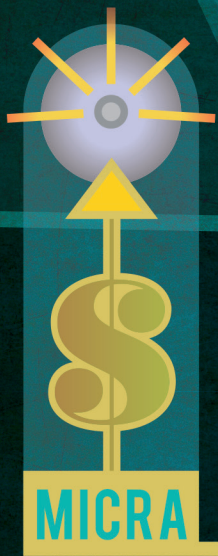


PROASSURANCE
— NORCAL GROUP —

provisions



2022 UPDATE

**50 states means
50 different markets**

50/50

TALKING POINTS

If you operate in **50 states**, you operate in **50 different lines of business**



State profiles provide a high-level review of key laws, regulations, and market share information that impacts the MPL environment in a given state.



Agents are encouraged to use each fact sheet as a quick reference when working in a new state or territory.

A Word on Our Issue

While medical professional liability is a national industry, it is ultimately a state-based business. Each state is regulated by its own department of insurance, has its own laws and regulations, and has a unique operating environment that can have a significant impact on the business opportunities in the area.

As agencies and brokerages continue to expand, it is increasingly common to need knowledge on the fly regarding the MPL industry in a state outside of your usual territory. The staff at ProAssurance is always available to answer any questions or help you navigate a business opportunity. We especially encourage you to call on our regional staff, taking advantage of their significant knowledge and experience with specific states and territories.

We will continue to produce our state profiles throughout the year so you can use our library as an easy reference. If there is a state you would like us to cover, let us know at AskMarketing@ProAssurance.com.

MPL Industry Profile Data Sources

Rankings listed for each state were taken from the NAIC's year-end 2021 medical professional liability reporting. Market mix data uses NAIC year-end 2021 figures. Case numbers, news articles, government resources, and additional sources used to compile this information are cited throughout the issue as needed.

The regulatory, legal, and healthcare environments vary significantly from state to state—resulting in vast differences in the MPL markets in each location.

A variety of industry publications and reports were used to compile our state profiles.

- **Market share information**—SNL Insurance Statutory Market Share 2021 statistics
- **MPL market mix**—NAIC 2021 medical professional liability industry statistics
- **Tort reform**—Medical Professional Liability Association (MPLA) State Enactments of Selected Health Care Liability Reforms
- **Prejudgment interest**—White and Williams, LLP comparative chart, verified with review of each cited legislative act
- **Legislative measures**—MPLA Legislative Tracking Center. Status of individual bills reviewed via GovHawk
- **Telemedicine information**—Center for Connected Health Policy telehealth policy resource center

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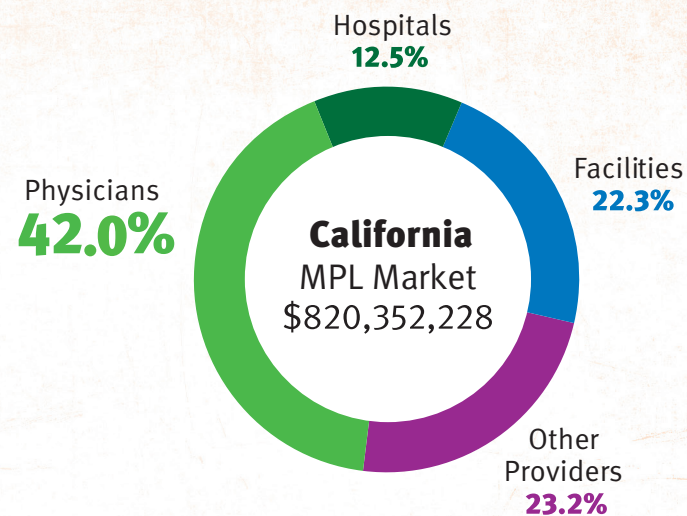


ProVisions is ProAssurance's monthly agent magazine. If you or your colleagues do not receive the digital version, email AskMarketing@ProAssurance.com.

Please include names and email addresses for everyone who would like to subscribe.

WEST REGION
MPL State Profile
California

- NOR** New Business Paper
- 3** 2021 Rank in MPL Market
- 2** 2021 ProAssurance Industry Rank



Department of Insurance Reporting

Since 1988, the California Department of Insurance has produced annual property and casualty market share reports. Get them at bit.ly/3njeZ2l

One Party or All Party Consent

California is an all-party consent state. It is a criminal offense to use any device to record communications, including wire, oral, or electronic, without the consent of everyone taking part in the communication. This means that in California you are not legally allowed to record a conversation you are taking part in unless all parties are in agreement. However, one exception allows that if a conversation taking place in public, within government proceedings, or under conditions where one could be easily overheard is recorded, this cannot be punished under California's eavesdropping statute (Cal. Penal Code § 632).

Prejudgment Interest

- **Tort actions rate:** 7%
 - Cal. Const. Art. XV, §1
 - **Accrual date:** If ascertainable, from the date ascertainable. Otherwise, at the discretion of the jury.
 - LevyZentner Co. v. S. Pac. Transp. Co., 142 Cal. Rptr. 1 (Cal. Ct. App. 1977); Cal. Civ. Code § 3287, Cal. Civ. Code § 3288.
 - **Postjudgment Contract and Tort Actions Rate:** Unless lowered by the Legislature, 10% per year
 - Cal. Code Civ. Proc. § 685.010
- Accrual date:** Date of judgment

Pending Legislation

Amendments to the Medical Injury Compensation Reform Act of 1975 (MICRA) (AB 35): See our overview on the opposite page for details of the changes. For an extended commentary, see the article “[Managing the New MICRA: Ways This California Law Affects Health Care](#)” in *Risk & Insurance* featuring ProAssurance’s Shep Tapasak, Gina Harris, and Lucy Sam. In brief, the law will amend critical parts of the 1975 law including increases in the cap on non-economic damages and changes to contingency fee arrangements for plaintiffs’ attorneys—*signed into law May 2022; effective Jan. 1, 2023.*

Amendments to the Political Reform Act of 1974 (SB 746): The amendment applies the act’s provisions “to a business entity that intentionally utilizes its products or services to disseminate communications made for political purposes.” It would also define as a contribution or expenditure under the act “certain compensation paid by a business entity operating an online service to an employee who renders services for political purposes”—*passed Senate January 2022; in committee May 2022*

Tort Laws

Please note, while these limits are currently in effect, new tort laws have been passed and will go into effect January 1, 2023

- **Limits on damages for pain and suffering:** \$250k non-economic damages
 - Civ. §3333.2 (1975)
- **Limits on contingent attorney fees:** Sliding scale
 - §6146 (1987)
- **Reform of collateral source rule:** Evidentiary – subrogation banned
 - Civ. §3333.1 (1975)
- **Periodic payment of future damages:** Mandatory over \$50k at request of either party
 - Civ. Proc. §667.7 (1975)
- **Statute of limitations:** 3 years from discovery, maximum 3 years; 1 year foreign object
 - Civ. Proc. §340.5 (1975)

Modernizing MICRA

An overview of the new CA law

We had long expected a revised Medical Injury Compensation Reform Act (MICRA) would eventually cross the California governor’s desk. What we did not know was whether it would obliterate safeguards for out-of-control medical lawsuits and result in skyrocketing healthcare costs.

On May 23, Gov. Gavin Newsom signed into law Assembly Bill 35 (MICRA Modernization) and, in doing so, ended a decades-long political battle and ushered in a new era of stability around malpractice liability.

We believe this new law strikes a sensible balance: It provides compensatory justice for injured patients while maintaining an overall healthcare system that is accessible to all Californians.

“We believe this new law strikes a sensible balance.”

Key Changes to the Law

The law makes two significant changes, which will go into effect January 1, 2023: a restructuring of the limit on attorney fees and a higher cap on noneconomic damages. However, important guardrails of MICRA remain in place, including advance notice of a claim, the one-year statute of limitations to file a case, the option of binding arbitration, early offer of proof for making punitive damage allegations, and allowing other sources of compensation to be considered in award determinations.

