

Welcome to the Seven Steps to Personal Injury Payments.



I'm Kelli Moore. I am a Chiropractic Assistant.

I have loved being a CA for more than 20 years!

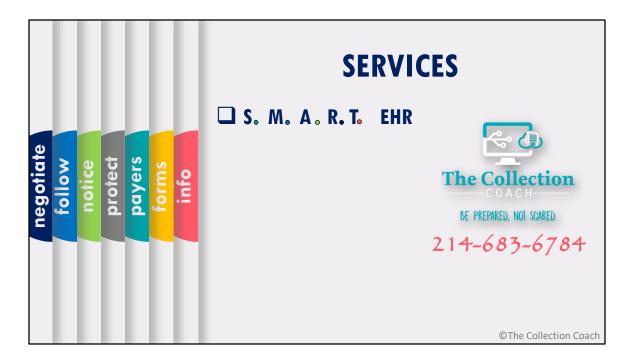
My company is The Collection Coach. We help doctors make more money while reducing their risk of audits.

My credentials are...

## MCSPI and QCC.

MCSP- stands for Medical Compliance Specialist – Physician, which means that I am certified in everything compliance for all physician types. My specialty is in **chiropractic**.

The, "I", stands for **Instructor**, which means I also teach the class. If you are interested in getting this certification, be sure to check my website for dates and times or drop me an email. I will list my email at the end of this presentation. QCC means I'm a **Qualified Chiropractic Coder.** 



- One major way I use those credentials, is as a Compliance Officer for SilkOne EHR. Based on the guidelines, I wrote if/then rules for SilkOne's SMART programing. What is SilkOne and how is it different from other EHRs? Well, SilkOne is SMART coded. That means, it "scrubs" the documentation for compliance requirements, keeps track of the points being recorded during the encounter, and then SilkOne matches the notes to the most appropriate CPT codes. Many people have heard of a "claims scrubber" same concept! A claim scrubber will look at all the many requirements for a clean claim, and makes a report back to the sender if something is missing. SilkOne does the EXACT same thing- only with DOCUMENTATION!
- The benefits of SMART coding your documentation are two-fold: 1) since billing codes are generated from the documentation it is always on target. Doctors sleep better knowing they have not up-coded, exposing themselves to costly audits and repayment requests. And 2) they haven't left money on the table for work performed, but not billed under-coded.

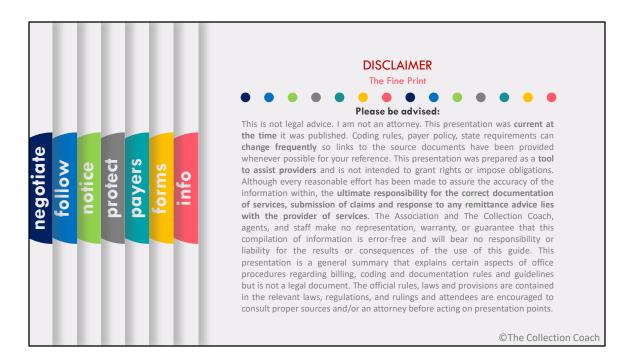


I also provide **Do-It-yourself** and **Done-for-you** Compliance Programs and HIPAA procedures.

Its hard to believe, but compliance has been around for almost 20 years now. At first, it was a federal suggestion. Now, with the Affordable Care Act, they are mandatory.



**READ SLIDE** 



Here is the fine print...Feel free read it later. It just says that...

I am NOT an Attorney, and this is not legal advice – even though, we will be covering some legal issues.

I have included references when possible. So you can do your own research.



At the start of my career, I quickly learned that dealing with **the** payers involved with personal injury: attorneys and third-party payers, were not like dealing with major med payers. For my first few months in the chiropractic office, I watched while the out-going office manager wrote-off thousands and thousands of dollars that we couldn't collect from attorneys and Third-Party payers.

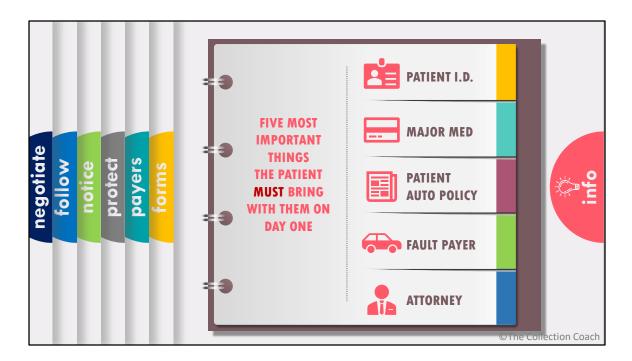
From this, I knew I needed a system to get payments to come directly to our office and not to patients or their attorneys.

Over the years, that developed into these Seven Steps.

- 1. First, there are five important things a patient must bring in on day one.
- 2. Next, there are 5 KEY forms that, when used correctly, will secure your office's **right** to **direct payment**.
- 3. Auto cases sometimes have multiple payers. It is important to be able to Identify and verify their coverage. That is Step 3.
- 4. Step four deals with **protecting** your office's right to the settlement money. There are 5 key forms you must have to protect the office's rights. So, once you get them, what do you do with them?

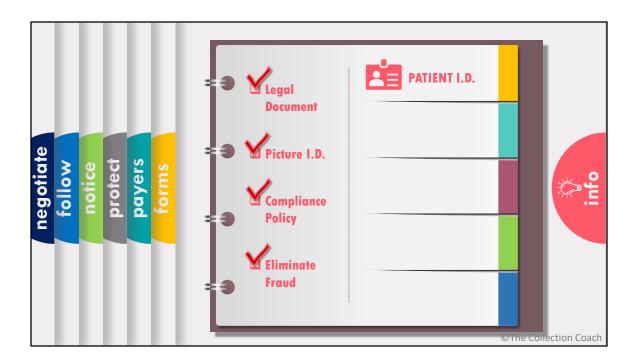


- 5. Well, you can't just keep them in the patient file. Those forms must get into the hands of the patient's attorney and the third-party adjuster. It is called "notice". So, understanding what to send and WHEN, is vital. And that is step 5.
- 6. Next, Payments from attorney's and third-party payers can sometimes take a while, so, how do you follow up and keep track of where the money is? That is Step six.
- 7. And finally, step 7, negotiation. How to handle attorney's and third-party payers that ask for reductions.



