

	Version #: 4
<b>Title: Billing and Collection</b>	

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**Printed copies are for reference only. Please refer to the electronic copy for the latest version.**

**PURPOSE:**

This policy applies to Sauk Prairie Healthcare and its employed medical practitioners (collectively “SPH”) and, together with its Community Care and Financial Assistance Policy, is intended to meet the requirements of applicable federal, state, and local laws, including, without limitation, section 501(r) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder. This policy establishes the process for assisting patients in resolving any balances that are determined to be their responsibility as well as actions that may be taken in the event of nonpayment for medical care provided by SPH, including, but not limited to, Extraordinary Collection Actions (ECA). The guiding principles behind this policy are to treat all patients and Responsible Parties equally, with dignity and respect, to ensure appropriate billing and collection procedures are uniformly followed, and to ensure that reasonable efforts are made to determine whether the Guarantor for payment of all or a portion of a patient account is eligible for assistance under the Financial Assistance Policy (FAP).

**SCOPE:**

This policy applies to Sauk Prairie Healthcare and its employed medical practitioners (collectively “SPH”)

**DEFINITIONS:**

1. **Plain Language Summary:** A written statement that notifies an Individual(s) that SPH offers financial assistance under the FAP for inpatient, outpatient, and professional services provided by SPH employed practitioners and contains the information required to be included in such statement under the FAP.
2. **Application Period:** The period during which SPH 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 SPH provides the first post-discharge billing statement.
3. **Billing Deadline:** The date after which SPH or collection agency may initiate an ECA against a Guarantor who has failed to submit an application for Financial Assistance under the FAP. The Billing Deadline must be specified in a written notice to the Guarantor, provided at least 30 days prior to such deadline, but no earlier than 120 days after the first post-discharge statement.
4. **Completion Deadline:** The date after which SPH or collection agency may initiate or resume an ECA against the Guarantor who has submitted an incomplete FAP, if the guarantor has not provided the missing information and/or documentation necessary to complete the application or such application has been denied. The Completion Deadline must be specified in a written notice and must be no earlier than the later of (1) 30 days after SPH provides the Guarantor with this notice; or (2) the last day of the Application Period.
5. **Extraordinary Collection Action (ECA):** Any action against a Guarantor for a bill related to obtaining payment of a Self-Pay Account that requires a legal or judicial process or reporting adverse information about the Responsible Individual to consumer credit reporting agencies/credit bureaus. ECAs do not include transferring of a Self-Pay Account to another party for purposes of collection without the use of any ECAs.

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6. FAP-Eligible Individual(s): A Guarantor eligible for Financial Assistance under the FAP, without regard to whether the Individual(s) has applied for assistance.
7. Financial Assistance Policy (FAP): SPH's Community Care and Financial Assistance Policy, 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.
8. PFS: Patient Financial Services, the operating unit of SPH responsible for billing and collecting Self-Pay Accounts. They hold responsibility for reviewing the reasonable efforts to collect and approval of extraordinary collection actions.
9. Guarantor: The individual person that is financially responsible for a Self-Pay Account.
10. Self-Pay Account: That portion of a patient account that is the individual responsibility of the patient or other Guarantor, net of the application of payments and/or discounts made by any available healthcare insurance or other third-party payor (i.e., co-payments, co-insurance and deductibles), and net of any reduction or write-off made with respect to such patient account after application of an assistance program, as applicable.

**POLICY:**

1. Any balances after insurance (co-insurance, deductible, and or co-pays) must be paid as indicated by the patient's insurance company. For scheduled procedures, attempts will be made to collect these balances prior to or at the time of service.
2. Patients that are uninsured or have services that are deemed non-covered or are not prior authorized by their insurance company, may be asked to make payment prior to service. Medically necessary services will be eligible for a self-pay discount. The self-pay discount amount is evaluated yearly.
3. Patients that are uninsured and do not qualify for assistance under the Community Care and Financial Assistance Policy, are eligible for a 45.3% self-pay discount. This discount percentage represents Sauk Prairie Healthcare's average discount on services for patients covered by non-governmental insurance carriers. This percentage will be updated April 1<sup>st</sup> annually.
4. Payment plan arrangements are available for guarantors who are unable to pay their outstanding balance in one payment.
  - a. Payment plans offered by SPH cannot exceed 10 months.
  - b. For guarantors who need to extend their payment arrangements beyond 10 months, a referral will be made to Sauk Prairie Healthcare's Payment Plan vendor. Depending on terms made between the guarantor and vendor, minimal interest may apply.
  - c. If a payment plan arrangement is defaulted, Sauk Prairie Healthcare will attempt to reach the guarantor for payment following the procedures outlined in item 7 below, up to and including any necessary Extraordinary Collection Actions (ECAs), to obtain payment.
5. All patients will be offered a Plain Language Summary and an application form for Financial Assistance in accordance with the Community Care and Financial Assistance Policy, to assist if they are unable to meet their financial obligations.
6. At least two separate statements and a letter for collection of Self-Pay Accounts shall be mailed to the last known address of Guarantor; provided, however, that no additional statements need be sent after a Guarantor submits a complete application for financial assistance under the FAP or has paid-in-full. At least 120 days shall have elapsed between the first and last of the required mailings. 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" will have been made.
7. Self-pay account statements will include, but are not limited to:

