

RISK MANAGEMENT IN PHYSICAL THERAPY

April 12, 2017

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TOPICS

- Risk Management Concept
 - Goals of Risk Management
 - A Risk Management Model
- Liability Areas in Physical Therapy
 - PT Lawsuit Claims Study (CNA Insurance)
- Professional Liability Lawsuits
 - What is Professional Negligence?
 - Anatomy of a Lawsuit
- Professional Liability Insurance
 - Legal Protection During Student Clinical Rotation
 - Elements of an Insurance Policy
 - Occurrence Type vs Claims Made Type
- Practical Risk Applications for the PT Setting

RISK MANAGEMENT

CONCEPT

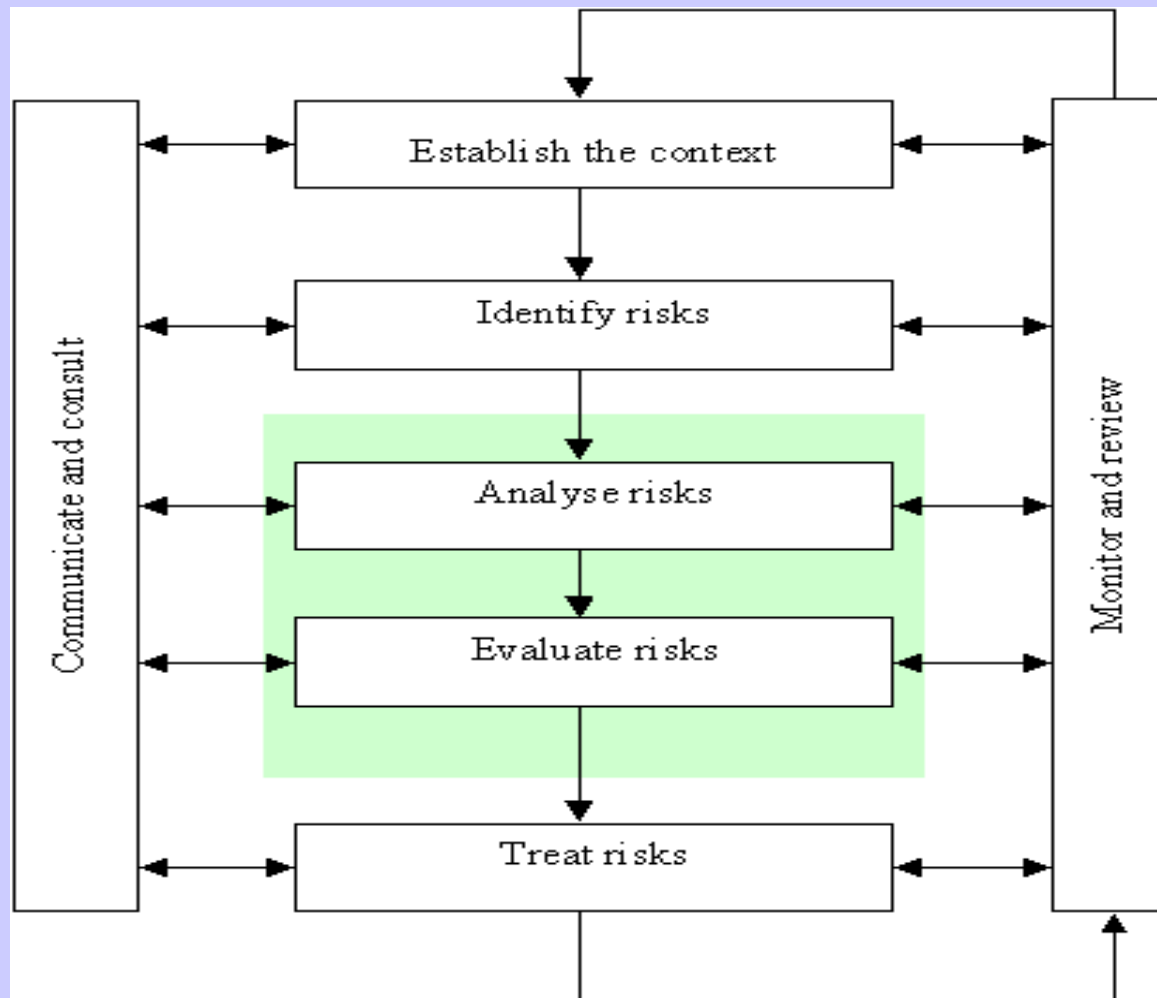


RISK MANAGEMENT GOALS

It is a culture for:

- Improving quality of care.
- Protecting the organization's or your personal assets:
 - Tangible assets: money, physical property.
 - Intangible assets: community goodwill, reputation.

A RISK MANAGEMENT MODEL





RISK MANAGEMENT MODEL

1 - ESTABLISH THE CONTEXT

- Understand your business so you can appreciate the full risk spectrum in which you are practicing physical therapy.
- Clarify your business objectives so your risk management decisions further your success at meeting those objectives.



RISK MANAGEMENT MODEL

2 - IDENTIFY RISKS

- Risks that have the potential to materially affect the organization's capability to meet its objectives.
- Identification Tools:
 - Process based mapping to detail the procedures.
 - Various risk checklists.
 - Audits, physical inspections.
 - Claims history and occurrence report tracking.



