STATE OF MICHIGAN

COURT OF APPEALS

WILLIAM MILLER,

Plaintiff-Appellee,

v

ALLSTATE INSURANCE COMPANY,

Defendant-Cross-Defendant-Appellant,

and

PT WORKS, INC.,

Cross-Plaintiff-Appellee.

FOR PUBLICATION
September 19, 2006
9:05 a.m.

No. 259992
Wayne Circuit Court
LC No. 03-325030-NF

Official Reported Version

Before: Jansen, P.J., and Murphy and Fort Hood, JJ.

MURPHY, J.

Defendant Allstate Insurance Company appeals as of right the trial court's order denying its motion for summary disposition and granting summary disposition in favor of cross-plaintiff PT Works, Inc. We affirm.

The sole issue on appeal is whether the trial court erred in finding that PT Works was entitled to receive insurance benefits from Allstate under the no-fault act, MCL 500.3101 *et seq.*, for physical therapy services provided by PT Works to plaintiff William Miller, who was insured by Allstate and injured in a motor vehicle accident.[1] This Court reviews de novo a trial court's decision on a motion for summary disposition. *Kreiner v Fischer*, 471 Mich 109, 129; 683 NW2d 611 (2004).

[1] Miller assigned his rights to any insurance benefits from Allstate to PT Works relative to physical therapy services.

MCL 500.3157 provides:

> A physician, hospital, clinic or other person or institution *lawfully rendering treatment* to an injured person for an accidental bodily injury covered by personal protection insurance, and a person or institution providing rehabilitative occupational training following the injury, may charge a reasonable amount for the products, services and accommodations rendered. The charge shall not exceed the amount the person or institution customarily charges for like products, services and accommodations in cases not involving insurance. [Emphasis added.]

Under the above provision, "only treatment lawfully rendered, including being in compliance with licensing requirements, is subject to payment as a no-fault benefit." *Hofmann v Auto Club Ins Ass'n*, 211 Mich App 55, 64; 535 NW2d 529 (1995); see also *Cherry v State Farm Mut Automobile Ins Co*, 195 Mich App 316, 320; 489 NW2d 788 (1992). "If the treatment was not lawfully rendered, it is not a no-fault benefit and payment for it is not reimbursable." *Cherry, supra* at 320.

Here, Allstate contends that PT Works did not lawfully render its physical therapy services because it was incorporated under the Business Corporation Act (BCA), MCL 450.1101 *et seq.*, instead of the Professional Service Corporation Act (PSCA), MCL 450.221 *et seq.* Allstate argues that PT Works was required to be formed under the PSCA because providing physical therapy services constituted engaging in a professional service. Moreover, according to Allstate, the PSCA mandates that the shareholders of PT Works be licensed as physical therapists, and they are not so licensed. We note, however, that there does not appear to be any dispute that the treatment received by Miller was directly performed by licensed physical therapists.

The trial court found that PT Works was properly incorporated under the BCA and that it was not required to be formed under the PSCA. We need not determine, however, whether it was necessary for PT Works to incorporate under the PSCA and whether the shareholders who formed PT Works complied with the PSCA. Assuming, without deciding, that PT Works was improperly incorporated and that its shareholders must be licensed physical therapists, the no-fault act, and particularly MCL 500.3157, does not bar recovery of benefits for services rendered where the treatment itself was lawfully rendered by licensed physical therapists. MCL 500.3157, by its plain and unambiguous language,[2] requires that the *treatment* itself be lawfully rendered.

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[2] Our primary task in construing a statute is to discern and give effect to the intent of the Legislature. *People v Tombs*, 472 Mich 446, 451; 697 NW2d 494 (2005); *Shinholster v Annapolis Hosp*, 471 Mich 540, 548-549; 685 NW2d 275 (2004). The words contained in a statute provide us with the most reliable evidence of the Legislature's intent. *Shinholster, supra* at 549. In ascertaining legislative intent, this Court gives effect to every word, phrase, and clause in the statute. *Id.* We must consider both the plain meaning of the critical words or phrases as well as their placement and purpose in the statutory scheme. *Id.* This Court must avoid a

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Reference to the terms "rendering" and "treatment" clearly places the focus on the act of actually engaging in the performance of services, here conducting physical therapy sessions, rather than on some underlying corporate formation issues that have nothing to do with the rendering of treatment. A clinic or institution is lawfully rendering treatment when licensed employees are caring for, and providing services and treatment to, patients despite the possible existence of corporate defects irrelevant to treatment.

Cherry is easily distinguishable from the case at bar because, in that case, acupuncture services were directly provided to the injured party by a nurse who was not licensed to perform acupuncture. This Court found that only a licensed physician could administer acupuncture under the law. *Cherry, supra* at 320. Therefore, acupuncture treatment was not lawfully rendered because a licensed physician did not perform the services. The licensing of an individual, such as a doctor, dentist, chiropractor, or physical therapist, who personally provides services to a client or patient, has a direct correlation to the rendering of treatment. The connection between the rendering of treatment and the manner in which PT Works was incorporated and the nature of the incorporation is too attenuated to make the physical therapy provided to Miller an unlawfully rendered service. PT Works' shareholders did not render physical therapy services to Miller; therefore, their licensing status is not pertinent. As this Court has recognized, we may affirm a trial court's decision for different reasons than those cited by the lower court. *Gleason v Dep't of Transportation*, 256 Mich App 1, 3; 662 NW2d 822 (2003). We find no error in granting summary disposition in favor of PT Works.

Affirmed.

/s/ William B. Murphy
/s/ Kathleen Jansen
/s/ Karen M. Fort Hood

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construction that would render any part of a statute surplusage or nugatory. *Bageris v Brandon Twp*, 264 Mich App 156, 162; 691 NW2d 459 (2004). "The statutory language must be read and understood in its grammatical context, unless it is clear that something different was intended." *Shinholster, supra* at 549 (citation omitted). If the wording or language of a statute is unambiguous, the Legislature is deemed to have intended the meaning clearly expressed, and we must enforce the statute as written. *Tombs, supra* at 451; *Shinholster, supra* at 549. "A necessary corollary of these principles is that a court may read nothing into an unambiguous statute that is not within the manifest intent of the Legislature as derived from the words of the statute itself." *Roberts v Mecosta Co Gen Hosp*, 466 Mich 57, 63; 642 NW2d 663 (2002).