First, it is imperative that the PI case is set up correctly – from the very beginning. Information is KEY!

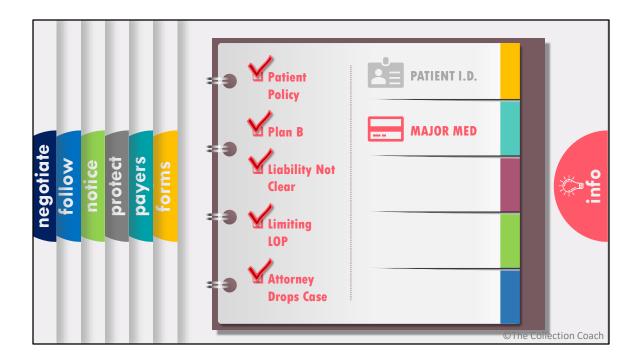
Here are the five most important things that the patient MUST bring with them ON DAY ONE.



#1 is their picture ID.

We must remember; the patient file is a legal document.

This should be part of our compliance plan which helps to eliminate fraud.



We also want the patient to bring any major medical insurance cards they may have. This will be our plan "B" if the auto case falls apart.

This commonly happens when liability isn't clear, the other driver denies fault, or when there are multiple cars involved.

Also, Attorney LOPs, Letters of Protection, can be a problem.

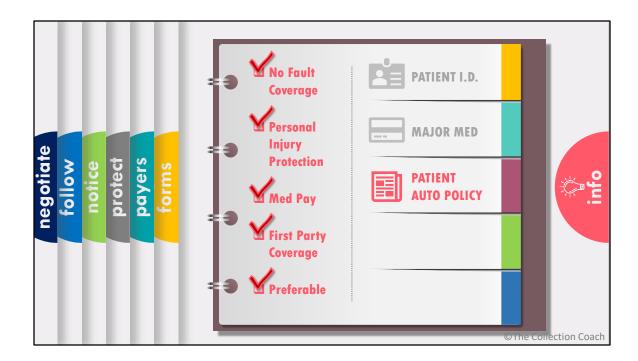
Watch out for LOPs that will protect only a small dollar amount of your care or if its contingent on a list of things you must do for the attorney, and if you don't, or the LOP becomes null.

Things like: produce records or narratives for free, promise not to file a lien, or assign to collections are warning signs.

And be especially SUSPICIOUS of an LOP that requires you to sign and send back. That is not an LOP, it is a contract. Read it carefully!

You may even want to reject that LOP all together and seek some other form of payment, like PIP, major med or using the payment guarantees of the UCC lien. Keep in mind, your primary obligation is to get the doctor paid for the services delivered. You don't have to accept all auto cases that come your way. You can still treat the patient, just seek some other form of payment.

Another good reason to get the Major med info is because the attorney could drop the case. When that happens, you MAY want to file the major med. So, be prepared. Get this information up front.

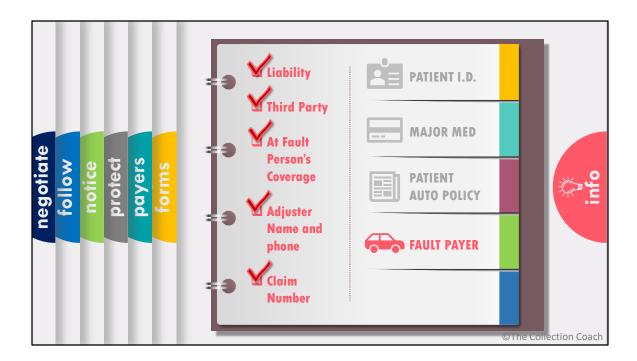


It is also a good idea to have the patient to bring their own declarations page for their auto policy — even when the accident was not their fault.

You are looking for no-fault coverage, like, PIP or Med Pay.

It is the preferred payer because it is usually considered "first party" coverage, meaning it will pay you directly, as you go.

Its POSSIBLE to find enough coverage with this type of payer and not have to worry about Third Party payers and attorneys..



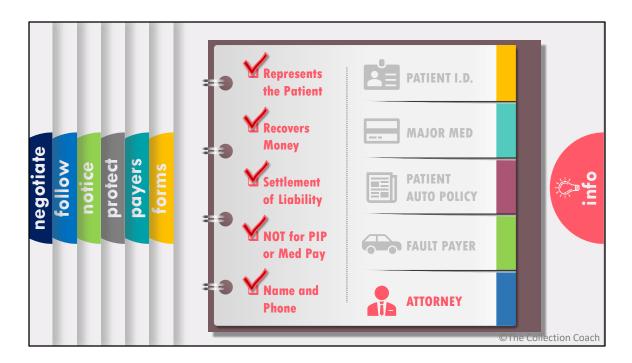
Next, you will want the Liability information. That is the payer information of the person who caused the accident.

Again, the attorney may drop the case.

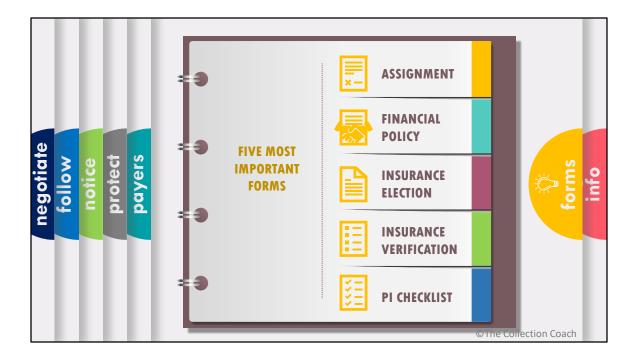
But if you have this information, you still could get paid directly from the Third Party – If you know who that third-party is and - IF YOU FOLLOW THE SEVEN STEPS.

