Self Pay Billing and Collection Policy

Disclaimer

Approvals

- Committee Approval: Nonclinical Policy Review Team - Revenue Cycle approved on 3/14/2023
- Committee Approval: Finance Core Team approved on 3/31/2023

Revision Insight

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☒ Systemwide Standard Policy
☐ Systemwide Model Policy

Standard Policy No. 13863
Approval Pathway: Nonclinical
Department: Revenue Cycle

STANDARD POLICY: SELF PAY BILLING AND COLLECTION POLICY

POLICY SUMMARY/INTENT:

Adventist Health facilities are built on a team of dedicated health care professionals - physicians, nurses, technicians, management, trustees, volunteers, and many other devoted health care workers. Together, these individuals serve to protect the health of their communities. Their ability to serve requires a special relationship built on trust and compassion. Through mutual trust and goodwill, Adventist Health and patients will be able to meet their responsibilities. This policy is designed to strengthen that relationship and make sure patients receive services regardless of their ability to pay.

This policy describes Adventist Health's Self-Pay Billing and Collection policy. This policy describes how Adventist Health shall advance patient debt to collection agencies and other external agencies.

The intent of this policy is to comply with applicable federal, state and local laws and regulations.

DEFINITIONS

1. **Allowable Medical Expenses** - All family members' medical expenses that are eligible for federal income tax deduction, even if the expenses are more than the medical expense deduction allowed by the IRS. Paid and unpaid bills may be included
2. **Amount Generally Billed (AGB)** - The amounts generally billed for emergency or other medically necessary care to individuals who have insurance covering such care. This is usually described as a percent of Gross Charges. The AGB percentages for each hospital facility are updated annually.
3. **Application Period** – The period during which Adventist Health must accept and process an application for financial assistance under its Financial Assistance Policy 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 Adventist Health provides the individual with a written notice that sets a deadline after which ECAs may be initiated.
4. **Billed Charges** - Charges for items and services provided by Adventist Health as published in the Charge Description Master (CDM) and available at www.adventisthealth.org website under Patient Resources, Healthcare Costs and Charges page.
5. **Charge Description Master** - A list of items and services, along with their individual prices and codes, used to bill for services.
6. **Charity Care** - Free or Discounted Care provided when the patient is not expected to pay a bill or is expected to pay only a small amount of the patient's payment obligation for items and services provided by Adventist Health. Charity Care is based on financial need.
7. **Debt Buyer** - A person or entity that is regularly engaged in the business of purchasing charged-off consumer debt for collection purposes, whether it collects the debt itself, hires a third party for collection, or hires an attorney-at-law for collection litigation. “Debt buyer” does not mean a person or entity that acquires a charged-off consumer debt incidental to the purchase of a portfolio predominantly consisting of consumer debt that has not been charged off. “Charged-off consumer debt” means a consumer debt that has been removed from a creditor’s books as an asset and treated as a loss or expense.
8. **Discounted Care** - A deduction from the payment obligations for items and services that is given for cash, prompt, or advanced payment, or to certain categories of patients, e.g., self-pay patient or uninsured patient.
9. **Extraordinary Collection Action (ECA)** - ECAs are legal or judicial actions taken to receive payment from a patient or any other individual who has accepted or is required to accept responsibility for care covered under the hospital facility’s Financial Assistance Policy. Selling a patient’s debt to another company for collection purposes without adequate protections in place is also an ECA. Other examples include garnishing a patient’s wages adverse credit reporting, or deferring or denying medically necessary care.
10. **Emergency Medical Care** - Refers to Emergency Services and Care, as defined in the Adventist Health Emergency Medical Treatment and Labor Act policy (EMTALA) #AD-06-019-S.
11. **Essential Living Expenses (ELE)** - The following expenses are considered Essential Living Expenses: rent or house payment and maintenance, food, household supplies, laundry and cleaning, utilities and telephone, clothing, medical and dental payments, insurance, school or child care, child or spousal support, transportation and auto expenses, including insurance, gas, repairs and installment payments, and other extraordinary expenses.
12. **Family Members** –
    1. Family Members, of persons **18 years or older**, include a spouse, domestic partner, as defined by the state where the facility is licensed, and dependent children under 26 years, whether living at home or not.
    2. Family Members of **persons under 18 years** include parents, caretaker relatives, and other children of the parent or caretaker relative who are less than 26 years of age of the parent or caretaker relative.
13. **FAP** – The Adventist Health Financial Assistance Policy.
14. **Federal Income Tax Return** - The Internal Revenue Service (IRS) form/s used to report taxable income. The IRS form must be a copy of the signed and dated forms sent to the IRS.
15. **Federal Poverty Level (FPL)** - The poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services under its statutory authority.
16. **Financial Assistance** - The reductions in payment obligation afforded to Adventist Health patients if such patients qualify for assistance under this policy.
17. **Good Faith Estimate-** an estimate of a patient’s bill for health care items and services before those items or services are provided.