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- a. An accurate summary of services on the first statement and subsequent statements will provide a balance carried forward.
  - b. The charges for such services.
  - c. The amount required to be paid by the Guarantor.
  - d. Written notice that notifies and informs the Guarantor about the availability of Financial Assistance under the hospital FAP, including the telephone number of the department and direct website address where copies of documents may be obtained.
8. At least one of the statements mailed will include written notice that informs the Guarantor about the ECAs that are intended to 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 deadline specified in the statement. A Plain Language Summary will accompany this 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" will have been made.
  9. Prior to initiation of any ECAs, an oral attempt will be made to contact the Guarantor 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 Financial Assistance that may be available under the FAP.
  10. Subject to compliance with the provisions of this policy, SPH may take any and all legal actions, including Extraordinary Collection Actions (ECAs), to obtain payment for medical services provided.
  11. SPH will not engage in ECA's 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.
  12. ECAs may be commenced as follows:
    - a. If the Guarantor fails to apply for Financial Assistance under the FAP by 120 days after the first post-discharge statement, and the Guarantor has received a statement with a Billing Deadline described in Section III.E above, then SPH or collection agency may initiate ECAs.
    - b. If the Guarantor submits an incomplete application for Financial Assistance under the FAP prior to the Application Deadline, then ECAs may not be initiated until after each of the following steps has been completed:
      - i. PFS 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, which notice will include a copy of the Plain Language Summary.
      - ii. PFS provides the Guarantor with at least 30 days' prior written notice of the ECAs that SPH or collection agency may initiate against the Guarantor if the FAP application is not completed or payment is not made; provided, however, that the Completion Deadline for payment may not be set prior to 120 days after the first post-discharge statement.
      - iii. If the Guarantor who has submitted the incomplete application completes the application for Financial Assistance, and PFS determines definitively that the Guarantor is ineligible for any Financial Assistance under the FAP, SPH will inform the Guarantor in writing of the denial and include a 30 days' prior written notice of the ECAs that SPH or a collection agency may initiate against the Guarantor; provided, however, that the Billing Deadline may not be set prior to 120 days after the first post-discharge statement.

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- iv. If the Guarantor who has submitted the incomplete application fails to complete the application by the Completion Deadline set in the notice provided, then ECAs may be initiated.
  - v. If an application, complete or incomplete, for Financial Assistance under the FAP is submitted by a Guarantor, at any time prior to the Application Deadline, SPH will suspend ECAs while such Financial Assistance application is pending.
13. After the commencement of ECAs, collection agencies shall be authorized to report unpaid accounts to credit agencies, and to file judicial or legal action, garnishment, obtain judgment liens and execute upon such judgment liens using lawful means of collection; provided, however, that prior approval of PFS shall be required before initial lawsuits may be initiated.
14. SPH 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.

**Policy Availability:**

Contact our Business Office at 608-643-7190 for information regarding eligibility or the programs that may be available to you, to request a copy of the FAP, FAP application form, or Collection Policy to be mailed to you, or if you need a copy of the FAP, FAP application form, or Collection Policy translated.

Full disclosure of the FAP, FAP application form, or Collection Policy may be found at [www.saukprairiehealthcare.org](http://www.saukprairiehealthcare.org). A paper copy of our FAP, FAP application form, or Collection Policy can be obtained at our facility located at 260 26<sup>th</sup> St Prairie du Sac, WI 53578 at the PFS office, admissions and registration areas, or emergency department.

**RELATED DOCUMENT(S) AND LINK(S):**

NONE

**ATTACHMENT(S):**

1. CC Service Area
2. Community Care and Financial Assistance Policy

**REFERENCES:**

1. Community Care and Financial Assistance policy
2. Guarantor Guidelines