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RECOVERING UNCOLLECTED REVENUE AT HOME AND ABROAD

An Added Tool for the Business Office: Litigation Leverage on Domestic and International Claims, on a Contingent Fee

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The Opportunity

Hospital business offices, managed care teams, and their collection partners do demanding work well, and they resolve nearly every account. Even so, every provider ends up with a few accounts the ordinary process cannot close, through no fault of the people working them, because the payer has decided not to pay. Some are domestic: an authorized admission denied after discharge, a prompt pay obligation ignored, a recoupment taken against unrelated accounts, or an out of network claim repriced through a vendor the provider never contracted with. Some are international: a travel insurer or assistance company that guaranteed payment and then repriced the claim to a fraction of charges, or a foreign patient who went home with the balance unpaid.

Hartley Law Offices, PLC is the added tool for those accounts. For more than thirty years we have worked alongside hospital business offices and collection agencies, taking the accounts they have already worked and bringing litigation leverage to bear on the payers, domestic and foreign, that refuse to pay acceptable amounts, and on the foreign patients who assume a U.S. hospital will never reach them at home. Over that period we have recovered tens of millions of dollars for hospital systems and medical providers, every time on a contingent fee: no retainer, no hourly fees, no litigation costs, and the business office keeps the credit for the recovery.

Where Litigation Leverage Fits

The business office resolves the account; when the payer will not, we step in. What changes the outcome is the credible threat of suit against the payer itself: a demand with a draft complaint attached, statutory interest running from the date payment was due, fee shifting, and, where the payer or patient is foreign, service and enforcement in its home jurisdiction. A single six figure account that was denied or underpaid is a case by itself; there is no portfolio minimum. Where one payer, including a travel insurer or assistance company, underpays the same way across many accounts, the business office is usually the first to see it, and we consolidate those accounts into one schedule, one demand, and one lawsuit. A $40,000 underpayment is hard to justify litigating alone; two hundred of them against the same payer is an eight figure claim the payer's general counsel, reinsurers, and regulators will notice. Portfolio settlements are funded in a lump sum to our trust account, and the same leverage is used to reset the rate the payer will honor going forward.

Domestic Commercial Payer Claims

Client names are withheld; each example is a current or recently concluded contingent fee engagement.

- **Multi account prompt pay demand against Cigna.** A Florida hospital system's unpaid accounts consolidated into one demand with statutory interest, followed by suit in circuit court.
- **Authorized admission denied and underpaid by Curative.** A single authorized emergency admission denied, then partially paid and recouped, pursued on its own with a draft complaint and statutory interest.
- **Sherman Act claims against large domestic payers.** Multimillion dollar antitrust claims for Florida hospital systems against the nation's largest commercial payers over coordinated out of network repricing.
- **Technical denials and No Surprises Act pushback.** Accounts denied as submitted by a "third party biller" or capped under the No Surprises Act, pursued by consolidated demand after showing the Act did not apply.
- **Payers we have sued.** Cigna, Aetna, Humana, UnitedHealthcare, Curative, Royal & Sun Alliance, AXA, and Blue Cross Blue Shield plans, among others.

International and Travel Insurance Claims

Travel medical insurance sold in Canada, Latin America, the United Kingdom, Europe, and Australia is administered by a small group of assistance companies that verify coverage, guarantee payment, and then adjudicate the claim after discharge. That is where the claim shrinks: repriced to a multiple of Medicare or an unsupported "usual and customary" figure, reduced by discounts no one agreed to, denied on exclusions raised months after the guarantee, or simply left unanswered until the provider writes it off. The principal counterparties are Global Excel Management (Canadian travel insurers), Assist Card (Starr Insurance Companies; Latin America), Universal Assistance and World Travel Protection (Zurich Cover-More, including Travel Guard, Travelex, and Cover-More), and Travel Insurance Facilities (URV and White Horse; United Kingdom), along with Allianz Global Assistance, AXA Assistance, Europ Assistance, GeoBlue, Best Meridian, Bupa Global, Cigna Global, and Royal & Sun Alliance.

The provider's rights run against the insurer and the patient alike: the guarantee of payment is a direct contractual obligation to the provider, the assignment of benefits lets the provider sue on the policy itself, an administrator that kept an uncontracted discount has been unjustly enriched, and the patient remains liable under the conditions of admission. We serve foreign insurers and patients under the Hague Service Convention and through foreign bailiffs, litigate against Canadian, Latin American, British, and European defendants, enforce U.S. judgments abroad, bring offshore insurers into Florida courts through their Miami claims operations and the Unauthorized Insurers Process Law, and represent foreign hospitals and air ambulance operators against U.S. carriers.

- **International claims administrator.** Aggregated portfolio of underpaid travel insurance accounts for a multi state hospital system, resolved in a lump sum settlement with a prospective provider agreement.

- **Offshore insurer sued in Florida.** A foreign hospital's admission paid at a fraction of charges despite written guarantees of payment, sued in Florida and settled.
- **Patients in their home jurisdictions.** Florida hospital accounts against Canadian residents personally served by bailiff and pursued in Florida, and a United Kingdom hospital represented as assignee against a U.S. carrier.

Legal Foundations for Recovery

We pursue each payer on the strongest theory available, and frequently on several at once: assignment of benefits; the guarantee of payment as a direct promise to the provider; unjust enrichment; prompt pay statutes, statutory interest, emergency services payment standards, and fee shifting; the No Surprises Act process where it helps; the Unauthorized Insurers Process Law and long arm statutes; Sherman Act antitrust claims, with treble damages, where large payers coordinate repricing through a common vendor; and Hague service and foreign recognition of U.S. judgments.

The Contingent Fee: Recovery, Not Activity

Every provider engagement is handled on a contingent fee. The provider pays no retainer and no hourly fees; costs are advanced by the firm and recovered only from collections; and our fee is a percentage of what is actually collected, set by the stage at which the account resolves. If we recover nothing, the provider owes nothing. The provider and its business office retain control: we assess candidate accounts at no charge, no suit is filed without written approval, the provider controls settlement, every recovery is received into our trust account and disbursed with a written statement, and we report in the format the revenue cycle team already uses. We work with business offices across the country, and a business associate agreement governs protected health information throughout.

Getting Started

Ask your business office and collection partners which accounts are ready to hand off: authorized admissions denied or partially paid, recoupments and prompt pay violations by the same insurer across many accounts, out of network claims repriced through a vendor, technical denials, international and travel insurance balances, high balance foreign self pay patients, and aged accounts still within the limitations period. Send us the account schedule under a business associate agreement, and we will return a written recoverability assessment at no charge. If the accounts warrant it, we join the team on a contingent fee and go to work on the payer.

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