18. **High Medical Costs** - Defined as any of the following

    a. Annual Out-of-Pocket expenses, incurred an individual at Adventist Health facility, that exceeds the lesser of ten percent (10%) of the patient's current family income or family income in the prior 12 months.

    b. Annual Out-of-Pocket expenses that are more than ten percent (10%) of the patient's family income, if the patient provides documentation of their medical expenses paid by the patient, or the patient's family, in the prior 12 months.

19. **Household Income** - Cumulative income of all Family Members who live in the same household as the patient, or at the home address the patient uses on income tax returns, or on other government documents. This includes the following:

    a. Gross wages, salaries, tips, etc.

    b. Unemployment compensation, workers' compensation, Social Security, Supplemental Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income

    c. Interest, dividends, royalties, income from rental properties, estates and trusts, alimony, child support, assistance from outside the household, and other miscellaneous sources

20. **Limited English Proficiency (LEP) Group** - A group of people who either do not speak English, or who are unable to effectively communicate in English because it is not their native language. The size of the group is the lesser of either 1,000 individuals, or five percent (5%) of the community served by the facility, or the non-English speaking populations likely to be, affected or encountered, by the facility. The facility may use any reasonable method to determine the number, or percentage, of LEP patients that may be affected, encountered, or served by the facility.

21. **Medically Necessary** - A service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to either (a) protect life, to prevent significant illness or significant disability, (b) to alleviate severe pain, or (c) to prevent, diagnose or treat an illness, injury, condition or disease, the symptoms of an illness, injury, condition or disease, and (d) meets accepted standards of medicine.

22. **No Surprises Act-** The No Surprises Act is a Federal regulation that prohibits out-of-network providers from balance billing patients for services received in certain circumstances. Additionally, it requires out-of-network providers to give out-of-network patients a notification regarding their rights regarding balance billing and requires that out-of-network provides give Good Faith Estimates to out-of-network patients for services they seek.

23. **Out-of-Pocket Costs** - Costs which the patient pays from personal funds.

24. **Patient Financial Services (PFS)** - The Adventist Health department responsible for billing, collecting, and processing payments.

25. **Payment Plan** - A series of payments, made over a period of time, to pay the patient's payment obligation for items and services provided by Adventist Health. Monthly payments cannot be more than ten percent (10%) of a patient's monthly family income, excluding deductions for Essential Living Expense.

26. **Pending Appeal** - "Pending appeal" includes any of the following for California patients:

    a. A grievance against a contracting health care service plan, as described in Chapter 2.2 (commencing with Section 1340) of Division 2, or against an insurer, as described in Chapter 1 (commencing with Section 10110) of Part 2 of Division 2 of the Insurance Code.

    b. An independent medical review, as described in Section 10145.3 or 10169 of the Insurance Code.

    c. A fair hearing for a review of a Medi-Cal claim pursuant to Section 10950 of the Welfare and Institutions Code.

    d. An appeal regarding Medicare coverage consistent with federal law and regulations.

27. **Plain Language** - Writing designed to ensure the reader understands quickly, easily, and completely as possible. Plain language strives to be easy to read, understand and use.

28. **Presumptive Financial Assistance** - When Adventist Health staff may assume a patient will qualify for 100% Financial Assistance based on information given to them, e.g., homelessness, etc.

29. **Qualifying Patient** - Patient who meets the financial qualifications for Financial Assistance as defined in Section C below.

30. **Reasonable Payment Plan** - A payment plan is a reasonable payment plan if the monthly payments are not more than 10 percent of a patient's family income for a month, excluding deductions for essential living expenses (as defined above).

31. **Self-Pay Liability** - Any balance due by the person who is responsible for payment. This could be a patient, or the patient's guarantor (not a third-party payer).

32. **Third-Party Coverage** - A policy of insurance or other prepaid coverage purchased for protection against certain events, such as health, automobile and general liability insurance, etc.

33. **Uninsured Patient** - Patients who do not have insurance to cover the services received.

34. **Underinsured Patient** - A patient who does not have enough insurance or prepaid coverage to cover the services received.

POLICY:

A. **No Surprise Billing**

1. Under the law, health care facilities and providers need to give patients who don't have certain types of health care coverage or who are not using certain types of health care coverage, (Out-of-Network), a Good Faith Estimate for health care items and services before those items or services are provided.

2. Patients have the right to receive a Good Faith Estimate for the total expected cost of any health care items or services upon request or when scheduling such items or services. This includes related costs like medical tests, prescription drugs, equipment, and hospital fees.

3. When a patient has a choice of providers and chooses to receive services from and out-of-network facility or provider, the Good Faith Estimate must be given at least 72 hours before the scheduled services, when they are scheduled at least 72 hours in advance. If they are performed on the same day, the document is required to be presented at least 3 hours before the services are rendered.

4. Out of Network patient must be presented with a notice and consent if they choose to continue treatment in the out of network facility.

5. If the patient receives a bill that is $400 more than the Good Faith Estimate received from that facility or provider, they may dispute the bill.