RISK MANAGEMENT MODEL

3 & 4 - ANALYZE/EVALUATE RISKS

- Objective is to differentiate minor acceptable risks from major risks.
- Consideration of the sources of risk, their consequences and likelihood.
- Risk Grading Matrix:
 - Risk Impact
 - Frequency

RISK GRADING MATRIX

Low = 1 – 3; Moderate = 4 – 6: Significant = 8 – 12: High = >12

| IMPACT/ LIKELIHOOD | None - Negligible | Low/ Minor | Medium/ Moderate | High/ Major | Extreme/ Catastrophic |
|-----------------------|----------------------|---------------|---------------------|----------------|--------------------------|
| Rare | 1 | 2 | 3 | 4 | 5 |
| Unlikely | 2 | 4 | 6 | 8 | 10 |
| Possible | 3 | 6 | 9 | 12 | 15 |
| Likely | 4 | 8 | 12 | 16 | 20 |
| Almost Certain | 5 | 10 | 15 | 20 | 25 |



RISK MANAGEMENT MODEL

5 - TREAT THE RISK

- Identify and implement the most appropriate risk control option to arrive at the desired or acceptable residual risk.
- Response to risk will utilize some or all of the following strategies:
 - **Take** - some degree of risk, some risk unavoidable
 - **Transfer** - risk cost to others via contracts, insurance
 - **Terminate** - a risk activity or change business
 - **Prevent or Reduce** - nature of risk elements with people, training, operating procedures, monitoring mechanisms, etc.



RISK MANAGEMENT MODEL

6 - MONITOR & REVIEW

As risk controls are set up to manage known and understood causes, it must be recognized that both the risk causes and/or controls may change in extent and effect over time.

LIABILITY AREAS

IN PHYSICAL THERAPY



WHY TODAY'S PATIENTS SUE MORE OFTEN

- Deterioration of provider/patient relationship.
 - Sub-specialization
 - Miscommunication/Non-communication
- Impression that modern medicine works miracle (unrealistic expectations).
- Age of consumerism in a "litigious society".



CNA* 2016 PT CLAIMS STUDY

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- January 1, 2010 through December 31, 2014.
- Approximately 70,000 policy holders through HSPO (Healthcare Service Providers Organization).
- 3,105 closed claims - studied 443 with indemnity payments \geq \$10,000

* CNA is a major insurance company providing professional liability coverage to PTs.

COST OF CLAIMS

- Average indemnity payment to the patient/plaintiff was \$99,122 when a claim was closed with payment.
 - 24.7% increase over last 5 years.
- Average defense expense was \$24,548 when there was a claim with an indemnity payment.
- Average defense expense was <\$15,000 on claims without indemnity payment (i.e. successful defense).

COST BY LOCATION

| Location | # of Closed Claims | % of Closed Claims | Average Paid Indemnity |
|--------------------------|--------------------|--------------------|------------------------|
| Inpatient Acute Hospital | 8 | 1.9% | \$272,214 |
| Aging Services Facility | 10 | 2.2% | \$105,000 |
| Patient home | 33 | 7.5% | \$102,475 |
| PT Clinic - Nonhospital | 376 | 84.8% | \$92,895 |
| Physician Office | 8 | 1.7% | \$26,058 |
| Other | 8 | 1.9% | |

443

COST BY ALLEGATION

| Allegation Category | # of Closed Claims | % of Closed Claims | Average Paid Indemnity |
|-------------------------------------|--------------------|--------------------|------------------------|
| Failure to properly test/treat | 8 | 1.9% | \$292,500 |
| Equipment related | 21 | 4.7% | \$127,448 |
| Improper performance of Manual Tx | 38 | 8.6% | \$126,629 |
| Failure to supervise/monitor | 86 | 19.4% | \$109,678 |
| Improper mgt over course of Tx | 98 | 22.2% | \$104,636 |
| Improper performance of Ther Ex | 89 | 20.2% | \$93,238 |
| Environment of care | 17 | 3.9% | \$90,639 |
| Inappropriate behavior by PT | 8 | 1.7% | \$79,833 |
| Improper performance of Phys. Agent | 78 | 17.5% | \$48,266 |
| | 443 | | |

Improper Mgt of Treatment (22.2%)

| Injury during: | # of Closed Claims | % of Closed Claims | Average Paid Indemnity |
|--|--------------------|--------------------|------------------------|
| Fail report condition to referring phys. | 2 | 2.5% | \$268,750 |
| Assistive device/equipment injury | 2 | 2.5% | \$258,750 |
| Improper pt assessment | 6 | 6.3% | \$185,000 |
| Improper mgt of surgical pt | 29 | 30.0% | \$115,572 |
| Not following referring phys. orders | 18 | 18.8% | \$106,242 |
| Fail to stop - excess/unexpected pain | 10 | 10.0% | \$81,563 |
| Improper mgt of Tx course | 26 | 26.3% | \$59,013 |
| Inadequate record keeping | 1 | 1.3% | \$50,000 |
| Lack of informed consent | 2 | 2.5% | \$40,750 |