Notable changes affecting cases filed on or after January 1, 2023:

Non-Economic Damages

- **Cases Not Involving a Patient Death:** limits recovery of non-economic damages to \$350k, with incremental increases over the next 10 years to \$750k and a 2% annual inflationary adjustment thereafter
- **Cases Involving a Patient Death:** limits recovery of non-economic damages to \$500k, with incremental increases over the next 10 years to \$1 million and a 2% annual inflationary adjustment thereafter
- **Three Separate Categories:** healthcare providers or institutions will each only be held liable in one category: (1) healthcare providers, (2) healthcare institutions, or (3) unaffiliated healthcare providers or institutions that commit a separate and independent negligent act

Other Changes

- **Periodic Payment of Future Economic Damages:** at the request of either party, periodic payments can be utilized for future economic damages starting at \$250k (presently at \$50k)
- **Limits on Attorney Contingency Fees:** creates a two-tiered system (from a four-tiered) with the option to petition courts for a higher contingency fee for cases that go to trial (25% limit for claims resolved prior to civil complaint being filed or arbitration demand being made, and 33% limit for claims resolved after civil complaint is filed or arbitration demand is made)
- **Protections for Benevolent Gestures and Statements of Fault by Healthcare Providers:** Establishes new discovery and evidentiary protections for all pre-litigation expressions of sympathy, regret, or benevolence, including statements of fault, by a health care provider to an injured patient or their family in relation to the pain, suffering, or death of a person or an adverse patient safety event or unexpected medical outcome



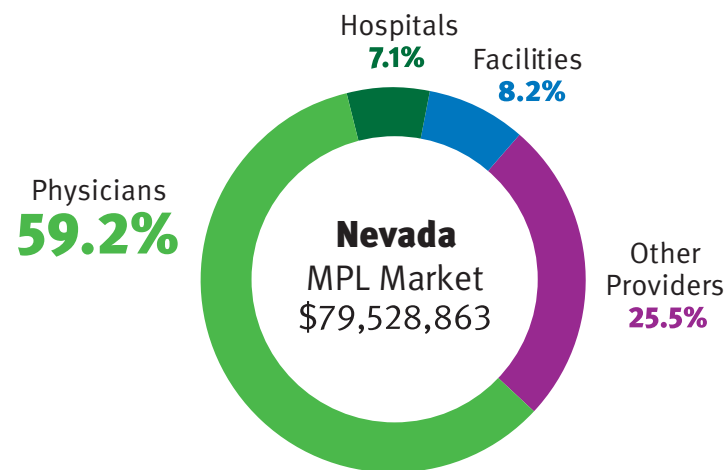
Across the country, state tort reform laws are continuing to erode as the constitutionality of such laws is consistently challenged. Overall, we’re pleased that this new law in California will extend the long-term predictability and affordability of MPL insurance for those providing medical care in California, while implementing a fair and reasonable increase to limits on non-economic damages.

To learn more about the MICRA 2022 changes, visit the California Medical Association’s [MICRA Modernization 2022](#) site. The full text of the law is available on the [California Legislative Information](#) site.

Source: California Medical Association

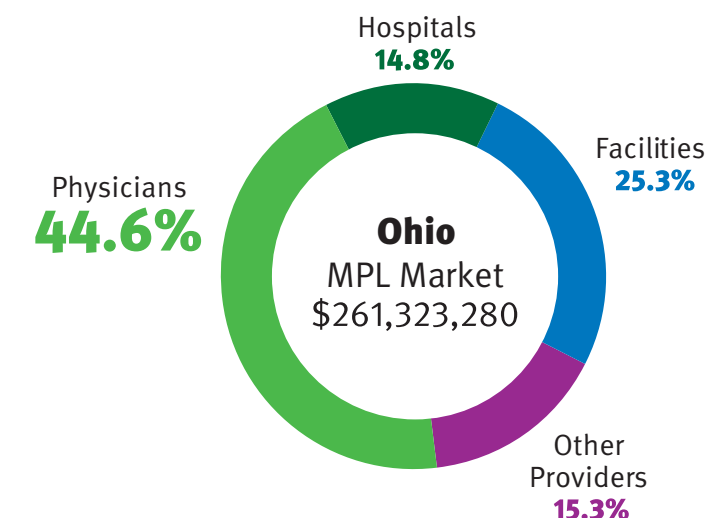
WEST REGION
MPL State Profile
Nevada

- PRA** New Business Paper
- 30** 2021 Rank in MPL Market
- 1** 2021 ProAssurance Industry Rank



MIDWEST REGION
MPL State Profile
Ohio

- PRA** New Business Paper
- 11** 2021 Rank in MPL Market
- 5** 2021 ProAssurance Industry Rank



Pending Legislation

No relevant legislation recently enacted or currently pending.

Department of Insurance Reporting

- The Nevada Department of Insurance publishes required industry reports on their [webpage](#). This includes a closed-claims report with indemnity payments of more than \$5,000 for medical malpractice cases.
- Case information is due 45 days after the settlement or award.

One Party or All Party Consent

Nevada consent varies by situation.

Nevada recording law stipulates that it is a one-party consent state with regards to oral communication. In Nevada, it is a criminal offense to use any device to record, obtain, share or use oral conversations without the consent of at least one person taking part in the communication. However, the recording or sharing of wire conversations require the consent of all involved parties. This means that in Nevada, you are legally allowed to record an oral conversation if you are a contributor, or with prior consent from one of the involved parties, but you need the consent of everyone involved to record wire communications. This includes cell phones, land lines, Zoom, VOIP, and the like.

There may be a stipulation which provides for emergency situations concerning wire conversations where a court order is not possible. This exception allows that in such situations, a wire communication can be recorded with the consent of one involved party. Nev. Rev. Stat. §§ 200.620, 200.650 (2011).

Prejudgment Interest

- **Tort actions rate:** If the rate is not established by contract, a rate equal to the prime rate at the largest bank in Nevada, plus 2%
 - › Nev. Rev. Stat. § 17.130
- **Accrual date:** From the time of service of the summons and complaint. However, for future damages, interest runs only from the time of the entry of judgment.
- **Postjudgment Contract and Tort Actions Rate:** If no rate specified in a contract, at a rate equal to the prime rate at the largest bank in Nevada, plus 2%
 - › Nev. Rev. Stat. § 99.050; Nev. Rev. Stat. § 17.130(2)
- **Accrual date:** Interest continues to run from the times stated under prejudgment interest

Tort Laws

- **Limits on damages for pain and suffering:** \$350k non-economic damages cap
 - › NRS 41A.035 (Effective 11/23/2004)
- **Limits on contingent attorney fees:** Sliding scale
 - › NRS 7.095 (Effective 11/23/2004)
- **Reform of collateral source rule:** Evidentiary, subrogation banned
 - › NRS 42.021 (Effective 11/23/2004)
- **Periodic payment of future damages:** Mandatory over \$50k at request of either party
 - › NRS 42.021 (Effective 11/23/2004)
- **Statute of limitations:** After October 1, 2002, 3 years from date of injury, 1 year from date of discovery
 - › NRS §41A.097 (Effective 11/23/2004)

Department of Insurance Reporting

Ohio tort reform requires all entities providing medical professional liability insurance (i.e., authorized insurers, surplus lines insurers, risk retention groups, and self-insurers) to report closed claims to the Ohio Department of Insurance. Closed claims data must be reported by May 1. Get the latest reports at bit.ly/3nlnLxP

The DOI also produces [market share reports](#), though the most recent is from 2020.

Tort Laws

- **Limits on damages for pain and suffering:** Greater of \$250,000 or 3 times economic damages up to max of \$350,000/plaintiff, \$500,000/occurrence (\$500,000/plaintiff and \$1 million/occurrence in catastrophic cases)
 - › §2323.43 (2003)
- **Limits on contingent attorney fees:** Capped at amount of non-economic damages unless otherwise approved by the court
 - › §2323.43(F) (2003)
- **Reform of collateral source rule:** Evidentiary unless right of subrogation exists
 - › §2323.41 (2003)
- **Periodic payment of future damages:** Discretionary over \$50k
 - › §2323.55 (2003)
- **Statute of limitations:** 1 year from discovery; 4 year statute of repose
 - › §2305.113 (Effective 4/7/2005)

Prejudgment Interest

Prejudgment interest is allowed on judgments rendered against the state for the same time period and rate as allowed between private parties. The court may exercise its discretion to deny interest for periods of undue delay after commencement of the action.

- › Ohio Rev. Code Ann. § 2743.18(A).

However, no interest is allowed on settlements.

- › Ohio Rev. Code Ann. § 2743.15.