Its easy, just ask the patient to bring the adjusters name, phone and claim number on the first visit. INSIST ON IT. Its that important.

Don't try to get this information from the attorney. They may not want you to have this information out of some misguided fear of losing control of the case.



Finally, if the patient has an attorney, we need their name and phone number. You'll need to send them some of those key forms to protect your right to payment from settlement proceeds.



Speaking of forms, here are the FIVE most important forms.

The first four should be used for all patients as a matter of procedure.

But that last one, PI Checklist, is there to keep you organized, because, PI cases can get a little complicated.



The assignment is a document that makes legal transfer of a RIGHT, PROPERTY (MONEY) or OBLIGATION.

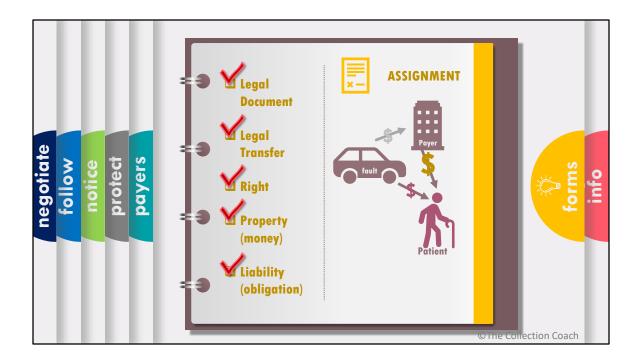
An assignment is a vital first document in securing your right to be paid.

Here is an example of how and why it is used.

We have a responsible driver that contacts an insurance company and buys an auto insurance policy.

This is a contract between the driver and this company.

Should this driver cause an accident – he would be LIABLE and become OBLIGATED to pay for damages.



One day he is driving along and causes (or becomes LIABLE) for an accident which harms your patient.

That at-fault driver is now responsible for monetary damages, including chiropractic care that is needed to restore the patient to pre-accident condition.

So, after the accident, the at-fault, contacts his insurance company and reports the accident, which generates a claim number and he gives it to your patient.

Eventually, when the patient has been returned to pre-accident condition, they contact the insurance company (or LIABILITY) for monetary SETTLEMENT.

The company then pays the patient to 'Make them whole".

This scenario is simple when the patient comes to you for care and they **pay out of pocket as they go**.



Problem is, most patients come in and want doctors to bill directly to the liability payer expecting that it will work like any other insurance – it doesn't.

Since the liability payer has no contractual relationship with the chiropractor, they don't want to pay the doctor.

They want to pay the patient and let the patient pay the doctor.

This is usually bad for the doctor. Because, receiving a large sum of money, even when they KNOW it belongs to the doctor, can cause **situational amnesia when they look at the check**. Um, Dr. who?

This is the scenario that played out many times early in my career that resulted in thousands and thousands of dollars lost.



This is what made me think, there MUST be a better way? Is there something that I can do to direct payment to our office and not the patient?

Yes!

This is the job of the Assignment.

It allows the patient to legally transfer their right to the settlement proceeds, directly to the doctor.



So, instead of the liability company being obligated to pay the patient, they are now obligated to pay the doctor – DIRECTLY.



The next form that should be a part of our policies and procedures is a good Financial Policy.

It should be a written agreement, requiring the patient signature.

It needs to be irrevocable and say that the PATIENT is always responsible for their charges.

And that the office is under no obligation to wait for payment – even when the patient signs an Assignment.



The third most important form is the Insurance Election form.

If you are a contracted provider, then, you know that one of the conditions in your contract is that you are obligated to file claims for the patient. And this MUST be completed within a specific time period. Its called "timely filing". And timely filing deadlines can range from 60 days to a year, depending on the contract and state laws.

But did you know that the patient protections under HIPAA can trump that contract? Its true. HIPAA allows the patient to choose when, if ever, if they want a provider to file a claim.

Since auto cases can drag on for years, this is an important form.

If a patient chooses to exercise this right and direct your office to handle this case as an auto case, you may NOT be obligated to the contractual amounts.

Meaning, you could bill for and collect the full amount of your fees.



Next, is the Insurance Verification.

Most would agree is a vital office procedure.

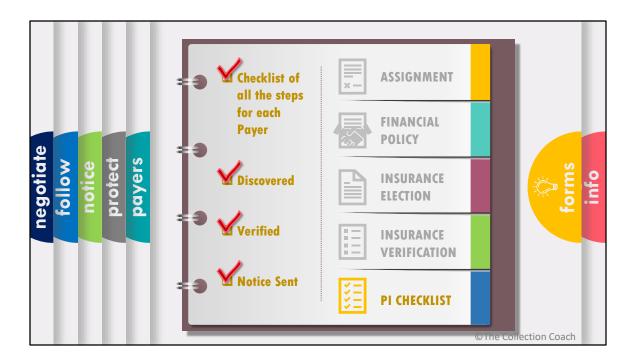
And, the verification, being a part of the patient file, can become a legal document to help get you paid.

This step became a successful procedure in our office when we started using a standard form to verify all payers – even if I don't plan on filing with them.

Remember, we are setting the case up for payment.

No matter what, there is always a contingency plan.

So, if one payer falls through, we can always file to the next one in line.



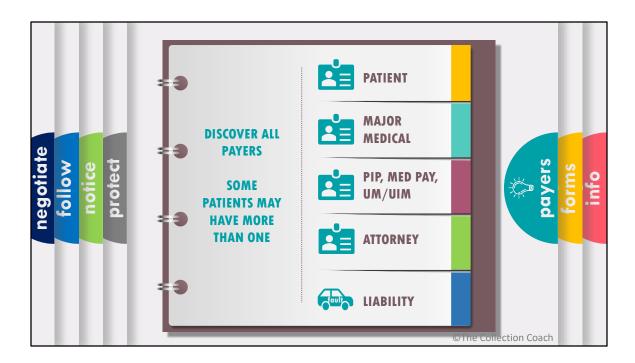
And Finally, the PI checklist is a form I use to help keep the file organized.

