

Policy Number EW	
Date Established: 08/25/2015	Date Revised 03/31/2020
Authorized By: <i>Harry Park</i>	

PATIENT FINANCIAL SERVICES POLICY

SUBJECT: BILLING AND COLLECTIONS

PURPOSE:

It shall be the policy of WellSpan Health, together with its Financial Assistance Policy (FAP), its Plain Language Summary (PLS) and Billing and Collection policy, to meet the requirements of applicable federal, state, and local laws including, without limitations, section 501(r) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. This policy establishes the actions that may be taken in the event of nonpayment for medical care provided by WellSpan Health, including collection actions and reporting to credit agencies. The guiding principles behind this policy are to treat all patients and responsible individuals equally with dignity and respect and to ensure appropriate billing and collection procedures are uniformly followed and ensure that reasonable efforts are made to determine whether the patient or responsible individual for payment of all or a portion of a patient account is eligible for assistance under the WellSpan Financial Assistance policy.

POLICY:

1. Notification During Registration and Discharge

- a. As part of the patient registration or patient discharge process all patients will be offered a Financial Assistance Policy Plain Language Summary (PLS). Application forms will be available in both paper and electronic format for financial assistance under the FAP.

2. Billing Third-Party Payers

- a. It is the patient's responsibility to present health insurance information at the time of admission, registration, pre-authorization or discharge any third-party-payer available to pay for services. WellSpan Health will attempt to bill all third-party payers for services provided. The patient is responsible for ensuring that WellSpan Health and all doctors performing services are within network. If WellSpan Health is out-of-network with the third-party payer, the patient will be responsible for out-of-network charges including coinsurance, co-

payments, deductibles, and additional balances for being out-of-network that will be balanced billed to the patient. WellSpan Health does not participate with out-of-network reference-based pricing health plans.

3. Statements

- a. A minimum of three account statements will be mailed to the last known address of each guarantor. No additional statements need be sent after a guarantor submits a complete application for financial assistance under the FAP or has paid-in-full. The statement period will span 120 days beginning with the first post-discharge statement. It is the guarantor's obligation to provide a correct mailing address at the time of service or upon moving. If an account does not have a valid address, the determination for "Reasonable Effort" as define in the IRS 501(r) will have been made.
- b. All self-pay statements will include:
 - i. An accurate summary of the all services covered by the statement
 - ii. The charges for such services; (detail itemizations for charges will be provided upon request)
 - iii. A conspicuous written notice that notifies and informs the responsible individual about the availability of Financial Assistance under the FAP including the telephone number of the department and direct website address where copies of documents may be obtained.
 - iv. The amount required to be paid by the guarantor.
- c. At least one of the statements, normally the final statement, will include written notice that informs the guarantor about the specific Extraordinary Collection Action's (ECA's) that may be taken if the guarantor does not apply for financial assistance under the FAP or pay the amount due by the billing deadline. Such statement must be provided to the guarantor at least 30 days before the due date specified in the statement. A Plain Language Summary (PLS) will accompany this statement.

4. Oral Notification

- a. Prior to initiation of any ECA's, an oral attempt will be made to contact guarantor(s) by telephone at the last known telephone number, if any, at least once during the series of mailed or emailed statements if the account remains unpaid. During all conversations, the guarantor will be informed about the financial assistance that may be available under the FAP.

5. Processing Incomplete Financial Assistance Applications

- a. If any guarantor submits an incomplete application for financial assistance under the FAP prior to the application deadline (240 days beginning with first post-discharge statement), the following steps will be completed:
 - i. If applicable, Extraordinary Collection Actions (ECA) will be suspended. (see section 12 for additional details)
 - ii. WellSpan provides the guarantor with a written notice that describes the additional information or documentation required under the FAP in order to complete the application for financial assistance. The notice will provide a deadline of 30 days when the information must be received by Patient Financial Services (PFS). In addition, the written notice will contain information about the specific ECA that will be initiated or resumed if the application is not completed and the balance is not paid.
 - iii. Notice will include copy of the FAP Plain Language Summary.
 - iv. If the guarantor who has submitted the incomplete application completes the application for financial assistance, and PFS determines definitively that the responsible individual is ineligible for any financial assistance under the FAP:
 1. The guarantor will be notified of the determination.
 2. WellSpan Health may resume ECAs or initiate ECAs as long as the 30-day prior written notice has been completed and the period of 120 days after the first post discharge statement has been met.
 - v. If the guarantor who has submitted the incomplete application completes the application for financial assistance, and PFS determines the guarantor is eligible for financial assistance under the FAP:
 1. The appropriate financial assistance discount will be applied to the account balance.
 2. The guarantor will be notified of the determination along with any amount that remains payable by the guarantor.
 3. All reasonably available measures will be taken to reverse ECA's on the approved account(s).