Improper Therapeutic Exercise (20.2%)

| Injury during/from Therapeutic Exercise | # of Closed Claims | % of Closed Claims | Average Paid Indemnity |
|---|--------------------|--------------------|------------------------|
| Active resistive or assistive ROM | 19 | 20.8% | \$177,943 |
| Bandage/support/brace | 5 | 5.6% | \$102,524 |
| Improper technique | 24 | 27.4% | \$78,348 |
| Resistance exercise or stretching | 11 | 12.5% | \$74,950 |
| Gait or stair training | 11 | 12.5% | \$68,056 |
| Endurance activities | 16 | 18.1% | \$59,279 |
| Aquatic exercise/therapy | 2 | 2.8% | \$36,250 |
| Improper positioning | 1 | 1.4% | \$30,000 |

Improper Use of Physical Agent (17.5%)

| Injury during/from: | # of Closed Claims | % of Closed Claims | Average Paid Indemnity |
|---------------------------|--------------------|--------------------|------------------------|
| Heat therapy or hot packs | 42 | 54.0% | \$48,612 |
| Electrotherapy | 35 | 44.4% | \$48,515 |
| Cold packs or ice massage | 1 | 1.6% | \$29,500 |
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Improper Manual Therapy (8.6%)

| Injury during: | # of Closed Claims | % of Closed Claims | Average Paid Indemnity |
|----------------------------------|--------------------|--------------------|------------------------|
| Manual Traction | 3 | 6.5% | \$165,000 |
| PROM | 7 | 19.4% | \$137,726 |
| Manual ther - improper technique | 23 | 61.3% | \$124,344 |
| Connective tissue MT or masssage | 5 | 12.9% | \$101,650 |
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Type of Injury

| Severity by Injury | # of Closed Claims | % of Closed Claims | Average Paid Indemnity |
|--------------------------|--------------------|--------------------|------------------------|
| Paralysis | 1 | 0.3% | \$1,000,000 |
| Herniated disc | 31 | 6.9% | \$169,142 |
| Fracture | 141 | 31.9% | \$100,625 |
| Abuse/assault | 5 | 1.1% | \$89,750 |
| Increase injury/symptoms | 64 | 14.4% | \$85,481 |
| Dislocation | 13 | 3.0% | \$84,773 |
| Burn | 83 | 18.8% | \$52,380 |
| Muscle/ligament damage | 32 | 7.2% | \$50,280 |
| Other injuries | 73 | | |
| | 443 | | |

Re-injury vs Other Injuries

| Re-injury/Injury | % of Closed Claims | Average Paid Indemnity |
|-------------------------------|--------------------|------------------------|
| Re-injury | 36.6% | \$103,438 |
| Injury (other than re-injury) | 64.4% | \$96,634 |
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CONCEPT OF

PROFESSIONAL NEGLIGENCE



PROFESSIONAL NEGLIGENCE

(malpractice)

- Duty of care owed:

- ↙ Practitioner-patient relationship
- ↙ Ending the relationship

- Duty was breached:

- ↙ Reasonable person
- ↙ Professional standards

- Damage:

- ↙ Actual
- ↙ Compensatory
- ↙ Punitive

- Causation:

- ↙ Proximate cause
- ↙ Comparative (>1 defendant)
- ↙ Contributory (patient)

