. They use the most qualified experts, will obtain multiple opinions, and will hire the finest defense attorneys available. They understand the importance of protecting a professional reputation.

These companies will also often provide value-added services such as risk management, educational courses, and webinars to their insured colleagues.

When you are making a choice you should carefully consider who will protect you better than your colleagues. That is why EDIC was founded, and why we continue to focus exclusively on dentistry.

What Our Insureds Are Saying...

Your vision 20 years ago was right-on. Free enterprise at the level of reinsurance was unheard of back then. What a great example of success. Congratulations!

Maurice H. Martel, DDS —
Worcester, MA

I cannot believe that it is 20 years already! EDIC was a good investment for all of us and you and your team have done an excellent job.

Dr. Arno Bommer, DMD, Retired dentist —
Tarpon Springs, FL

Once again, EDIC customer service rep Debbie MacDonald clarifying and answering my questions. Debbie has always done so, as well as everyone else I have had the pleasure of talking to at EDIC. Your work and professionalism does not go unnoticed or unappreciated.

Dr. Paul Dengelegi, DMD —
Fairfield, CT
**Employment Practices Liability Insurance (EPLI)**

The Equal Opportunity Employment Commission (EEOC) reports a 32% increase in wrongful employment practice charges filed since 2005.¹ The percentage increase could continue to grow as the economy improves.

**Consider These Actual Claim Scenarios**

- A former employee claims she was unfairly terminated due to religious discrimination and receives $110,000 in back pay and compensatory damages.²
- A current employee files a complaint claiming she was denied a promotion due to her caregiver responsibilities as a mother of two. A settlement of $105,000 is agreed to for the alleged sex discrimination.³

**Why EPLI Coverage is Important to Dentists**

- Improper handling of employee-related issues can be costly. In fact, in 2009 the average EPLI settlement award was $363,748 while the median settlement award was $95,000.⁴ EPLI insurance can transfer the risk so small business owners can focus on running their business.
- It can be challenging to keep up with the numerous federal and state statutes that regulate employee management (e.g., civil rights, age discrimination, equal pay).

**The Hartford Difference**

**Broad Definitions of Key Terms**

- Insured includes full and part-time employees as well as temporary, seasonal, and even certain leased or loaned employees or independent contractors.
- Damages include back pay, front pay and other damages for loss of future earnings.
- Wrongful Act includes failure to grant tenure, retaliation, failure to create procedures and violation of FMLA.
- Loss includes punitive damages where insurable by law.

**Purchasing Convenience**

The Hartford offers one policy convenience within the Spectrum product or your office package policy.

**Hartfordhelp.com**

Our dentists will have full access to this proprietary website full of EPLI-related resources including sample performance reviews and other forms, model employment policies and web-based training on wrongful termination, discrimination, sexual harassment, and ethical behavior. This site is available at no additional cost to customers who purchase increased EPLI limits.

**Have Questions?**

Contact your representative at EDIC/EDIA at 800-898-3342

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Disability Insurance — What, How, When, and Why

What Is Disability Income Insurance?
Disability income insurance provides an income for an insured individual who becomes totally disabled and unable to work. The amount is always a specified percentage—and always less than 100 percent—of the insured person’s regular income at the time the disability occurs.

How Is Disability Determined?
The policy includes a precise definition of what constitutes total disability to qualify for benefit payments. Most policies have a two-step definition of total disability.

Initially, it’s defined as the inability of the insured to perform the duties of his or her own occupation for a specified period of time.

Later, after the specified period ends, and if the insured is still unable to return to work, total disability is redefined as the inability to perform the duties of any gainful occupation for which the insured is reasonably suited by education, training or experience.

Because policies can differ significantly, it’s important to read and understand the definition in any particular policy.

Some policies pay a residual benefit if the insured person is able to return to work, but can no longer earn income at the pre-disability level. The formula for determining the amount of the residual benefit is specified in the policy.

When Do Payments Begin?
Disability policies have a waiting or elimination period that starts when the insured becomes disabled and extends for a specified length of time, typically from 30 to 120 days or longer.

During this period, no benefits are paid. If the insured is still totally disabled at the end of the period, benefit payments begin. This feature helps control the cost of the policy, with a longer waiting period generating smaller premiums and a shorter period generating larger premiums.

The length of the benefit period during which income payments will be made also affects the premium. Insurers commonly offer periods of one, two and five years, to age 65, or for life. The longer the period, the greater the premium.

Depending on who pays the premiums for a disability income policy, any benefits paid might be received by the insured federal income tax-free, in whole or in part.

Why Is Disability Income Insurance Important?
Most wage earners will need a source of ongoing income during their working years if they aren’t able to work. A disability income policy provides that income.

