

Be Brilliant in Your Office: The Key to Higher Reimbursement and Lower Risk
Part 3: The Art of Compliant Payment Recovery



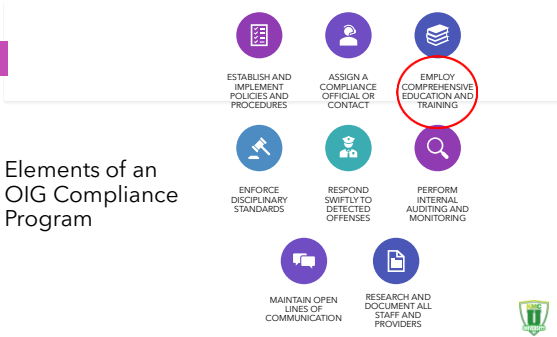
Presented by: Kathy (KMC) Weidner, MCS-P, CPCO, CCPC, CCCA

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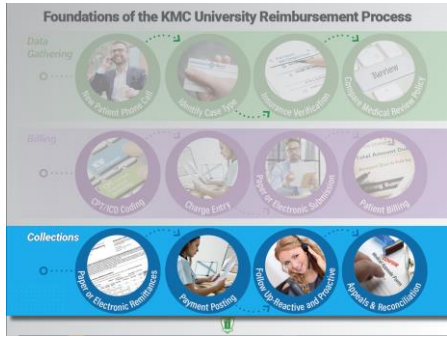
The KMCU Financial System



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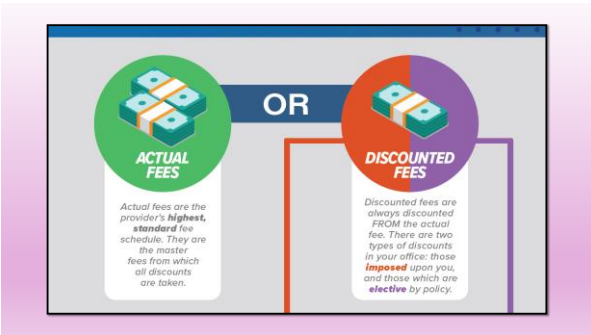
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IMPOSED DISCOUNTS



Generally associated with 3rd Party Payers

Regulated Discounts:
Medicare CMT
Workers Comp.
Personal Injury (PI)
No Fault
Medicaid

Contracted Discounts:
Insurance Companies

Regulated discounts include those fees which you must accept because they are regulated by a governing body.

Contracted discounts are those payer discounts agreed to by contract for members of the plan.

Neither of these types of discounts are usually negotiable.

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ELECTIVE DISCOUNTS



Generally associated with patient fees, such as cash payments and non-covered services

5-15% Time of Service Savings
Financial Hardship
Professional Courtesy
DMPO Membership

ChiroHealthUSA


Elective discounts are up to the discretion of the owner/provider and are not mandatory.

Discount options are possible by setting policy and procedure.

These types of discounts must meet compliance guidelines.

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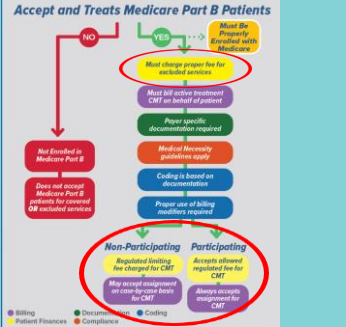
Fee System Considerations and Practice Style



- How your fees, work, and your practice style are inextricably connected
- These are important business decisions that should be considered as with "the chicken or the egg"

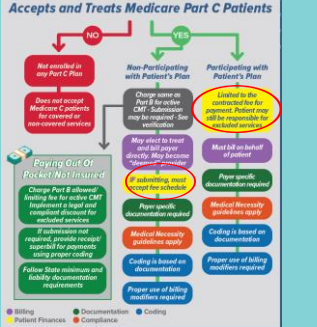
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Obligations of DCs When Agreeing to Accept and Treat Medicare Part B Patients



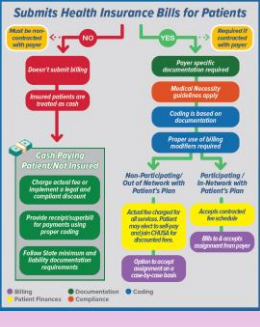
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Obligations of DCs When Agreeing to Accept and Treat Medicare Part C Patients

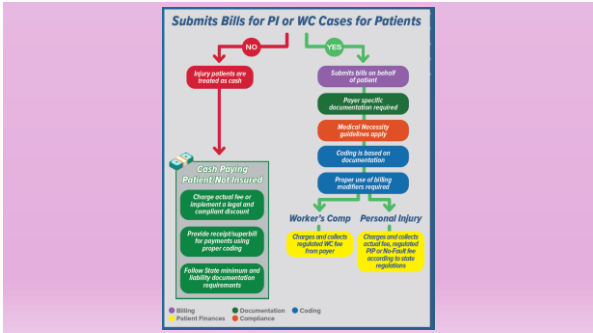


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Submits Health Insurance Bills for Patients



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The Primary Issues:
Key to All Finances

Charge Correctly

Collect According to Your Policies

Bill Correctly

14

BILLING AND CODING ERRORS

MEDICAL NECESSITY

POOR DOCUMENTATION

FINANCIAL INCONSISTENCIES

OIG Wants Policies and Procedures to Address THESE Risks

15

Avoid Dual Fee Schedules

- **Charging insurance companies more than cash patients**
 - False Claims Act and Inducement Violations
 - May violate provider agreements

16

False Claims Act Violations



- Establishes liability when any person or entity improperly receives payment from or avoids payment to the Feds
- Prohibits "knowingly presenting or causing to be presented, a false claim for payment or approval"
- "Hello" waived deductible or copayment!

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No Inducement Violations

- Per the OIG: "incentives that are nominal in value are NOT prohibited by [inducement law]"
- No more than \$15 per item or \$75 in the aggregate, annually
- Even one free or improperly discounted examination, x-ray, or therapy puts you at risk

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Improper Time of Service Discounts

Payment And Co-Pays Are Due At Time Of Service

- Discount should be based on **bookkeeping savings**
 - May or may not be defined
 - Often indefensible or unreasonable
 - May not be permissible for federally insured patients

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Avoid Anti-Kickback Violations

A person that offers or transfers to a Medicare or Medicaid beneficiary **any remuneration** that the person knows or **should know is likely to influence the beneficiary's selection of a particular provider**, practitioner, or supplier of Medicare or Medicaid payable items or services may be liable for civil money penalties (CMPs) of **up to \$10,000 for each wrongful act**.

The statute defines "remuneration" to include, without limitation, waivers of copayments and deductible amounts (or parts thereof) and **transfer of items or services free of charge or for other than fair market value**.

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Northern District of Iowa

FOR IMMEDIATE RELEASE Tuesday, March 6, 2018

Oelwein Chiropractor and Clinic Agree to Pay Nearly \$80,000 to Resolve False Claims Act Allegations Involving Free Electrical Stimulation

Bradley Brown, D.C., from Oelwein, Iowa, and his clinic, Brown Chiropractic, P.C., have agreed to pay **\$79,919** to resolve allegations Brown violated the False Claims Act by **improperly billing Medicare and Medicaid for chiropractic adjustments after providing free electrical stimulation to beneficiaries to influence those beneficiaries to receive chiropractic adjustments from Brown**. The government alleged that this conduct violated the Anti-Kickback Statute and, in turn, the False Claims Act. The claims at issue were submitted between January 1, 2012, and September 30, 2016.

The Anti-Kickback Statute's purpose, in part, is to protect patients and federal healthcare programs from fraud and abuse by limiting the influence of money or improper incentives on healthcare decisions. It is intended to ensure, among other things, that insurance financial incentives do not compromise providers'.

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Treating and Billing Family Members

- Know the definitions of Immediate Relative
- Care is free and it's not an inducement

The following is taken directly from CMS Policy Manual 300-02 Medicare Benefit Policy Manual:

Members of the Patient's Household (Rev. 1, 10-01-08; A3-3351, HQ-200.12, B3-2352)

B. Immediate Relative
The following degrees of relationship are included within the definition of immediate relative:
• Husband and wife;
• Natural or adoptive parents, child, and sibling;
• Step-parent, step-child, step-sister, and step-brother;
• Father-in-law, mother-in-law, son-in-law, daughter-in-law, and sister-in-law; Grandparent and grandchild; and
• Niece of grandparent and grandniece.

NOTE 1: A father-in-law or close-in-law relationship does not exist between the physician, supplier or owner of a provider (or supplier) and the spouse of his wife's or her husband's brother or sister.