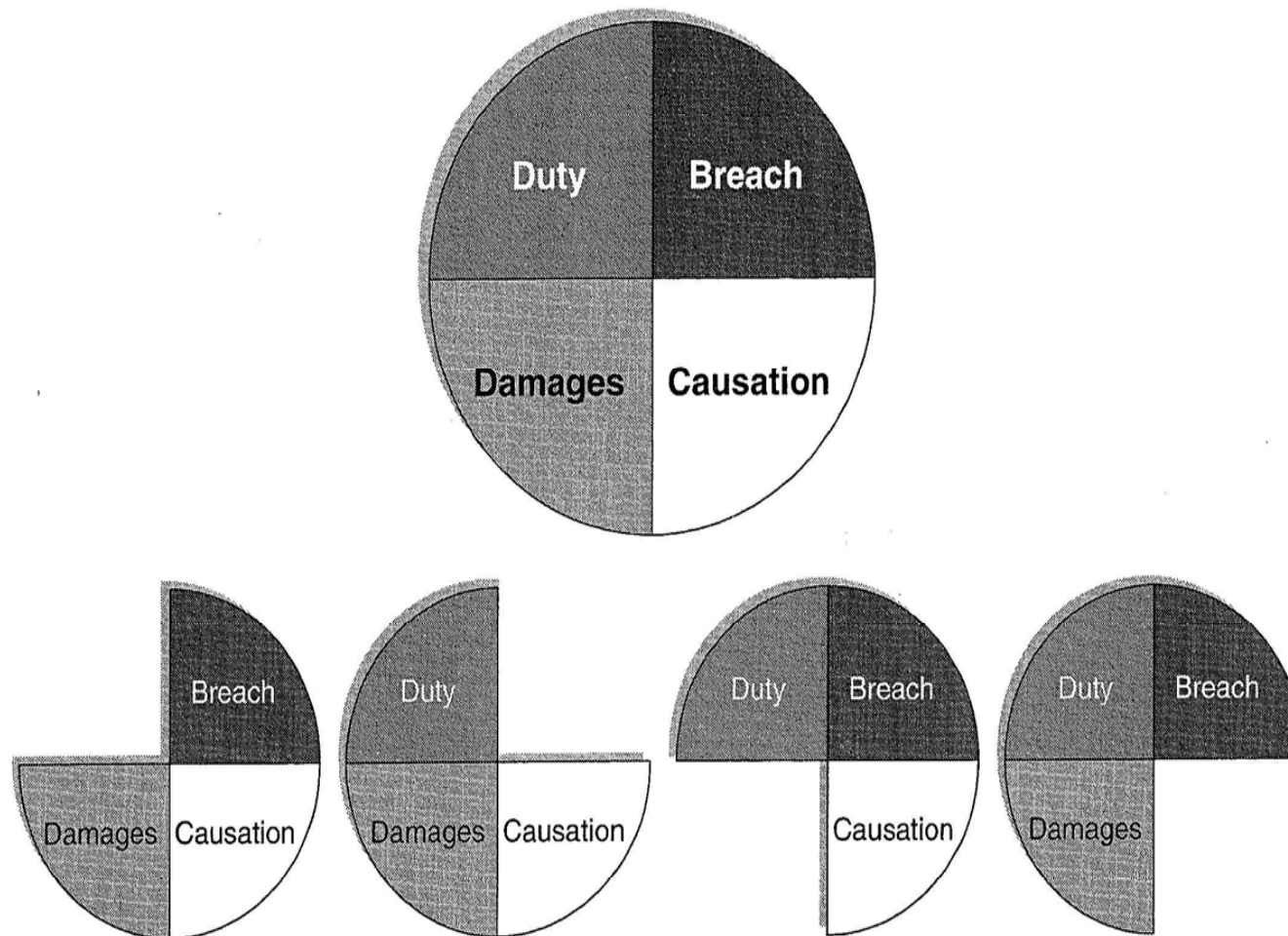
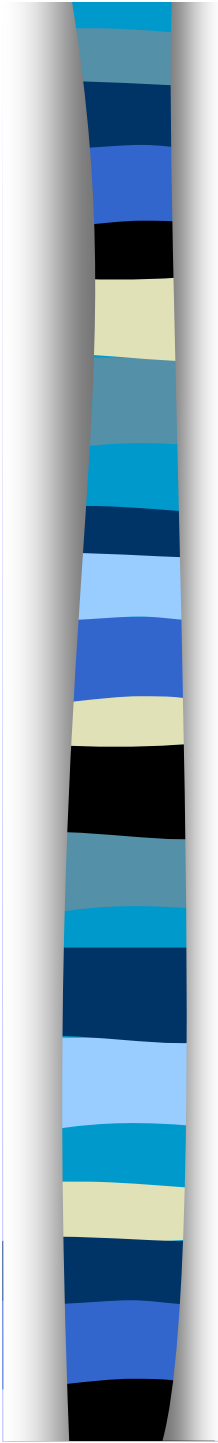


Figure 5.4. Elements that a plaintiff must prove to prevail in a negligence or malpractice case. If a defendant is able to disprove any one of the four elements, the defendant will prevail and avoid liability. (Adapted with permission from D. Kathleen Lewis, Wichita, Kansas.)

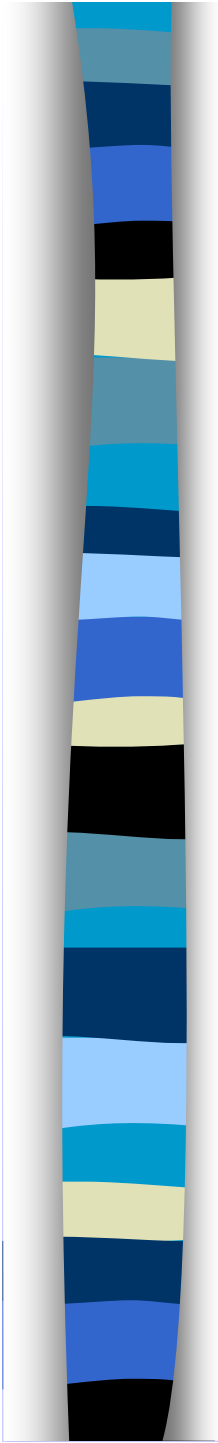


PROFESSIONAL NEGLIGENCE IS NOT NECESSARILY:

- A bad result or unavoidable outcome.
- Choice of one treatment over another.
- Failure to cure or improve.
- Intentional harm - that is criminal.

PROFESSIONAL LIABILITY

LAWSUITS



HOW YOU CAN BE INVOLVED IN THE LAWSUIT PROCESS

- Be a named defendant (the one or one of a group of defendants being sued)
- Be a fact witness (in a case involving someone else, give testimony of what you saw, heard or know about a situation)
- Be an expert witness (give expert opinion regarding the Standard of Care that supports the position of one of the parties)



WHEN TO CONTACT YOUR INSURER (or RISK MANAGER)

- Any incident that would likely turn into a suit (i.e. serious patient injury).
- If you receive a demand from a patient or their attorney for compensation.
- If you receive notice of intent to sue.
- If you receive court complaint/summons.

ONCE YOU HAVE BEEN SERVED or PROVIDED NOTICE!!

- Immediately contact:
 - Your Supervisor (PT Program Director for student)
 - Your Insurance Company if privately insured (Risk Management if employed)
- Don't talk with patient or their attorney.
- Don't admit guilt to anyone.
- Preserve any records you may have.
- You are obligated to cooperate with your insurance company.