- **Tort actions rate:** If prejudgment interest is allowed because the parties failed to make a good faith effort to settle the case, the rate is the federal short-term rate plus 3%
 - › Ohio Rev. Code Ann. § 5703.47, Ohio Rev. Code Ann. §§ 1343.03(A); 1343.03(C)
- **Postjudgment Contract and Tort Actions Rate:** Unless a contract requires otherwise, the federal short-term rate plus 3%
 - › Ohio Rev. Code Ann. § 1343.02), Ohio Rev. Code Ann. § 5703.47, Ohio Rev. Code Ann. § 1343.03(B)
- **Accrual date:** Date of judgment

One Party or All Party Consent

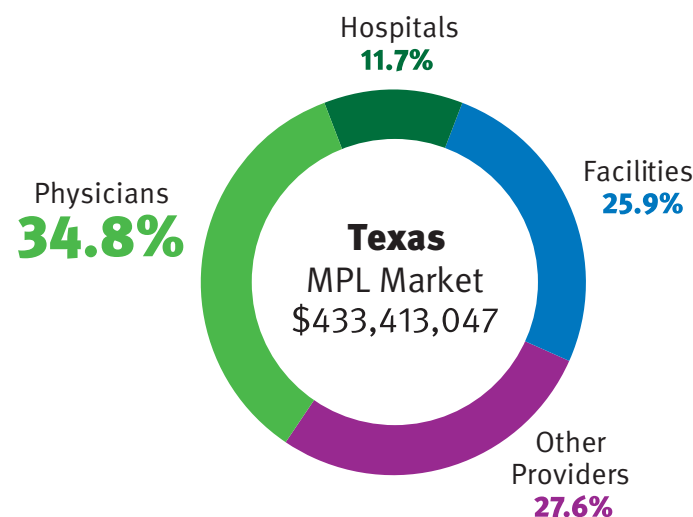
Ohio is a one-party consent state.

It is a criminal offense to use any device to record or share communications, whether they are wire, oral or electronic, without the consent of at least one person taking part in the communication. This means that in Ohio, you are legally allowed to record a conversation if you are a contributor, or with prior consent from one of the involved parties, barring any criminal intentions. Ohio Rev. Code Ann. § 2933.52 (West 2012).

SOUTHWEST REGION
MPL State Profile

Texas

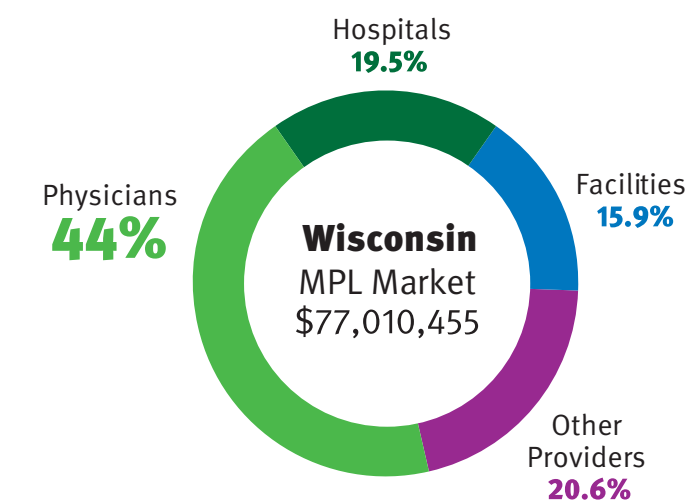
- PRA** New Business Paper
- 7** 2021 Rank in MPL Market
- 2** 2021 ProAssurance Industry Rank



MIDWEST REGION
MPL State Profile

Wisconsin

- PRA** New Business Paper
- 32** 2021 Rank in MPL Market
- 2** 2021 ProAssurance Industry Rank



Telemedicine Regulations

Professional Requirements:

- Consent Requirements: Yes
- Cross-State Licensing: Must have TX medical license and out-of-state telemedicine license; does not apply to episodic consultation

Medicaid Reimbursement:

- Live Video: Yes
- Store-and-Forward: Yes
- Remote Patient Monitoring: Yes
- Audio Only: Yes

Licensure Compact(s): NLC, PT, PSYPACT, IMLC, EMS
State Resource: [TexLa Telehealth Resource Center](#)

One Party or All Party Consent

Texas is a one-party consent state.

It is a criminal offense to use any device to record or share use communications, whether they are wire, oral or electronic, without the consent of at least one person taking part in the communication. This means that in Texas, you are legally allowed to record a conversation if you are a contributor, or with prior consent from one of the involved parties, barring any criminal intentions. It is also lawful to record electronic communications that are easily available to the public. Tex. Penal Code Ann. § 16.02 (Vernon 2011).

Department of Insurance Reporting

The Texas Department of Insurance posts [annual reports](#), but many capture the insurance industry as a whole.

Prejudgment Interest

- **Tort actions rate:** The postjudgment interest rate applicable at the time of judgment. Interest is computed as simple interest and does not compound. Prejudgment interest not allowed on punitive damages.
 - › Tex. Fin. Code § 304.103, Tex. Fin. Code § 304.104, Tex. Civ. Prac. & Rem. Code § 41.007
- **Accrual date:** The earlier of the 180th day after the date the defendant receives written notice of a claim or the date suit is filed
 - › Tex. Fin. Code § 304.104.
- **Postjudgment Contract and Tort Actions Rate:** The prime rate, with a minimum of 5% and maximum of 15%
 - › Tex. Fin. Code § 304.002
- **Accrual date:** Judgment date

Tort Laws

- **Limits on damages for pain and suffering:** \$250k cap on non-economic damages per claimant for all physicians; \$250k cap on non-economic damages per claimant for institution (up to 2)
 - › Civ. Prac. & Rem. Code §74.301 (2003)
- **Limits on contingent attorney fees:** None
- **Reform of collateral source rule:** None
- **Periodic payment of future damages:** Mandatory at request of plaintiff or defendant
 - › Civ. Prac. & Rem. Code §74.503 (2003)
- **Statute of limitations:** 2 years; 10 year maximum
 - › Civ. Prac. & Rem. Code §74.251 (2003)

Patient Compensation Fund

[The Wisconsin Injured Patients and Families Compensation Fund](#) was created in 1975, and operates on a fiscal year basis. Administrative costs, operating costs, and claim payments are funded through assessments paid by healthcare providers participating in the fund. Participation is mandatory for doctors, CRNAs, and many types of healthcare facilities whose principal place of practice is Wisconsin.

One Party or All Party Consent

Wisconsin is a one-party consent state.

In Wisconsin, it is a criminal offense to use any device to record or share use communications, whether they are wire, oral, or electronic, without the consent of at least one person taking part in the communication. This means that in Wisconsin, you are legally allowed to record a conversation if you are a contributor, or with prior consent from one of the involved parties, barring any criminal intentions (Wis. Stat. Ann. § 968.31 (West 2011)). Evidence that is obtained by recording communication is “totally” inadmissible in civil court cases. Regardless of who took the recording, the only way a recording can be admissible in a civil case is with the consent of the person recorded.

Pending Legislation

Increases to Noneconomic Damage Caps: Bills [SB 953](#) and [AB 924](#) sought to increase the cap on noneconomic damages to \$3 million (from \$750,000).—both bills failed to pass in their respective chambers

Prejudgment Interest

- **Tort actions rate:** For liquidated damages or damages that can be measured to a reasonably certain standard, 5% or amount agreed to, but not to exceed 12%
 - › Wis. Stat. §§ 138.04, 138.05
- **Accrual date:** From the date due or the date of the breach. If an offer of judgment is made and interest applies, it runs from the date of the offer.
- **Postjudgment Rate:** 1% plus the prime rate as determined in Wis. Stat. § 814.04(4)
- **Accrual date:** Entry of judgment

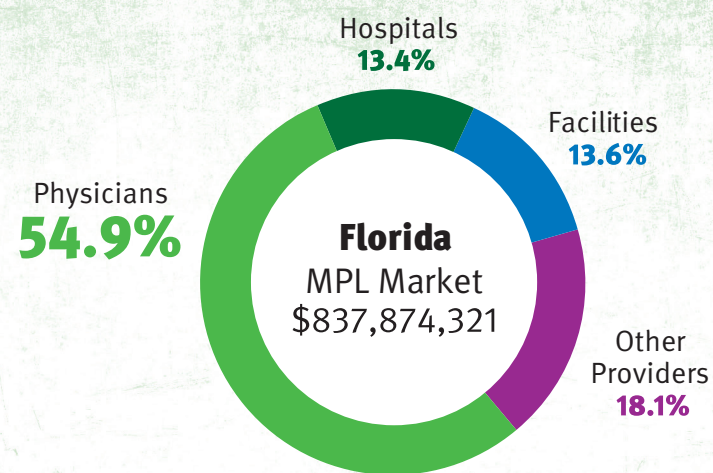
Tort Laws

- **Limits on damages for pain and suffering:** \$750,000 cap on non-economic damages
 - › §893.55 (2006) – upheld in 2019. In wrongful death cases, noneconomic damages of \$500,000 (for a minor) or \$350,000 (for an adult) may be awarded
 - › §895.04 (1998)
- **Limits on contingent attorney fees:** Sliding scale
 - › §655.013 (1986)
- **Reform of collateral source rule:** None
 - › Evidentiary rule nullified by State Supreme Court
- **Periodic payment of future damages:** Mandatory (present value of awards over \$100k go to PCF for distribution)
 - › §655.015 (1995) - upheld
- **Statute of limitations:** 3 years or 1 year from discovery (foreign object 1 year from discovery)
 - › §893.55 (1986)