NOTE 2: A father-in-law or mother-in-law relationship does not exist between a physician or the owner of a provider and his or her spouse's stepfather or stepmother. A step-relationship and an in-law relationship continue to exist even if the marriage upon which the relationship is based is terminated through divorce or through the death of one of the parties. For example, if a provider treats the stepfather of the owner after the death of the owner's natural mother or after the owner's stepfather and natural mother are divorced, or if the provider treats the owner's father-in-law or mother-in-law after the death of their spouse, the services are considered to have been furnished to an immediate relative, and therefore, are excluded from coverage.

C. Members of Patient's Household
These are persons sharing a common abode with the patient as a part of a single family unit, including those related by blood, marriage or adoption, domestic employees and others who live together as part of a single family unit. A mere roomer or boarder is not included.

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IMPOSED DISCOUNTS

Regulated discounts include those fees which you must accept because they are regulated by a governing body.

Contracted discounts are those payer discounts agreed to by contract for members of the plan.

Neither of these types of discounts are usually negotiable.

Generally associated with 3rd Party

Regulated Discounts:
Medicare CMT
Workers Comp
Personal Injury (PIP)
No-Fault
Medicaid

Contracted Discounts:
Insurance Carriers

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Your fee is your fee is your fee!

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[illegible]

| Insurance Reimbursement Tracking | | | | | | | | | | | |
|----------------------------------|----------|---------|----------|----------|----------|------------|------------|----------|----------|----------|---------------|
| Insurance Provider | Policy # | Officer | Medical | | Life | | Disability | Auto | Home | Travel | Miscellaneous |
| | | | Health | Dental | Life | Disability | | | | | |
| 1 | 59300 | HEINZ | \$ 39.32 | \$ 39.32 | \$ 31.51 | \$ 31.51 | \$ 33.91 | \$ 31.73 | \$ 39.87 | \$ 36.48 | \$ 39.87 |
| 2 | 59300 | HEINZ | \$ 64.74 | \$ 64.74 | \$ 49.68 | \$ 49.68 | \$ 64.81 | \$ 61.61 | \$ 69.87 | \$ 52.64 | \$ 69.87 |
| 3 | 59374 | HEINZ | \$ 48.74 | \$ 48.74 | \$ 37.25 | \$ 37.25 | \$ 39.68 | \$ 39.68 | \$ 42.74 | \$ 35.41 | \$ 42.74 |
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| Insurance Reimbursement Tracking | | | | | | | | | | | | |
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| Actual Practice Charge | CPT Codes | Medicare | Medicaid | CHIP | State | Private | Other | Uninsured | Other | Other | Other | Other |
| Evaluation & Management | | | | | | | | | | | | |
| \$ 49.00 99201 | | \$ 22.50 | \$ 35.00 | \$ 17.50 | \$ 35.00 | \$ 15.00 | \$ 15.00 | \$ 35.00 | \$ 35.00 | \$ 35.00 | \$ 35.00 | \$ 35.00 |
| \$ 59.00 99202 | | \$ 45.00 | \$ 52.50 | \$ 26.25 | \$ 52.50 | \$ 22.50 | \$ 22.50 | \$ 52.50 | \$ 52.50 | \$ 52.50 | \$ 52.50 | \$ 52.50 |
| \$ 69.00 99203 | | \$ 52.50 | \$ 60.00 | \$ 30.00 | \$ 60.00 | \$ 26.25 | \$ 26.25 | \$ 60.00 | \$ 60.00 | \$ 60.00 | \$ 60.00 | \$ 60.00 |
| \$ 79.00 99204 | | \$ 60.00 | \$ 67.50 | \$ 33.75 | \$ 67.50 | \$ 28.75 | \$ 28.75 | \$ 67.50 | \$ 67.50 | \$ 67.50 | \$ 67.50 | \$ 67.50 |
| \$ 89.00 99205 | | \$ 70.00 | \$ 77.50 | \$ 38.75 | \$ 77.50 | \$ 32.50 | \$ 32.50 | \$ 77.50 | \$ 77.50 | \$ 77.50 | \$ 77.50 | \$ 77.50 |
| \$ 99.00 99206 | | \$ 80.00 | \$ 87.50 | \$ 43.75 | \$ 87.50 | \$ 36.25 | \$ 36.25 | \$ 87.50 | \$ 87.50 | \$ 87.50 | \$ 87.50 | \$ 87.50 |
| \$ 109.00 99207 | | \$ 90.00 | \$ 97.50 | \$ 48.75 | \$ 97.50 | \$ 40.00 | \$ 40.00 | \$ 97.50 | \$ 97.50 | \$ 97.50 | \$ 97.50 | \$ 97.50 |
| \$ 119.00 99208 | | \$ 100.00 | \$ 107.50 | \$ 53.75 | \$ 107.50 | \$ 43.75 | \$ 43.75 | \$ 107.50 | \$ 107.50 | \$ 107.50 | \$ 107.50 | \$ 107.50 |
| \$ 129.00 99209 | | \$ 110.00 | \$ 117.50 | \$ 58.75 | \$ 117.50 | \$ 47.50 | \$ 47.50 | \$ 117.50 | \$ 117.50 | \$ 117.50 | \$ 117.50 | \$ 117.50 |
| \$ 139.00 99210 | | \$ 120.00 | \$ 127.50 | \$ 63.75 | \$ 127.50 | \$ 51.25 | \$ 51.25 | \$ 127.50 | \$ 127.50 | \$ 127.50 | \$ 127.50 | \$ 127.50 |
| \$ 149.00 99211 | | \$ 130.00 | \$ 137.50 | \$ 68.75 | \$ 137.50 | \$ 55.00 | \$ 55.00 | \$ 137.50 | \$ 137.50 | \$ 137.50 | \$ 137.50 | \$ 137.50 |
| \$ 159.00 99212 | | \$ 140.00 | \$ 147.50 | \$ 73.75 | \$ 147.50 | \$ 58.75 | \$ 58.75 | \$ 147.50 | \$ 147.50 | \$ 147.50 | \$ 147.50 | \$ 147.50 |
| \$ 169.00 99213 | | \$ 150.00 | \$ 157.50 | \$ 78.75 | \$ 157.50 | \$ 62.50 | \$ 62.50 | \$ 157.50 | \$ 157.50 | \$ 157.50 | \$ 157.50 | \$ 157.50 |
| \$ 179.00 99214 | | \$ 160.00 | \$ 167.50 | \$ 83.75 | \$ 167.50 | \$ 66.25 | \$ 66.25 | \$ 167.50 | \$ 167.50 | \$ 167.50 | \$ 167.50 | \$ 167.50 |
| \$ 189.00 99215 | | \$ 170.00 | \$ 177.50 | \$ 88.75 | \$ 177.50 | \$ 70.00 | \$ 70.00 | \$ 177.50 | \$ 177.50 | \$ 177.50 | \$ 177.50 | \$ 177.50 |
| \$ 199.00 99216 | | \$ 180.00 | \$ 187.50 | \$ 93.75 | \$ 187.50 | \$ 73.75 | \$ 73.75 | \$ 187.50 | \$ 187.50 | \$ 187.50 | \$ 187.50 | \$ 187.50 |
| \$ 209.00 99217 | | \$ 190.00 | \$ 197.50 | \$ 98.75 | \$ 197.50 | \$ 77.50 | \$ 77.50 | \$ 197.50 | \$ 197.50 | \$ 197.50 | \$ 197.50 | \$ 197.50 |
| \$ 219.00 99218 | | \$ 200.00 | \$ 207.50 | \$ 103.75 | \$ 207.50 | \$ 81.25 | \$ 81.25 | \$ 207.50 | \$ 207.50 | \$ 207.50 | \$ 207.50 | \$ 207.50 |
| \$ 229.00 99219 | | \$ 210.00 | \$ 217.50 | \$ 108.75 | \$ 217.50 | \$ 85.00 | \$ 85.00 | \$ 217.50 | \$ 217.50 | \$ 217.50 | \$ 217.50 | \$ 217.50 |
| \$ 239.00 99220 | | \$ 220.00 | \$ 227.50 | \$ 113.75 | \$ 227.50 | \$ 88.75 | \$ 88.75 | \$ 227.50 | \$ 227.50 | \$ 227.50 | \$ 227.50 | \$ 227.50 |
| \$ 249.00 99221 | | \$ 230.00 | \$ 237.50 | \$ 118.75 | \$ 237.50 | \$ 92.50 | \$ 92.50 | \$ 237.50 | \$ 237.50 | \$ 237.50 | \$ 237.50 | \$ 237.50 |
| \$ 259.00 99222 | | \$ 240.00 | \$ 247.50 | \$ 123.75 | \$ 247.50 | \$ 96.25 | \$ 96.25 | \$ 247.50 | \$ 247.50 | \$ 247.50 | \$ 247.50 | \$ 247.50 |
| \$ 269.00 99223 | | \$ 250.00 | \$ 257.50 | \$ 128.75 | \$ 257.50 | \$ 100.00 | \$ 100.00 | \$ 257.50 | \$ 257.50 | \$ 257.50 | \$ 257.50 | \$ 257.50 |
| \$ 279.00 99224 | | \$ 260.00 | \$ 267.50 | \$ 133.75 | \$ 267.50 | \$ 103.75 | \$ 103.75 | \$ 267.50 | \$ 267.50 | \$ 267.50 | \$ 267.50 | \$ 267.50 |
| \$ 289.00 99225 | | \$ 270.00 | \$ 277.50 | \$ 138.75 | \$ 277.50 | \$ 107.50 | \$ 107.50 | \$ 277.50 | \$ 277.50 | \$ 277.50 | \$ 277.50 | \$ 277.50 |
| \$ 299.00 99226 | | \$ 280.00 | \$ 287.50 | \$ 143.75 | \$ 287.50 | \$ 111.25 | \$ 111.25 | \$ 287.50 | \$ 287.50 | \$ 287.50 | \$ 287.50 | \$ 287.50 |
| \$ 309.00 99227 | | \$ 290.00 | \$ 297.50 | \$ 148.75 | \$ 297.50 | \$ 115.00 | \$ 115.00 | \$ 297.50 | \$ 297.50 | \$ 297.50 | \$ 297.50 | \$ 297.50 |
| \$ 319.00 99228 | | \$ 300.00 | \$ 307.50 | \$ 153.75 | \$ 307.50 | \$ 118.75 | \$ 118.75 | \$ 307.50 | \$ 307.50 | \$ 307.50 | \$ 307.50 | \$ 307.50 |
| \$ 329.00 99229 | | \$ 310.00 | \$ 317.50 | \$ 158.75 | \$ 317.50 | \$ 122.50 | \$ 122.50 | \$ 317.50 | \$ 317.50 | \$ 317.50 | \$ 317.50 | \$ 317.50 |
| \$ 339.00 99230 | | \$ 320.00 | \$ 327.50 | \$ 163.75 | \$ 327.50 | \$ 126.25 | \$ 126.25 | \$ 327.50 | \$ 327.50 | \$ 327.50 | \$ 327.50 | \$ 327.50 |
