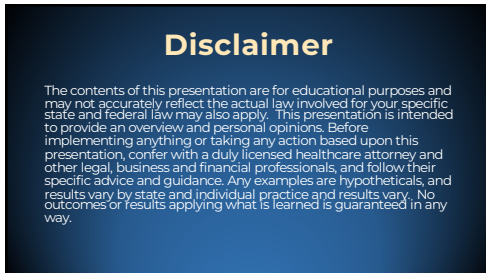




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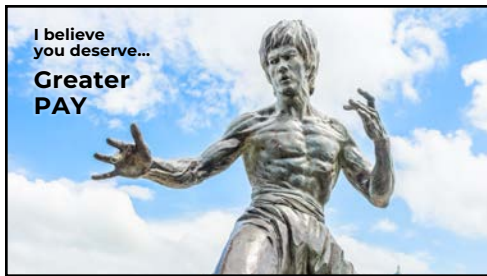
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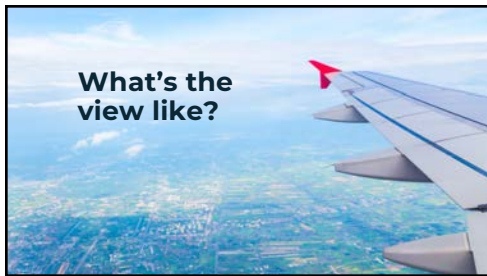
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Michigan SOL & Laws to Know

- SOL for **PI claim** by patient: 3 years (unless tolled)
- SOL for **PIP claim**: 1 year
- SOL for **medical malpractice** by patient: 2 years
- SOL for **breach of contract** against patient: 6 years
- **Negligence rule**: Modified Comparative Fault (51% cut off)
- **Provider protection** method: medical lien contracts (terms key)

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The Bad And Ugly

- Waiting to be paid
- Extra overhead for aging accounts receivables
- Attorneys directing medical care
- Steep bill reductions requested, and some cases are losers
- MedPay-PIP held by attorneys, who may take atty fees from it
- Third party scrutiny leading to insurer and government attacks
- Some PI cases are losers
- Disrespectful attorneys and adjusters
- Fear grips and frustrations rise

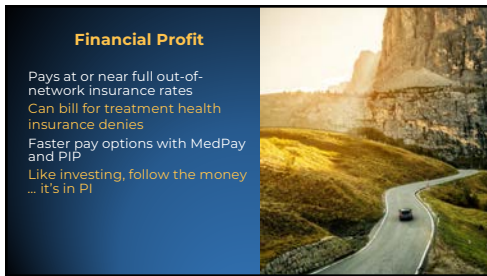
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"Profit" in PI is Even More

- (Often) No insurance paperwork
- No patient financials
- Built-in medical collaboration
- Gateway for new patients
- Feeder for all practice segments
- Improved health outcomes

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Michigan PIP, Insurance & PI

- **Before 2019: mandatory PIP** (covering all), lifetime/catastrophic care
 - Patients couldn't sue the at fault driver for "economic damages" (only pain & suffering)
- **2019 rewrite: opt outs**; often need to recover bills from PI case
 - Patients often need to now sue the at fault driver for "economic damages"/catastrophy for catastrophic
- **Insurer "reasonableness" battle**
 - Was 200%, then 150%, now 100% of medicare rates as maximum
 - Asserting of medicare doesn't cover then "reass" is no or lower pay
 - Medical necessity attacks
 - "Coordinated care", healthcare primary, auto is excess (finger pointing on responsibility)
 - Provider response: patient you pay and deal with PIP insurer (unhappy patients)
- **Suggested actions:** up UM/UIM; med pay add; ID "at fault"; lien key
- **Michigan Must: Up your PI game!**

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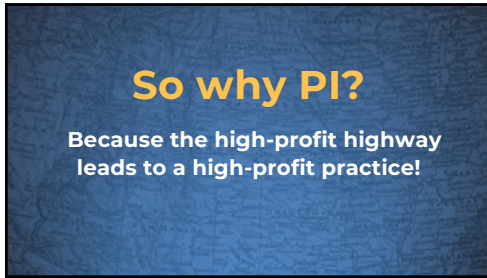


Want to project what **increasing your existing PI AR recovery** could mean?
 How about projecting what your **future PI revenues** can be?