SOUTHEAST REGION
MPL State Profile

Florida

- PRA** New Business Paper
- 2** 2021 Rank in MPL Market
- 4** 2021 ProAssurance Industry Rank



Tort Laws

- **Limits on damages for pain and suffering:** None.
 - §766.118 (2003) Ruled unconstitutional by State Supreme Court June 2017
- **Limits on contingent attorney fees:** After costs, 30% of first \$250k, 10% of anything over \$250k
 - FL Const. Art. I, Sec. 26 (Effective 11/2004)
- **Reform of collateral source rule:** Mandatory
 - §768.76 (1986)
- **Periodic payment of future damages:** Mandatory over \$250k at request of either party
 - §768.78 (1988)
- **Statute of limitations:** 2 years or 2 years from discovery; 4 year maximum
 - §95.11 (1975)

Pending Legislation

An Act Relating to Service of Process (SB 1062, HB 545): This bill clarifies the notification process for potential medical liability claims, clarifies tolling of statute of limitations in accordance with notice deliver requirements, and expands the methods by which a claimant may serve notice of intent to initiate medical negligence litigation—*HB 545 laid on the table in favor of SB 1062; SB 1062 signed into law on June 2022.*

Extensions to COVID-19 Liability Protections (SB 7014): Extends the sunset date of COVID-19 liability protections through June 1, 2023—*signed into law February 2022.*

One Party or All Party Consent

Florida is an all-party consent state. It is a criminal offense to use any device to record communications, whether they're wire, oral, or electronic, without the consent of everyone taking part in the communication (Fla. Stat. § 934.03(2)(d)). This means that in Florida you are not legally allowed to record a conversation you are taking part in unless all parties are in agreement.

Prejudgment Interest

Prejudgment interest rates only apply to contract actions.

- **Tort actions rate:** The rate of interest established in the contract, if any. If no rate is established, the rate established by the State's Chief Financial Officer
 - Fla. Stat. § 55.03
- **Accrual date:** "[W]hen a verdict liquidates damages on a plaintiff's out-of-pocket, pecuniary losses, plaintiff is entitled, as a matter of law, to prejudgment interest at the statutory rate from the date of loss."
 - Argonaut Ins. Co. v. May Plumbing Co., 474 So.2d 212 (Fla. 1985)

Postjudgment Contract and Tort Actions Rate: The rate of interest established in the contract, if any. If no rate is established, the rate established by the State's Chief Financial Officer

- Fla. Stat. § 55.03

Accrual date: The date judgement is filed with the court clerk

Department of Insurance Reporting

The Florida Department of Insurance publishes an annual report which outlines market trends, examinations and investigations, insurance regulations, and more. A section on the state of property and casualty is included.

[The most recent report currently available is from 2020.](#)

FIGA 2021 and 2022 Pass Through Assessments

ProAssurance has begun sharing with policyholders a regulatory change affecting medical professional liability insurance in Florida and reflected on invoices. To comply with an order issued by the Florida Office of Insurance Regulation (OIR), ProAssurance has begun assessing premium surcharges on new and renewal ProAssurance and NORCAL medical professional liability insurance policies written in Florida during two separate assessment periods. These surcharges are to secure funds for assessments levied by the Florida Insurance Guaranty Association (FIGA). The assessment surcharges are required and will be applied to affected policies depending upon when the policy period begins:

- **Jan. 1 - June 30, 2022 effective dates:** The 2021 surcharge of 0.7% is payable on the 2022 policy. The 2022 surcharge of 1.3% will be payable upon the next renewal period in 2023.
- **July 1 - Dec. 31, 2022 effective dates:** The 2021 and 2022 surcharges will be applied together for a combined 2.0% surcharge payable upon the 2022 renewal period.



If you have questions about how the assessment surcharges will impact your clients, contact your Business Development Representative or Underwriter.

What Is FIGA?

The Florida legislature created FIGA in 1970 as a nonprofit corporation administered by a member-elected board with additional administrative oversight by the Florida OIR. Every state, the District of Columbia, Puerto Rico and the Virgin Islands has an active guaranty association. Similar to these other guaranty associations, FIGA's purpose is to service "pending claims by or against Florida policyholders of member insurance companies which become insolvent and are ordered liquidated." FIGA membership is mandatory for all direct writers of property and casualty insurance licensed in Florida. You can find this information about FIGA and more at figafacts.com.

Alabama Expands Rules for Medical Records Management

Effective January 14, 2022, the Alabama Board of Medical Examiners and Medical Licensure Commission amended joint administrative rules for medical records. The new rules provide more detail about patient access and notification, and retention, destruction, and disposition of records under several scenarios.

Some highlights:

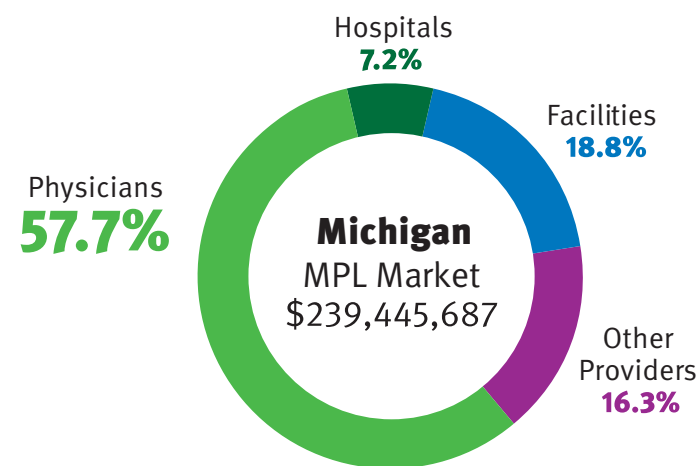
- Active patients are now defined as any patients seen one or more times by the physician in the past 36 months.
- Methods and procedures for destroying records are defined. Record destruction must be recorded and those records maintained for four years.
- Medical record rules apply equally to telemedicine.
- Patients must be notified when a physician retires, passes away, has their license suspended or revoked, or departs from a practice.
- Patients must be informed how to obtain their medical records, any associated destruction of their records, and how to transfer their records to a new provider via mail or within a HIPAA-compliant patient portal.
- If a physician sells their practice, they are responsible for transferring all medical records to another physician or business operating on their behalf. Patients must be notified of the transfer within 30 days.

More detail on the new record retention requirements is available from the Board and Commission's [Medical Digest](#).



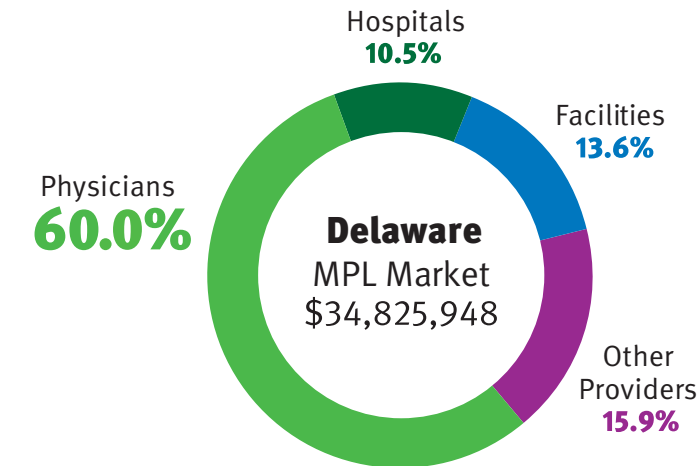
MIDWEST REGION
MPL State Profile
Michigan

- PRA** New Business Paper
- 13** 2021 Rank in MPL Market
- 3** 2021 ProAssurance Industry Rank



NORTHEAST REGION
MPL State Profile
Delaware

- PRA** New Business Paper
- 44** 2021 Rank in MPL Market
- 1** 2021 ProAssurance Industry Rank



Contingency Excess Policy Endorsement Available

Enhanced physician coverage is available in Michigan with a contingency excess policy endorsement. For individual policy limits of \$1M/\$3M, insureds are eligible for an additional \$1M in coverage (\$3M aggregate) in the event of an adverse jury verdict. This additional coverage is automatically in effect for ProAssurance policies that carry the minimum \$1M/\$3M limits.