| \$ 349.00 99231 | | \$ 330.00 | \$ 337.50 | \$ 168.75 | \$ 337.50 | \$ 130.00 | \$ 130.00 | \$ 337.50 | \$ 337.50 | \$ 337.50 | \$ 337.50 | \$ 337.50 |
| \$ 359.00 99232 | | \$ 340.00 | \$ 347.50 | \$ 173.75 | \$ 347.50 | \$ 133.75 | \$ 133.75 | \$ 347.50 | \$ 347.50 | \$ 347.50 | \$ 347.50 | \$ 347.50 |
| \$ 369.00 99233 | | \$ 350.00 | \$ 357.50 | \$ 178.75 | \$ 357.50 | \$ 137.50 | \$ 137.50 | \$ 357.50 | \$ 357.50 | \$ 357.50 | \$ 357.50 | \$ 357.50 |
| \$ 379.00 99234 | | \$ 360.00 | \$ 367.50 | \$ 183.75 | \$ 367.50 | \$ 141.25 | \$ 141.25 | \$ 367.50 | \$ 367.50 | \$ 367.50 | \$ 367.50 | \$ 367.50 |
| \$ 389.00 99235 | | \$ 370.00 | \$ 377.50 | \$ 188.75 | \$ 377.50 | \$ 145.00 | \$ 145.00 | \$ 377.50 | \$ 377.50 | \$ 377.50 | \$ 377.50 | \$ 377.50 |
| \$ 399.00 99236 | | \$ 380.00 | \$ 387.50 | \$ 193.75 | \$ 387.50 | \$ 148.75 | \$ 148.75 | \$ 387.50 | \$ 387.50 | \$ 387.50 | \$ 387.50 | \$ 387.50 |
| \$ 409.00 99237 | | \$ 390.00 | \$ 397.50 | \$ 198.75 | \$ 397.50 | \$ 152.50 | \$ 152.50 | \$ 397.50 | \$ 397.50 | \$ 397.50 | \$ 397.50 | \$ 397.50 |
| \$ 419.00 99238 | | \$ 400.00 | \$ 407.50 | \$ 203.75 | \$ 407.50 | \$ 156.25 | \$ 156.25 | \$ 407.50 | \$ 407.50 | \$ 407.50 | \$ 407.50 | \$ 407.50 |
| \$ 429.00 99239 | | \$ 410.00 | \$ 417.50 | \$ 208.75 | \$ 417.50 | \$ 160.00 | \$ 160.00 | \$ 417.50 | \$ 417.50 | \$ 417.50 | \$ 417.50 | \$ 417.50 |
| \$ 439.00 99240 | | \$ 420.00 | \$ 427.50 | \$ 213.75 | \$ 427.50 | \$ 163.75 | \$ 163.75 | \$ 427.50 | \$ 427.50 | \$ 427.50 | \$ 427.50 | \$ 427.50 |
| \$ 449.00 99241 | | \$ 430.00 | \$ 437.50 | \$ 218.75 | \$ 437.50 | \$ 167.50 | \$ 167.50 | \$ 437.50 | \$ 437.50 | \$ 437.50 | \$ 437.50 | \$ 437.50 |
| \$ 459.00 99242 | | \$ 440.00 | \$ 447.50 | \$ 223.75 | \$ 447.50 | \$ 171.25 | \$ 171.25 | \$ 447.50 | \$ 447.50 | \$ 447.50 | \$ 447.50 | \$ 447.50 |
| \$ 469.00 99243 | | \$ 450.00 | \$ 457.50 | \$ 228.75 | \$ 457.50 | \$ 175.00 | \$ 175.00 | \$ 457.50 | \$ 457.50 | \$ 457.50 | \$ 457.50 | \$ 457.50 |
| \$ 479.00 99244 | | \$ 460.00 | \$ 467.50 | \$ 233.75 | \$ 467.50 | \$ 178.75 | \$ 178.75 | \$ 467.50 | \$ 467.50 | \$ 467.50 | \$ 467.50 | \$ 467.50 |
| \$ 489.00 99245 | | \$ 470.00 | \$ 477.50 | \$ 238.75 | \$ 477.50 | \$ 182.50 | \$ 182.50 | \$ 477.50 | \$ 477.50 | \$ 477.50 | \$ 477.50 | \$ 477.50 |
| \$ 499.00 99246 | | \$ 480.00 | \$ 487.50 | \$ 243.75 | \$ 487.50 | \$ 186.25 | \$ 186.25 | \$ 487.50 | \$ 487.50 | \$ 487.50 | \$ 487.50 | \$ 487.50 |
| \$ 509.00 99247 | | \$ 490.00 | \$ 497.50 | \$ 248.75 | \$ 497.50 | \$ 190.00 | \$ 190.00 | \$ 497.50 | \$ 497.50 | \$ 497.50 | \$ 497.50 | \$ 497.50 |
| \$ 519.00 99248 | | \$ 500.00 | \$ 507.50 | \$ 253.75 | \$ 507.50 | \$ 193.75 | \$ 193.75 | \$ 507.50 | \$ 507.50 | \$ 507.50 | \$ 507.50 | \$ 507.50 |
| \$ 529.00 99249 | | \$ 510.00 | \$ 517.50 | \$ 258.75 | \$ 517.50 | \$ 197.50 | \$ 197.50 | \$ 517.50 | \$ 517.50 | \$ 517.50 | \$ 517.50 | \$ 517.50 |
| \$ 539.00 99250 | | \$ 520.00 | \$ 527.50 | \$ 263.75 | \$ 527.50 | \$ 201.25 | \$ 201.25 | \$ 527.50 | \$ 527.50 | \$ 527.50 | \$ 527.50 | \$ 527.50 |
| \$ 549.00 99251 | | \$ 530.00 | \$ 537.50 | \$ 268.75 | \$ 537.50 | \$ 205.00 | \$ 205.00 | \$ 537.50 | \$ 537.50 | \$ 537.50 | \$ 537.50 | \$ 537.50 |
| \$ 559.00 99252 | | \$ 540.00 | \$ 547.50 | \$ 273.75 | \$ 547.50 | \$ 208.75 | \$ 208.75 | \$ 547.50 | \$ 547.50 | \$ 547.50 | \$ 547.50 | \$ 547.50 |
| \$ 569.00 99253 | | \$ 550.00 | \$ 557.50 | \$ 278.75 | \$ 557.50 | \$ 212.50 | \$ 212.50 | \$ 557.50 | \$ 557.50 | \$ 557.50 | \$ 557.50 | \$ 557.50 |
| \$ 579.00 99254 | | \$ 560.00 | \$ 567.50 | \$ 283.75 | \$ 567.50 | \$ 216.25 | \$ 216.25 | \$ 567.50 | \$ 567.50 | \$ 567.50 | \$ 567.50 | \$ 567.50 |
| \$ 589.00 99255 | | \$ 570.00 | \$ 577.50 | \$ 288.75 | \$ 577.50 | \$ 220.00 | \$ 220.00 | \$ 577.50 | \$ 577.50 | \$ 577.50 | \$ 577.50 | \$ 577.50 |
| \$ 599.00 99256 | | \$ 580.00 | \$ 587.50 | \$ 293.75 | \$ 587.50 | \$ 223.75 | \$ 223.75 | \$ 587.50 | \$ 587.50 | \$ 587.50 | \$ 587.50 | \$ 587.50 |
| \$ 609.00 99257 | | \$ 590.00 | \$ 597.50 | \$ 298.75 | \$ 597.50 | \$ 227.50 | \$ 227.50 | \$ 597.50 | \$ 597.50 | \$ 597.50 | \$ 597.50 | \$ 597.50 |
| \$ 619.00 99258 | | \$ 600.00 | \$ 607.50 | \$ 303.75 | \$ 607.50 | \$ 231.25 | \$ 231.25 | \$ 607.50 | \$ 607.50 | \$ 607.50 | \$ 607.50 | \$ 607.50 |
| \$ 629.00 99259 | | \$ 610.00 | \$ 617.50 | \$ 308.75 | \$ 617.50 | \$ 235.00 | \$ 235.00 | \$ 617.50 | \$ 617.50 | \$ 617.50 | \$ 617.50 | \$ 617.50 |
| \$ 639.00 99260 | | \$ 620.00 | \$ 627.50 | \$ 313.75 | \$ 627.50 | \$ 238.75 | \$ 238.75 | \$ 627.50 | \$ 627.50 | \$ 627.50 | \$ 627.50 | \$ 627.50 |
| \$ 649.00 99261 | | \$ 630.00 | \$ 637.50 | \$ 318.75 | \$ 637.50 | \$ 242.50 | \$ 242.50 | \$ 637.50 | \$ 637.50 | \$ 637.50 | \$ 637.50 | \$ 637.50 |
| \$ 659.00 99262 | | \$ 640.00 | \$ 647.50 | \$ 323.75 | \$ 647.50 | \$ 246.25 | \$ 246.25 | \$ 647.50 | \$ 647.50 | \$ 647.50 | \$ 647.50 | \$ 647.50 |
| \$ 669.00 99263 | | \$ 650.00 | \$ 657.50 | \$ 328.75 | \$ 657.50 | \$ 250.00 | \$ 250.00 | \$ 657.50 | \$ 657.50 | \$ 657.50 | \$ 657.50 | \$ 657.50 |
| \$ 679.00 99264 | | \$ 660.00 | \$ 667.50 | \$ 333.75 | \$ 667.50 | \$ 253.75 | \$ 253.75 | \$ 667.50 | \$ 667.50 | \$ 667.50 | \$ 667.50 | \$ 667.50 |
| \$ 689.00 99265 | | \$ 670.00 | \$ 677.50 | \$ 338.75 | \$ 677.50 | \$ 257.50 | \$ 257.50 | \$ 677.50 | \$ 677.50 | \$ 677.50 | \$ 677.50 | \$ 677.50 |
| \$ 699.00 99266 | | \$ 680.00 | \$ 687.50 | \$ 343.75 | \$ 687.50 | \$ 261.25 | \$ 261.25 | \$ 687.50 | \$ 687.50 | \$ 687.50 | \$ 687.50 | \$ 687.50 |
| \$ 709.00 99267 | | \$ 690.00 | \$ 697.50 | \$ 348.75 | \$ 697.50 | \$ 265.00 | \$ 265.00 | \$ 697.50 | \$ 697.50 | \$ 697.50 | \$ 697.50 | \$ 697.50 |
| \$ 719.00 99268 | | \$ 700.00 | \$ 707.50 | \$ 353.75 | \$ 707.50 | \$ 268.75 | \$ 268.75 | \$ 707.50 | \$ 707.50 | \$ 707.50 | \$ 707.50 | \$ 707.50 |
| \$ 729.00 99269 | | \$ 710.00 | \$ 717.50 | \$ 358.75 | \$ 717.50 | \$ 272.50 | \$ 272.50 | \$ 717.50 | \$ 717.50 | \$ 717.50 | \$ 717.50 | \$ 717.50 |
| \$ 739.00 99270 | | \$ 720.00 | \$ 727.50 | \$ 363.75 | \$ 727.50 | \$ 276.25 | \$ 276.25 | \$ 727.50 | \$ 727.50 | \$ 727.50 | \$ 727.50 | \$ 727.50 |
| \$ 749.00 99271 | | \$ 730.00 | \$ 737.50 | \$ 368.75 | \$ 737.50 | \$ 280.00 | \$ 280.00 | \$ 737.50 | \$ 737.50 | \$ 737.50 | \$ 737.50 | \$ 737.50 |
| \$ 759.00 99272 | | \$ 740.00 | \$ 747.50 | \$ 373.75 | \$ 747.50 | \$ 283.75 | \$ 283.75 | \$ 747.50 | \$ 747.50 | \$ 747.50 | \$ 747.50 | \$ 747.50 |
| \$ 769.00 99273 | | \$ 750.00 | \$ 757.50 | \$ 378.75 | \$ 757.50 | \$ 287.50 | \$ 287.50 | \$ 757.50 | \$ 757.50 | \$ 757.50 | \$ 757.50 | \$ 757.50 |
| \$ 779.00 99274 | | \$ 760.00 | \$ 767.50 | \$ 383.75 | \$ 767.50 | \$ 291.25 | \$ 291.25 | \$ 767.50 | \$ 767.50 | \$ 767.50 | \$ 767.50 | \$ 767.50 |
| \$ 789.00 99275 | | \$ 770.00 | \$ 777.50 | \$ 388.75 | \$ 777.50 | \$ 295.00 | \$ 295.00 | \$ 777.50 | \$ 777.50 | \$ 777.50 | \$ 777.50 | \$ 777.50 |
| \$ 799.00 99276 | | \$ 780.00 | \$ 787.50 | \$ 393.75 | \$ 787.50 | \$ 298.75 | \$ 298.75 | \$ 787.50 | \$ 787.50 | \$ 787.50 | \$ 787.50 | \$ 787.50 |
| \$ 809.00 99277 | | \$ 790.00 | \$ 797.50 | \$ 398.75 | \$ 797.50 | \$ 302.50 | \$ 302.50 | \$ 797.50 | | | | |

