



Medina Surgery Center

Patient Accounting Services, Patient Billing and Collections Policy

Purpose:

The Medina Surgery Center 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, Medina Surgery Center will not engage in any extraordinary collection actions (or "ECAs" 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 a Medicaid, or a discount.

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. Understanding each patient's insurance coverage is the responsibility of the policyholder. Any residual patient liability secondary to insurance coverage is defined by the guarantor's insurance coverage and benefit design.

Medina Surgery Center relies on the explanation of benefits and other information from the guarantor and the insurance carrier for eligibility, adjudication of the claim, and patient out of pocket responsibility determinations.

Scope

The Guarantor Billing and Collection Policy applies to Medina Surgery Center

Definitions

Medina Surgery Center-Is a non-profit integrated ambulatory surgery center with Summa Health. Located in Northeast Ohio, United States.

Extraordinary Collection Actions (ECAs)-Include 1) selling an individual's debt to another party. 2) Reporting adverse information about the individual to consumer credit reporting agencies or credit bureaus. 3) Deferring or denying, or requiring payment before providing medically necessary care because of nonpayment of previous bills. 4) Actions that require a legal or judicial process such as

commencing a civil action against an individual and placing a lien on an individual's property (although exceptions include filing a proof of claim in bankruptcy or liens on personal injury judgements/settlements).

Policy

A statement of surgery center 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.

Medina Surgery Center representatives and/or their designees may attempt to contact the patient/guarantor (including but not limited to contact via telephone/cell phone, 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 and bad debt write off cycle will be measured from the first statement sent to the patient (date sent) and as depicted:

Patient Balance Due, Vision generates Statement	Statement #1 0-30 Days	Statement #2 31-60 Days	Statement #3 61-90 Days	Statement #4 91-120 Days
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Note: Bad debt assigned after 120 days inconsistent payments or 60 days inactivity.

Extraordinary Collection Actions (ECAs):

It is the policy of Medina ASC not to engage in ECAs (as noted in 'Definitions') against an individual to obtain payment for care before making reasonable efforts to determine whether the individual is eligible for Medicaid or discounts based on poverty guidelines.

Medina ASC may pursue all available means in the collection of delinquent accounts including those actions requiring a legal or judicial process. However, legal action will NOT include bank garnishment, repossession of assets and foreclosure. Medina ASC must be notified of and approve of any legal action being taken in the collection of delinquent accounts by any vendors working on behalf of Medina ASC.

Efforts to Determine Medicaid or Discount Eligibility:

- Medina ASC will allow patients to submit completed Medicaid or discount applications during a minimum 90 day application period.

- Medina ASC will not engage in ECAs against the patient or guarantor without making reasonable efforts to determine the patient's eligibility under the Medicaid or discount policy.
- If Medina ASC intends to pursue ECAs, the following will occur at least 30 days before first initiating one or more ECAs.
 - Medina ASC will notify the patient in writing that financial assistance is available to 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 3 days after the date that the written notice is provided. The above notice will include a plain language summary of the Medicaid and Medina ASC discount policy. Medina ASC will make a reasonable effort to orally notify the patient about the Medicaid and discount policy and how the individual may obtain assistance with the application process.
 - If Medina ASC 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-encounter billing statement for the most recent episode of care included in the aggregation.
 - If Medina ASC defers or denies, or requires a payment before providing, medically necessary care to an individual with one or more outstanding bills for previously provided care, Medina ASC will provide the individual with a Medicaid and/or discount application form and a written notice indicating that financial assistance is available for the eligible individuals and stating the deadline, if any, after which Medina ASC will no longer accept and process the discount application submitted (or, if applicable, completed) by the individuals for the previously-provided care. The deadline will be no earlier than the later of 30 days after the date that the written notice is provided or 90 days after the date that the first post-encounter billing statement for the previously-provided care was provided. Medina ASC will also provide the individual with a plain language summary of the discount policy with the written notice, and make a reasonable effort to orally notify the individual about Medina ASC's discount policy and about how the individual may obtain assistance with the discount application process. If the discount application is timely received by Medina ASC, it will process the application on an expedited basis.

Processing Discount Application

- If an individual submits an incomplete discount application during the application period, Medina ASC will:
 - Provide the individual with a written notice that describes the additional information and/or documentation required under the discount application form that must be submitted to complete the application and that includes the Medina ASC contact information set forth on page 5.
- If an individual submits a complete discount application during the application period, Medina ASC will:
 - Make an eligibility determination as to whether the individual is discount-eligible for the care and notify the individual in writing of the eligibility determination (including, if applicable, the assistance for which the individual is eligible) and the basis for this determination.

- If the individual is determined to be discount-eligible for their care, Medina ASC will:
 - If the individual is determined to be eligible for assistance other than free care, provide the individual with a billing statement that indicates the amount the individual owes for the care as an discount-eligible individual and how that amount was determined and states, or describes how the individual can get information regarding amount generally billed (AGB) for same day surgery services for the care.
 - Refund to the individual any amount he or she paid for the care that exceeds the amount he or she is determined to be personally responsible for paying as an discount-eligible individual, unless such excess is less than \$5.

When no discount application is submitted, unless and until Medina ASC receives the discount application during the Application Period, Medina ASC may initiate ECAs to obtain payment for the care once it has notified the individual about the discount policy as described herein.

References

The Medina ASC offers various options for uninsured and underinsured patients who do not qualify for financial assistance under its discount policy. For further information, please see the following Medina ASC policies, or contact Medina ASC as indicated on page 5 of this policy.

- Medina ASC Financial Aid Catastrophic Policy
- Medina ASC Financial Assistance Policy

Miscellaneous Provisions:

Anti-Abuse Rule-The Medina ASC will not base its determination that an individual is not discount-eligible on information that Medina ASC 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-Medina ASC will provide website information to determine eligibility and application completion. Medina ASC may postpone 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.

Final Authority for Determining Medicaid or Discount Eligibility-Final authority for determining that Medina ASC has made reasonable efforts to determine whether an individual is eligible for Medicaid or discount-eligible and may therefore engage in ECAs against the individual rests with the Medina ASC, Business Office.

Agreements with Other Parties-If Medina ASC sells or refers an individual's debt related to care to another party, Medina ASC 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 Medicaid and discount-eligible for the care.

Providing Documents Electronically-Medina ASC 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.

Financial Advisors

The Medina ASC Business Office is available to answer questions about your payment arrangements, insurance coverage, Medicare and other financial inquires.

For more information about financial options and insurance coverage please call:

- Medina ASC-(330) 952-0014

The Business Office is available Monday through Friday from 8:00AM-4:00PM