Tort Laws

- **Limits on damages for pain and suffering:** \$450,098 cap on non-economic damages with exceptions reaching \$787,671 for catastrophic injury or death (amounts adjusted by 1.7% annually on 1/1)
 - §538.210 (2015)
- **Limits on contingent attorney fees:** None
- **Reform of collateral source rule:** None
- **Periodic payment of future damages:** Mandatory over \$50k unless subrogation allowed by law
 - §27-1-308 (1987)
- **Statute of limitations:** 3 years from discovery; 5 year maximum
 - §27-2-205 (1987)

Pending Legislation

No relevant legislation recently enacted or currently pending.

One Party or All Party Consent

Overall, Michigan operates as an all-party consent state. However, previously a Michigan court has ruled (§ 750.539c, Sullivan v. Gray (1982)) that the definition of the word “eavesdrop” inherently refers only to overhearing or recording private conversations (snooping).

Telemedicine Regulations

- Professional Requirements:
- Consent Requirements: Yes
 - Cross-State Licensing: Multiple [exemptions](#) exist
- Medicaid Reimbursement:
- Live Video: Yes
 - Store-and-Forward: Yes
 - Remote Patient Monitoring: Yes
 - Audio Only: Yes
- Licensure Compact(s): IMLC
State Resource: [Upper Midwest Telehealth Resource Center](#)

Prejudgment Interest

- **Tort action rate:** 1% above the average interest rate paid at auctions of five year U.S. treasury notes during the six months immediately preceding July 1 and January 1, compounded annually. Rate calculated at six month intervals. Interest is calculated on the entire money judgment, including attorney fees and other costs.
 - Mich. Comp. Laws § 600.6013(8)
- **Accrual date:** The date of filing the complaint
- **Postjudgment Contract and Tort Actions Rate:** Rates referenced above continue until date judgment is satisfied
 - Mich. Comp. Laws § 600.6013(7), (8)

One Party or All Party Consent

Delaware is an all-party consent state.

It is a criminal offense to use any device to record communications, whether they are wire, oral or electronic, without the consent of all parties taking part in the communication.

This means that in Delaware you are not legally allowed to record a conversation you are taking part in unless all parties are in agreement. Del. Code Ann. tit. 11, § 1335(a)(4).

Also, Delaware has a law that prohibits anyone from trespassing on private property to eavesdrop or carry out any other form of surveillance. Del. Code Ann. tit. 11, § 1335(a)(1).

Telemedicine Regulations

Professional Requirements:

- Consent Requirements: Yes
- Cross-State Licensing: Must be licensed, enrolled in a DE Medicaid Managed Care Organization or the DE Medicaid Program, and have established physician-patient relationship

Medicaid Reimbursement:

- Live Video: Yes
- Store-and-Forward: No
- Remote Patient Monitoring: No
- Audio Only: No

Licensure Compact(s): NLC, APRN, PT, PSYPACT, IMLC, EMS

State Resource: [Mid-Atlantic Telehealth Resource Center](#)

Prejudgment Interest

- **Tort actions rate:** 5% over the Federal Reserve discount rate
 - Del. Code Ann. tit. 6, § 2301
 - **Accrual date:** The date of injury, provided that prior to trial the plaintiff had extended to defendant a written settlement demand valid for a minimum of 30 days in an amount less than the amount of damages upon which the judgment was entered
 - Del. Code Ann. tit. 6, § 2301
 - **Postjudgment Contract and Tort Actions Rate:** 5% over the Federal Reserve discount rate including any surcharge thereon or the contract rate, whichever is less
 - Del. Code Ann. tit. 6, § 2301
- Accrual date:** Date of judgment

Tort Laws

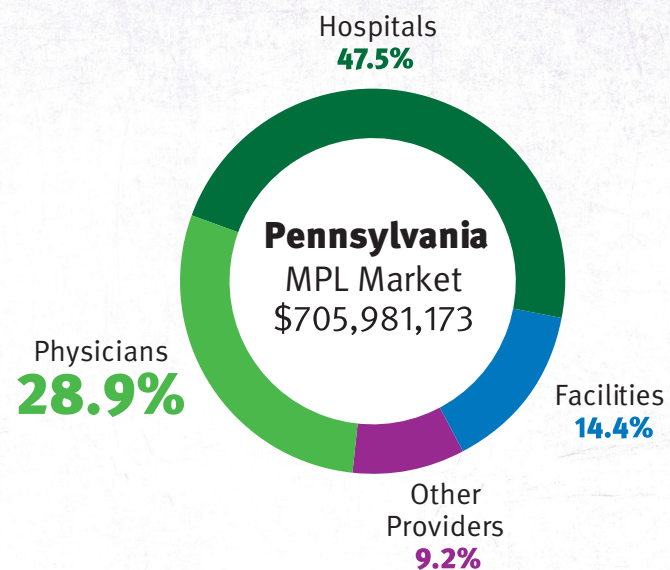
- **Limits on damages for pain and suffering:** None
- **Limits on contingent attorney fees:** Sliding scale
 - Ti. 18 §6865 (1976)
- **Reform of collateral source rule:** Evidentiary—public benefits only
 - Ti.18 §6862 (1975)
- **Periodic payment of future damages:** Discretionary by court
 - Ti. 18 §6864 (1975)
- **Statute of limitations:** 2 years; 3 years from discovery
 - Ti. 18 §6856 (1975)—upheld

Pending Legislation

No relevant legislation recently enacted or currently pending.

NORTHEAST REGION
MPL State Profile
Pennsylvania

- NOR** New Business Paper
- 4** 2021 Rank in MPL Market
- 4** 2021 ProAssurance Industry Rank



Patient Compensation Fund

[The Medical Care Availability and Reduction of Error Fund \(Mcare\)](#) was established in 2002 as a successor to the Medical Professional Liability Catastrophe Loss Fund. Fees for participation are collected annually. All medical providers who conduct at least half of their business in Pennsylvania must participate in the fund. These providers must have \$500k in liability coverage per incident and \$1.5M aggregate (\$700k/\$2.1M for hospitals).

One Party or All Party Consent

Pennsylvania is an all-party consent state. In Pennsylvania, it is a criminal offense to use any device to record wire, oral or electronic communications without the consent of everyone taking part in the conversation. This means that in Pennsylvania you are not legally allowed to record a conversation you are taking part in unless all parties are in agreement. 18 Pa. Cons. Stat. Ann. § 5704 (West 2012).

Tort Laws

- **Limits on damages for pain and suffering:** None
 - Prohibited by state constitution
- **Limits on contingent attorney fees:** None
 - Sliding scale ruled unconstitutional
- **Reform of collateral source rule:** Mandatory—subrogation banned
 - 40 P.S. §1303.508 (2002)
- **Periodic payment of future damages:** Mandatory over \$100k (future medical and related expenses)
 - 40 P.S. §1303.509 (2002)
- **Statute of limitations:** 2 years or 2 years from discovery; 7 year statute of repose (except for foreign objects and minors)
 - 42 P.S. §5524 (1992) and 40 P.S. §1303.513 (2002)

Prejudgment Interest

- **Tort actions rate:** Prime rate, as stated in Pa. R.C.P. 238(a)(3). The plaintiff must request delay damages within 10 days of the verdict or decision
 - Pa. R.C.P. 238(c); but cf. Pa. R.C.P. 238(d) (actions heard by a board of arbitrators)
- **Accrual date:** The date that is one year after the date original process was first served. The recoverable interest can be affected by a written settlement offer and times when plaintiff caused the delay.
 - Pa. R.C.P. 238(a)(2)
- **Postjudgment Contract and Tort Actions Rate:** Contract rate or, if none, 6%
- **Accrual date:** Date of the verdict

Pending Legislation

Cybersecurity Standards and Privacy Protections: Two bills under consideration impact cybersecurity standards and privacy protections. [SB 696](#) would establish breach notification requirements for entities with penalties for non-compliance and would add definitions for health insurance information and medical information. HIPAA-compliant entities would be exempt. [HB 2499](#) is modeled after NAIC Insurance Data Security Model Law and would establish standards for data security and investigation of a cybersecurity event applicable to licensees and obligations of notification to the commissioner of a cybersecurity event applicable to licensees. Both bills stipulate no private right of action—*SB 696 passed out of Senate January 2022; passed out of House committee on June 15, 2022 as amended; HB 2499 referred to committee April 2022.*

Pennsylvania Venue Shopping

The Pennsylvania Coalition for Civil Justice Reform is a statewide, bipartisan group of organizations and individuals representing businesses, healthcare, public service, taxpayers, and other perspectives. They are dedicated to bringing fairness to Pennsylvania courts by elevating awareness of civil justice issues and advocating for legal reform in the legislature.