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| Insurance Reimbursement Tracking | | | | | | | | | | | |
|----------------------------------|-----------------------|-----------|----------|---------------|---------------------|-----------------------------------|----------------------|-----------------|---------------|------------------------|-------|
| | Actual Invoice Charge | CPT Codes | Medicare | B/C/B's COBRA | Area OUT of Network | LOC covered up to \$500 per visit | BIDS CITY of PHOENIX | PIP or no Fault | OPTIC/ME ADVA | UNE Medicare advantage | Other |
| Evaluation & Management | | | | | | | | | | | |
| \$ 85.00 | 99202 | \$ - | \$ 20.00 | \$ 85.00 | \$ 55.00 | | \$ 85.00 | | | \$ 24.50 | |
| \$ 250.00 | 99203 | \$ - | \$ 32.00 | \$ 250.00 | \$ 55.00 | \$ 67.52 | \$ 250.00 | \$ 50.00 | | | |
| \$ 350.00 | 99204 | \$ - | \$ 34.00 | \$ - | \$ 55.00 | | \$ 350.00 | \$ - | | | |
| \$ 400.00 | 99205 | \$ - | \$ 36.00 | \$ - | \$ 55.00 | | \$ - | | | | |
| \$ 85.00 | 99211 | \$ - | \$ - | \$ - | \$ - | | \$ - | | | | |
| \$ 85.00 | 99212 | \$ - | \$ 20.00 | \$ 85.00 | \$ 55.00 | | \$ 85.00 | \$ - | | | |
| \$ 200.00 | 99213 | \$ - | \$ 22.00 | \$ - | \$ 55.00 | \$ 46.43 | \$ 200.00 | \$ - | | | |
| \$ 250.00 | 99214 | \$ - | \$ 24.00 | \$ 200.00 | \$ 55.00 | | \$ 250.00 | \$ - | | | |
| \$ 300.00 | 99216 | \$ - | \$ 26.00 | \$ 300.00 | \$ 55.00 | | \$ - | | | | |