In PI there can be, and often is, more than one payment source.

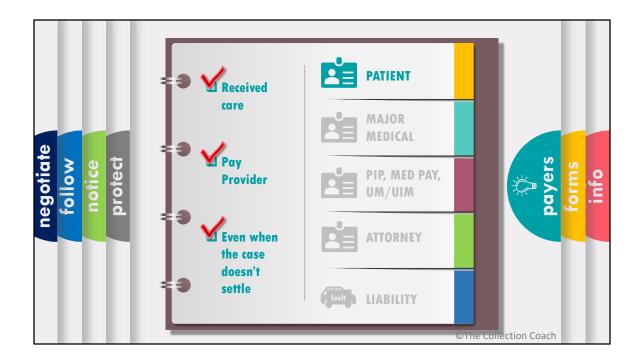
So, this is just a form we created where we could list all the possible payers;

check yes or no if that coverage existed at the time of the accident or not,

And if yes, that did we send the "notice" of right to direct and prompt payment, by our assignment and UCC lien.



Speaking of payers, it's a good idea to be familiar with the different types of payers and when each one might elect to or become obligated to pay for your patient's care.



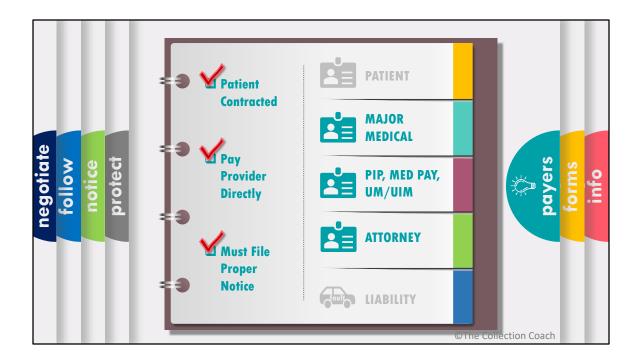
In PI, there is sometimes the attitude: the case didn't settle, there is no money, we must write it off.

This attitude should be avoided. Have the mindset, someone is paying the doctor for this care.

First, we should mention, the patient is always responsible for payment – they are the one receiving care.

Think about it, if this wasn't an auto case, you would NEVER even consider letting a patient see the doctor if they refused to pay for their services.

The Patient receives the care, they must be responsible for paying the bill, even when the Liability case doesn't settle.

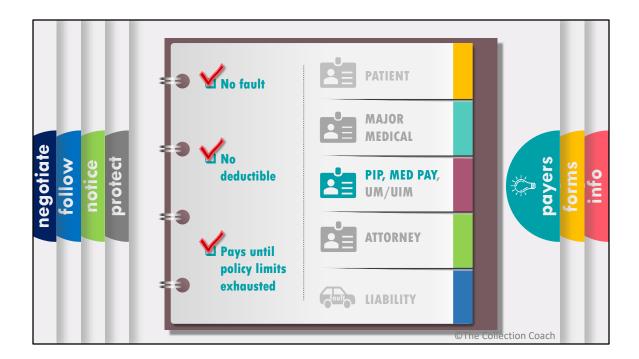


These three payer types:

- 1. Major Medical,
- 2. PIP, Med Pay, UM/UIM
- 3. Attorney

are contracted directly by the patient:

They SHOULD pay the doctor directly without much fuss – if proper notice is delivered.



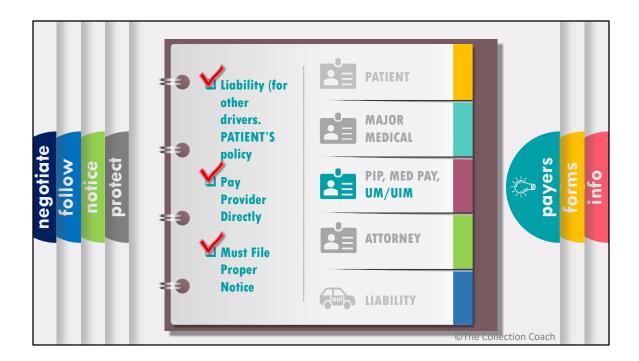
PIP and Med Pay are considered

No fault coverage. That means even if your patient was "at fault" or ran off the road and hit a tree, they still have coverage.

Both have no deductible

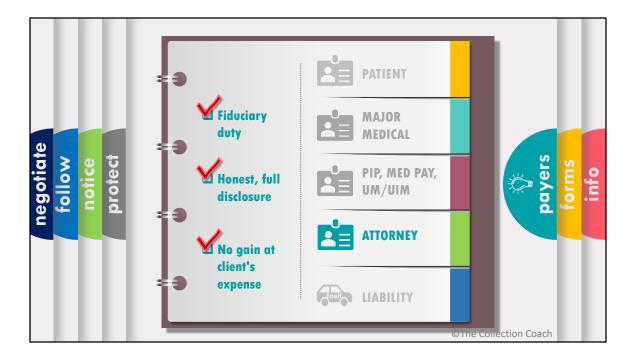
And they pay until the policy limits have been reached. Policy limits usually start around \$2500 and I have seen them as high as \$100,000 And that is per person, per accident.

Another thing about PIP, is that it is not underwritten – meaning it is NOT a rate factor. It wont automatically cause the persons rates to increase for accessing benefits.



Un Insured Motorist and Under Insured Motorist is coverage purchased by your patient. So, it is part of their policy.

It will act like liability coverage for your patient when the other driver, who caused the accident, does not have coverage or didn't carry enough to cover all the bills. This type of coverage will typically pay the provider directly. But it is LIABILITY coverage, so it will only do so IF PROPER NOTICE IS SENT.



Attorneys have what is called, a "fiduciary duty" to their clients.