Currently, the group is lending support to HB 2660, an attempt to curb the state Supreme Court’s ability to reestablish venue shopping in the commonwealth. Below are talking points on the subject, provided by the group.

What Is Venue Shopping?

Venue determines where a case can be filed. When plaintiffs’ attorneys venue shop, they seek to file medical liability lawsuits in Philadelphia and other high verdict jurisdictions in search of large payouts.

Impact

Prior to a 2003 rule prohibiting venue shopping in medical liability cases, Pennsylvania was in the grip of a medical liability crisis. Attorneys funneled as many cases as possible through Philadelphia’s notoriously high-verdict court system.

A rule was enacted in 2003 *requiring cases to be filed only where the alleged injury occurred*. Since the rule was adopted nearly 20 years ago, the number of medical liability cases filed in Philadelphia has dropped.

Problem

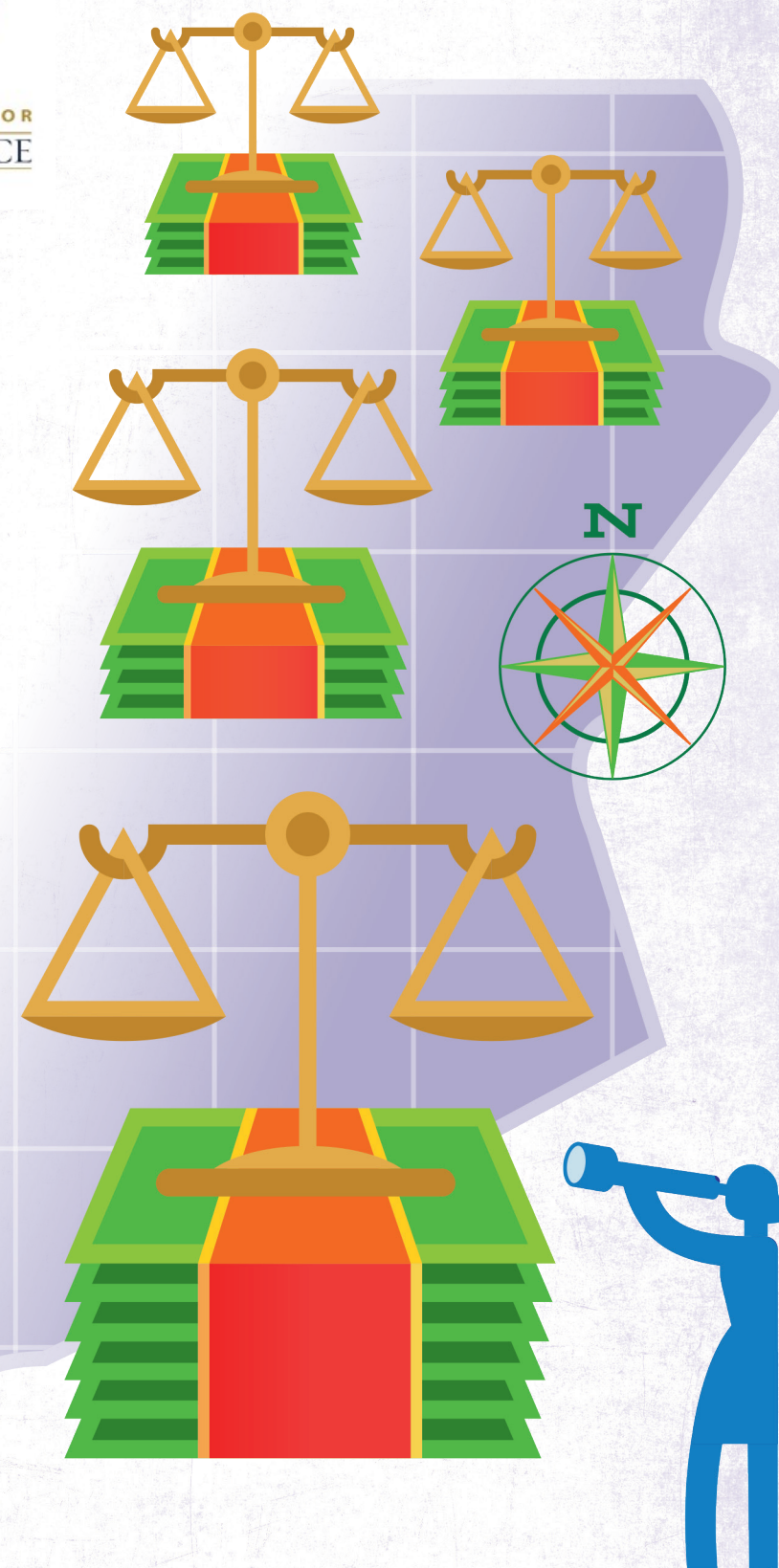
There is an ongoing push by plaintiffs’ attorneys to return to the pre-2003 venue rules. The Supreme Court could act any day now to enact a rule that would take away protections preventing venue shopping.

Solution

A **constitutional amendment** prohibiting venue shopping in medical liability cases will address this issue once and for all. Absent a constitutional amendment, the Supreme Court will continue to determine the venue issue itself without any check on its powers by the General Assembly.

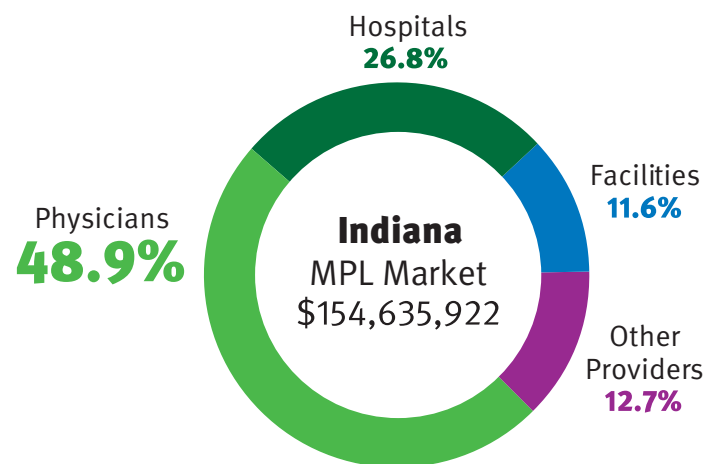
Legislators need to pass the constitutional amendment now so that it can be ratified by voters in 2023.

ProAssurance supports several Pennsylvania medical societies and associations affiliated with this initiative. Get more information, including how to lend support to the effort, on the [Coalition’s website](#).



MIDWEST REGION
MPL State Profile
Indiana

- PRA** New Business Paper
- 22** 2021 Rank in MPL Market
- 2** 2021 ProAssurance Industry Rank



Telemedicine Regulations

Professional Requirements:

- Consent Requirements: Yes
- Cross-State Licensing: Must have IN Telehealth Provider Certification

Medicaid Reimbursement:

- Live Video: Yes
- Store-and-Forward: No
- Remote Patient Monitoring: Yes
- Audio Only: Yes

Licensure Compact(s): NLC, PT, PSYPACT, IMLC (pending), EMS, ASLP-IC

State Resource: [Upper Midwest Telehealth Resource Center](#)

Pending Legislation

Changes to Damage Caps and Their Calculation (SB 394): Removes medical expenses from the damage cap in an MPL claim (set at \$1.8 million), increases the healthcare provider's liability from \$500,000 to \$600,000 (any excess to be paid by patient compensation fund as under current law). Regardless of the aforementioned limits, the healthcare provider is responsible for all medical expenses resulting from the injury—*bill created January 2022.*

One Party or All Party Consent

Indiana is a one-party consent state.

In Indiana, it is a criminal offense to use any device to intercept communications, whether wire or electronic, without the consent of at least one person taking part in the communication. Ind. Code Ann. § 35-31.5-2-176. This applies to text messages and e-mails as well. Ind. Code Ann. § 35-31.5-2-110.