"MALPRACTICE" LAWSUIT

(Anatomy of the Process)

- Event - you may be aware of the event or unaware of any issue
- Statute of Limitations (Ohio)
 - 1 year Professional Liability or 2 year Wrongful Death
 - "180 day letter" from attorney/pro se (without attorney) extends statute by 180 days

"MALPRACTICE" LAWSUIT

(Anatomy of the Process)

- Summons and Complaint (filed with court by patient/plaintiff) describes allegations. Court sends copies to all parties. This starts the formal legal process.
- Legal response
 - Complaints must be answered in so many days, so do not delay in contacting your insurance/risk manager.

"MALPRACTICE" LAWSUIT

(Anatomy of the Process)

- Pretrial Phase
 - Discovery: depositions (face-to-face questioning) & interrogatories (written questioning) used to obtain information and documents related to the case.
 - Parties:
 - Plaintiff – the suing party
 - Defendant(s) – the one(s) being sued
 - Witnesses – fellow employees, patient's family, casual observers with knowledge of what happened.
 - Expert Witnesses – hired by each side and generally provide written opinion statements.



"MALPRACTICE" LAWSUIT

(Anatomy of the Process)

- Pretrial Phase
 - Expert witnesses are hired by both sides to address standard of care.
 - One who, by education, training, skill, or experience has expertise and specialized knowledge above the average practitioner.
 - Gives testimony of the SOC expected of a PT similarly trained and performing in a similar situation.
 - Views of opposing expert witnesses can/will vary greatly.
 - Settlement possibilities may be arise
 - As discovery progresses, each side assesses their probability of success and weigh that with continued cost of litigation.



"MALPRACTICE" LAWSUIT

(Anatomy of the Process)

- Trial Phase
 - Jury or bench (judge only) trial: plaintiff decides which type
 - Testimony: Participants provide sworn verbal testimony, which generally has already been revealed through depositions/interrogatories.
 - Verdict rendered at conclusion of trial

- Alternative Dispute Resolution (optional)
 - Mediation: Non binding third party hears case
 - Arbitration: Third party makes binding determination

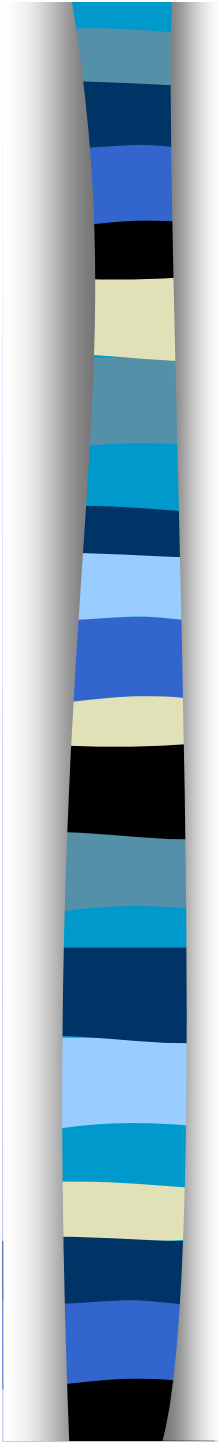


REPORTING LAWSUITS

- Federal Law
 - National Practitioner Data Bank
 - Insurer reports payment (settlements/awards)
- Ohio Law
 - Ohio Insurance Board
 - Insurer reports payments (settlements/awards/expenses)
 - Ohio OT/PT/AT Board
 - No reporting requirement
- Employment/Hospital Staff Privileges
 - May request claims loss history from insurance company

PROFESSIONAL LIABILITY INSURANCE

LIABILITY PROTECTION



LEGAL PROTECTIONS AFFORDED PT STUDENTS

- Indemnification (Insurance)
 - Professional Liability coverage: \$1 million
- Legal representation



DUTIES OF PT STUDENTS ON CLINICAL ROTATIONS

- Work within the scope of your clinical experience.
 - If you are not sure of something...ask for help
- Do not act with a malicious purpose, in bad faith or in a wanton and reckless manner.

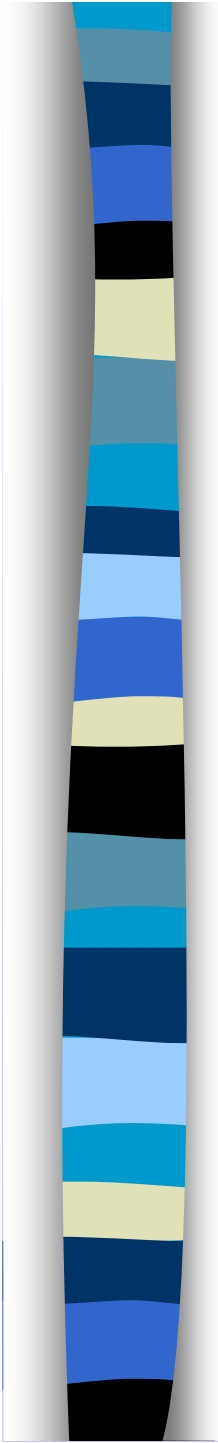
Professional Liability Insurance

- What is Professional Liability Insurance ("PLI"): coverage for acts or omissions in the performance of professional services.

- Medical /Hospital PLI (malpractice insurance)
- Legal PLI
- Architect PLI

- Whether you are buying PLI or having it furnished by an employer.....

