Field Unity

Vision

Equitable Healthcare

Opportunity

Overcoming Payor Statute of Limitation Defenses

The **POWER** of **Association**
2023 IHA Leadership Summit

IHA
Illinois Health and Hospital Association
100 Years of Service

Making History

Technology

Solutions

Inspiration

Field Unity

Vision

Equitable Healthcare

Opportunity

TIMES UP – How to Navigate Timeliness Requirements Before Your SOL Runs

Presented By:
The Law Offices of Stephenson, Acquisto & Colman

September 21, 2023

LAW OFFICES OF
STEPHENSON
ACQUISTO
& COLMAN

IHA
Illinois Health and Hospital Association
100 Years of Service

Making History

Technology

Solutions

Inspiration

Agenda

- Introductions

- Statute of Limitations (SOL)
  - What is it?
  - What parts are causing you problems?
  - How are you handling it?
  - Case Examples?

- Questions & Discussion

The **POWER** of**Association**

SAC: Who Are We?

The Law Offices of Stephenson, Acquisto & Colman ("SAC") has specialized exclusively in healthcare litigation claim recovery and litigation for over 30 years. The firm's partners have over 100 years of combined legal experience and the firm has recovered over a billion dollars on behalf of its healthcare provider client base. Headquartered in California, SAC handles claims and legal disputes throughout the country. SAC has partnered with all categories of providers from acute care facilities of all sizes, children's hospitals, trauma centers, and skilled nursing facilities. The firm's strong commitment to the provider community includes services that increase recoveries, decrease denials, and educate and guide providers in enforcing their contractual, statutory, and regulatory rights to even the playing field with responsible payers.

The **POWER** of**Association**

Presenter Bio:
Marcus Morrow, Partner

Mr. Morrow serves as a partner in the Chicago office of SAC. He represents healthcare providers in arbitrations, mediations, and state and federal court proceedings against health plans, insurance companies and the government and is licensed in twelve states, including his home state of Illinois. While attending Loyola University Chicago Law School, Mr. Morrow was a Beazley Institute for Health Law and Policy Fellow and earned a Certificate in Health Law and Policy. Currently, he serves on the Board of Directors and advocates on behalf of the Alzheimer's Association's Illinois Chapter and is the ad-hoc legal counsel for AAHAM's Illinois Chapter and serves on the board of Directors for the Illinois Association of Healthcare Attorneys.

The **POWER** of**Association**

Presenter Bio:
Kenneth Dusold, Attorney

Mr. Dusold is a litigation attorney in the Chicago office. He represents healthcare providers in state and federal court proceedings, arbitrations, and mediations against insurance companies, heath plans, and government health insurance programs.

Prior to his work at SAC, from 2019-2021, Mr. Dusold clerked for the Hon. David Atkins in the Chancery Division of Cook County, Illinois. From 2016-2019, Mr. Dusold practiced commercial contract dispute and personal injury litigation, handling matters for corporate and individual clients against a wide range of defendants, including insurance companies.

The **POWER** of**Association**

Learning Objectives

- Compare statute of limitation defenses used by payors.
- Implement improved practices and procedures within your organization using statute of limitation timeliness requirements.
- List examples of state and payor statutes of limitation.

The **POWER** of **Association**

SOL – What is It?

- Definition – It Depends

    - Per State (for state and federal courts)

    - Commercial payor (for contracted claims)

    - Non-contracted

    - ERISA

    - Government plans

    - Do you know where it is?

The **POWER** of **Association**

SOL – per State

Audience Question:

Which state(s) receive your claims?

The POWER of Association

SOL – per State

- Timely Filing Guidelines

- State Statutes

- What is considered "timely" in the industry?

- What is considered "timely" for reconsideration or appeals?

- What is considered reasonable? Practical?

The POWER of Association

SOL Within A Contract

- Blue Cross – 2 years/1.5 years/6 months (pre reqs)

- United – 1 year (tight)

- Humana - blank

- Cigna 1-3 years

- Aetna – 1 year – blank

- Commercial Payors in General

- Silent??

The **POWER** ofAssociation

SOL in a Policy Manual

- Self Serving

- Agreeable?

- Binding?

- What does your contract say?

- Medicare (per CMS website)

- Medicaid

The **POWER** ofAssociation

When Does a SOL Start?

- From the date of service
- From the denial date
- From the receipt of denial
- From the appeal
- From the appeal denial
- From the Notice of Dispute
- From somewhere else

The **POWER** of**Association**

Why Does it Matter?

SOL = SOUL

Life of the Claim

Ability to Recover Dictated

Resources Required to Comply

If your SOL is DEAD you're S.O.L

The **POWER** of**Association**

SOL Dangers and Tips

- DANGERS
  - Dragging out the process
  - Passive Negotiations
  - Unlimited JOCS and Reviews
  - Recoupment Problems

- SOLUTIONS
  - Tolling Agreement
  - Aggressive Negotiations
  - Longer SOL

The **POWER** of**Association**

Questions and Discussion

The **POWER** of**Association**

Contact Us

✉ Stephenson, Acquisto & Colman
Marcus Morrow: mmorrow@sacfirm.com, (312) 626-1870