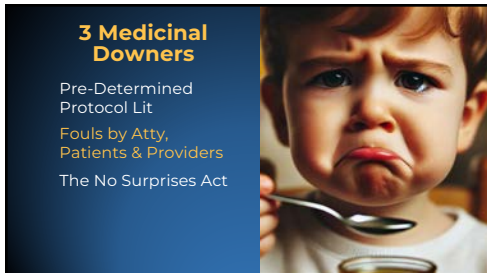
Then play with these calculators we created for you!

<https://pimadeeasy.com/picalculator/>

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- **Clawback** to reimburse for years of payments received
- Tactical use of **NDAs** against you
- Intent to **force informal settlement** benefitting insurers

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Bill Waiver: all existing insured bills
Insured Treatment Ban: 1-2 years (or lifetime)
Pre-Agreement: as to all insurer pay determinations



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PROTECT
Against Pre-Determined Protocol Litigation

Documenting Uniqueness: they keystone; stop cut and pasting
Diagnostics: when medically necessary and document all
Treatment: updating treatment plan (& GFE updates)
Billings: careful on similarity (same DOI, across patient mix)
Peer Referrals: medically indicated; watch frequency, give choices
Attorney Directing Care: never allow, admonish in writing
Texts & Emails: careful with attorneys and patients, and by staff
Patient Education: THEY understand procedures and naming
Seek Malpractice Coverage: even if only for pre-litigation

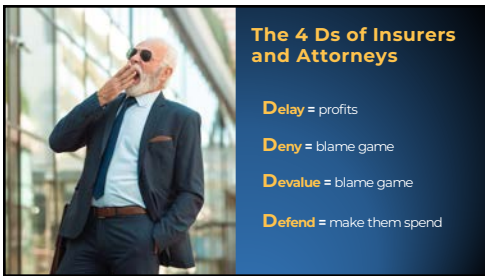
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Attorney Fouls

- Hands-off approach
- Untrained "specialists"
- "Turn & burn" firms
- Directing medical care
- Med Pay is their pay
- Middlemen usage



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Attorney Fouls

- Not communicating
- Issues only after settling
- Not updating anyone
- Misleading everyone
- Not disclosing to clients
- No transparency to you
- New: reliance on AI

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Attorney Fouls

- Wrong law (intentionally)
- Kick-back, fee splitting
- "Pro rata" inequity
- Interpleader errors



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Attorney Fouls

Hiding Settlement details

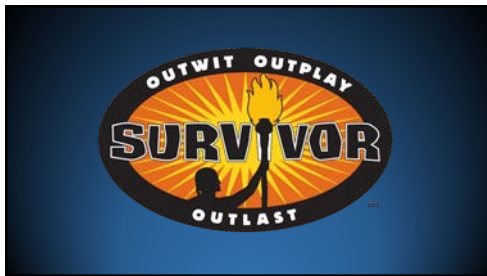
- When?
- Specifics?
- Intended disbursements
- Preferred arrangements
- Phantom costs & extra \$\$
- 33% to 45% attorney fees

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Good attorneys Difficult attorneys Law firm staff

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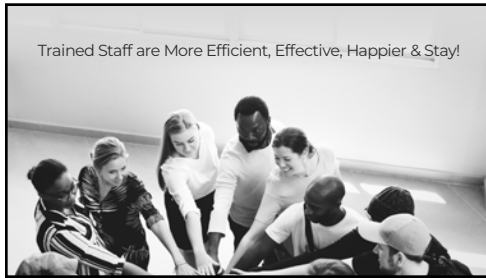
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Side note: Negotiation skill is a business skill and a life skill. ***Mastery takes time.*** Mastery involves levels of constant improvement. So level up! Then level up even more!

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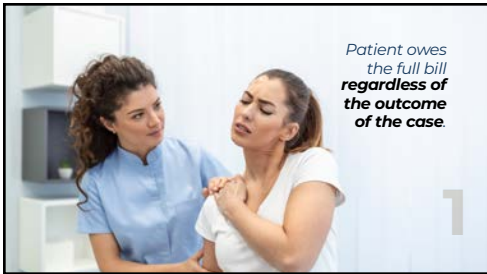
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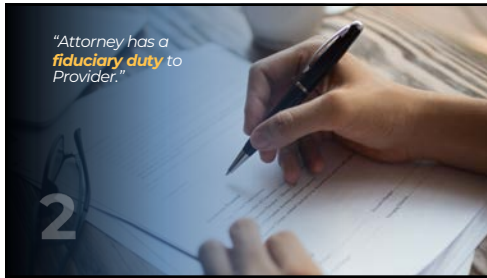
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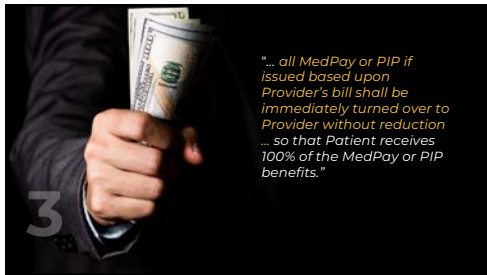
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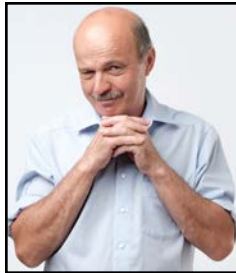
Provider Fouls