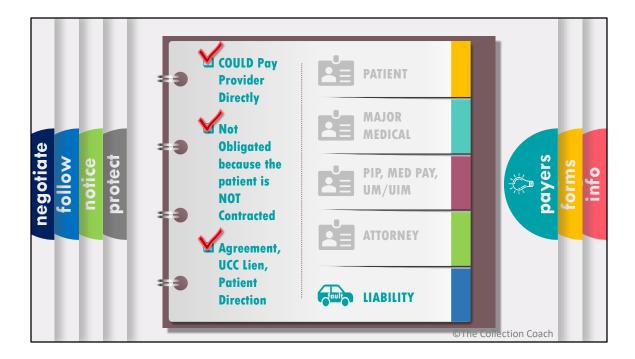
A **fiduciary duty is** an **obligation** to act in the best interest of their client – your patient.

It is expected that an attorney acting in a  ${\bf fiduciary}$  capacity  ${\bf is}$  held to a high standard of honesty

and full disclosure.

Which means, they must not obtain a personal benefit at the expense of the client.

In just a few slides, I'm going to show you how to trigger a very similar duty to you as the patient's doctor.



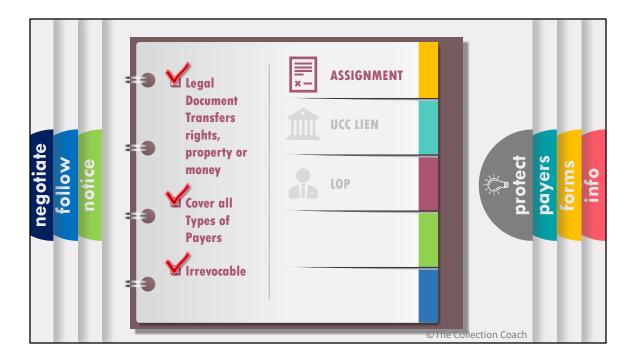
Lastly, Liability, or Third Party, remember is contracted by the at-fault driver.

They are not automatically obligated to pay the doctor directly, but they could,

if they agree to it, you file a UCC lien or the patient directs them to do it.



Since Liability payers are not AUTOMATICALLY obligated to pay the doctor directly, here are the steps to take to protect your money and get the check.



FIRST, is the assignment.

Remember, it legally transfers the patient's right to be paid - to the doctor.

A word of caution: not all assignments will do the trick. Some are worded better than others.

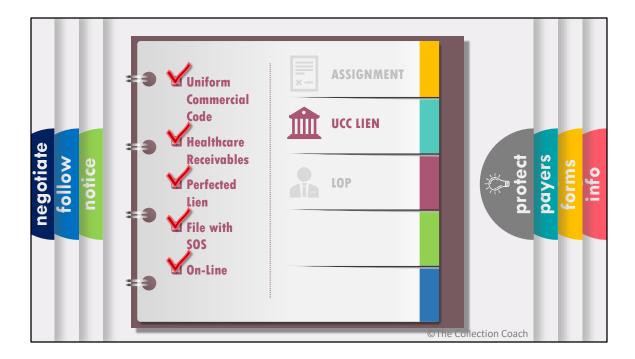
You need to make sure your assignment language is broad enough to cover all types of payers – specifically, Liability.

Some out there only apply to major medical. So, do yourself a favor, re-read your assignment and make sure it includes all payer types.

And, just like your financial policy, it needs to be IRREVOCABLE.

When a patient retains an attorney, they are often asked to sign a document that revokes all previous documents.

If your assignment is irrevocable, it won't be affected.



Next is the UCC Lien.

This is a powerful tool that many don't utilize because, either they don't know about it, or just don't understand how to use it.

To be clear, it is NOT a hospital lien.

But It is very PROVIDER friendly.

UCC stands for Uniform Commercial Code. Every state has one that reads virtually the same – that is why it is called "universal".

The UCC allows providers to have an "automatically perfected" lien on healthcare receivables. That means YOU are FIRST IN LINE TO GET PAID.

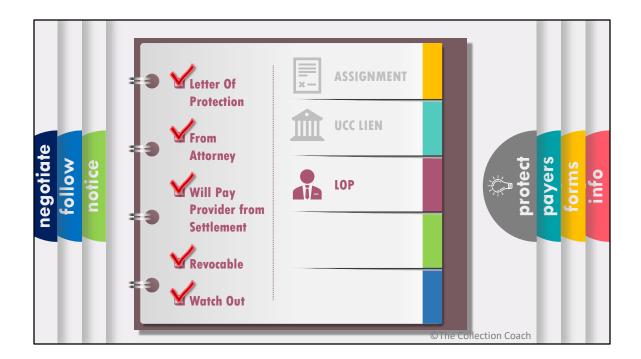
There are some rules, though, that go with using it.

Like the patient must have been aware that you'd be filing it.

That is easy to fix. Just add some language in your assignment that says something

like: "I intend for this Assignment to create a security interest under the applicable Uniform Commercial Code."

It is easy to file too! Usually, on-line with a state agency like the Secretary of State.



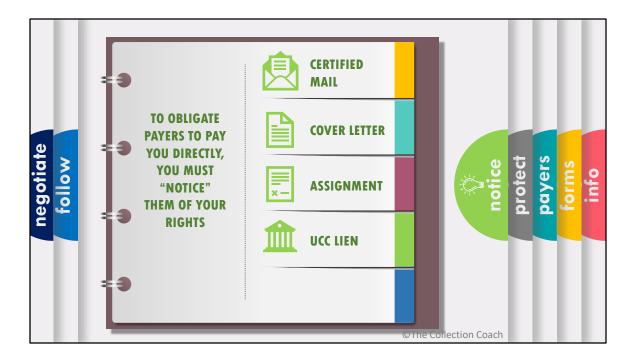
Ironically, the last for "protection" of your bill is the Letter of Protection. It comes from the patient's attorney and usually says that they will pay you out of the settlement proceeds.

Problem is, it IS REVOCABLE by nature. If this happens, the attorney could legally pay the PATIENT and NOT YOU. In fact, the attorney MUST pay the patient and not you. As we discussed earlier, there are other problems with some LOPs: they could limit the dollar amount they will protect for your bills, they may stipulate you cannot turn the account over to collections – even after low, low settlement offers, it may require you to produce all records and reports for free...none of this stuff is good for your – the doctor.