.....**know your PLI policy.**



Professional Liability Insurance

Things to Know About Your Policy

- Scope of Practice - Make sure the insuring agreement adequately describes your practice and covered individuals (e.g. coverage for supervision of PTAs, no exclusions for manual therapy or other specialty procedures).
 - Coverage Limits - \$1,000,000 per claim/\$3,000,000 aggregate - minimum for personal limits.*
 - Per claim limit: amount of insurance available for each event. Legal defense will generally be taken out of these limits along with any indemnity payment to the patient/plaintiff.
 - Aggregate limit: total amount available for the policy year.
- * Individual state law caps/ceilings or professional liability pools may reduce the coverage limits needed. This is a state-by-state issue. Ohio does not have caps.



Professional Liability Insurance

Insurance Policy Period and Types of Insurance:

- Insurance operates on a policy year basis. Each renewal is a new policy year that is financially separate from the prior year.
- Claims are assigned to specific policy years, based either on the type of insurance you have:
 - Assigned when the claim occurred (occurrence type insurance); or
 - Assigned when the claim was reported (claims-made type insurance).



Professional Liability Insurance

Occurrence Type vs Claims-Made Type

- Occurrence Type: a claim is assigned to the year the event occurred, regardless of when it was reported to the insurance company. Even if you are no longer with that insurance company, it will cover the claim.

This is the best type of insurance since it guarantees coverage. Many insurance companies, however, no longer provide occurrence type insurance. If it is available, it is quite expensive.



Professional Liability Insurance

Occurrence Type vs Claims-Made Type

- Claims-Made Type: a claim is assigned to the year that the claim is reported to the insurance company, but only when BOTH the alleged incident AND the reporting of the claim happen during the period the policy is in force. Claims made policies provide coverage so long as the insured continues to pay premiums for the initial policy and any subsequent renewals. In other words, to be covered, that claim must occurred and been reported while you had insurance in place with that company.



Professional Liability Insurance

What happens when you have a discover claim after you change insurance companies?

A new insurance company does not cover claims or events that happened prior to the purchase of that new policy (prior acts). So, if the old policy is.....

- occurrence type: no problem with prior acts because the old company will continue to cover you for claims resulting during your coverage with the old company, regardless of when it is reported.
- claims-made type: big problem with prior acts because the old insurance company will not cover a claim because you are reporting it after you left the old company and the new company will not cover because the event happened before you went with the new company. You have a "CLAIMS COVERAGE GAP".

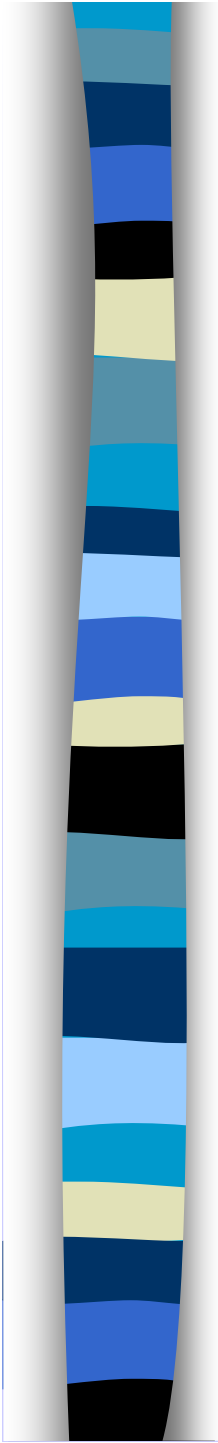


Professional Liability Insurance

Changing companies when you have a
claims-made type policy.....

Need protection from the claims coverage gap -
there are 2 remedies:

- purchase tail/extended reporting coverage from the old policy that picks up late reported claims; or
- purchase nose/pre-existing claim coverage from the new policy that picks up claims that occurred prior to going with the new policy.



Professional Liability Insurance

More Things to Know About Your Policy

- Deductible
 - Higher the deductible, lower the premium
- Settlement Provisions
 - Do you have the right to approve settlement, or
 - Does insurer settle at its own discretion.
 - You want a partnership in the decision
- Exclusions
 - Certain procedures may not be covered, i.e. manual therapy, dry needling.
 - Exposures generally considered uninsurable; i.e.. intentional/criminal acts, sexual abuse.



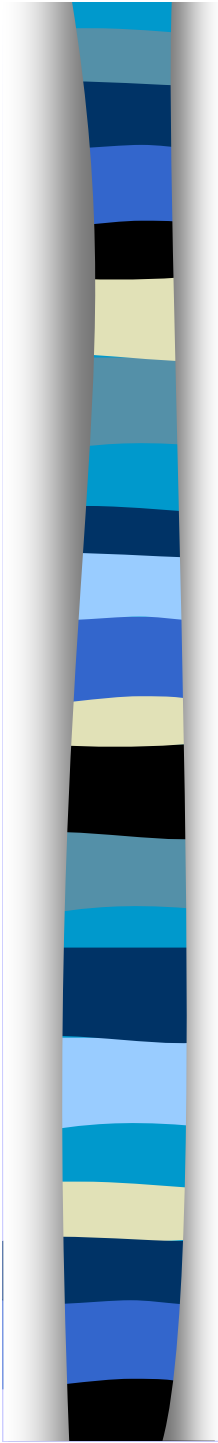
Professional Liability Insurance

Having Personal Insurance

- If you are covered by your employer, do you need your own insurance?
 - Ask for a copy and determine if limits are sufficient to cover you and your co-workers?
 - Is the \$1M/\$3M policy per individual or for whole organization? \$3 million aggregate may not be enough if it covers a practice of 20 PTs
 - Do you have off-work activities that lead to exposure not protected by the employer policy, such as volunteering or moonlighting on another job?
 - Will policy cover you if named in suit after you leave the employer (i.e. is tail coverage provided)?
- Having own policy can give peace of mind that your interests are served if you are sued.

