

## TITLE: Credit and Collection Policy

**EFFECTIVE DATE**: January 2021

OWNER OF THIS POLICY: VP, Revenue Management

<u>SCOPE</u>: This Policy Applies to Baptist Hospital, Gulf Breeze Hospital, Jay Hospital, and Baptist Physician Enterprise (ambulatory setting).

<u>STATEMENT OF PURPOSE</u>: To create a fair and efficient process of collecting payment for services rendered that will reflect Baptist Health Care's goal of providing quality health care to the community it serves regardless of race, creed, color, sex, national origin, sexual orientation, handicap, age or ability to pay.

## **DEFINITION:**

**Emergency Medical Condition** means a condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in placing the individual's health [or the health of an unborn child] in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of bodily organs. Additional information is available in Hospital's EMTALA policy which can be accessed on the Baptist Health Care web page at www.ebaptisthealthcare.org or upon request from a financial assistance counselor.

## POLICY:

Baptist Hospital, Gulf Breeze Hospital and Jay Hospital comply with Federal EMTALA laws and state regulations supporting a patient's right to treatment for an Emergency Medical Condition. Any patient who comes to a hospital's dedicated emergency department will be given a medical screening exam and stabilized, admitted or transferred without regard to the patient's identification, insurance coverage, or ability to pay. Baptist Health Care (BHC) has established the goal of meeting the medical needs of the communities it serves. This encompasses the following:

- 1. Treat all patients equally with dignity, respect, and confidentiality.
- 2. Evaluate all requests for financial assistance using established guidelines
- 3. Respond promptly to patient inquiries regarding their bills and requests for financial assistance.
- 4. Ensure outside collection agencies follow billing and collection guidelines.

5. Follow a consistent collection program that enables Baptist Health Care to communicate financial responsibility to the patient for services that are rendered.

## PROCEDURE:

- 1. Patient Liability –The patient or the patient's legal representative is ultimately responsible for all charges incurred. BHC will bill the patient's insurance carrier (including managed care plans) as dictated by contract terms, after verification of eligibility and benefits.
  - a. Verification of Information All information given regarding the ability to pay or responsible party including third-party insurance, auto insurance coverage and fault, accident reports, employment status, credit status, etc., will be subject to verification.
  - b. Insufficient Insurance Information Determination of insurance eligibility is based in large part on information supplied by the patient or guarantor. If there is insufficient information to submit an insurance claim, the patient may become responsible for the balance in full.
- 2. Emergency or Urgent Services Medical services will be provided regardless of the patient's ability to pay; however, the credit policies will be enforced after emergency or urgent services have been rendered.
- 3. Health Insurance Coverage
  - a. Assignment of Benefits BHC will bill the patient's insurance plan if the patient provides the required insurance information and signs a consent/assignment of benefits statement.
  - b. Co-Payments/Deductibles/Co-insurance Patients with insurance that cover a portion of the rendered services (co-payment) or a pre-set deductible must pay the difference between the insurance allowable and the anticipated insurance payment. This payment will be requested and is due at the time of service or discharge. Co-payments/deductibles/co-insurance are a contractual obligation the patient has with their personal insurance coverage/company. It is contractually required that BHC attempt to collect co-payments/deductible/co-insurance from the patient. A pre-admission, pre-service deposit may be required.
  - c. Contractual Adjustments Health insurance and governmental agency contractual adjustments will be posted in accordance to payer contracts.
- 4. Pre-admission/Pre-service Deposits: BHC recognizes that as patients' out of pocket contractual requirements (co-payments/deductibles/co-insurance) increase, patients may not be able to pay entire out-of-pocket at the time of service.
  - a. BHC will allow deposits to be paid by the patient.
  - b. Deposits will reduce the outstanding balance; however will not remove the obligation of paying the remaining balance.
  - c. If a patient becomes eligible for financial assistance, any deposit made by the patient that is greater than \$5.00 or the Amounts Generally Billed (AGB) will be refunded to the patient.