Treatment & Approach

- Not medically necessary treatment
- Not setting expectations for all
- Allowing atty to direct care
- Not detecting brain injuries
- Untimely specialist referrals
- No healthcare "on lien" team ready
- Missing MD referrals for extended treatment
- "Final" reports
- Patent flow middlemen
- Cookie-cutter, so not "unique"



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Provider Fouls

Documentation & Procedures


- Poorly written and unsigned Liens
- Allowing intake form inaccuracies
- Missing paperwork (e.g., concussion Qaire)
- Incomplete diagnosis (missing injured body parts)
- Under documentation (time, all body parts injured)
- New: reliance on Artificial Intelligence (AI)
- Not storytelling ("S") using ADLs
- Diagnosis, notes and treatment disconnect
- Holding medical records hostage
- Cookie-cutter, so not "unique"

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Provider Fouls

Billing & Payment

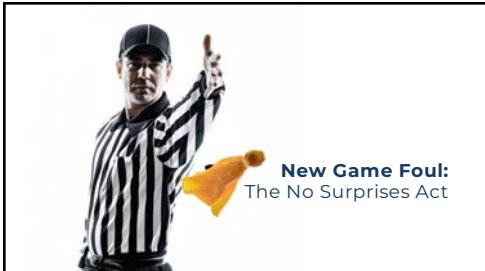
- MediPay/PIP neglect
- Lack of full transparency
- Not sending bills to patients
- Upcoding and false charges
- Illegal Kick-backs (Stark Laws)
- Never getting fully paid
- Huge cash discounts
- Attorney referral machines
- Cookie-cutter, so not "unique"



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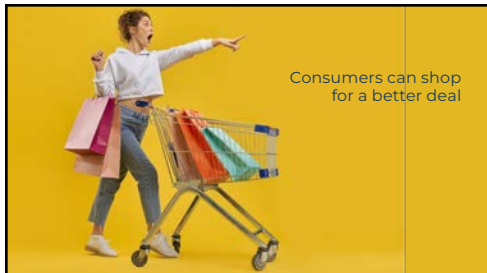
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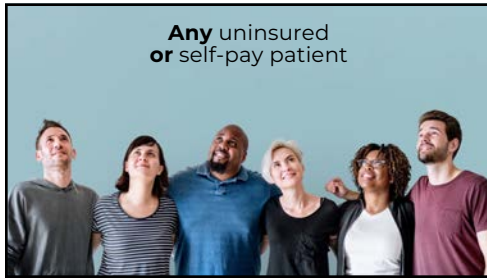
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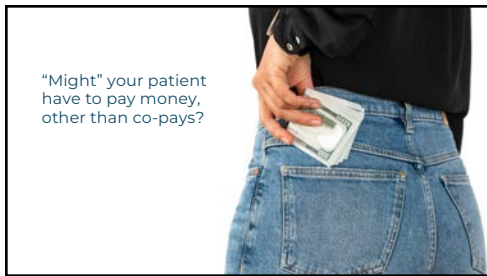
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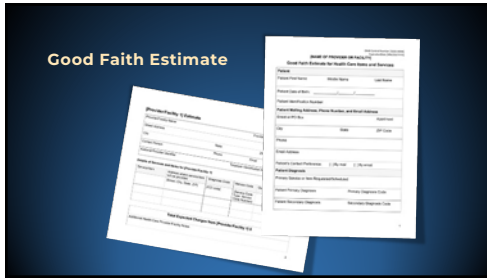
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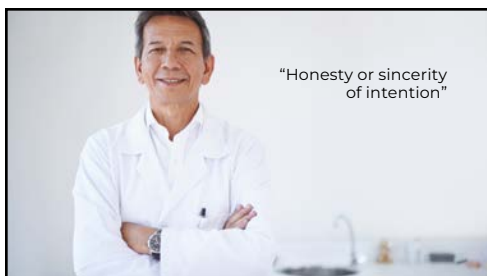
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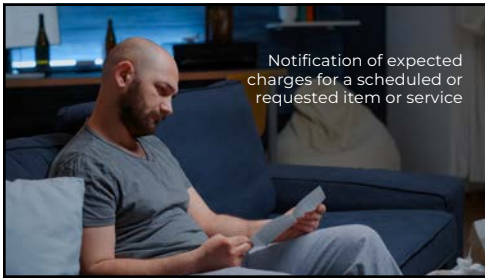
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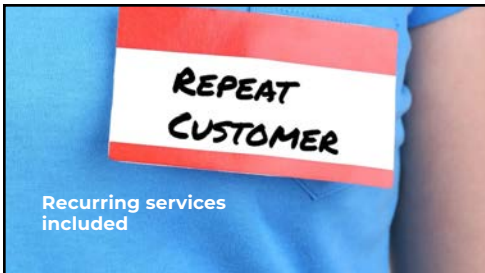
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All “reasonably expected” charges