Prejudgment Interest

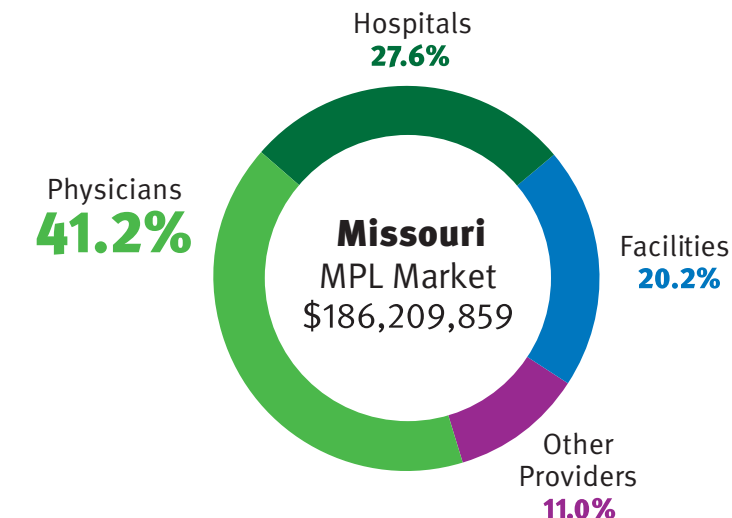
- **Tort actions rate:** At the court's discretion a simple interest rate of not less than 6% nor more than 10%
 - › Ind. Code § 34-51-4-9
- **Accrual date:** At the court's discretion, on the latest of the following dates: (1) fifteen months after the cause of action accrue, (2) six months after the claim is filed in court, (if Ind. Code § 34-18-8 and § 34-18-9 [medical malpractice claims] do not apply) or (3) 180 days after a medical review panel is formed to review the claim.
 - › Ind. Code § 34-51-4-8
- **Postjudgment Contract and Tort Actions Rate:** If there is no contract, 8%
- **Accrual date:** Date of the return of the verdict or finding.

Tort Laws

- **Limits on damages for pain and suffering:** \$500k cap on total damages per provider; \$1.8M cap on total damages for providers and state fund
 - › §34-18-14-3 (2016) - upheld
- **Limits on contingent attorney fees:** 15% max if paid out of patient compensation fund; otherwise none
 - › §34-18-18-1 (1999)
- **Reform of collateral source rule:** Evidentiary
 - › §34-44-1-2 (1998)
- **Periodic payment of future damages:** None
- **Statute of limitations:** 2 years from act or discovery
 - › §34-18-7-1 (1999) - upheld

SOUTHWEST REGION
MPL State Profile
Missouri

- PRA** New Business Paper
- 18** 2021 Rank in MPL Market
- 3** 2021 ProAssurance Industry Rank



One Party or All Party Consent

Missouri is a one-party consent state.

It is a criminal offense to use any device to record or share communications, whether they're wire or oral, without the consent of at least one contributing party. This means that in Missouri you are not legally allowed to record a wire or oral conversation you are taking part in unless you have the consent of at least one-party.

This state does stipulate that electronic communications can be lawfully recorded or shared with the consent of at least one-party, barring any criminal intentions. This applies to conversations where all contributing parties are using a cell phone, including text messages sent between cell phones. However, a Missouri appellate court determined that a conversation taking place where one-party is using a cell phone and the other is using a regular wire phone is indeed protected under the wiretap law. *Lee v. Lee, 967 S.W.2d 82 (Mo. Ct. App. 1998).*

Department of Insurance Reporting

The Missouri Department of Insurance publishes:

- [Annual MPL reports](#)
- [Market share reports, searchable by line of business and year](#)
- [Annual general reports, including market share, complaint index, market conduct, and more](#)

Prejudgment Interest

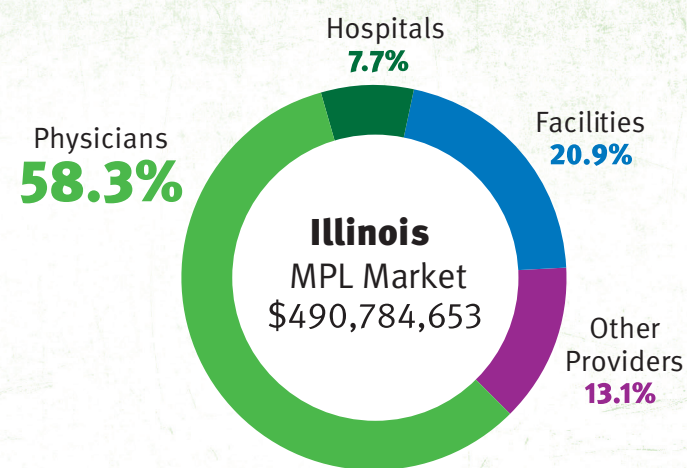
- **Tort actions rate:** If the claimant has made a demand for payment or an offer of settlement and the amount of the judgment exceeds the demand for payment or offer of settlement, the Federal Funds Rate (established by the Federal Reserve) plus 3%
 - › Mo. Rev. Stat. § 408.040(3), (4)
- **Accrual date:** 90 days after the demand or offer was received or from the date the demand or offer was rejected without counteroffer, whichever is earlier
 - › Mo. Rev. Stat. § 408.040(3)
- **Postjudgment Contract and Tort Actions Rate:** 9% or, if it is higher, the contract rate
 - › Mo. Rev. Stat. § 408.040(2)
- **Accrual date:** Judgment date

Tort Laws

- **Limits on damages for pain and suffering:** \$450,098 cap on non-economic damages with exceptions reaching \$787,671 for catastrophic injury or death (amounts adjusted by 1.7% annually on 1/1)
 - › §538.210 (2015)
- **Limits on contingent attorney fees:** None
- **Reform of collateral source rule:** None
- **Periodic payment of future damages:** Mandatory over \$100k at request of either party
 - › §538.220 (1986)
- **Statute of limitations:** 2 years from discovery; 10 year maximum; 2 years from discovery of foreign object
 - › §516.105 (1976)

MIDWEST REGION
MPL State Profile
Illinois

- PRA** New Business Paper
- 6** 2021 Rank in MPL Market
- 3** 2021 ProAssurance Industry Rank



One Party or All Party Consent

Illinois is an all-party consent state with exceptions.

In Illinois, it is a criminal offense to use any device to record communications — whether they are wire, oral, or electronic — without the consent of everyone taking part in the communication. 720 Ill. Compiled Stat. 5/14-2(a)(1).

In December 2014, the Illinois Supreme Court struck down the statute and amended it to allow recording conversations in areas where there is no reasonable expectation of privacy. It was found that it violated a person's first amendment rights.

Department of Insurance Reporting

The Illinois Department of Insurance produces an annual market share report for the top 25 Illinois licensed P&C companies by line of business and all Illinois licensed companies. Get the reports at bit.ly/3OMBDmM.

Prejudgment Interest

[Senate Bill 72](#), which adjusted prejudgment interest on money awarded to plaintiffs in personal injury or wrongful death lawsuits in civil court, became effective July 1, 2021. It was ruled unconstitutional by the Circuit Court of Cook County on May 27, 2022.

- **Postjudgment Contract and Tort Actions Rate:** 6% for judgments against a unit of a local government or other governmental entity. Otherwise, 9%.
- **Accrual date:** Date of judgment

Tort Laws

- **Limits on damages for pain and suffering:** None
 - Previous \$500k/physician and \$1M/hospital cap on non-economic damages engaged in 2005 ruled unconstitutional by State Supreme Court February 2010
- **Limits on contingent attorney fees:** Sliding scale
 - §5/2-1114 (1985)
- **Reform of collateral source rule:** Mandatory
 - 50% offset of lost wages, 100% offset of medical benefits, but no more than 50% of award §5/2-1205 (1985)
- **Periodic payment of future damages:** Discretionary over \$250k by plaintiff; certain restrictions on defendant
 - §5/2-1705 (1985)
- **Statute of limitations:** 2 years from discovery; 4 year maximum
 - §735 5/13- 212 (1987)

Pending Legislation

Regulation on Litigation Funding (SB 1099): The law bars litigation funders from paying referral fees to attorneys, referring a consumer to a physician or attorney, being involved in the underlying legal activity, or paying legal fees on behalf of a consumer. It also establishes a maximum interest rate of 18% (tabulated every six months) and caps accrual of interest at 42 months. The law also adds consumer protections such as funder licensing requirements, a requirement for clearly spelled out contract terms, and an obligation to inform consumers of their right to rescind the contract up to 14-days after signing. The law also bars attorneys from having a financial stake in the litigation funding entity—*signed into law May 2022*.

MPL National News

In addition to monitoring state and regional news, ProAssurance tracks updates that impact the country and the healthcare liability industry as a whole.



AM Best: Medical professional liability faces headwinds as outlook is negative

The U.S. medical professional liability segment faces persistently depressed demand, rate adequacy concerns, rising loss costs and social inflation, diminishing reserve redundancies and the potential for additional COVID-related claims frequency, AM Best analysts and industry experts said at an analytical briefing. In the report, AM Best says the segment's profitability improved due to the favorable performance of the capital markets. Underwriting losses continued but moderated in 2021. AM Best believes the overall MPL industry's 2021 calendar year booked net loss and loss adjustment expense reserves will ultimately prove to be redundant.



