

Policy Name:	BSMH Medical Group Billing & Collections Policy		
Policy Number:			
Department:	Finance		
Functional Area:	Finance		
Approved by:	BSMH Medical Group Finance Leadership		
Effective Date:	3/1/2024		
Version:	2.0		
Policy Status:	Approved		

***I. Policy (High Concept)***

BSMH is committed to providing education to patients and guarantors as it relates to billing and collections of payment for services rendered. BSMH will not engage in any extraordinary collection actions (as defined herein) against an individual to obtain payment for care before reasonable efforts have been made to determine whether the individual is eligible for assistance for the care under the Bon Secours Mercy Health Medical Group (BSMHMG) HFA Policy.

***II. Purpose (Three Key Messages)***

In the light of its mission to improve the health of its communities, with special emphasis on the poor and underserved, and in the spirit of the healing ministry of Jesus, Bon Secours Mercy Health is committed to providing education to patients and guarantors as it relates to billing and collections of payment for services rendered. Payment on accounts will be pursued consistently, regardless of race, age, gender, ethnic background, national origin, citizenship, primary language, religion, education, employment or student status, disposition, relationship, insurance coverage, community standing, or any other discriminatory differentiating factor. To that end, BSMH will not engage in any extraordinary collection actions (as defined herein) against an individual to obtain payment for care before reasonable efforts have been made to determine whether the individual is eligible for assistance for the care under the BSMHMG HFA Policy.

Every guarantor will be given reasonable time and communication to be aware of and understand their financial responsibility. The guarantor will be held financially responsible for services actually provided and adequately documented. BSMH representatives and/or its designee will widely publicize the BSMHMG HFA Policy by, among other things, offering a copy of the plain language summary of the policy prior to the patient being discharged. Understanding each guarantor’s insurance coverage is the responsibility of the guarantor. Any self-pay liability secondary to insurance coverage is defined by the guarantor’s insurance coverage and benefit design. BSMH relies on the explanation of benefits and other information from the guarantor and the insurance carrier for eligibility, adjudication of the claim, and patient responsibility determinations.

***III. Scope (Populations to which the policy applies)***

This Billing and Collections policy applies to the following BSMH Medical Group Practice Locations. The Billing and Collections Policy applies to BSMH Medical Group Practice Locations in the United States of America (“USA”) and does not include any medical practices located outside of the USA:

BSMH Virtual Health, LLC

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Cincinnati

- Mercy Health Physicians Cincinnati LLC medical practice locations
- Mercy Health Physicians Cincinnati Specialty Care LLC medical practice locations

Kentucky

- Mercy Health Physicians Kentucky LLC medical practice locations
- Mercy Health Physicians Kentucky Specialty Care LLC medical practice locations

Lima

- Mercy Health Physicians Lima LLC medical practice locations
- Mercy Health Physicians Lima Specialty Care LLC medical practice locations

Lorain

- Mercy Health Physicians Lorain LLC medical practice locations
- Mercy Health Physicians Lorain Specialty Care LLC medical practice locations

Springfield

- Mercy Health Physicians Cincinnati LLC medical practice locations
- Mercy Health Physicians Springfield Primary Care LLC medical practice locations
- Mercy Health Physicians Springfield Specialty Care LLC medical practice locations

Toledo

- Mercy Health Physicians – North LLC medical practice locations
- Mercy Medical Partners, Northern Region, LLC medical practice locations
- Mercy Health Physicians North Specialty Care LLC medical practice locations
- Mercy Medical Partners, Northern Region Specialty Care LLC medical practice locations

Youngstown

- Mercy Health Physicians Youngstown LLC medical practice locations
- Mercy Health Physicians Youngstown Specialty Care LLC medical practice locations

Richmond

- Bon Secours Medical Group Richmond Primary Care LLC medical practice locations
- Bon Secours Medical Group Richmond Specialty Care LLC medical practice locations

Rappahannock

- Bon Secours Medical Group Richmond Primary Care LLC medical practice locations
- Bon Secours Medical Group Richmond Specialty Care LLC medical practice locations

Hampton Roads

- Bon Secours Medical Group Hampton Roads Primary Care LLC medical practice locations