- d. If a patient cannot pay the minimum required deposit, the patient must reschedule services until minimum deposit can be made.
- e. If patient does not wish to reschedule stating the service is emergent or medically necessary, the service must be presented to Chief Medical Officer to determine if service can be rescheduled or should occur.
- f. Regardless, if the service is deemed emergent, the patient is still responsible for the outstanding balance.
- 5. Pre-service Program BHC will pre-register all patients when possible. The method of payment will be verified prior to the patient's encounter for treatment.
- 6. Uninsured Patients/Non-covered Services Payment for all charges that are not covered by insurance are due and payable at the time services are rendered or on the date of discharge. A pre-admission/pre-service deposit may be required for elective services prior to admission or outpatient services.
- 7. Elective Self Pay Patients in this classification will be evaluated for financial liability prior to admission.
  - a. The patient will be asked to pay the estimated cost of the procedure before the service is rendered.
  - b. If satisfactory payment arrangements cannot be reached with the patient, a representative will contact the admitting physician to determine if the procedure is emergent or if it can be rescheduled until acceptable payment arrangements can be established with the patient.
  - c. Procedures deemed emergent by the ordering physician will be scheduled; nonemergent procedures will be delayed until acceptable payment arrangements can be established.
  - d. Determination of emergent services may require physician peer-or-peer review with Chief Medical Officer and the ordering physician.
- 8. Flat fee, pre-paid surgical procedures BHC offers a limited number of flat-fee, pre-paid surgical procedures.
  - a. In order to qualify for a flat-fee, pre-paid rate, the patient must pre-pay the flat fee pre-service.
  - b. Additionally, the patient must sign a flat-fee, pre-paid contract that will outline the expected pre-operative, inpatient, and post-operative course and the related charges that are included in the flat fee price.
  - c. If a patient becomes eligible for financial assistance any amount paid greater than \$5.00 or the AGB will be refunded to the patient.
- 9. Emergent Diagnostic Services BHC will perform diagnostic services for any patient regardless of their ability to pay when the medical staff member specially annotates that the requested test or procedure is "stat." Determination of emergent services may require physician peer-to-peer review with Chief Medical Officer and the ordering physician.

- 10. In-House Collections and follow-up:
  - a. In the event the patient's liability portion was not defined and/or collected at the time of service, the patient or guarantor may be contacted while in-house by a representative to review all available financial assistance options.
  - b. Patients will receive a plain language summary with each post discharge billing statement.
  - c. BHC will make reasonable efforts to educate patients about the financial assistance policy with each registration.
- 11. Patient Payment Options BHC offers the following payment options.
  - a. Cash Payments BHC will accept cash for payment of self-pay portions. Cash received will be receipted and posted on patient's account.
  - b. Check BHC reserves the right to delay scheduling elective procedures until the pre-payment check has cleared.
  - c. Credit Card Payments BHC will accept Visa, MasterCard, Discover and American Express. BHC reserves the right to authorize credit card transactions in advance of accepting payment for non-emergent services.
- 12. Patient Financial Assistance Options BHC offers the following financial assistance options and representatives are available to review these choices with patients:
- 13. External Loan Program If a patient is unable to make full payment of the patient balance when due, periodic, partial payments may be approved.
- 14. Financial Assistance BHC is committed to providing medically necessary quality health care to those who are unable to pay.
  - a. If a patient is found to be financially indigent or medically indigent as defined in BHC's *Financial Assistance Policy* guidelines and the Financial Assistance Application and supporting documentation has been approved, appropriate Financial Assistance discounts will be applied to the patient's account(s).
    - i. On any financial assistance application received that is incomplete a patient will be given 30 days to provide necessary documentation for processing. No extraordinary collection activities (ECAs) will take place during this period of time. The patient will be sent written communication of the needed documentation and the 30-day time limit before ECAs.
    - ii. No ECA will happen on any pending financial assistance account. If approved any ECA will be reversed.
- 15. Third-Party Litigation BHC will not become involved in disputes arising from third-party claims such as slip and falls, dog bites, guarantor in child custody situations, etc. BHC does not accept letter of protection for payment of services.
- 16. Collection Agencies Accounts with balances that cannot be collected by BHC within 120 days from first post discharge statement through normal business procedures may be referred to a collection agency for further collection action.
  - a. The collection agency will begin collection actions immediately following a 30-day

- pre-collect notice.
- b. All collection agencies will enter into a binding agreement regarding credit and collections as well as financial assistance.
- c. Collection agency may report to patient credit report any unpaid balance.
- 17. Legal action If deemed appropriate by the Executive Director of Patient Financial Services and/or Vice President, Revenue Management, BHC may take legal action, including seeking a judgment against a patient, in order to collect balances owed.
- 18. Attorney agreement to pay BHC will not accept a letter of promise to pay from a patient or patient's attorney in effort to continue service without payment.

RELATED POLICIES/PROCEDURES: Financial Assistance Policy

RESCISSION: 580-003 Credit and Collection, effective 08/19, is hereby rescinded.