- All encounters, all patient visits
- All procedures
- All medical tests
- All supplies
- All prescriptions drugs
- All durable medical equipment
- All fees including professional and facility fees

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We only have to list OUR services. Right?

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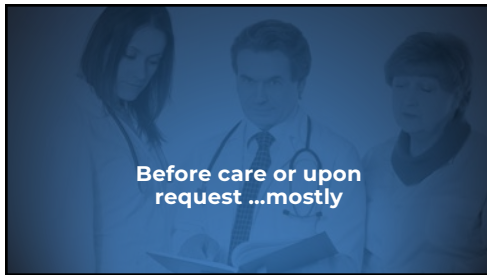
No!

Also co-providers and co-facilities involved

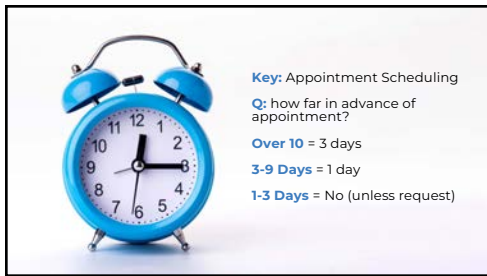
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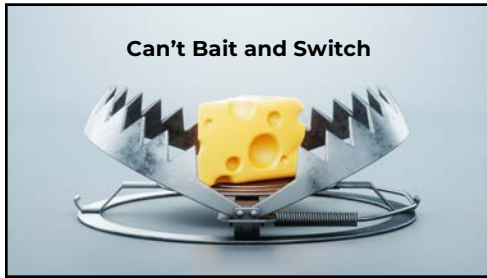
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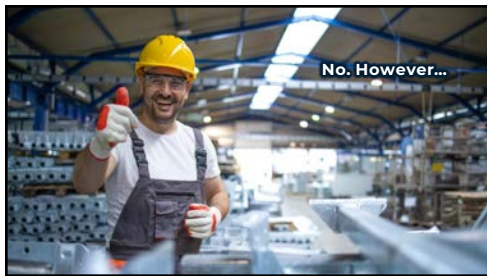
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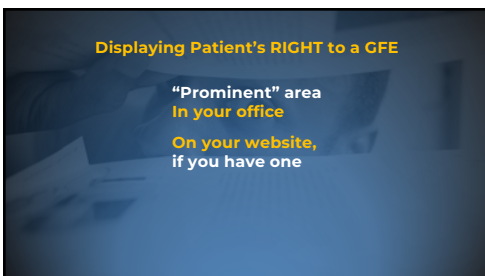
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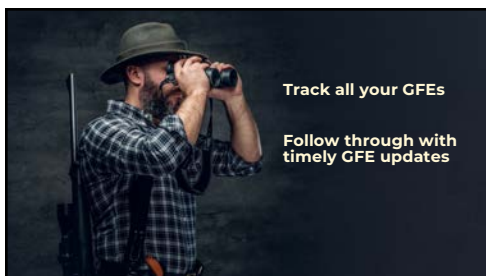
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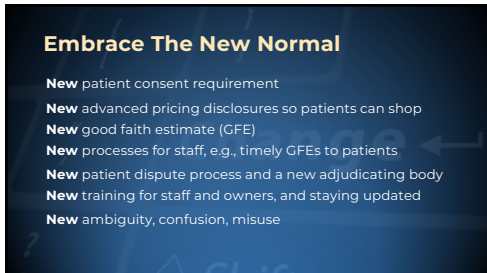
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CMS Taking the Government Lead

