CNA HealthPro

FAQs – Restrictions of PPO Plans

Q: I signed up with a new PPO plan a few months ago. Since joining, I've begun to wonder whether the plan's service restraints and reimbursement limitations might create potential liability for me. What do I need to know to properly handle the differences between what I would like to do and what I'm allowed to do?

A: The contractual limitations imposed by managed care agreements remain an issue for many dentists enrolled in such plans. While joining a PPO or DMO might bring more patients into the office, it also brings *contractual* patient care obligations that do not exist within the duty a dentist has in a non-managed care dentist-patient relationship. These contractual obligations may increase a dentist's risk of a malpractice claim and create an unwanted and awkward dilemma.

The best way to avoid being trapped by onerous contractual obligations is to read the managed care contract in its entirety before you sign it, and seek legal advice when necessary. Be certain the plan's parameters regarding patient care, practice management, and referrals coincide with your own. If there are aspects of the provider agreement that burden you with unwanted or unacceptable risks, the most prudent risk management choice is *do not sign it!*

Professional negligence and its relationship to both indemnity dental insurance and managed care dental plans call for the application of one critical principle. *A dentist's duty to treat each patient at or above the standard of care is independent from both the method and the amount of reimbursement the dentist receives for treating that patient.* Therefore, dentists have the same basic responsibilities and duties to *all* patients in their practice, a view the courts have upheld in numerous cases. Insurance programs and managed care plans do not alter that duty.

Prudent risk management dictates that the contractual limitations of a dental benefit plan must not dictate your own standard of care. Your diagnosis of a patient's need for treatment and your recommendation of a specific treatment plan to address those needs may not always correspond with the benefits available under such plans. Regardless of whether or not a benefit is available, you retain the duty to recommend the most appropriate treatment for your patient. It is up to *your patient* to decide whether or not to assume the financial responsibility for services that fall outside the plan's benefit criteria. In many cases, a patient will not want to proceed with care for which there is no benefit. That option is within the patient's freedom of choice. However, the lack of benefits does not alter the patient's clinical condition, nor your professional obligation to recommend appropriate care to treat that condition.

In your situation, having already signed the contract, the key to minimizing liability is diligent adherence to informed consent protocols. Fully explain all treatment options and considerations to the patient, including the long-term prognosis for each option. Be certain your patient understands both the need for care and the limitations of the benefit plan. Explain the necessity, alternatives, and risks of your recommended treatment, including the risks of not proceeding with treatment. Only then will the patient be able to provide their informed consent or informed refusal to your treatment recommendations. Finally, thoroughly document the content of your conversation with the patient and the patient's decision in the progress notes section of the patient record.

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