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| Insurance Reimbursement Tracking | | | | | | | | | | |
|----------------------------------|-----------|----------|-------------------------|---|-----------------------------------|----------------------|-------------------|-------------------------|---------------------------|-------|
| Actual Invoice Effective Date | CPT Codes | Medicare | B/C/B - COBRA - Self | Amount of LTC Care up to \$60 per visit | UBC rates up to \$60 per visit | BIDS CPT of P9999 | Prior to No Fault | OPTIMA MEDICARE ADVA | LTC Medicare Advantage | Other |
| Evaluation & Management | | | | | | | | | | |
| \$ 85.00 | 99202 | \$ - | \$ 20.00 | \$ 85.00 | \$ 55.00 | \$ 85.00 | \$ - | \$ 24.50 | | |
| \$ 250.00 | 99203 | \$ - | \$ 32.00 | \$ 250.00 | \$ 67.52 | \$ 250.00 | \$ 50.00 | | | |
| \$ 350.00 | 99204 | \$ - | \$ 34.00 | \$ - | \$ - | \$ 350.00 | \$ - | | | |
| \$ 400.00 | 99205 | \$ - | \$ 36.00 | \$ - | \$ 55.00 | \$ - | \$ - | | | |
| \$ 85.00 | 99211 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | |
| \$ 85.00 | 99212 | \$ - | \$ 20.00 | \$ 85.00 | \$ 55.00 | \$ 85.00 | \$ - | | | |
| \$ 200.00 | 99213 | \$ - | \$ 22.00 | \$ - | \$ 46.43 | \$ 200.00 | \$ - | | | |
| \$ 250.00 | 99214 | \$ - | \$ 24.00 | \$ 200.00 | \$ 55.00 | \$ 250.00 | \$ - | | | |
| \$ 300.00 | 99215 | \$ - | \$ 26.00 | \$ 300.00 | \$ 85.00 | \$ - | \$ - | | | |

Example of Discount-Allowed Fee

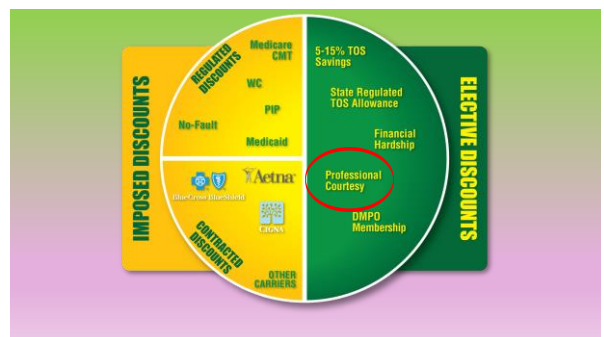
[illegible]

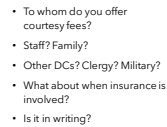
Example of Capitated Discount

| Account Number | Patient Name/ Patient ID | | Subscriber ID/ Connected ID | Rendering Provider | | Claim #/Claim Type | | Group Policy Number/Product Name | |
|---------------------|--------------------------|----------------|-----------------------------|------------------------------------|----------------------|--------------------|-----------------|----------------------------------|------------------------|
| Date(s) of Service | Description of Service | Amount Charged | Claim / Service Adj | Prev Adj Discout Amount Allowed | Deduct/ CoPay/ Copay | Paid to Provider | Adj Reason Code | RMC Code | Patient Responsibility |
| 9/30/2028-9/30/2028 | HC-97110.59 | \$30.00 | -- | -\$80.00 | \$10.00 | -\$2.00 | -\$6.00 | 43, 2 | \$2.00 |
| 9/30/2028-9/30/2028 | HC-06941 | \$65.00 | -- | -\$65.00 | -- | -- | 43 | -- | -- |
| Subtotal | | \$205.08 | \$5.00 | -\$145.00 | -\$10.00 | -\$44.00 | -- | -- | \$13.00 |

Medicare's Co-Pay or Deductible Waivers for Hardship

- The waiver is not offered as part of any advertisement or solicitation
- Waivers are not routinely offered to patients
- The waiver occurs after determining, in good faith, that the individual is in financial need
- The waiver occurs after reasonable collection efforts have failed



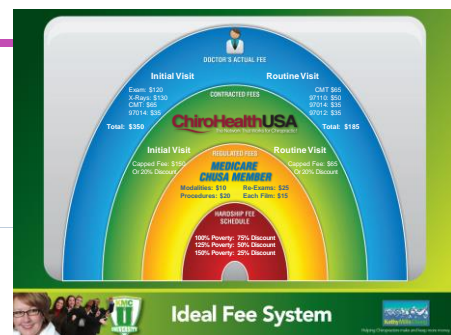
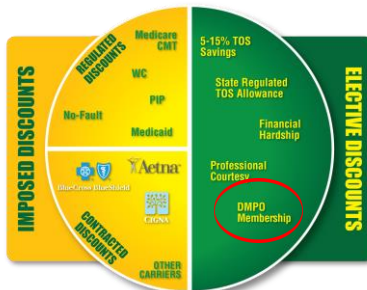


Define Your Policy

- The policies listed below are offered to all members of the stated groups without regard to volume or value of referrals;
- May include only those services regularly offered by the practice;
- Are included in written policy and have been approved by top practice management;
- Cannot be offered for copay waivers unless the insurance company paying the bill is informed in writing or there is documented and verified financial hardship; and
- Does not violate anti-kickback laws or claims submission rules and regulations.

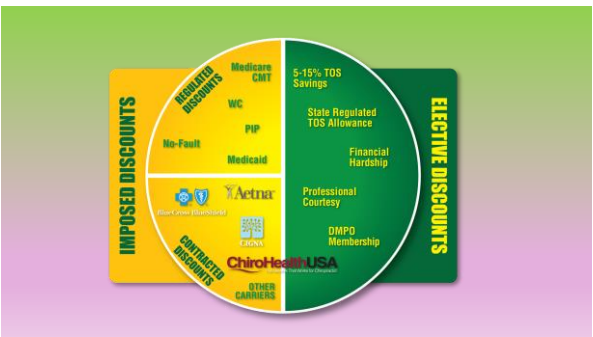
Likewise, if the party who qualifies for Professional Courtesy wishes to use third party health insurance for any reason, they must opt out of this policy, because the office will collect 100% of the copayments, co-insurance, and any unmet deductible, as with any other patient.

Likewise, if the party who qualifies for Professional Courtesy wishes to use third party health insurance for any reason, they must opt out of this policy, because the office will collect 100% of the copayments, co-insurance, and any unmet deductible, as with any other patient.





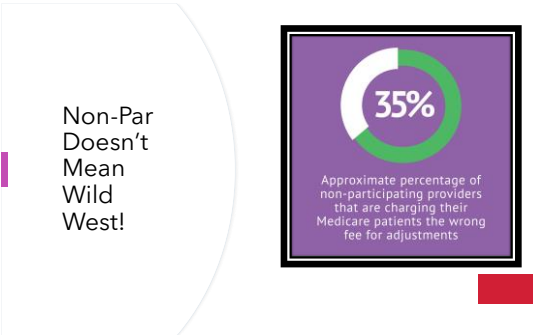
49



50



51



52



Collect According to Your Policies

- Charge Correctly
- Collect According to Your Policies
- Bill Correctly

53

Active Episodes of Care



54

Collecting at Time of Service

- It's OK to collect co-pay or known deductible at TOS if participating
- Collect full limiting fee for Part B if Non-Par
- If service is denied, you must refund to patient OR you must appeal
- Medicare IVR/portals can let you know if deductible is met for the year
- Always based on allowable amount if participating



55

Medicare Part C-In Flux!

- If participating, bill the plan and follow the fee schedule
- If not participating, decide whether to bill it (not suggested) and collect according to fee schedule
- If you do not bill, keep to the Medicare Fee Schedule you follow for Part B



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What Makes a Payment Plan Compliant?

- Use of proper fees to calculate patient responsibility
- Appropriate estimate of medically necessary care to be paid by 3rd party
- Automatic payments from credit card handled properly
- No discounts given on 3rd party reimbursable portion of care
- KMC University prefers the Cash Practice System®



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Flexible PAYMENT PLANS

Medicare Payment Plans

- Once you have charged and billed correctly, you may collect according to your written policy
- OK to allow patients to pay their portion on a monthly payment plan
- OK to incentivize excluded services 5-15% if prepaid...but this is discouraged

58

Maintenance

- Wellness
 - Prevent disease
 - Promote health
 - Strong/enhance the quality of life
- Supportive
 - Maintain or prevent deterioration of a chronic condition

Expect Payment from Your Patient!

