

OGRRGA

Obstetricians & Gynecologists
Risk Retention Group of America

TO: Potential OGRRGA Member/Owners
FR: OGRRGA Staff and Current Member/Owners
RE: FAQs (Frequently Asked Questions)

Dear Member, Prospective Member or Business Partner:

It is our pleasure to be able to offer you this document to help you during your decision process. Please feel free to contact us at anytime should you have any additional questions, or if you would like us to expand on any of the answers.

What is OGRRGA's Tail Policy?

It is the industry standard in the medical malpractice arena to offer "free tail" coverage (i.e., coverage in perpetuity after payment ceases) upon retirement after 5 continuous years of insurance with a carrier and to also provide a free tail in the event of death or disability. "Retirement" means full retirement from the practice of medicine. Because OGRRGA has dedicated risk management resources that require participation, the company has stepped outside the industry standard to further protect the Capital Investment of its Member/Owners. Upon a "DDR event" a physician's practice is audited for participation in the risk management programs. The audit is then reviewed by the Underwriting and Risk Management Committee. The Committee decides upon for approval based on the audit and on the insured's claims history with the Company. There is no time restriction on the "Free Tail" from OGRRGA. If you participate fully and successfully, and are claims free, is it reasonable to expect to be approved for a free tail.

As a GYN only, can I assist in OB procedures?

OGRRGA's coverage specifically holds that as a GYN-classified doctor, you cannot perform any OB procedures and be covered. However, GYN Major classified doctors may assist in OB procedures with coverage as surgical assistants. Please note that the hospital must have the resources to back up the procedure, since without the OB classification a physician cannot be covered to "step-in" and perform an OB procedure. The coverage only applies to assisting.

Please inform OGRRGA if you plan to assist in OB procedures so that we may properly document it and discuss the specific details with you.

What if I would like to open an office, or work part time in another office, across a state line?

OGRRGA is allowed to “move” with any doctor into any state as long as that insured started within a state OGRRGA is able to provide insurance in. It is important to realize that different states are ‘rated’ differently from the regulators and that has a direct impact on Premium cost. OGRRGA may be able to offer you a discounted policy premium in another second state based on the specifics of the situation.

How does a change in practice affect my premium – for example: a move in my practice from full OB/GYN to GYN Minor Surgery some specified time ago?

OGRRGA is able to “blend” a rate that includes, in this case, full OB from the retroactive date to the date of the change AND GYN Minor from the date of the change moving forward in time. The Arbitration Agreement used by OGRRGA Member/Owners moves forward and backward in time. Your current GYN patients who were previously OB patients with you are covered by arbitration, once they have signed the agreement.

Can I see an actual BAA (Binding Arbitration Agreement)?

OGRRGA’s BAA has hundreds of hours and tens of thousands of dollars behind the copyrighted agreement. With a non-disclosure provided within an email, the Agreement can be sent to you in a non-printable format. Any distribution is 100% restricted.

How is “part-time” defined and how do I really know if I am part-time?

Part time is defined as “Less than 20 hours per week.” This includes all of your time that you expect OGRRGA to cover: office hours seeing patients or completing paperwork, clinic hours, rounds, etc. If you are ever involved in a claim, and your part-time status is a concern, OGRRGA may audit your office for compliance.

The subscription agreement states that if there are insufficient funds to cover claims, then the shareholders would be personally liable. Does that mean if another doctor has a big payout, then the rest of us would also be responsible?

No, the personal responsibility you have is in regard to your own claim(s). You would never be responsible for the claim of another member in the event OGRRGA becomes insolvent. We add that no single-specialty carrier like OGRRGA has ever suffered an insolvency, unlike many traditional multi-specialty carriers such as MIIX, Reliant, and PHICO.

What if I make a change to my practice after I am with OGRRGA?

It will affect your premium right away. The capital you place in OGRRGA is calculated for the greatest possible exposure. If you start as Part Time and move to Full Time, you would have to provide some additional capital.

What is TICS?

TICS is a spoken word telephonic data delivery method that offers information to patients in a highly interactive, effective and pleasant fashion. It provides important disclosures to patients while saving doctors time. Simultaneously, its reporting system assists doctors and patients to focus on the key issues of comprehension or concern.

How does TICS work?

TICS is used when the doctor believes a patient should carefully consider a procedure, a surgery, a lifestyle change or if the patient needs to hear important information to improve health. The patient receives a business-sized card from the doctor's staff. The card instructs the patient to call a specific phone number from any phone when the patient has 30 minutes or so available to listen carefully to a TICS presentation. After dialing the system access number, the patient is asked to enter information from the card. First, the patient enters the doctor's four-digit code. Then the patient is prompted to enter his/her unique patient code. Finally, the patient enters the procedure code. Then the patient listens to the presentation. After each short section the patient is asked to respond to the information. The patient can press 1 to agree and go on to the next section; 2 to listen again to the same section, or 3 to discuss that section with the doctor at the patient's next visit. At the end of the session, the system generates a report which is faxed to the doctor's office. The report includes all the details of the session, and is placed into the chart for further discussion and sign-off by both patient and physician.