Also, the attorney could drop the case, or the patient could fire the attorney and hire someone else.

In the early days, this happened to us more times than I can count. But now that we know how powerful the assignment and UCC lien are, we rely heavily on those and don't even care if we get the LOP.



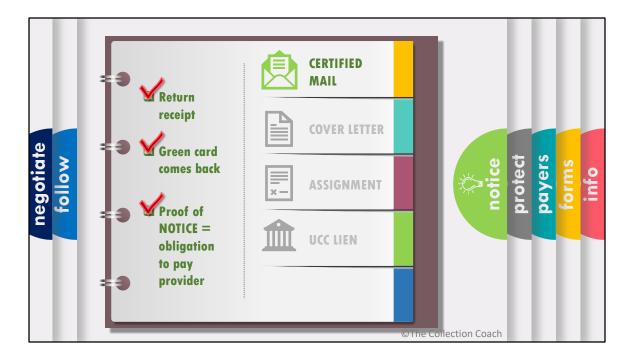


So, the strongest and best forms of protection are the Assignment and the UCC lien. Once you get them signed and filed, you CAN'T just keep that information to yourself.

You must send them to any and all payers or potential payers. This is called "notice". You must do this with all payers (except major medical) — even if you don't plan on filing on them at the beginning. For example, perhaps the patient has a large PIP policy that will cover all their treatment needs. So you think, I won't need to involve the attorney or liability... Don't think like that. It will get you into trouble. Remember, set your case up so you have a contingency plan. If one payer falls through or benefits become exhausted sooner than you thought, you have another payer waiting in line. You already have their information, you verified coverage and you noticed them.

I had to learn this lesson hard way that a payer is not obligated to pay you if they didn't receive the assignment and lien. A patient dropped out of care early – after just a few weeks. They contacted the liability and settled their case, got a check for our charges and then came down with situational amnesia after going shopping...– Dr. who?

Now, I send Notice simultaneously, to the PIP, Med Pay, Liability and attorney on the first day of patient care.



So, at the beginning of care, send NOTICE by certified mail.

Why certified mail, return receipt requested?

Because that requires a person, an actual person on the receiving end, to sign a little green card, which then comes back.

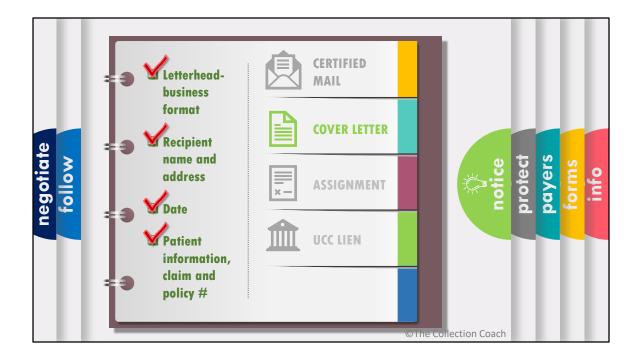
That card gets copied to the patient file and serves as an acknowledgment that those documents were received by that liability adjuster, PIP adjuster or attorney.

Once those payers, or potential payers, receive the assignment and lien, they are now on "NOTICE" that settlement or policy proceeds are promised by legal means to someone other than the patient.

If that should find themselves in a position to be paying claims on behalf of their insured or client, our claims, are at the top of the list and protected by the assignment and lien.

And since the green card is PROOF that the received the proper notice – they can't just pay the patient – they MUST pay the doctor.

Sometimes though, even after your best efforts, the adjuster or attorney will pay the patient. We will discuss how to handle that in the next section.



So we have the envelope, and the certified forms filled out, what goes in there? Start with a cover letter.

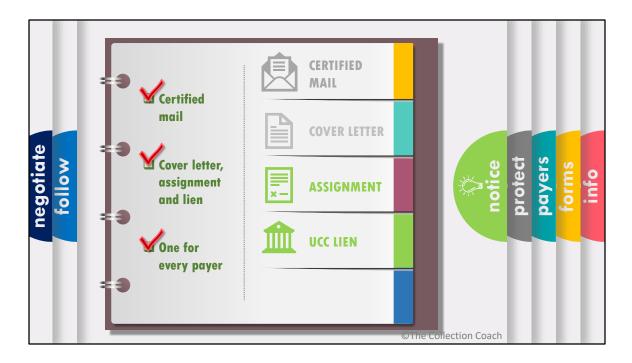
You can use your letterhead or just use the standard business format.

Make sure to list the addressee – who this information is going to. If you need to notice and attorney, a PIP adjuster and a liability adjuster, you will have three letters and three certified mail forms – one for each.

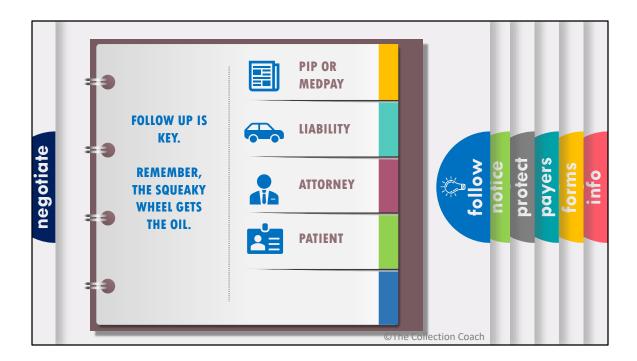
Also, be sure to list the date the letter is originating and the pertinent information about the patient: first and last name, date of injury, claim number and policy number if you have it.

Now, in the body of the cover letter, it will say something short and to the point. We are treating the patient for injuries sustained in the auto accident that happened on the above listed date.

Please note that the patient has signed an assignment directing you to name this office as the only payee on the check and send it directly to our office. In addition, to further secure our right to the proceeds that may be disbursed by your company, we have filed a UCC lien.



Right behind the cover letter, attach a copy of the assignment and lien. And all of that goes on day one, with a cover letter and one envelope for each payer.