59

Three Choices for Fees in Maintenance Care

- Charge allowable fee or limiting fee
- Charge your actual fee
- Charge a discounted fee for maintenance if the patient qualifies and you offer this to ALL types of patients
- Codify this in your compliance policy

60

Option One: Payer Allowable or Limiting Fee

| | |
|----------|--|
| Continue | Continue to charge the allowable or limiting fee in maintenance care |
| Charge | Charge that fee when billing for active treatment |
| Set | Set policy that says THIS is your fee for all phases of care: acute, chronic, or maintenance |

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Option Two: Charge Actual Fee for Maintenance Care

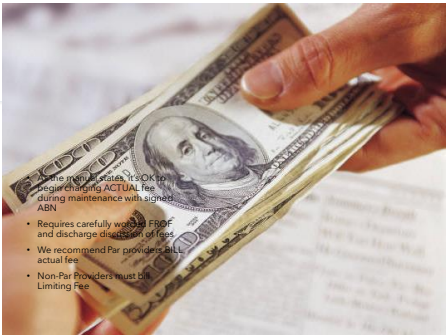
50.7.3 - Effects of Lack of Notification, Medicare Review and Claim Adjudication
(Rev. 2782, Issued: 09-06-13, Effective: 12-09-13, Implementation: 12-09-13)

A. Beneficiary Liability

A beneficiary who has been given a properly written and delivered ABN and agrees to pay may be held liable. The charge may be the supplier/provider's usual and customary fee for that item or service and is not limited to the Medicare fee schedule. If the beneficiary does not receive proper notice when required, s/he is relieved from liability.

Notifiers may not use ABNs to shift financial liability to a beneficiary when full payment is made through bundled payments. In general, ABNs cannot be used where the beneficiary would otherwise not be financially liable for payment for the service because Medicare made full payment. See 50.13 for information on collection of funds.

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When the member states "I'm OK to begin charging ACTUAL fee during maintenance with signed ABN"

- Requires carefully worded FROF and discharge disclaimer of loss
- We recommend Par coverage of actual fee
- Non-Par Providers must bill Limiting Fee

63

ChiroHealthUSA

The Network That Works for Chiropractic!

Option Three: Publish a Maintenance Fee Schedule Anyone Can Access

- The safest, and cleanest way to do this is to join a DMPO network like ChiroHealthUSA
- Within that fee schedule, post a fee for maintenance CMT, regardless of levels
- Anyone that is a member can access that fee schedule

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TOP 5 ABN ERRORS FOUND in KMC University Audits

The Pitfalls

ABNs THAT ARE SIGNED BY THE PATIENT WITHOUT THE PATIENT'S SIGNATURE


ABNs WITHOUT COST ESTIMATES

ABNs SIGNED ON EVERY SINGLE VISIT

ABNs MISSING THE NOTIFIER INFORMATION AT THE TOP

ABNs THAT MIX SPINAL CMT CODES WITH OTHER EXCLUDED SERVICES

65



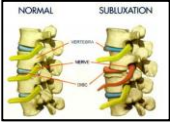
Understand and Implement Medical Necessity Definitions

The definition of Medical Necessity, per Medicare, is: The patient must have a significant health problem in the form of a neuromusculoskeletal condition necessitating treatment, and the manipulative services rendered must have a direct therapeutic relationship to the patient's condition and provide reasonable expectation of recovery or improvement of function.

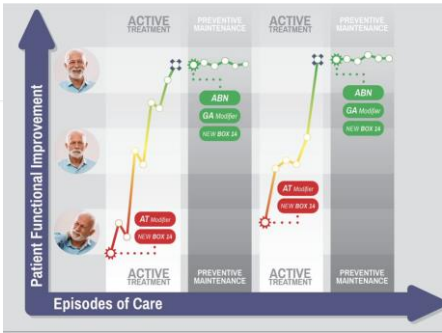
66

The Opposite of Active Treatment

Maintenance therapy is defined (per Chapter 15, Section 30.5.B. of the Medicare Benefits Policy Manual) as a treatment plan that seeks to prevent disease, promote health, and prolong and enhance the quality of life; or therapy that is performed to maintain or prevent deterioration of a chronic condition.



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AT = Active Treatment

- By definition meets medical necessity
- Billed and expected to be paid
- Follows MAC screens
- Should not be automatic

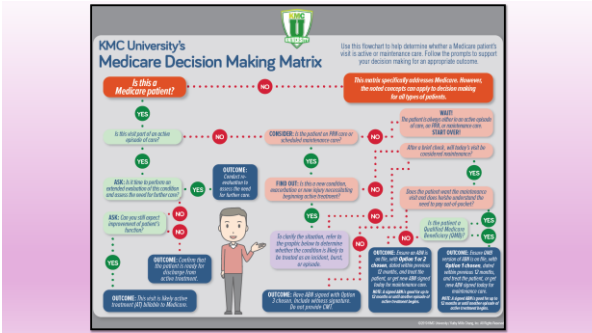
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| The KMC University's Guide to MEDICARE MODIFIERS | | |
|---|---|--|
| Modifiers Used Only With 90940, 90941, 90942 | | |
| Code | Description/Instructions | Effect on Medicare Payment |
| AT | Requires Medicare payment. Indicates service rendered was medically necessary or Medicare required. | Medicare will consider for payment. |
| GA | Waiver of liability (ABN) on file. Indicates maintenance care or sixth second cancer screen. | If patient selects ABN Option 1, you must bill Medicare. Medicare will deny as not medically necessary. Patient will be financially responsible. |
| GZ | Indicates you have selected ABN for maintenance care as required. | Cover will be denied. Patient will not be deemed responsible for payment. |
| Modifiers Used with All Statutorily Excluded Services | | |
| Code | Description/Instructions | Effect on Medicare Payment |
| G1 | Indicates statutorily excluded services. Indemnity is rendered by a HC. | Billing of these services is not required unless the patient requests. Patient is financially liable. |
| GX | ABN on file for voluntary use. | Cover will be denied/abandoned financially liable. Use with G1 modifier as official ABN form for voluntary use. |
| GP | Used for certain therapy services as part of outpatient treatment plan. | Cover will be denied/abandoned financially liable. Use with G1 modifier as certain therapy services to receive proper denial. |

MANDATORY SUBMISSION

VOLUNTARY SUBMISSION

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The rule says..

- ABN communicates financial liability to the patient when Medicare **may not** pay because the **COVERED** service is **not medically necessary**

An advance written notice of non-coverage helps Medicare Fee-for-Service (FFS) patients choose items and services Medicare **usually** covers but **may not pay** because **they're not medically necessary** or custodial in nature. You **communicate these financial liabilities** and appeal rights and protections through notices you give your patients. If you **don't provide** your patients with the required written notices, **we may hold you financially liable if we deny payment**. This booklet explains the advance written notice types, uses, and timing.

"You" refers to the health care provider or supplier.

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Initiating an ABN

- When an **otherwise covered** service is no longer considered medically necessary as defined by CMS
- To communicate financial responsibility to the patient for possible non-payment on **otherwise covered** services

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What does Medicare usually cover?

CMT 89940, 89941, 98942

Chiropractic Services – Medical Policy Article

Approved: 10/1/2019

Revised: 10/1/2019

Abstract

Chiropractic Services – Medical Policy Article

Chiropractic Services – Medical Policy Article

Chiropractic Services – Medical Policy Article

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Medicare Advance Written Notices of Noncoverage

MILN Booklet

Frequency Limits

Some Medicare-covered services have **frequency limits**. Medicare only pays for a certain quantity of a specific item or service **in each period for a diagnosis**. If you believe an item or service may exceed frequency limits, **issue the notice before furnishing the item or service** to the beneficiary.

If you do not know the number of times the beneficiary got a service within a specific period, get this information from the beneficiary or other providers involved in their care. **Contact your MAC or use the Health Insurance Portability and Accountability Act (HIPAA) Eligibility Transaction System (HETS) (270/271) to determine if a Medicare beneficiary met the frequency limits from another provider during the calendar year.**

Extended Treatment

You **may** issue a single notice to cover extended treatment if it lists all items and services and the duration of treatment when you believe Medicare will not pay. If the beneficiary gets an item or service during the treatment that **you did not list on the notice and Medicare may not cover it**, you must issue a separate notice. **Original notice for an extended course of treatment is only valid for 1 year.** If the extended course of treatment continues after 1 year, **issue a new notice.**

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ISSUING AN ADVANCE WRITTEN NOTICE OF NONCOVERAGE

When You Must Issue an Advance Written Notice of Noncoverage

To transfer financial liability to the beneficiary, the provider must issue an advance written notice of noncoverage:

- When an **item or service is not reasonable and necessary** under Medicare Program standards. Common reasons Medicare denies an item or service as not medically reasonable and necessary include care that is:
 - Experimental and investigational or considered "research only"
 - Not indicated for diagnosis or treatment in this case
 - Not considered safe and effective
 - More than the number of services Medicare allows in a specific period for the corresponding diagnosis**
- When custodial care is given
- Before caring for a beneficiary who is not terminally ill (hospice providers)
- Before caring for a beneficiary who is not confined to the home or does not need intermittent skilled nursing care (home health providers)

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Notifier (Practice)

Kate's Chiropractic Services
1234 Main Street, Houston, TX 77001, 770-555-1234

Advance Beneficiary Notice of Noncoverage (ABN)

NOTE: If Medicare doesn't pay for **chiropractic maintenance care**, you may have to pay. Medicare does not pay for everything. **Even some maintenance care is not covered.** Medicare has good reason to **disallow** what you expect Medicare may not pay for. **Chiropractic maintenance care.**

| Chiropractic Maintenance Care | Reason Medicare May Not Pay | Estimated Cost |
|-------------------------------|---|----------------|
| 98940 | Medicare does not pay for chiropractic maintenance care | \$24.71 |
| 98941 | | \$32.54 |
| 98942 | | \$41.87 |

WHAT YOU NEED TO DO NOW:

- Read this notice, so you can make an informed decision about your care.
- Ask us any questions that you may have after you **sign** the notice.
- Choose an option below about whether to receive **maintenance care** listed above.
- Note: If you choose Option 1 or 2, we may help you **pay** for the maintenance care that you might have, but Medicare cannot require us to do this.