What is the point of TICS?

1. To effectively and efficiently deliver critically important information about proposed procedures, surgeries and programs to patients.
2. To save doctors time and the difficulty of remembering every element related to a particular procedure's informed consent.
3. To communicate important items to patients which doctors are uncomfortable saying
4. To offer patients a chance to deeply understand their need for a procedure in a comfortable home environment, and to share the information directly with others.
5. To enhance patient-physician relationships with definitive consent to treatment
6. To empower patients to understand the consequences of their decisions.
7. To help patients achieve a deeper sense of personal responsibility for their health care.

Here are some of the impressive benefits of the TICS program:

- a. **Patient's Memory:** Few patients remember more than 10-15% of the doctor's words. With TICS, they can listen as many times as they like. Again and again, multiple times to the same short sections.

- b. **Patient Comfort**: Most patients know that doctors are busy. And try as they might, many doctors simply aren't good at letting patients know that they have sufficient time for their questions. Further, some patients don't want to appear uneducated or uncomprehending. Therefore, patients hesitate to ask doctors detailed questions. The program's ability to repeat sections helps patients listen to the same information, presented in a routine, reliable and simple fashion.
- c. **Spouse and Significant Other Comfort**: Few patients remember enough to describe the doctor's concerns and advisement to their spouses or S.O. With TICS, the S.O. can listen and discuss the material with the patient at home, or any time. This is particularly important when the patient is a young person who needs to discuss a medical situation with a parent who wasn't able to go to the medical appointment.
- d. **Warnings and Lawsuits**: Doctors are uncomfortable to say, "Oh, you might die." But TICS programs can say this, and be forthright - and the patient or patient-family cannot then readily sue the doctor for failure to inform.
- e. **Thorough**: Few doctors know the real statistics on a procedure, or have ready and top-of-mind its details about risks, benefits, alternatives and issues. Doctors can and do forget to mention things. TICS has them all available, routinely, and provides them to the patient. Issues related to pre- and post-surgery, what to expect, going home, healing and time-frames, work, restrictions, etc. are not always covered in detail by a busy physician. TICS' level of disclosure is impressive.
- f. **Concerns**: TICS reiterates key elements which doctors sometimes forget: no herbal supplements prior to surgery; no aspirin; no food or drink 12 hours before a procedure, designated driver details, expectations, post-surgical instructions, etc.
- g. **Reporting to the Doctor**: The TICS system faxes a complete report of the system/patient session to the doctor's office. The TICS faxed report contains the date, time, called-from number (caller ID), patient number, procedure code and other information such as the number of the times a particular section was repeatedly listened to by the patient. TICS's faxed-to-doctor report lists sections the patient would like to discuss further (as indicated by the patient during the call-in session). There is a space where doctor and patient sign and date the faxed report, which resides in the chart. Most doctor-users will not proceed to surgery without a TICS report in place, and a mutually discussed and executed TICS report.

- h. **Discussion Points:** Because each TICS faxed-to-doctor report lists the sections the patient wishes to discuss, it engenders a true face-to-face informed consent discussion about the items which the patient either wants to discuss or didn't understand. The report allows the doctor and patient to focus on the key elements of consent to treatment, and the worries and issues specific to the patient.

- i. **Flexible:** We now have over 20 programs, many in Spanish. 30 more programs are in process. The product can be used for any type of informational or surgical procedure. We will soon have on-line the obesity TICS program constellation, for example, which have special programs tailored to new parents and the parents of adolescents; to young people themselves ages 8-14 and ages 14-21; for menopausal and post-menopausal women, etc. There are programs for procedures today for colposcopy to circumcision; from chorionic villus sampling to amniocentesis; for hysterectomy to planned and emergency Cesarean delivery.

- j. **Cost-Savings and Time-Savings for Doctors:** A typical in-office Informed Consent takes between over 20 and 40 minutes. With TICS, the doctor now only spends a few minutes reviewing the items of greatest concern or confusion as called out in the report. Our own doctors estimate that TICS is saving them 2-4 hours per week...or (at \$500/hr. of billing) the opportunity to bill out an additional \$1,000-\$2,000 per week. For some doctors, the bottom line revenue opportunity is greater than the cost of malpractice insurance.

- k. **Insurance & Liability Issues:** 35% of all physician lawsuits devolve around or include the failure of proper and thorough consent to treatment. TICS helps to reduce this exposure while producing a higher level of patient satisfaction.

What is arbitration?

Arbitration is an alternative to jury trial for resolving legal disputes. Instead of presenting and arguing a case in front of a judge and jury, the parties in arbitration present their case before three knowledgeable professionals.

According to the terms of the OGRRGA Binding Arbitration Agreement (“BAA”), each side of the dispute selects a qualified arbitrator from a list furnished by an independent organization, the National Arbitration Forum (www.adrforum.com). The arbitrators are usually attorneys with experience in medical liability litigation. The two chosen arbitrators then select a third neutral arbitrator. These three arbitrators hear the facts presented by the attorneys for both sides and make a determination of negligence and, if necessary, an award.