Medical professional liability insurance market improves but still unprofitable

The U.S. medical professional liability insurance market saw an improvement in financial performance in 2021, but its combined ratio remained an unprofitable 108, and a return to profitability is unlikely, said Fitch Ratings.

Fitch said it expects results to improve in 2022, but "the competitive nature of the MPLI market, and uncertainty on incurred-loss experience from economic volatility, higher inflation and any post-pandemic revival of litigation activity" remain as challenging headwinds.



State by state, some patients are losing telehealth access to doctors

Many states are making it difficult for people to have virtual visits with doctors in other states, partly reversing the explosion in telehealth that occurred during the coronavirus pandemic and calling into question the durability of one of the major technological shifts from the past two years.

The rollback in telehealth access has been happening gradually and quietly over the past few months as pandemic-era emergency health orders have lapsed in one state after another, reimposing some of the old rules about when doctors can practice in multiple states.



How COVID-19 and the "Great Resignation" affected health systems

Dr. Neal Patel, Chief Information Officer at Vanderbilt University Medical Center in Nashville, Tennessee, shared his insight on the challenges in healthcare and what is becoming the new normal.



CMS levies penalties for non-compliance with hospital price transparency rule

The Centers for Medicare & Medicaid Services (CMS) issued the first round of civil monetary penalties to two hospitals in Georgia for failure to comply with the requirements of the Hospital Price Transparency Final Rule on June 7, 2022.

According to the Notices of Imposition of a Civil Monetary Penalty published on the CMS Price Transparency website, Northside Hospital Atlanta and Northside Hospital Cherokee failed to publish their standard charges and provide access to a machine-readable searchable tool, which would include standard prices for the hospitals' items and services. CMS took this action after both hospitals failed to respond to the Warning Notices and Requests for Corrective Action Plans issued by CMS.



THE Comments Section

THIS MONTH'S TOPIC:

Illinois Court Declares State's Prejudgment Interest Statute Unconstitutional

On May 27, 2022, the Circuit Court of Cook County found Illinois' 6% prejudgment interest statute unconstitutional as a violation of the right of trial by jury and the prohibition against special legislation. This decision has important implications for personal injury and wrongful death litigation in Illinois, as it invalidates a far-reaching and potentially onerous imposition of prejudgment interest broadly applicable to such cases.

In 2021, Illinois passed an amendment to 735 ILCS 5/2-1303 (Interest on judgment) into law, allowing interest to accrue commencing at the time of initiating all actions seeking damages for personal injury or wrongful death caused by negligence, willful and wanton misconduct, intentional conduct, or strict liability (the Amendment). Beforehand, interest only accrued from the date of judgment.

[View the full article.](#)

Source: The National Law Review

"This is good news for Illinois physicians and ultimately their patients. This legislation if allowed to stand would have made a very tough environment that much tougher."



Doug Darnell
Assistant Vice President,
Business Development,
Midwest Region

"The determination that prejudgment interest unfairly penalized defendants is good news not only for defendants but for the legal arena as a whole. Defendants will no longer feel pressure to rush to settlement yet will be provided time to conduct an adequate investigation. Juries will continue to consider the facts and reasonableness of compensation."



Tina Santos
Risk Manager, Midwest Region

"ProAssurance has been monitoring the prejudgment interest issue in Illinois since H.B. 3360, the precursor to this bill, was introduced. We launched a campaign in support of the local medical societies encouraging insureds and agents to stay aware and take action if they felt motivated. Monitoring state-specific news plays a huge role in how we operate—and that includes lending our communications tools to support our insureds."



Emily Kelly-Gillingham
Marketing Communications Supervisor

About The Comments Section

The Comments Section is a recurring feature that focuses on an industry article in line with the monthly theme. ProAssurance thought leaders offer insights on the article and how the topic relates to our industry.

OCTOBER 2-5, 2022 **STREAMSONG GOLF RESORT**
TOWERING DUNES • WILDLIFE • PRISTINE LAKES • SANDY FIELDS

This year's annual ProAssurance/NORCAL Leadership Elite meeting will host our top producing agency partners for two days of business meetings, activities, and relaxation at the Streamsong golf resort in Bowling Green, Florida.

LEADERSHIP ELITE
BOWLING GREEN, FLORIDA

Ties that Bind

Monthly Insights for Selling to Healthcare Professionals

Being Outsold

There are few experiences more humbling than being outsold by a competitor.

I represented one of the most respected companies in the orthopedic implant industry. Innovative products, years of experience, and unbridled confidence equipped me for almost any sales situation. But these things alone won't always get you the business.

Dr. Ben, an orthopedic surgeon, had scheduled a unicompartmental knee replacement on one of his patients and had narrowed his choice of implants for the surgery down to three companies, including mine. This would be his first time doing a "uni," which replaces only one side or compartment of the knee.

I expected the sales call to be a slam dunk. My company had been selling a successful uni-knee implant for over a decade. Most other companies were just getting into the market. Besides, I was confident no other ortho rep knew the procedure as well as I did.

I arrived at Dr. Ben's office on the appointed day, where I was joined by my two competitors, Dan and Bill. After a short delay in the waiting room (*and some awkward conversation*), we were escorted into a conference room where Dr. Ben was waiting.

"Who wants to go first?" the doctor asked.

Dan, who seemed eager to get it over with, said, "I'll go."

Bill and I headed towards the door to give the doctor and Dan some privacy when the doctor said, "Please stay. I want to compare your systems side-by-side."

Dan fumbled through a short presentation that sounded like he was reading from a brochure.

Dr. Ben, who didn't look impressed, said, "Who wants to go next?"

Bill responded, "Mace arrived before me. It's only fair he goes next."

I confidently began my presentation, elaborating on the subtle details of the procedure to show why my uni-knee was superior. Dr. Ben said, "Nice system Mace, and you seem to know it very well."

Now it was Bill's turn. Bill was 20 years older than me and had at least that much more industry experience. Yet, I felt like I had already won the contest and that the doctor only listened to Bill's presentation out of courtesy.

Bill began his sales pitch. "Dr. Ben, when I spoke with you earlier in the week, you said you had two main concerns about choosing a unicompartmental knee implant. You want surgical instruments that are easy to use, and the knee must have a successful clinical history."

Bill's sales presentation focused exclusively on those two issues. His repeated references to the prior conversation with Dr. Ben made it apparent that Bill spent more time preparing for this meeting than I had.

When Bill concluded his pitch, Dr. Ben said, "Thank you all for showing me your products. I've made my decision. I'm going to use Bill's implant."

I was stunned. My presentation was far more detailed, and I truly believed I had a better product. However, I failed to uncover and emphasize what was most important to Dr. Ben.

My overconfidence led to complacency, allowing Bill to outsell me.

The experience taught me a valuable lesson:

Preparation for a sales call must include learning as much about the prospect's needs and concerns as possible, including asking them or their representatives about them in advance.

ProAssurance offers a broad spectrum of MPL insurance options, allowing you to tailor the right coverage for each situation. Have confidence in your ability to meet or exceed a client's expectations but prepare for each business opportunity like Bill because . . .

It hurts to be outsold.



“

ProAssurance offers a broad spectrum of MPL insurance options, allowing you to tailor the right coverage for each situation.

”



Written by **Mace Horoff** of Medical Sales Performance

Mace Horoff is a representative of [Sales Pilot](#). He helps sales teams and individual representatives who sell medical devices, pharmaceuticals, biotechnology, healthcare services, and other healthcare-related products to sell more and earn more by employing a specialized healthcare system.

Have a topic you'd like to see covered? Email your suggestions to AskMarketing@ProAssurance.com.

We hope to see you at ASHRM in Boston!

September 11-14, 2022
Hynes Convention Center
Boston, Massachusetts

Stop by booth 411 to meet the team!

We'll have a photo op setup for you and your pals, fun giveaways, and our famous ASHRM event socks.

We will also have a private meeting room just outside of the exhibit hall September 12-14 for in-depth conversation.

Don't miss the ProAssurance Party

Join us at 6:30 p.m. Monday, September 12 at **Howl at the Moon** in Boston for appetizers, drinks, and live music (piano bar style!).

For a complimentary Lyft code credit* and to RSVP, visit ProAssurance.com/ASHRMParty.

*Date and time restrictions apply

PROASSURANCE
NORCAL GROUP

provisions

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visit ProAssurance.com/ProVisions.



Our next issue will focus on the implications of Dobbs v Jackson Women's Health Organization, which has overruled Roe v Wade and Planned Parenthood v Casey.