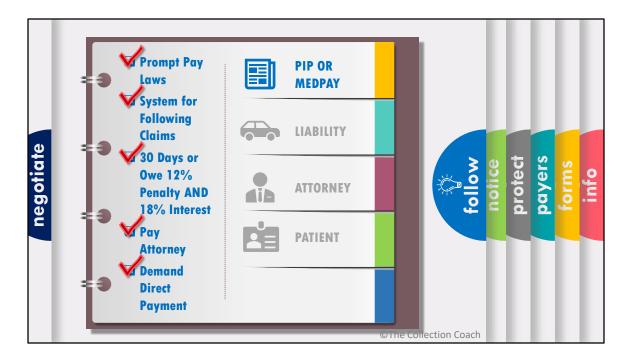


As we discussed, auto cases can drag on for many months, even years and there is usually multiple payers.

It is important to follow up so that you get paid.

Follow up is KEY.

I love the saying: the squeaky wheel gets the oil.



For the patient's own first party coverage like PIP or Med Pay, remember your prompt pay laws.

Use you EHR reports to follow up on aging claims. Some states allow for hefty penalties and interest.

I am often asked the question, what if the PIP sends my check to the attorney? How do I get paid?

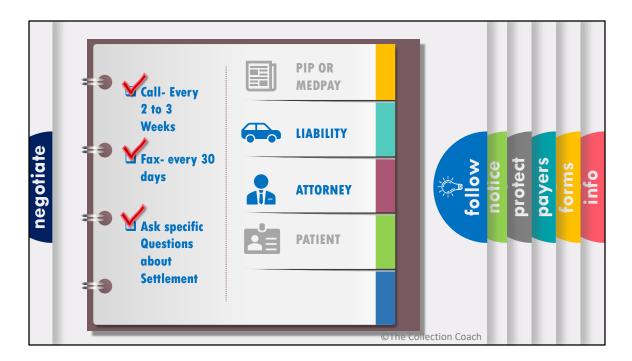
Remember, PIP is for medically necessary care – NOT attorney fees.

So when this happens to me, and it does from time to time, I do this:

- 1. Call the adjuster. Let them know the prompt pay clock it still ticking. They may be subject to penalties and interest.
- 2. I remind them that they received the assignment and the PIP policy states that they will pay me directly and makes no exception for attorney representation.
- 3. Furthermore, PIP doesn't cover attorney fees. They made a mistake in sending it to the attorney. Kindly, reissue the check and send it to me.

That usually does the trick. But if it doesn't, I follow up with a demand letter, addressed to their legal department.





Once the patient has been released from care, I send all the notes and billing to the attorney, if they have one. If the patient is unrepresented, I send it directly to the liability adjuster.

After that, I make phone contact every 2-3 weeks.

And fax a questionnaire every 30 days. The fax has specific questions like:

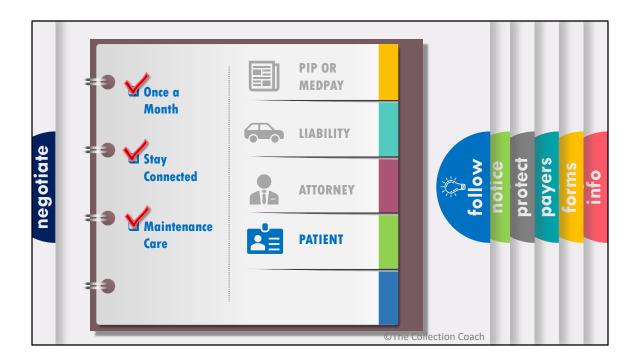
- 1. ATTORNEY: Are you still representing the patient? ADJUSTER: Are you still negotiating with the attorney?
- 2. ATTORNEY: Have you received any funds? ADJUSTER: Have you paid any funds?
- 3. If so, how much and when?
- 4. ATTORNEY: And if you have filed suit, what county and cause number

THE POINT IS: Make sure you are asking specific questions.

Not just yes or no.

You want them to have to get the file and look at it.

REMEMBER - the "squeaky wheel, gets the oil"!



Finally, it is important to stay connected with your patient also.

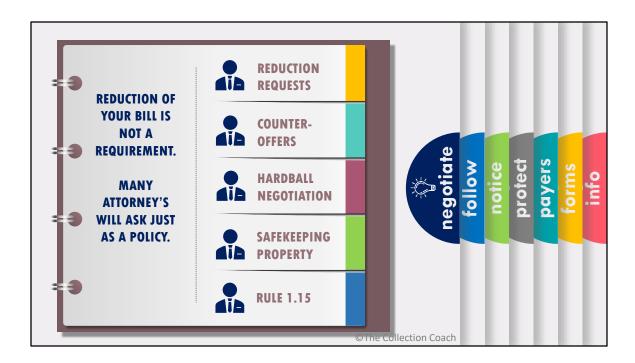
So I call them once a month for an update on the progress on the case.

Even though I may have just talked to their attorney or liability adjuster, I want to communicate directly with the patient too!

Remember, the mindset is: THE PATIENT IS RESPONSIBLE FOR GETTING YOU PAID.

What USUALLY happens after I speak with the patient; they patient will then call the attorney for an update.

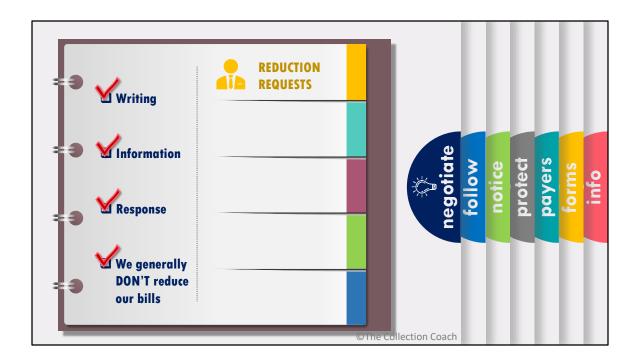
This can act as a prod in getting these cases settled faster.