I don’t want my case settled; I want the opportunity to win. Why should I use arbitration?

Arbitration is sometimes mistaken for “mediation.” In mediation, the parties enter the process with the aim of finding a compromise damage award. In contrast, the two sides in arbitration prepare their case to win. Arbitrators can and do make awards strictly in favor of defendant physicians by awarding no money to claimants.

Can a binding arbitration decision be appealed?

Parties in arbitration may appeal only in very limited situations, such as upon proof of fraud, neutral arbitrator bias, or collusion between arbitrators. Appeals with such allegations are rarely filed. This feature distinguishes binding contractual arbitration from jury trials, where adverse results often lead to appeals that put the physician in a state of uncertainty for years.

Are all OGRRGA members required to use arbitration?

Yes, all OGRRGA members must use arbitration agreements with all patients in their private practice. While OGRRGA encourages the presentation of the BAA in all settings, it is not always possible to collect a signature in emergent situations in the clinic or hospital—like your current insurance policy, OGRRGA’s policy affords coverage for those situations.

Why does OGRRGA require the use of arbitration?

Unlike the court system which is a public forum subject to scheduling uncertainties and manipulation by attorneys, arbitration provides a comfortable, private setting that allows for parties to resolve disputes in a fair and economical way. Arbitration uses the same substantive laws as court, but it is done in a more orderly manner that avoids wasted legal fees and the emotional roller-coaster of a jury trial lawsuit. Arbitration protects the rights of patients and

physicians and provides a binding decision. The savings in legal costs from our members' usage of arbitration are reflected in lower premiums for all.

What are some of the other benefits of arbitration?

- Timing
 - A typical medical malpractice claim that is driven to trial does not go to court until 4 years after a claim is made
 - According to the terms in the OGRRGA BAA, an arbitration hearing will happen within 12 months after a claim is made
 - The condensed schedule and firm timeline result in far less disruption in the physician's and patient's life
 - A doctor can attend the entire proceeding without sacrificing the needs of other patients
- Arbitrators vs. Jurors
 - Arbitrators have a thorough understanding of healthcare issues because they are practicing attorneys or retired judges who specialize in the field.
 - Witnesses who testify before arbitrators present their case in a calm, rational manner to an informed audience instead of making a pitch to a jury through drama and emotion
 - Arbitrators are less likely than a jury to be influenced by a sympathetic plaintiff and less likely than a jury to award large amounts of money for intangible damages such as "emotional distress"
- Participants to OGRRGA arbitration hearings can attend by videoconference, saving time and money
- Arbitration decisions are final and binding

Will my patients sign?

OGRRGA staff has overseen the distribution of arbitration agreements in more than 100 private practice locations throughout Florida, New Jersey, Pennsylvania, and New York. These offices and their patients fall all over the spectrum: from solo practitioners to group practices; from urban to rural; from affluent to indigent, and everything in between. When following the distribution protocol recommended by OGRRGA, you can expect to see the same results:

Greater than 95% of patients sign the agreement upon presentation. The vast majority of the remainder will sign the agreement after taking it home for review. Less than 1% of your patients will ultimately refuse to sign the agreement.

The presentation of the Arbitration Agreement is required on the first visit and a signed Agreement is required by the second visit. If there is no signature by the second visit, we ask you to dismiss the patient, as they are most likely litigious.

What do I do if a patient does not want to sign upon presentation?

If a patient does not want to sign, they should be encouraged to call our toll-free hotline. We can answer any questions and concerns about the arbitration program.

Some patients would prefer to review the agreement more carefully at home with a spouse or an attorney. That is perfectly appropriate. However, the patients must sign the agreement before their next visit with the doctor.

An obstetrical or gynecological patient should also be given a list of other Ob/Gyn in the area who *do not* require arbitration. Due to the highly elective nature of cosmetic procedures, such a high-level of accommodation is not necessary.

Will my policy cover me if the patient doesn't sign an arbitration agreement in an emergency (such as while on-call in the Labor & Delivery ward)?

Yes.

How much staff time will it take?

Distributing and tracking the collection of the agreements does not take a significant amount of staff time. OGRRGA will train your office staff to distribute the agreements to patients, and to refer patients' questions directly to OGRRGA.

We are accessible 24/7 to your patients for questions about the Agreement. We supply your office with business cards with our toll-free number on it. We supply you with framed signs for your office which state that your insurance company requires Arbitration and also provides the number to call to reach us. We are also available to speak to patients in four languages (English, Spanish, French and Creole), and have available English, Spanish, French, Creole and Arabic Agreements pre-printed with your signature and corporation name.

Is there any additional cost to me for staff training or new Arbitration Agreements?

OGRRGA will provide training as often as your staff needs at no additional cost to you. OGRRGA will send customized agreements including your pre-printed signature directly to your office at no cost to you.