- Bon Secours Medical Group Hampton Roads Specialty medical practice locations

South Carolina

- St. Francis Physician Services, Inc. medical practice locations
- Bon Secours Medical Group Greenville Specialty Care LLC medical practice locations

**IV. Policy Details (Supporting Points)**

Policy:

A statement of hospital services is sent to the patient/guarantor in incremental billing cycles. In cases when the patient has no insurance coverage, that is a self-pay patient, the statement is sent after services are rendered. In most cases when patients have coverage through an insurance carrier, the statements are sent after the services have been rendered, claim is submitted, and claim has been adjudicated by the insurance carrier. There are some cases, for example, when there is a stop in the adjudication of a claim due to the patient needing to provide additional information, where a statement will be sent to the patient and/or guarantor prior to claim processing.

BSMHMG representatives and/or their designees may attempt to contact the patient/guarantor (via telephone, mail, or email) during the statement billing cycle in order to pursue collections. Collection efforts are documented on the patient’s account.

Statement Cycle:

The statement cycle will be measured from the first statement sent to the patient (date sent) and include the following:

- Subsequent statements sent to the patient/guarantor in 30 day increments to derive at the statement process:
  - 1st – Date of first billing
  - 2nd – 30 Days post
  - 3rd – 60 Days post
  - 4th – 90 Days post and notice of submission to Collection Agency if amounts left unpaid or the BSMHMG HFA application not received
  - 5th – 120 Days post – Submission to Collection Agency (letter sent from Collections), subject to the provisions of this policy.
  - A secondary or tertiary Collection Agency may be used, subject to the provisions of this policy.

Extraordinary Collection Actions (ECAs):

- As defined in the definitions section of this document, ECAs include legal or Judicial actions including, but not limited to placing a lien on an individual, foreclosing on an individual’s real property, attachment or seizure of an individual’s bank accounts or personal property, engaging in a civil action against an individual, causing an arrest or a writ of body attachment, and garnishing an individual’s wages or other income.
- BSMH will not perform any of these legal actions or approve of the use of legal actions by any vendors working on behalf of BSMH. BSMH will periodically perform credit bureau reporting in certain circumstances.
- BSMH will not engage in any ECAs against an individual to obtain payment before

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making reasonable efforts to determine whether the individual is eligible for assistance under the HFA Policy.

- BSMH will not defer or deny, or require a payment before providing, medically necessary care because of an individual’s nonpayment of one or more bills for previously provided care covered under the BSMHMG HFA Policy.

Efforts to Determine BSMHMG HFA Eligibility:

- BSMH will allow patients to submit complete BSMHMG HFA applications during a 240-day Application Period (as defined herein).
- BSMH will not engage in ECAs against the patient or guarantor without making reasonable efforts to determine the patient’s eligibility under the BSMHMG HFA Policy. Specifically:
  - BSMH will notify individuals about the BSMHMG HFA Policy as described herein before initiating any ECAs to obtain payment for the care and refrain from initiating such ECAs for at least 120 days from the first post-discharge billing statement for the care.
  - If BSMH intends to pursue ECAs, the following will occur at least 30 days before first initiating one or more ECAs:
    - BSMH will notify the patient in writing that financial assistance is available for eligible individuals, identifies the ECAs the facility (or other authorized party) intends to initiate to obtain payment for the care, and states a deadline after which such ECAs may be initiated that is no earlier than 30 days after the date that the written notice is provided;
    - The above notice will include a plain language summary of the BSMHMG HFA Policy;
    - BSMH will make a reasonable effort to orally notify the patient about the BSMHMG HFA Policy and how the individual may obtain assistance with the application process.
  - If BSMH aggregates an individual’s outstanding bills for multiple episodes of care before initiating one or more ECAs to obtain payment for those bills, it will refrain from initiating the ECAs until 120 days after it provided the first post-discharge billing statement for the most recent episode of care included in the aggregation.