6. Processing Complete Financial Assistance Applications

- a. If any guarantor submits a complete application for financial assistance under the FAP prior to the application deadline (240 days beginning with first post-discharge statement), the following steps will be completed:
 - i. If applicable, Extraordinary Collection Actions (ECAs) will be suspended. (see section 8. for additional details)
 - ii. The appropriate financial assistance discount will be applied to the account balance.
 - iii. The guarantor will be notified of the determination along with any amount that remains payable by the guarantor.

7. Discount for income within 351-400% FPL

- a. Patients/guarantors who complete an application for Financial Assistance whose gross income falls between 351-400% of the FPL level and meet all other Financial Assistance qualifications ([MAP 118](#)) will be eligible for a 40% discount of self-pay balances.

# of Family Members	351% and 400% (40% Discount)
1	\$44,661-\$51,040
2	\$60,341-\$68,960
3	\$76,021-\$86,800
4	\$91,701-\$104,800
5	\$107,381-\$122,720
6	\$123,061-\$140,640
7	\$138,741-\$158,560
8	\$154,421-\$176,480

For families with more than eight members, add \$4,480 for each additional member.

Liquid Asset Guidelines

1 individual - \$25,000 asset limit
 Couple - \$30,000 asset limit

WellSpan will use discretion in applying these asset limits based on the patient account balance

Adjustments will be made using Epic code: **Requested GL from Finance**

8. WellSpan York Hospital Dental Center / Hoodner Dental Center Sliding Fee Scale for Eligible Patients

- a. Patients of the WellSpan York Hospital Dental Center and Hoodner Dental Center will receive discounts under the following categories as outlined in the Sliding Fee Scale- Dental Services based upon their FPL after completion and approval of Financial Assistance application.

Category I: Patients' whose income is less than or equal to 300% of Federal Poverty Guideline
 Category II: Patients between 301% and 350% of Federal Poverty Guideline
 Category III: Patients between 351% and 400% of Federal Poverty Guideline

Adjustments will be made using Epic code: **Requested GL from Finance**

Category IV: Patients 401% of poverty level and greater do not qualify for financial assistance. However, all uninsured patients qualify for a 20% "no insurance" discount, regardless of income.

SLIDING FEE SCALE – DENTAL SERVICES

Procedure Types	Category I	Category II	Category III	Category IV
<i>General Procedures (preventive, basic restorative, root canals, and extractions)</i>	70% discount	40% discount	30% discount	Uninsured 20% discount available
<i>Procedures with Lab Costs (crowns, dentures, bridges, etc.)</i>	50% discount	40% discount	30% discount	
<i>Esthetic procedures & Dental implants</i>	No discounts available			

9. Self-Pay (Uninsured) Discount

- a. All uninsured patients will qualify for a 20% no insurance discount, regardless of income.

10. Prompt Pay Discount

- a. Undetermined at this time

11. Presumptive Charity

- a. Patients who are unable to complete a FAP application form may be eligible for Financial Assistance if other evidence is available which may indicate financial hardship. This information may be obtained from a patient interview, credit bureau, or other available records. Consideration may be given on an individual basis
- b. Other provisions under presumptive eligibility:
 - i. Deceased with no estate – based on the conclusion that the decedent has no assets, and therefore no ability to pay. Epic Adjustment Code: 5011.
 - ii. Accounts uncollectible due to discharge of account by bankruptcy. Epic Adjustment Code: 5003.
 - iii. Patients who are homeless at the time of registration or admission. Epic Adjustment Code: 9046.
 - iv. If it has been determined that a patient has been approved for Medical Assistance, all accounts currently delinquent (30 days), non-bad debt, with balances will be written off to presumptive charity. Epic Adjustment Code: 9046.
 - v. Qualified individuals under another organization’s similar Financial Assistance application process.
 - vi. Patients listed for ECA’s will be scored through a credit bureau. This score will cause a “soft hit” on the guarantor’s credit file and will not affect the guarantor’s credit score. All accounts that score below 499 and

have no payments applied to the account will be qualified for Financial Assistance. (pending at this time).

- vii. The guarantor' propensity to pay will be scored and based on that assessment of the guarantor's likelihood to pay and dollar amount of the account. (Evaluating Presumptive Charity prior to the accounts being placed with collections for all entities.) Epic Adjustment Code: 9046 (pending at this time.)