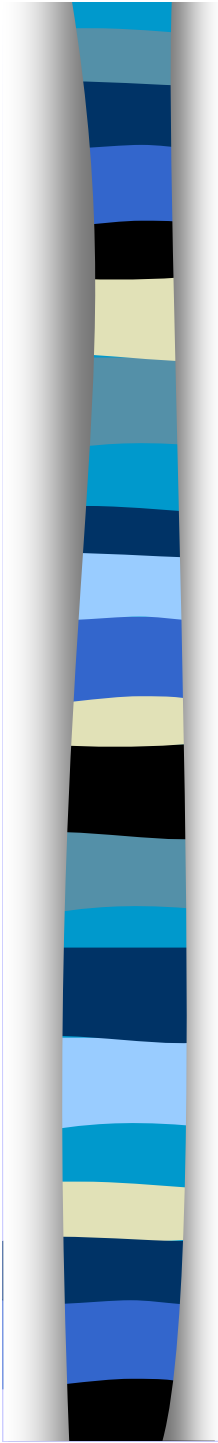
PRACTICAL RISK APPLICATIONS

FOR THE PT
SETTING



PRACTICAL RISK APPLICATIONS: Programs of QI, RM, Safety

- Quality indicators (questionnaires, National Patient Safety Goals).
- Incident reviews (also complaints).
- Infection surveillance & protocols (monitor variances).
- Safety protocols & treatment standards (monitor variances).
- Physical environment safety (PM audits).
- Assure proper patient identification (2 identifiers).



PRACTICAL RISK APPLICATIONS: Fracture Risk Management (31.9% CNA Type of Injury)

- Assess patients for fall & fracture risk.
- Maintain safe environment & equipment.
- Appropriate degree of force or resistance considering patient's diagnosis.
- Appropriate apparel or shoes during patient treatment sessions.
- Appropriate safety devices: gait belts, floor/treatment table pads, safety belts, alarms, etc.
- Respond immediately to any signs of possible fracture & obtain additional medical evaluation as needed.



PRACTICAL RISK APPLICATIONS:

Burn Risk Management (18.8% CNA Type of Injury)

- Clinical appropriateness of modality.
- Evaluate skin, neurological status, ability to communicate.
- Monitor patient closely.
- Document tolerance to treatment & any alteration in skin integrity.
- Monitor equipment: temperature logs on hot packs/paraffin baths, preventative maintenance program on all equipment.



PRACTICAL RISK APPLICATIONS:

Recognize Patient's Conditions & Co-Morbidity Risks

- De-conditioning.
- Osteopenia & osteoporosis
- Cardiac problems
- Diabetes
- Pulmonary disease
- Neurological impairments, dementia
- Vestibular/balance disorders
- Side effects of medication



PRACTICAL RISK APPLICATIONS: Human Resource Management

- Screening:
 - Complete application/reference checks.
 - Background checks: criminal, sex offender.
- Scope of Practice:
 - Conversant with state scope of practice.
- Proficiencies & Competencies:
 - Detailed competency based job descriptions.
 - Annual evaluations to include demonstration of essential skills.



PRACTICAL RISK APPLICATIONS: Supervision/Delegate of Staff (\$98,393 CNA Avg. Indemnity Cost)

- Delegate and supervise appropriately - know the law.
- Identify appropriate tasks.
 - Education, training, skill level, setting, patient acuity, complexity of patient condition.
- Set supervision parameters on how often PT must reassess patient.
- Reassess if patient c/o unanticipated pain, weakness or other danger symptoms.



PRACTICAL RISK APPLICATIONS: Supervision/Delegate of Staff

- Ohio Law (OAC* 4755-27-03)(C): Tasks that Cannot be Delegated:
 - Interpreting available information concerning the referral;
 - Providing the initial evaluation;
 - Developing the plan of care, including the short term and long term goals;
 - Identifying and documenting precautions, special problems, contraindications, anticipated progress, and plans for reevaluation;
 - Selecting and delegating only appropriate tasks in the plan of care;
 - Designating or establishing channels of written and oral communication;
 - Assessing the competence of the physical therapist assistant, other licensed personnel, and unlicensed personnel to perform assigned tasks;
 - Directing and supervising the physical therapist assistant, other licensed personnel, and unlicensed personnel in delegated tasks; and
 - Reevaluating and adjusting the plan of care, when necessary, and performing the final evaluation, determining discharge, and establishing the follow-up plan.

*Ohio Administrative Code



PRACTICAL RISK APPLICATIONS: Supervision/Delegate of Staff

- Ohio Law (OAC* 4755-27-04): Supervision
 - As PT, you're responsible for PTA/aides.
 - Only a PT can supervise PT student.
 - On-site supervision by PT is not required for PTA, but PT must be available by phone.
 - On-site supervision by PT is required for PT student.