Processing BSMHMG HFA Applications:

- If an individual submits an incomplete BSMHMG HFA application during the Application Period, BSMH, will:
  - Suspend any ECAs to obtain payment for the care; and
  - Provide the individual with a written notice that describes the additional information and/or documentation required under the BSMHMG HFA Policy or BSMHMG HFA application form that must be submitted to complete the application and that includes the BSMH contact information set forth at the end of this policy.
- If an individual submits a complete BSMHMG HFA application during the Application Period, BSMH will:
  - Suspend any ECAs to obtain payment for the care;
  - Make an eligibility determination as to whether the individual is BSMHMG HFA-Eligible for the care and notify the individual in writing of the eligibility determination (including, if applicable, the assistance for which the individual is

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- eligible) and the basis for this determination.
- If the individual is determined to be BSMHMG HFA-Eligible for the care, BSMH will:
  - If the individual is determined to be eligible for assistance other than free care, provide the individual with the following:
    - A billing statement that indicates the amount the individual owes for the care as an BSMHMG HFA-Eligible individual
    - How that amount was determined and
    - State, or describe how the individual can get information regarding, the AGB for the care; or
    - State, or describe how the individual can apply for more generous assistance under the BSMHMG HFA.
  - Refund to the individual any amount he or she paid for the care (whether to BSMH or any other party to whom BSMH has referred to sold the individual’s debt for the care) that exceeds the amount he or she is determined to be personally responsible for paying as an B HFA-Eligible individual, unless such excess amount is less than \$5 (or such other amount published in the Internal Revenue Bulletin).
  - Take all reasonably available measures to reverse any ECA (with the exception of a sale of debt) taken against the individual to obtain payment for the care.
- When no BSMHMG HFA application is submitted, unless and until BSMH receives a BSMHMG HFA application during the Application Period, BSMH, as applicable, may initiate ECAs to obtain payment for the care once it has notified the individual about the BSMHMG HFA as described herein.

Miscellaneous Provisions:

- **Anti-Abuse Rule** – BSMH will not base its determination that an individual is not BSMHMG HFA- eligible on information that BSMH has reason to believe is unreliable or incorrect or on information obtained from the individual under duress or through the use of coercive practices.
- **Determining Medicaid Eligibility** – BSMH will not fail to have made reasonable efforts to determine whether an individual is BSMHMG HFA-Eligible for care if, upon receiving a complete BSMHMG HFA application from an individual who BSMH believes may qualify for Medicaid, BSMH postpones determining whether the individual is BSMHMG HFA-Eligible for the care until after the individual’s Medicaid application has been completed and submitted and a determined as to the individual’s Medicaid eligibility has been made.
- **No Waiver of BSMHMG HFA Application** – Obtaining a signed waiver from an individual, such as a signed statement that the individual does not wish to apply for assistance under the BSMHMG HFA Policy or receive the notifications described herein, will not itself constitute a determination that the individual is not BSMHMG HFA-Eligible.
- **Final Authority for Determining BSMHMG HFA Eligibility** – Final authority for determining that BSMH has made reasonable efforts to determine whether an individual is BSMHMG HFA-Eligible and may therefore engage in ECAs against

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the individual rests with the BSMH Patient Financial Services Department.

- **Agreements with Other Parties** – If BSMH sells or refers an individual’s debt related to care to another party, BSMH will enter into a legally binding written agreement with the party that is reasonably designed to ensure that no ECAs are taken to obtain payment for the care until reasonable efforts have been made to determine whether the individual is BSMHMG HFA-Eligible for the care.
  
- **Providing Documents Electronically** – BSMH may provide any written notice or communication described in this policy electronically (for example, by email) to any individual who indicates he or she prefers to receive the written notice or communication electronically.

**V. Definitions**

- **Application Period** – The period during which BSMHMG must accept and process an application for financial assistance under the BSMHMG HFA submitted by an individual in order to have made reasonable efforts to determine whether the individual is eligible for financial assistance under the policy. The Application Period begins on the date the care is provided and ends on the latter of the 240th day after the date that the first post-discharge billing statement for the care is provided or at least 30 days after BSMHMG provides the individual with a written notice that sets a deadline after which ECAs may be initiated.
  
