ABA Therapists: How to Fight Back and Maximize Insurance Reimbursements

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AUDITS/Recoups/Fraud

**AUDIT:** Review of claim/billing and other files post service or contemporaneously

**RECOUPMENTS:** Take back or offset of claims payments that Payer asserts were in error, previously allowed in response to specific client claims, based on extrapolation; can be offset against client’s claims that was subject to review or other client claims, and even prospectively

**FRAUD:** Assertion of intentional act that duped Payer into allowing claims erroneously
Obligations Under Your Contract: Tickler List for Review and Compliance

- Timely submission of claims and appeals
- Compliance with network handbook and other requirements
- Authorization or Preapproval – Protections for Preferred Providers (maybe others in limited circumstances)
- Collect copays, deductibles, coinsurance, amounts over UCR
- No balance billing
  - What about non-covered claims?
  - Medicaid?
- Billing and claim submission obligations
  - Certification of services (place of service, time of service, billing increments etc., 1:1 supervision, group services...)
- HIPAA/Liability Insurance
- Compliance with state licensing and insurance regulations and laws
Rights Under Your Contract: Tickler List for Review and Compliance

- Renewals and Cancellations (writing/timing)
  - With and without cause

- Dispute Provisions
  - Notice, Process & Timing
    - Appeals during dispute
  - Process (letter, calls/emails, eventually arbitration, litigation, etc.)

- Prompt Pay, penalties and interest

- New rates and codes?

- Law of the state of service or as listed in contract

- Recoupments, offsets, audits etc.
Coding, Claims, Billing, Document Errors

• Failing to: indicate start and stop time, identify child, name of provider, credential and signature of provider, or date of service
• Failing to accurately or sufficiently document services
• Using wrong codes...
• Billing for services in incorrect setting
• Billing codes that are not permitted (supervision, assessments etc.)
• Billing supervision and tech time at the same time
• Billing group services as 1:1 services
• Using ASD diagnosis as primary when not and vice versa
• Moving billing to different days/times
• Billing Supervision that is not 1:1
• Use of unlicensed supervisors/provider NPIs
Minimizing Risk/Maximizing Reimbursements
STRATEGIES:

- Compliance Program
  - Understand your contract rights
  - Understand your regulatory and statutory rights/obligations (usually referred to in contract or on the Dept. of Insurance website)
  - Comply with HIPAA
  - Comply with general and Payor standards for medical documentation, billing and claims submission
    - Back up any advice in writing
  - Standardize your practice (billing, documentation, claims, forms etc.) – Everyone Does the Same Thing!
  - Internally audit systems, files, services, facilities, hire/assign a compliance person
STRATEGIES CONTINUED …

♦ Responses to Audits, Reviews & Fraud Investigations
  ♦ Review and rely on contract provisions (timing of response/reasonableness of request, etc.); ask for more time...
  ♦ Review of notice letter – read/respond carefully, precisely, timely
  ♦ Review of records before production: Beware of recoups, offsets, fraud
    ♦ ID all potential issues
    ♦ Produce only requested information unless insufficient to support coverage
    ♦ Shore up with missing information if helpful even if not requested
    ♦ Comply with billing, coding and documentation requirements
    ♦ Do not “fix” records, re-date, etc.
    ♦ Prepare amended or supplemental reports if data is collected but date contemporaneously
    ♦ Include or obtain appropriate diagnosis, recommendations, prescriptions
    ♦ Do not produce school information without explicit consent from parents
STRATEGIES CONTINUED... (DON’T ROLL OVER)

◊ TIMELY respond to offsets, recoups, and FIGHT

◊ Use your state law and contract provisions because recoups and audits may be limited in time or scope (interest paid if claims payments held up)

◊ Timely appealing recoups or offsets to delay – Keep an eye on the statute of limitation in the contract/state of service

◊ Work through identified issues with Payor, supplementing with other data to prove services were provided and appropriately documented in other form

◊ Negotiate the lowest number or use your dispute provisions and enter into litigation or arbitration

◊ If issues are identified with records, immediately create compliance program that insulates you from future recoups and proves to insurer that you are serious about compliance
Licensing Laws & Regulations

- Comply with your state licensing laws and practice regulations
Denials and Coverage Disputes
## Denials - How to Fight/Win

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Appeals:

- Use records to prove services are not custodial
- Use records to support past and continuing progress
- Make sure you have updated diagnosis and recommendations
- Force Insurers to issue written denials
- Respond to denials timely with documented support for coverage
- Keep track of and comply with all timelines
- Exhaust internal appeals, consider external on MN denials
Litigation/Arbitration

- Medical Necessity/Exhaust Appeals
  - Continuing coverage during appeals
- External Review
- Provider/Insurer State Claim Arbitration/Disputes
- Litigation/Arbitration – Check your network contract
- Assignments of Benefits/Powers of attorney
- Individual Claims/Bad Faith Breach of Contract
  - Potential Fees
- Group Plans – ERISA
  - Potential Fees