A disability that isn’t covered by insurance can wreck an individual’s or family’s efforts to create a retirement income or to build and conserve an estate.

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EDFIA
Eastern Dental Financial Insurance Agency, LLC
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A Disability Can Happen To Anyone...At Any Time.

• In the last 10 minutes, 490 Americans became disabled.¹
• In the U.S., a disabling injury occurs every 1 second, a fatal injury occurs every 4 minutes.²
• The probability of a white-collar worker becoming disabled for 90 days or longer between the ages of 35 and 65 is 27% for men and 31% for women.³
• Nearly 1 in 5 Americans will become disabled for 1 year or more before the age of 65.⁴

These statistics show it can happen to you. Don’t put your family’s wellbeing, your assets, or your estate at risk. Call EDFIA at 800-898-3342 to ask about this important coverage. Insureds from our endorsed states can participate in a special discount program.

4 Steps to Graduation


Purchase: Malpractice insurance from EDIC: First-year policies for graduating dental students starting at $50.

Post: Your resume for free on the EDIC job board.


EDIC Joins ADEA

In January, EDIC became a corporate member of The American Dental Education Association (ADEA). ADEA leads and serves the institutions, programs, and individuals of the dental education community, representing all 71 U.S. and Canadian dental schools as well as hundreds of allied and postdoctoral dental education programs and corporate members. EDIC is thrilled to join such a beneficial organization for dental education to help address issues that influence education, research, and oral health in the educational community.

Voices Heard

Do you have comments on a clinical risk management topic? Go to EDIC’s blog at www.edicforum.com to read monthly clinical bursts and comment on the clinical peer-approved data that is showcased. Your voice can start a discussion that all of our colleagues can join in and comment on. The EDIC Blog offers our colleagues a platform to express their opinions on clinical topics and risk management advice that we share with the community. We are stronger together as alliances when we can learn from each other.

EDIC On The Move

Spring has arrived and EDIC will be attending and sponsoring some great events throughout the East. If you are attending any of these events, please stop by and speak to one of our marketing representatives to learn more about EDIC’s products, services, and value-added benefits “By Dentists, For Dentists®”. As always, EDIC has great risk management literature at each of these events that every colleague should have. For an up-to-date listing of events, go to www.edic.com/news-and-events.html

April 5  BU Career Day
April 13  BU Goldman Gala
April 18  SUNY Buffalo ASDA Fair
April 19  VCU Clinic Day
April 25  UCONN Dental Expo
May 1    UPENN Oral Health Fair
May 4    Columbia Reunion Day
May 21   UMDNJ Senior Awards
Sept 24  Tufts Reunion Weekend
Sept 24  Tufts Golf Tournament

Photos:
(Top L) At Yankee Dental Congress 2012-Barry Regan, EDIC VP of Claims and Risk Management, (Top R) Local ASDA reps from TUFFTS School of Dental Medicine and UCONN School of Dental Medicine at the ASDA National Conference, (Bottom R) EDIC Account Executive, Leah Graves in center with Rebecca Liu (L) from TUFFTS School of Dental Medicine along with TUFFTS ASDA rep and EDIC YDAC member Denise Tong (R) at the ASDA National Conference.

Photo Above:
(L) Mr. Young Yi from Harvard School of Dental Medicine, and (R) EDIC President and CEO, Charlie Hapcock at Yankee Dental Congress 2012. Mr. Yi was awarded the Matthew Boylan Scholarship which was sponsored by EDIC and presented at the Yankee Dental Student Reception on January 25th, 2012.
Note From the Editor

As EDIC's very first employee, it is with a great deal of pride and sentiment that I edit this 20th year commemorative edition of "On the Cusp." Time flies when you are having fun. For me, it has been a privilege and a joy to witness our president, Dr. Hapcook's, breadth of vision become a reality; to work with dental directors of true integrity whose focus was not only value-added services but just as importantly, intrinsic values added; and to participate in the development of a quality staff whose dentist-focus, service-orientation, and dedication is second to none. Quite the legacy in 20 years.

For those dentists out there who are not yet insured with us – isn’t it time that you hitch your wagon to our star? Quantitative evidence that EDIC is a remarkable company is the 99% renewal rate of our insured dentists (and I might add the 99% retention rate of our employees). This loyalty stems from our shared pride in belonging to the history of EDIC. My hope is to have the opportunity to be just as proud to work with you towards a shared future. Call now (1-800-898-3342) and join us.

So as Dr. Hapcook ends, so do I. Thanks for the memories. Memories that I will always hold close to my heart.

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We welcome your comments about On the Cusp. Please contact our editor, Sheila A. Anzuoni, at sanzuoni@edic.com, or call at 1-800-898-3342.

Join Our Community!