When it is determined that the guarantor is not eligible for the highest level of assistance:

- i. Will notify patient about the basis for presumptive eligibility determination
- ii. Provide information on how to apply for more generous assistance under the FAP
- iii. Outline the period of time the guarantor has to provide requested information before initiating ECA's.

12. Initiating Extraordinary Collection Actions

- a. WellSpan Health will not engage in ECAs, either directly or by any debt collection agency or other party to which the hospital has referred the patient's debt, before reasonable efforts are made to determine whether a guarantor is eligible for assistance under the FAP as outlined in sections 1 through 11 of this policy.
 - i. Reasonable efforts also include:
 - 1. If a guarantor has applied for financial assistance under the FAP in the last six (6) months, and PFS determines definitively that the guarantor is ineligible for any financial assistance under the FAP, WellSpan Health may initiate ECAs.
 - ii. Subject to compliance with the provisions of this policy, WellSpan Health may take any and all legal actions, including ECA, to obtain payment for medical services provided.
 - 1. ECA's include the following:
 - a. Authorization for external collection agencies to report unpaid accounts to credit agencies, and
 - b. To file litigation, garnishment, obtain judgement liens and execute upon such judgement liens using lawful means of collection; provided, however, that prior approval of PFS shall be required before initial lawsuits may be initiated.
 - iii. WellSpan and external collection agencies may also take any and all other legal actions including, but not limited to telephone calls, emails, texts, mailing notices and skip tracing to obtain payment for medical services provided.

13. Policy Availability

Contact WellSpan Customer Service at (717)851-5051 or (866)803-5337 for information regarding eligibility or the programs that may be available to you, to request a copy of the Plain Language Summary, FAP, FAP application form, or Collection Policy to be mailed to you, or if you need a copy of the Plain Language Summary, FAP, FAP application form, or Collection Policy translated to Spanish. Full disclosure of the Plain Language Summary, FAP, FAP application form, or Collection Policy may be found at www.wellspan.org. A paper copy of our Plain Language Summary, FAP, FAP application form, or Collection Policy can be obtained at all our facilities.

DEFINITIONS:

Plain Language Summary (PLS) means a written statement that notifies an individual that WellSpan offers financial assistance under the FAP for inpatient and outpatient hospital services and contains the required information needed for an individual to apply for financial assistance.

Application Period means the period during which WellSpan Health must accept and process an application for financial assistance under the FAP. The application period begins on the date the care is provided and ends on the 240th day after WellSpan Health provides the first billing statement.

Billing Deadline means the date after which WellSpan Health may initiate an extraordinary collection action (ECA) against a guarantor who failed to submit an application for financial assistance under the FAP. The Billing Deadline is specified in a written notice to the guarantor and is provided at least 30 days prior to such a deadline, but no earlier than the last day of the 120-day post-discharge date.

Completion Deadline means the date after which WellSpan Health may initiate or resume an ECA against an guarantor who has submitted an incomplete FAP if that individual has not provided the missing information and/or documentation necessary to complete the application. The completion deadline will be specified in a written notice and will be no earlier than the later of : 1) 30 days after WellSpan Health provides the guarantor with the notice; or 2) last day of the Application Period.

Extraordinary Collection Action's (ECA's) means any action against an individual responsible for a bill and requires legal or judicial process or reporting for adverse information about the guarantor to consumer reporting agencies/credit bureaus.

FAP-Eligible Individual means a guarantor is eligible for financial assistance under the FAP without regard to whether the individual has applied for assistance.

Financial Assistance Policy (FAP) means WellSpan Health Financial Assistance Program which includes eligibility criteria, the basis for calculating charges, the method for applying the policy, and the measures to publicize the policy, and sets forth the financial assistance program and income guidelines.

Notification Period means the period during which WellSpan Health must notify a guarantor about its FAP in order to have made reasonable efforts to determine whether the guarantor is FAP-eligible. The Notification Period begins on the first date care is provided to the individual and ends on the 120th day after WellSpan Health provided the guarantor with the first billing statement for the care.

Patient Financial Services (PFS) means the operating unit of WellSpan Health responsible for billing and collecting self-pay accounts

Guarantor means the patient and any other individual having financial responsibility for a self-pay account. There may be more than one guarantor

Self-Pay Account means that portion of a patient account that is the individual responsibility of the patient or other guarantor, net of the application of payments made by any available healthcare insurance or other third party payor (including co-payments, co-insurances and deductibles, and net of any reduction or write off made with respect to such a patient account after application of the FAP Assistance Program, as applicable).