OPTIONS:

Check only one box. We cannot choose a box for you.

☐ OPTION 1. I want **maintenance care** listed above. You may ask to be paid now, but I also want Medicare billed for **another reason** on payment, which is sent to me on a Medicare Summary Notice (MSN). I understand that if Medicare doesn't pay, I am responsible for payment, but I can **appeal** to Medicare by following the directions on the MSN. If Medicare does pay, you will refund any payments I made to you, less co-pays, or deductibles.

☐ OPTION 2. I want **maintenance care** listed above, but do not bill Medicare. You may ask to be paid now as I am responsible for payment. I cannot appeal if Medicare is not billed.

☐ OPTION 3. I don't want the **maintenance care** listed above. I understand with this choice I am not responsible for payment, and I cannot appeal to see if Medicare would pay.

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Options:

Check only one box. We cannot choose a box for you.

☒ OPTION 1. I want the **maintenance care** listed above. You may ask to be paid now, but I also want Medicare billed for an official decision on payment, which is sent to me on a Medicare Summary Notice (MSN). I understand that if Medicare doesn't pay, I am responsible for payment, but I can **appeal** to Medicare by following the directions on the MSN. If Medicare does pay, you will refund any payments I made to you, less co-pays, or deductibles.

☐ OPTION 2. I want the **maintenance care** listed above, but do not bill Medicare. You may ask to be paid now as I am responsible for payment. I cannot appeal if Medicare is not billed.

☐ OPTION 3. I don't want the **maintenance care** listed above. I understand with this choice I am not responsible for payment, and I cannot appeal to see if Medicare would pay.

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Attention Non-Par Providers!

*Special guidance for **non-participating suppliers and providers** (those who don't accept Medicare assignment) ONLY:
Strike the last sentence in the Option 1 paragraph with a single line so that it appears like this: **if Medicare does pay, you will refund any payments I made to you; less co-pays or deductibles.**
This single line strike can be included on ABNs printed specifically for issuance when unassigned items and services are furnished. Alternatively, the line can be hand-penned on an already printed ABN. The sentence must be stricken and can't be entirely concealed or deleted. There is no CMS requirement for suppliers or the beneficiary to place initials next to the stricken sentence or date the annotations when the notifier makes the changes to the ABN before issuing the notice to the beneficiary.

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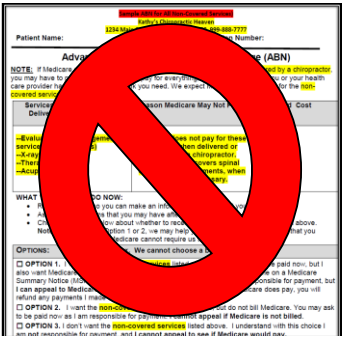
Know the Difference Between Mandatory and Voluntary

Note: These instructions should **only be used** when the ABN is used to transfer potential financial liability to the beneficiary and **not in voluntary instances**. More information on dual eligible beneficiaries may be found at: https://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/downloads/Medicare_Beneficiaries_Dual_Eligibles_At_a_Glance.pdf

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Issuing a Voluntary Advance Written Notice of Noncoverage as a Courtesy
Medicare does not require you to notify the beneficiary before you furnish an item or service Medicare never covers or is not a Medicare benefit. However, as a courtesy, you may issue a voluntary notice to alert the beneficiary about their financial liability. Issuing the notice voluntarily has no effect on financial liability, and the beneficiary is not required to check an option box or sign and date the notice. For more information about noncovered services, refer to the [Items and Services Not Covered Under Medicare](#) booklet.

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(Provide on Your Letter Head)
Special Notice for Medicare Patients
Dr. _____ and the team here at _____ Chiropractic are dedicated to providing you with the best healthcare possible, with the goal of you reaching your optimal health and function. For that reason, we will always recommend everything you need for the benefit of your condition and will not make recommendations based only on what your insurance will cover.
The decision to proceed with care is always up to you, the patient, since your healthcare choices are a personal decision. With that in mind, this notice will help you understand what is covered by Medicare in a chiropractic office, and what may be your responsibility.
Medicare covers **ONLY** spinal adjustments when the doctor feels they meet Medicare's requirement of medical necessity. All other services that we deliver here in our office are excluded by Medicare because they are ordered or delivered by a chiropractor.
This includes these items listed below:
You must authorize this list to include the services you offer in your office
X-rays
Evaluation and Management services (examinations)
Adjustments to areas other than the spine, such as the shoulder, arm, hand, leg, ankle, and foot.
Physical therapy modalities and procedures, such as traction, electric muscle stimulation, ultrasound, and exercises
Durable medical equipment, such as pillows, braces, supports, and exercise tools for home use
Acupuncture
Laboratory Tests
Remember, it is the policy of this office never to turn any patient away from care due to financial circumstances. We offer many options to assist you with your financial responsibility and will explain each of those to you in detail. This includes billing any other insurance you may have as a supplement to Medicare.
We are happy to include you among our practice family. Please let us know about any questions you have related to your treatment here at _____ Chiropractic.

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Patient Friendly Medicare Education

- Patient Friendly Language
- Looks "Medicare Official"
- Starts the process on the right foot



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What is a QMB?

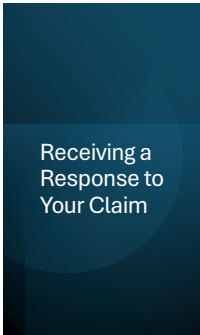
‘The Qualified Medicare Beneficiary (QMB) program is a Medicare Savings Program that helps qualified individuals meet some of the out-of-pocket costs associated with Medicare coverage’
It is a BILLING PROTECTION for Patients

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WHEN NOT TO USE AN ADVANCE WRITTEN NOTICE OF NONCOVERAGE
Do not use an advance written notice of noncoverage for items and services you furnish under **Medicare Advantage (Part C)** or the Medicare Prescription Drug Benefit (Part D).
Medicare does not require you to notify the beneficiary before you furnish items or services that are not a Medicare benefit or that Medicare never covers.
For a list of Medicare noncovered items and services, refer to the [Medicare Claims Processing Manual, Chapter 30, Section 20.1](#).

VOLUNTARY


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87



88

Without a Process



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Start with the Organization of this Department

- Systematize your system
- What goes in the front correctly, sets the proper flow in motion
- Collecting the mail is the start of your flow
- Sort mail into your system for success

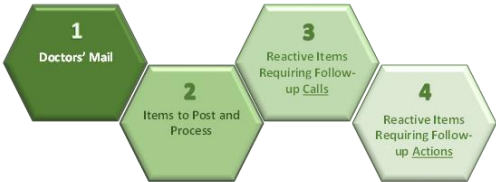


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Control the Intake of Material

91



92



Set Up Your Workspace



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Exercise 1

Sort the Mail. Please select the number that best describes each of the mail items below. Place the corresponding number in the space provided next to each statement.

- 1. Doctors Mail 2. Items to post or process 3. Reactive/Follow-Up Call 4. Reactive/Follow-Up Action
- a. A Blue Cross and Blue Shield letter saying that the patient is not a covered beneficiary. _____
- b. An EOB (Explanation of Benefits) from Aetna with a list of claims paid. _____
- c. Medicare letter saying that the MBI (Medicare Beneficiary Identifier) does not match the patient's name on the claim form. _____
- d. Workers' Compensation carrier letter requesting office notes for select days of service. _____
- e. A credit card bill addressed to the doctor. _____
- f. A request for records from Geico Insurance for a personal injury claim. _____
- g. An envelope addressed to the doctor with the word personal on the outside. _____
- h. Remittance Advice from State Farm Insurance for a personal injury claim. _____
- i. A written request from a patient for a copy of their entire medical record. _____
- j. A letter from the Chiropractic Board addressed to the doctor. _____

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Anatomy of an EOB

The Explanations of Benefits (EOBs) contains vital information about how a patient's claim was processed and paid. This information is used to post payments into your billing software and determine what remaining portion needs to be collected from the patient. It is important that you understand how to interpret the information on an EOB. The terminology and format may differ slightly from one insurance company to the next, but with practice, they will become easier to read.