☎

The **POWER** of **Association**

APPENDIX

The **POWER** of **Association**

SOL per State

State	Statute	Written contract	Oral contract
Alabama	Ala. Code § 6-2-30 et seq. *	6	6
Alaska	Alaska Stat. § 09.10.010 et seq.	3	3
Arizona	Ariz. Rev. Stat. Ann. § 12-541 et seq.	6	3
Arkansas	Ark. Code Ann. § 16-56-101 et seq.	5	3
California	Cal. Civ. Proc. Code § 312 et seq.	4	2
Colorado	Colo. Rev. Stat. § 13-80-101 et seq.	3 (6 most debts; rent) (2 tortious breach)	3 (6 most debts; rent) (2 tortious breach)
Connecticut	Conn. Gen. Stat. Ann. § 52-575 et seq.	6	3
Delaware	Del. Code Ann. tit. 10, § 8101 et seq.	3	3
District of Columbia	D.C. Code § 12-301 et seq.	3	3
Florida	Fla. Stat. Ann. § 95.011 et seq.	5	4

SOL per State

State	Statute	Written contract	Oral contract
Georgia	Ga. Code Ann. § 9-3-20 et seq.	6	4
Hawaii	Haw. Rev. Stat. § 657-1 et seq.	6	6
Idaho	Idaho Code § 5-201 et seq.	5	4
Illinois	735 Ill. Comp. Stat. 5/13-201 et seq.	10	5
Indiana	Ind. Code Ann. § 34-11-2-1 et seq.	10	6
Iowa	Iowa Code Ann. § 614.1 et seq.	10	5
Kansas	Kan. Stat. Ann. § 60-501 et seq.	5	3
Kentucky	Ky. Rev. Stat. Ann. § 413.080 et seq.	10 (15 years for contracts entered into on or before July 15, 2014)	5
Louisiana	La. civil code § 3492 et seq.	10	10

SOL per State

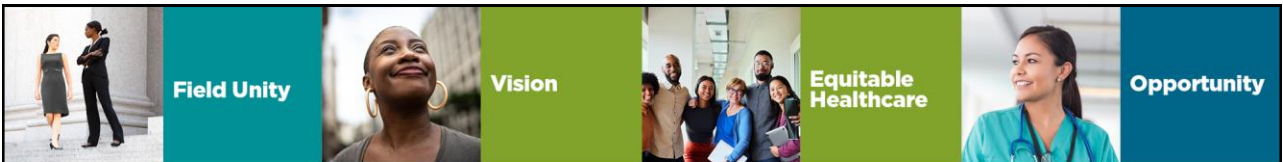| State	Statute	Written contract	Oral contract
Maine	Me. Rev. Stat. Ann. tit. 14, § 751 et seq.	6	6
Maryland	Md. Courts & Jud. Proc. Code Ann. § 5-101 et seq.	3	3
Massachusetts	Mass. Ann. Laws ch. 260, § 1 et seq.	6	6
Michigan	Mich. Comp. Laws § 600.5801 et seq.	6	6
Minnesota	Minn. Stat. Ann. § 541.01 et seq.	6	6
Mississippi	Miss. Code. Ann. § 15-1-1 et seq.	6	3
Missouri	Mo. Rev. Stat. § 516.097 et seq.	10 (If contract is for something other than payment of money or property, then the statute of limitations is five	5
Montana	Mont. Code Ann. § 27-2-202 et seq.	8	5
Nebraska	Neb. Rev. Stat. § 25-201 et seq.	5	4

SOL per State

State	Statute	Written contract	Oral contract
Nevada	Nev. Rev. Stat. Ann. § 11.010 et seq.	6	4
New Hampshire	N.H. Rev. Stat. Ann. § 508:1 et seq.	3	3
New Jersey	N.J. Stat. Ann. § 2a:14-1 et seq.	6	6
New Mexico	N.M. Stat. Ann. § 37-1-1 et seq.	6	4
New York	N.Y. Civ. Prac. Laws & Rules § 201 et seq.	6	6
North Carolina	N.C. Gen. Stat. § 1-46 et seq.	3	3
North Dakota	N.D. Cent. Code § 28-01-01 et seq.	6	6
Ohio	Ohio Rev. Code Ann. § 2305.03 et seq.	6	4
Oklahoma	Okla. Stat. Ann. tit. 12, § 91 et seq.	5	3
Oregon	Or. Rev. Stat. § 12.010 et seq.	6	6
Pennsylvania	42 Pa. Cons. Stat. Ann. § 5501 et seq.	4	4
Rhode Island	R. I. Gen. Laws § 9-1-12 et seq.	10	10

SOL per State

State	Statute	Written contract	Oral contract
South Carolina	S.C. Code Ann. § 15-3-510 et seq.	3	3
South Dakota	S.D. Codified Laws Ann. § 15-2-1 et seq.	6	6
Tennessee	Tenn. Code Ann. § 28-3-101 et seq.	6	6
Texas	Tex. Civ. Prac. & Rem. Code § 16.001 et seq., Tex. Bus. & Com. Code Ann. § 2.725	4	4
Utah	Utah Code Ann. § 78B-2-101 et seq.	6	4
Vermont	Vt. Stat. Ann. tit. 12, § 461 et seq.	6	6
Virginia	Va. Code Ann. § 8.01-228 et seq.	5	3
Washington	Wash. Rev. Code Ann. § 4.16.005 et seq.	6	3
West Virginia	W. Va. Code § 55-2-1 et seq.	10	5
Wisconsin	Wis. Stat. Ann. § 893.01 et seq.	6	6
Wyoming	Wyo. Stat. § 1-3-102 et seq.	10	8

The **POWER** of **Association**

Field Unity | Vision | Equitable Healthcare | Opportunity

Thank You!

Making History | Technology | Solutions | Inspiration

100 Years of Service

The **POWER** of **Association**

2023 IHA Leadership Summit