

ODA Today

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Dental insurance and covering another dentist's practice

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"No good deed ever goes unpunished." This saying could be very apt when it comes to trying to do the right thing in the wrong way. A good example of this involves billing dental insurance for care provided by one or more well-meaning dentists who are covering the practice of a disabled, ill, injured, impaired or deceased colleague.

In these situations, the covering dentist(s) typically provides his/her services at no charge to the practice and expects patient and insurance payments to be directed to the practice. The hope is that the covering dentist(s) will be able to maintain the practice's viability until the dentist they are filling in for returns or the practice is sold.

Many times the covering dentist(s) just wants to provide care without any entanglements with, or even knowledge by, dental insurance or managed care plans of their involvement in the office. Failure to properly disclose what is going on in the practice, however, can lead to unintended and untoward consequences for all involved.

Correctly completing the American Dental Association's dental claim form is critical to both ensuring proper reimbursement for the provided services and for avoiding legal improprieties. Particular attention should be paid to claim form sections

Billing Dentist or Billing Entity (boxes 48 through 52A) and Treating Dentist and Treatment Location Information (boxes 53 through 58).

The ADA's *Current Dental Terminology 2011-2012* instructs that the Billing Dentist or Billing Entity section "provides information on the individual dentist's name...or the name of the group practice/corporation that is responsible for billing and other pertinent information. Depending on the business relationship of the practice and the treating dentist, the information provided in this section may not be the treating dentist." This section should not be completed if the patient is submitting the claim directly to the insurance company.

The Treating Dentist and Treatment Location Information section "must be completed on all claims. Information that is specific to the dentist...who has provided treatment is entered in this section."

Failure to properly complete the claim form, including correctly identifying the actual treating dentist, could amount to insurance fraud.

Health care fraud may occur when an individual or entity intentionally deceives or misrepresents the health care services that have been provided knowing that this act could result in some unauthorized benefit or reimbursement.

Failure to properly identify both the billing dentist or entity and the treating dentist would typically be considered as intentional misrepresentation and likely viewed as fraudulent behavior.

Similarly, submitted claims that

cannot be reconciled with the documentation in the patient record could present significant concerns for the practice and/or treating dentist(s) relative to continuity of care, claims/chart reviews or audits or in responding to patient complaints that are submitted to peer review, the Ohio State Dental Board or the courts.

Oftentimes third-party payers are tipped off to apparent claim form improprieties by patients who question an explanation of benefits that does not accurately reflect who actually treated them. Random or programmed claims/chart reviews can also reveal who actually provided the care.

While some states have regulations that specify requirements for dental records, Ohio does not have regulations that directly address the recordkeeping that must be maintained in situations where one or more dentists cover for another dentist's practice. It is expected however, that the record accurately reflect both the care that was provided as well as the actual treating dentist if multiple dentists are rendering care in the same practice.

Professional liability insurance companies also note that inaccurate and/or inadequate patient records can prevent them from successfully defending dentists against meritless malpractice complaints.

Things can get a little trickier when any of those involved are members of a preferred provider organization, dental health maintenance organization or other

type of contracting dentist network or organization.

It is a very good idea to have some form of written agreement between the practice and the dentist(s) who are covering it. It is particularly so when any of the involved parties are in a contracting agreement with a third-party payer.

Non-contracting dentist covering a contracting dentist's practice

Generally speaking, insurance reimbursement for any work done by a non-participating dentist will be sent directly to the patient/subscriber, even if the non-participating dentist is covering for a practice that is participating with the insurance company. A patient's assignment of benefits to the practice will not supersede this.

If the non-participating dentist wants the insurance check to go directly to the practice, then he/she will likely need to sign a participating provider agreement with the plan(s) with which the office contracts. This contract can typically be limited to those services the dentist provides in the practice and would not have to apply to work the dentist does in his/her own dental practice.

Once this agreement is in place (along with the written agreement between the covering dentist and the practice), then the insurance plan will send its reimbursement checks directly

to the practice. The covering dentist will be listed in the plan's participating provider directory as an associate of the practice he/she is covering for. Patients the covering dentist sees in his own practice would not be entitled to the discounted fees. The limited contract between the dentist and the insurance plan may be terminated by either party as the need arises.

Since contracts are typically not retroactive, it is important to be as proactive as possible in addressing these contractual issues to ensure proper and timely reimbursement to the practice.

Contracting dentist covering a non-contracting dentist's practice

Similar concerns exist when a contracting dentist covers the practice of a dentist who does not contract with the same plans as the covering dentist.

Reimbursement checks for work done by the contracting dentist will typically be sent to the non-contracting practice. The reimbursement amount however, will be at the participating dentist's fee level and the participating provider contract will prohibit balance billing the patient.

In order for the non-participating practice to be

able to balance bill the patient, the participating dentist will likely first need to inform the contracting insurance plan that the dentist wants to be considered a non-participating dentist for work done at the non-participating practice location only. Once the dentist finishes covering for the practice, then he/she should inform the plan of this change in status.

Ethical, regulatory and contractual considerations

The ADA's *Principles of Ethics and Code of Professional Conduct* and the Ohio Dental Practice Act both provide guidance relative to the ethical and regulatory aspects of addressing this issue.

The ADA's *Principles of Ethics and Code of Professional Conduct* calls on dentists to communicate truthfully. It specifically states that "dentists shall not represent the care being rendered to their patients in a false or misleading manner."

From a regulatory perspective, the Ohio Dental Practice Act authorizes the Ohio State Dental Board to take disciplinary action against dental licensees or permit holders who obtain or attempt "to obtain money or anything of value by intentional misrepresentation or material deception in the course of practice."

Additionally, the OSDB may take action against licensees or permit holders who know this type of

misrepresentation or deception is happening in their facility and permit it to occur on a recurring basis.

Participating provider agreements address this issue in a variety of ways. They often expressly prohibit dentists from collecting any fee for services contained on a claim on which false information has been consciously provided.

Submitting for services not actually performed, misrepresenting the rendering provider and submitting claims for services performed by non-participating dentists under a participating provider's license number are all typical examples of prohibited acts in participating provider contracts.

Lessons learned

Proper documentation is a must for ensuring continuity of care, proper billing and reimbursement and risk management. This includes written agreements between the involved parties and the legal and ethical obligations to properly complete the dental claim form.

It may be necessary to consult with competent legal counsel to clarify expectations and protocols for the involved parties, including any contracting dentist organizations.

It may also be necessary to contact the applicable contracting dental plans to determine the appropriate steps to take to ensure the interests of all involved are properly accounted for.

"A recurring theme for dentists to minimize their troubles with third-party payers and regulators is to make accurate reports to dental insurance and have the proper documentation to back up what they're submitting claims for," stated Steven R. Moore, DDS, chair of the Ohio Dental Association Council on Dental Care Programs and Dental Practice. "Another theme is the necessity to clearly understand any contractual obligations that must be met."

Editor's note: Dental Insurance Corner is intended to offer information and general guidance but should not be construed as legal advice and cannot be substituted for the advice of the dentist's own legal counsel. Dentists should always seek the advice of their own attorneys regarding specific circumstances. ODA members who would like to submit a dental insurance related question, problem or concern may do so by sending the appropriate information to the ODA Dental Insurance Working Group, 1370 Dublin Road, Columbus, OH 43215, fax to (614) 486-0381 or email chrism@oda.org.