Grango Insurance
P.O. Box 1642
Chicago, IL 60604

Control Number: 16422234
Patient Account: 1004

Patient: John Doe
ID: 10222-8643

Member: Jane Doe
Provider: Mary Smith, DC

Date: 09/03/2018
TR: 00-0000000
Benefit Plan: Local Union 222
UP: 1234521

Explanation of Benefits

| DATE/CLIN SERVICE | SERVICE | POS | AMOUNT BILLED | ALLOWED | PRIORITIZED DISCOUNT | DEDUCT CO-PAY | CO-INS. | PAID TO PROVIDER | PATIENT RESPONS. | REMARK CODE |
|-------------------|---------|-----|---------------|---------|----------------------|---------------|---------|------------------|------------------|-------------|
| 12/01/2017 | 9891 | 11 | 05.00 | 25.00 | 10.00 | 10.00 | | 25.00 | 10.00 | PD |
| 12/01/2017 | 9746 | 11 | 40.00 | 0.00 | | | | 0.00 | | CI |
| 12/01/2017 | 9102 | 11 | 25.00 | 25.00 | 0.00 | | 5.00 | 20.00 | 5.00 | PD |
| 12/01/2017 | 9710 | 11 | 40.00 | 35.00 | 5.00 | | 1.00 | 38.00 | 7.00 | PD |

Remark Codes:
PD - This provider is in the All Better network. Contractual provider discount has been applied.

Total Paid to Provider: \$70.00
Total Patient Responsibility: \$27.00

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[illegible][illegible][illegible]

MO BCBS
1311 WILLIAM HOWARD TAFT ROAD
CINCINNATI, OH 45206

Patient Account Number: [REDACTED]
 Rendering Provider: [REDACTED]
 Rendering NPI: [REDACTED]
 Payer Claims: [REDACTED]
 Billed Service Not Covered by Health Plan
 Patient Responsibility: PR-19 Benefit maximum for this time period of occurrence has been reached. Start: 01/01/1995 Last Modified: 02/29/2014
 Patient Responsibility: [REDACTED]
 Patient Group: [REDACTED]

| Billed Amount | Allowed Amount | Deduct Amount | Claims Status |
|---------------|----------------|---------------|---------------------------------------|
| \$659.00 | \$0.00 | \$0.00 | Claims Status: Processed to Secondary |
| \$45.00 | \$0.00 | \$0.00 | Claim Payment Amount: \$0.00 |
| \$45.00 | \$0.00 | \$0.00 | Claim Adj Item: |
| \$45.00 | \$0.00 | \$0.00 | Claim Adj Codes: |
| \$1390.00 | \$0.00 | \$0.00 | Claim Remark Codes: |

Service Line Information
 Single Service Date: 8/20/2016 End Service Date: 8/20/2016
 Rendering NPI: 190344388

Check Date: 02/22/2019

Rendering Provider: [REDACTED]
Rendering NPI: [REDACTED]

Claim Information

Patient Adjustment Codes Glossary

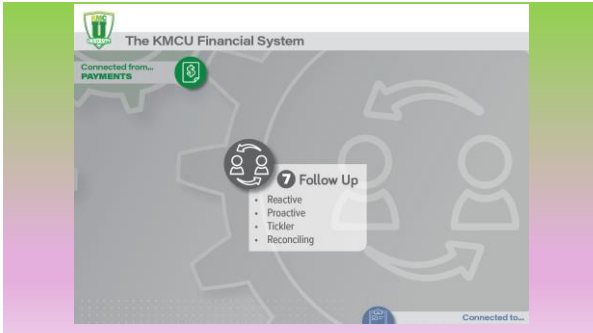
Insured/Eligible Service Not Covered by Health Plan

Claim PR-119 : Benefit maximum for this time period or occurrence has been reached.

Claim Status: [REDACTED]

| | | | |
|------------------------------|-----------|---------|---------|
| Claim Payment Amount: \$0.00 | \$69.00 | \$38.00 | \$0.00 |
| Claim Adj Amt: | \$45.00 | \$10.00 | \$0.00 |
| Claim Adj Codes: | \$45.00 | \$10.00 | \$0.00 |
| Claim Remark Codes: | \$1390.00 | \$96.00 | \$69.00 |

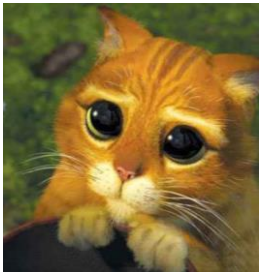
[illegible]



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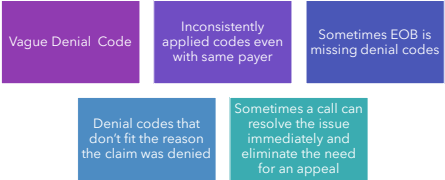
Follow-Up Begs for a System

- A place for everything and everything in its place
- A system belongs to the practice, not the CA
- The set up of the system begins with the proper intake of payments and posting of checks



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Reasons We Call for Follow Up



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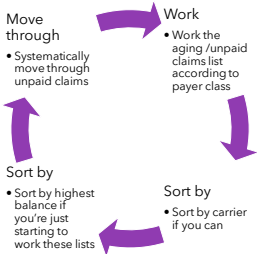
The Beauty of the System

- Reactive items are stored together and in order
- Depending on flow, they should be staged and ready for work
- Leadership can easily check on progress
- Notes on the item remind us why we're following up
- Managed in Compliance Meetings



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Proactively Work it!

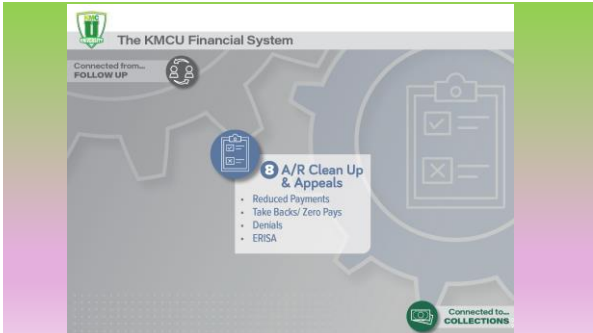


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Not an Appropriate Reminder System



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109

What is an Appeal?

- An **appeal** is the action step a practice can take when a denial or erroneous payment is received from a third-party payer
- An **appeal** is how you request the payer to reconsider the decision
- An **appeal** allows you to provide additional information pertaining to the claim(s) in question. The third-party can review and perhaps reconsider the denial



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When Might an Appeal Be Necessary?

- An entire claim is denied
- A partial claim (line item) is denied
- There is an underpayment on one or more items or services according to the policy guidelines or provider contract



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Appeals Process

- Determine Reason for Denial
- Investigate the Issue—is the Provider at fault or is the Payer at fault?
- Review the process for appeals as outlined by the payer (e.g., Medicare has its own unique appeals process)
- Gather supporting information and file the appeal
- Do not delay the process—the clock is ticking
- Medicare appeals process has five stages...some differ

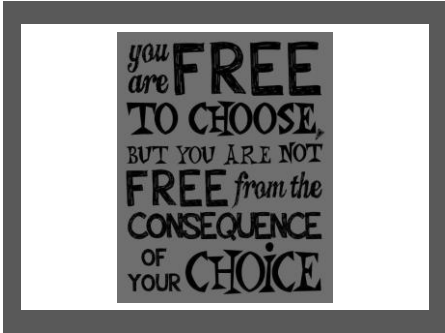
112

You Don't Have to KNOW All the Answers...

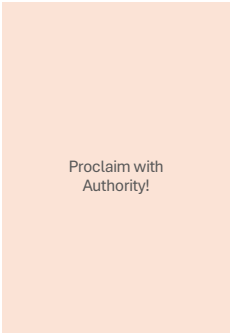
- Follow Official Coding Rules and Guidelines
- Have current coding resources available
- Rely on a certified coding specialist when you have questions, not your buddy!
- Ongoing training is essential and your obligation!



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Don't forget to sign up to our
MAILING LIST!

| KMC University Administrative Services Sign-Up Sheet | | | | |
|--|------|--------------|--------------|-----------|
| Please print your name and address in the space provided. We will contact you by email and mail. | | | | |
| No. | Name | Home Address | Phone Number | Cell. No. |
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Please print in capital letters and use only one space between words.



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