*Ohio Administrative Code



PRACTICAL RISK APPLICATIONS: Supervision/Delegate of Staff

- APTA establishes guidelines for PT supervision and delegations. (Standard of Care).
- Medicare ties supervision and delegation requirements to payment of services.



PRACTICAL RISK APPLICATIONS: Supervision of Patient (\$109,999 CNA Avg. Indemnity Cost)

- Supervise each patient to ensure safe therapeutic process.
- Schedule patients in intervals that allow for appropriate supervision.
- Make use of call lights or alert bells.



PRACTICAL RISK APPLICATIONS: Referral Relationship (\$268,759 CNA Avg. Indemnity Cost)

- Refer patients in timely basis back to referring physician if condition changes or additional assessment, diagnosis or treatment is needed.



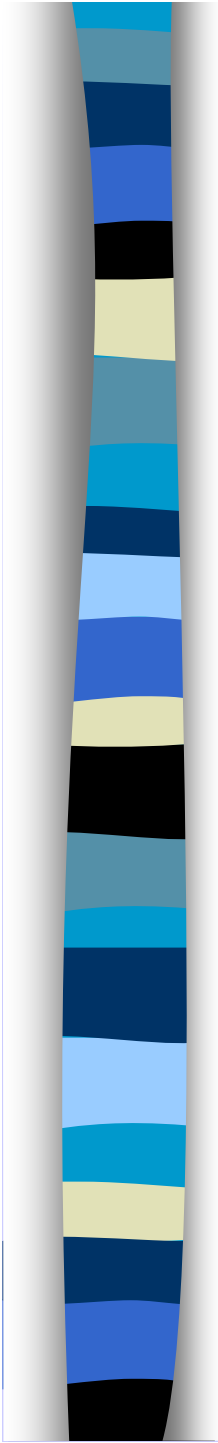
PRACTICAL RISK APPLICATIONS: Patient Communications

- Use listening skills and communicate at patient's level; interpreter if needed.
- Obtain patient consent for treatment, explain procedures/risks/anticipated benefits/potential discomfort during treatment/clinically indicated touching.
- Obtain patient's consent to share information with family.



PRACTICAL RISK APPLICATIONS: Patient Communications

- Elicit patient-stated goals in treatment plan. Encourage the patient but avoid unrealistic promises.
- Encourage patient to ask questions.
- Document discussions with patient and family, including the consent for treatment.



PRACTICAL RISK APPLICATIONS: Bridge the Culture Gap

- Determine patient's proficiency with English.
 - Is there another language of preference?
- Appreciate patient's cultural mores/customs.
 - Eye contact, touching, male-female interaction may be taboo.
 - Understand the cultural role of the family.
- Do your homework when you're not sure.



PRACTICAL RISK APPLICATIONS: Documentation

- Medical records are legal documents - evidence as to what happened during care.
- Documentation can be your best witness and defense in a lawsuit or it can be your enemy.
- Accurate and complete documentation is part of prudent clinical practice.



PRACTICAL RISK APPLICATIONS:

Documentation - Do's

- Check that you have the correct record before you write or make entries.
- Chart a patient's refusal to allow treatment. Be sure to report this to the PT supervisor, patient's nurse and if appropriate, the patient's physician.
- Write "late entry" and the date and time if you forgot to document something, but never after a lawsuit has been initiated.
- Write often enough to tell the whole story.
- Chart preventive measures, such as gait belts, use of call lights/bells, precautions verbalized to the patient, etc.



PRACTICAL RISK APPLICATIONS:

Documentation - Do's

- Chart contemporaneously; e.g. right after treatment (contemporaneous notes are credible).
- Date, time and sign each entry. EMRs do that for you.
- Write legibly, offering concise, clear notes reflecting facts.
- Chart what you report to other healthcare providers.
- Chart all referrals/support efforts.



PRACTICAL RISK APPLICATIONS:

Documentation - Do's

- Chart specifics of the treatment provided, patient response to the therapy.
- Chart patient/family teaching and discharge planning, including assessment of their ability to understand and repeat instructions.
- Chart your efforts to answer your patient's questions.

PRACTICAL RISK APPLICATIONS:

Documentation - Don'ts

- Do not wait until the end of the day to chart and rely on memory.
- Do not alter a record. If you make an error in a paper record, mark through it with one line, indicate you are making a correction, and initial (or sign) and date.
- Do not document what someone else said they heard, saw, or felt (unless the information is critical--then quote and attribute).
- Do not write trivia: "a good session."
(What does that mean?)

PRACTICAL RISK APPLICATIONS:

Documentation - Don'ts

- Do not be imprecise. Avoid terms like "large amounts" and "appears." Be specific.
- Do not write your personal opinions that are not relevant to the patient's care and avoid subjective, derogatory statements, such as that the patient is fat or lazy.
- Do not blanket chart or pre-chart. This type of charting tends to contain actions that were not taken. It is considered fraud to chart that you have done something you didn't do.



PT "RISK" CHECK LIST

- ✓ Know your job & work within its scope (also applies to your PTAs);
- ✓ Stay up-to-date and maintain skills consistent with Standard of Care for PT;
- ✓ Maintain your professionalism and positive/caring relationship with patients, use clear communications;
- ✓ Properly document, document, document;
- ✓ Protect patient confidentiality; and
- ✓ Maintain professional liability insurance.

???QUESTIONS???