CMS Federal Online NSA Portal:
cms.gov/nosurprises

CMS NSA Help Desk:
800-985-3059

CMS NSA Email:
Providers_enforcement@cms.hhs.gov

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10 Keys to the NSA Kingdom

1. The NSA **applies to you** and your patients
2. Keep in mind the NSA's **"spirit and intent"**
3. Provide **prominent notice** of the GFE right
4. Provide **timely, compliant GFEs** for recurring services up to 1 year
5. Provide an **updated GFE** when estimate over by \$400+
6. Have the **patient sign** the GFE, updates and actual bills
7. Track dispute eligibility requirements of **\$400 and 120 days**
8. Timely comply with **PPDR process notifications**
9. Adjust your **processes, training** and **keep updated**
10. **Take advantage** of the term care plan opportunity

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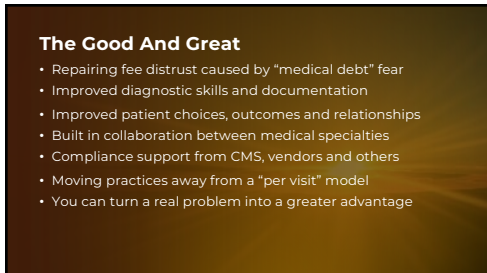
NSA Hack to Catch Up!

1. Every patient bill over \$400, treated on or after 1.2.2022
2. "A *courtesy copy of your bill for your records*" (envelope too)
3. If not yet due (e.g., PI), stated payment not yet due
4. Maintaining proof of patient receipt
 - Fax (saved confirmation)
 - Email (patient confirms can open and viewable)
 - Snail mail (certified or staffer attestation signed/dated and copy kept)
5. Monitored for 150 days (for expiration of 120-day limit)
6. If no PPDR dispute timely filed, likely in the clear!

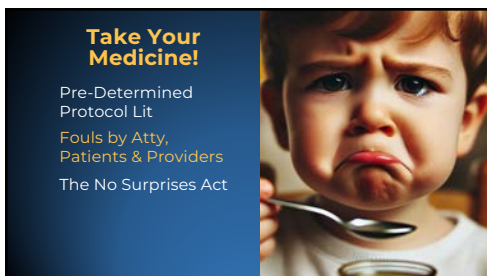
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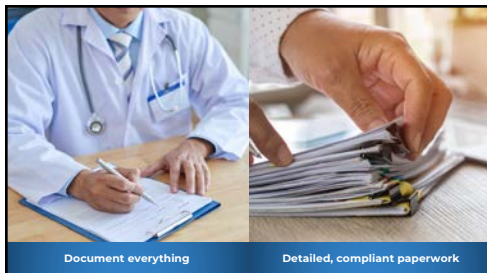
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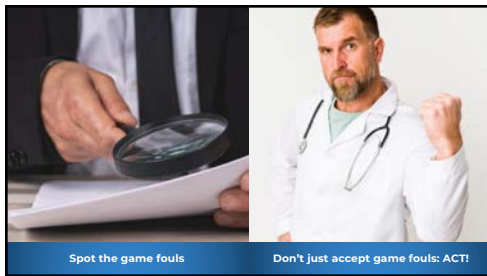
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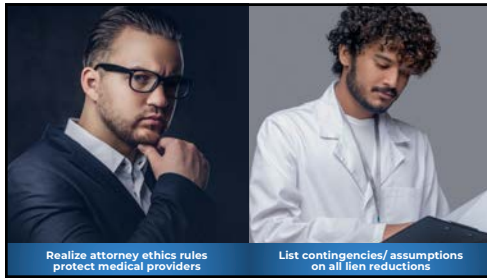
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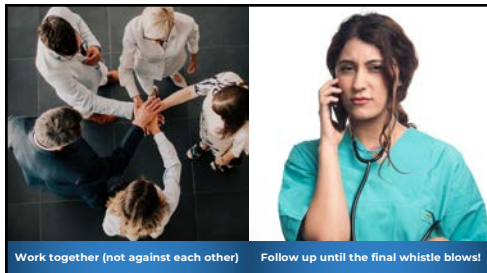
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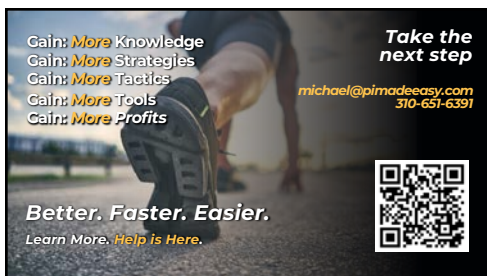
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