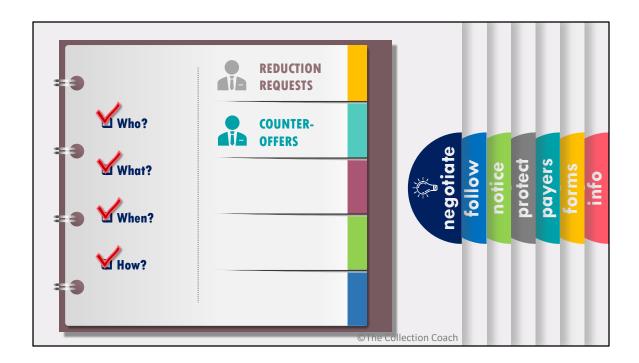
Our final step is embracing negotiation.

A famous negotiator once said, IN LIFE, YOU DON'T GET WHAT YOU DESERVE, YOU GET WHAT YOU NEGOTIATE".

It is important to recognize that negotiation is part of the PI process. Whether your patient is unrepresented, and you find yourself dealing directly with the Liability Adjuster or with an attorney, you should be prepared to negotiate. Attorneys are just wired that way. And, you should know, you are not obligated to reduce your bill; some attorneys have a policy to ask, because it is good business. After all, if you don't ask, you don't get, right?



- 1) The FIRST thing that I do when I get a reduction request, is ask them to put it in writing. (sometimes they just call). But I want a paper trail.
- 2) Next, prepare a response. Never decide without having all the information. You need to know pertinent facts before agreeing to a reduction.
- 3) My response is either in a fax or letter, and it says something like: Thank you for your inquiry regarding the above-mentioned patient. I understand you feel it is necessary to ask providers to reduce their bills in order to resolve the matter. We generally do not reduce our bills. However, we are willing to look at the facts of this particular case. In order to do so, we will need some information from you...



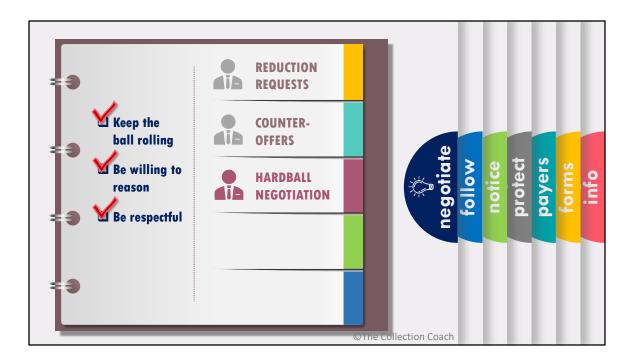
There are FOUR questions I always ask before I agree to a reduction: WHO, WHAT, WHEN AND HOW.

- 1) WHO has paid so far? Remember, you discovered all the possible payers on day 1. Its ok to ask WHO has paid so far. And Is the attorney still negotiating with any other payers? If yes, that will affect my answer. If the attorney intercepted my PIP or Med Pay and is refusing to release it, that will affect my answer.
- 2) Next, I want to know WHAT. Has settlement has occurred (and the attorney already has the check) or if the attorney is still in negotiation with the adjuster and just testing the waters to see if he can make it work? If they already have the check, then it should be deposited into their trust account. And it can't come out for anyone, until there is agreements. My position just became a lot stronger.
- 3) Also, WHEN did they get it? Have they had it for months and just now getting around to disbursing the funds?
- 4) And that brings me to HOW. Did they already disburse funds to themselves and the patient? If so, that could be a REAL problem if there is not enough money to cover the full amount of my charges.

Nonetheless, my policy is to NEVER accept their first offer. Understand, they negotiate for a living. Part of "negotiating" is offer-counteroffer.

They expect you to make a counteroffer. Get used to saying, I won't accept that, but I





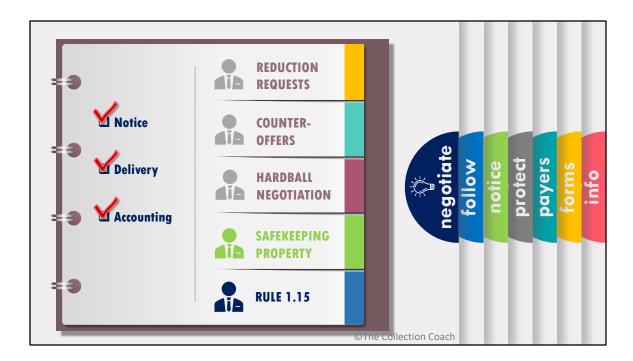
When it gets to this point, some attorneys will resort to HARDBALL tactics. They make it seem as if: This is as good as you'll get, or if you don't accept this really, low, low offer, you'll get nothing.

But that is simply NOT true IF you followed the six previous steps.

When negotiating, it is important to move your number a little more towards the middle with each counter...It keeps the conversation going.

Be willing to reason with the other side. Try to get them to see your point. Ask questions like, what would you do if you were me? It's a viewpoint question and may get them to step into your shoes.

And most of all, be respectful. Sometimes things can get tense. Keep in mind, that person on the other side is a person and they are just doing their job.



And REMEMBER Safekeeping Property Rule 1.15. It applies to all attorneys. You can google the words: Safekeeping Property and your state and the rule for your state will come up.

It is a rule that requires the attorney satisfy 3 basic duties to you, the provider, when one of these THREE things takes place: 1) they give you a LOP.

2) you give them the assignment signed by your patient, which may or may not be accompanied by 3) the UCC lien.

Those three basic duties, according to Rule 1.14 are;

- 1. To give you Prompt notice they received the funds
- 2. Prompt delivery of the funds and
- 3. A full accounting at your request.

So when the attorney asks for a reduction, start asking questions and be ready to negotiate.



There is a lot more that can be said about each one of these steps. That is it for our time today. Thank you for allowing me to share this information with you!

If you'd like more information on our services or if you'd like find out more on how to purchase the Personal Injury Toolkit – with all the forms and documents, Sample letters, demand letters, financial policy, sample assignment, and so forth, that I talked about in this presentation, please reach out by email.

Toolkit \$149.00 Call 214-683-6784