- **BSMH** – Bon Secours Mercy Health and Bon Secours Mercy Health Medical Group
  
- **BSMHMG** – Bon Secours Mercy Health Medical Group
  
- **BSMH Medical Group Practice Locations** – Bon Secours Mercy Health medical practice locations managed and/or operated by subsidiaries of Bon Secours Mercy Health Medical Group.
  
- **ECAs** – ECAs are actions taken by a hospital facility against an individual related to obtaining payment of a bill for care covered under the hospital facility’s Financial Assistance Policy that involve reporting adverse information about an individual to consumer credit reporting agencies or credit bureaus, requiring payment before providing medical necessary care or denying care due to non-payment, or actions that require a legal or judicial process. Legal or Judicial actions include, but are not limited to placing a lien on an individual, foreclosing on an individual’s real property, attachment or seizure of an individual’s bank accounts or personal property, engaging in a civil action against an individual, causing an arrest or a writ of body attachment, and garnishing an individual’s wages or other income.
  
- **BSMHMG HFA** – BSMH Medical Group Healthcare Financial Assistance
  
- **BSMHMG HFA Policy**– BSMH Medical Group Healthcare Financial Assistance Policy.

- **BSMHMG HFA-Eligible Individual** – An individual eligible for financial assistance under the BSMHMG HFA Policy (without regard to whether the individual has applied for assistance under the BSMHMG HFA Policy).

**VI. Attachments**

Attachment 1 – BSMH Medical Group Contact Information Section

**VII. Related Policies**

BSMH maintains a separate BSMH Healthcare Financial Assistance Policy and Billing and Collections Policy for emergency and medically necessary care provided at BSMH hospital facilities. BSMH also maintains a separate BSMH Urgent Care Healthcare Financial Assistance Policy and Billing and Collections Policy for care provided at BSMH Urgent Care facilities. For further information, please see the following policies:

- BSMH Healthcare Financial Assistance Policy 502 – Hospitals
- BSMH Billing and Collections Policy 503 – Hospitals
- BSMH Urgent Care Healthcare Financial Assistance Policy
- BSMH Urgent Care Billing and Collections Policy

BSMH offer other options for uninsured or underinsured patients who do not qualify for financial assistance under the BSMHMG HFA Policy. For further information, please see the following BSMH policies:

- BSMH Medical Group Healthcare Financial Assistance Policy
- BSMH Uninsured / Self-Pay Discount Policy

**VIII. Version Control**

Version	Date	Description	Prepared By
1.0	1/31/2023	BSMHMG Billing & Collections Policy	Finance/Travis Crum
2.0	1/22/2024	BSMHMG Billing & Collections Policy	Finance/Travis Crum

**Contact Information:**

**Information:**

For more information, please contact BSMH as follows for **Bon Secours Mercy Health Medical Group medical practice locations in Ashland, Kentucky; Richmond, VA; Rappahannock, VA; Hampton Roads, VA; or South Carolina:**

<i>Website</i>	<a href="http://mercyhealthapps.com/files/BSMHVAll Markets Practice Field List MASTER FILE.xlsx">http://mercyhealthapps.com/files/BSMHVAll Markets Practice Field List MASTER FILE.xlsx</a>
<i>Telephone</i>	Virginia Medical Group: 888-835-9905 South Carolina Medical Group: 864-603-6080
<i>By Mail</i>	Bon Secours Mercy Health Financial Aid P.O. Box 631360 Cincinnati, OH 45263-1360

**Information:**

For more information, please contact BSMH follows for **Bon Secours Mercy Health Medical Group medical practice locations in Cincinnati, Ohio; Paducah, Kentucky; Irvine, Kentucky; Lima, Ohio; Lorain, Ohio; Springfield, Ohio; Toledo, Ohio; or Youngstown, Ohio:**

<i>Website</i>	<a href="http://mercyhealthapps.com/files/BSMHVAll Markets Practice Field List MASTER FILE.xlsx">http://mercyhealthapps.com/files/BSMHVAll Markets Practice Field List MASTER FILE.xlsx</a>
<i>Telephone</i>	1-855-732-0138
<i>By Mail</i>	Mercy Health Public Benefits Dept PO Box 631774 Cincinnati, OH 45263-1774