6. For questions or more information about Rights to a Good Faith Estimate, visit www.cms.gov/nosurprises/consumers, email FederalPPDRQuestions@cms.hhs.gov, or call 1-800-985-3059.

B. **Billing and Collection**

1. Adventist Health facilities will follow standard procedures, including levels of authorization, when sending patient accounts to collection agencies. Collection agency contracts define the agencies' scope of practice and includes the collection practices described in this policy. Collection agencies are required to report to the Adventist Health facility when a patient tells the agency they are not able to pay the bill.

2. At the time of billing, a hospital shall provide a written summary (consistent with) section A(1)(b)(i)(VII) of the FAP, which includes the same information concerning services and charges provided to all other patients who receive care at the hospital.

3. For patients of Adventist Health's California hospitals, if a hospital bills a patient who has not provided proof of coverage by a third party at the time the care is provided or upon discharge, as a part of that billing, the hospital shall provide the patient with a clear and conspicuous notice that includes all of the following:

    a. A statement of charges for services rendered by the hospital.

    b. A request that the patient inform the hospital if the patient has health insurance coverage, Medicare, Medi-Cal, or other coverage.

    c. A statement that, if the patient does not have health insurance coverage, the patient may be eligible for Medicare, Medi-Cal, coverage offered through the California Health Benefit Exchange. The California Children's Service program, other state-or county- funded health coverage, or charity care.

    d. A statement indicating how patients may obtain applications for the Medi-Cal program, coverage offered through the California Health Benefit Exchange, or other state-or county-funded health coverage programs and that the hospital will provide these applications.

    e. The hospital shall also provide patients with a referral to a local consumer assistance center housed at legal services offices.

    f. If the patient does not indicate coverage by a third-party payer or requests a discounted price or charity care, then the hospital shall provide an application for the Medi-Cal program or other state-or county-funded health coverage programs. This application shall be provided prior to discharge if the patient has been admitted or to patients receiving emergency or outpatient care.

    g. Information regarding the financially qualified patient and charity care application, including the following:

        i. A statement that indicates that if the patient lacks, or has inadequate, insurance, and meets certain low- and moderate- income requirements, the patient may qualify for discounted payment or charity care.

        ii. The name and telephone number of a hospital employee or office from whom or which the patient may obtain information about the hospital's discount payment and charity care policies, and how to apply for that assistance.

        iii. If a patient applies, or has a pending application, for another health coverage program, neither application shall preclude eligibility for the other program

4. A conspicuous written notice shall be included on billing statements that notifies and informs recipients about the availability of financial assistance under the hospital facility's FAP and includes the telephone number of the hospital office or department that can provide information about the FAP and FAP application process and the direct Web Site address (or URL) where copies of the FAP, FAP application form, and plain language summary of the FAP may be obtained.

5. Prior to commencing collection activities against a patient, the facility must provide a plain language summary of the patient's rights. The summary language will appear in the following form:

    a. "State and federal law require debt collectors to treat you fairly and prohibit debt collectors from making false statements or threats of violence, using obscene or profane language, and making improper communications with third parties, including your employer. Except under unusual circumstances, debt collectors may not contact you before 8:00 a.m. or after 9:00 p.m. In general, a debt collector may contact another person to confirm your location or to enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission by telephone at 1-877-FTC-HELP (382-4357) or online at www.ftc.gov."

    b. The facility must also include a statement that nonprofit credit counseling services may be available in the area. The above wording will be added into a data mailer attachment and be included in the first data mailer for all patient bills.

    c. This notice shall also accompany any document indicating that the commencement of collection activities may occur.

    d. If a hospital assigns or sells the debt to another entity, the obligations shall apply to the entity, including a collection agency, engaged in the debt collection activity.

6. If an individual submits a complete FAP application during the Application Period, Adventist Health will:

    a. Suspend any ECAs against the individual (with respect to charges to which the FAP application under review relates).

    b. Make a determination as to whether the individual is FAP-eligible 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. The decision must be communicated to the patient by sending the attached Facility Application Letter:
        Facility Application Letter (English) - or - Facility Application Letter (Spanish).

    c. If Adventist Health determines the individual is FAP-eligible, Adventist Health will:

        i. Provide the individual with a statement that indicates the amount the individual owes for the care as a FAP-eligible individual (if the individual is eligible for assistance other than free care) and how that amount was determined and states, or describes how the individual can get information regarding, the AGB for the care.

        ii. Refund to the individual any amount the individual has paid for the care (whether to the hospital facility or any other party to whom the hospital facility has referred or sold the individual's debt for the care) that exceeds the amount the individual is determined to be personally responsible for paying as a FAP-eligible individual, unless such excess amount is less than $5. The refund shall include interest accrued from the date the payment by the patient is received by the hospital facility, at a rate of ten percent (10%) per annum on the refund amount. The refund shall be made within thirty (30) days from the later of the date the excess amount is paid or the date the Adventist Health facility

determines that the amount for which the patient is personally liable for paying as a FAP-eligible individual after having received the excess payment from the patient.

iii. 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. Such reasonable available measures generally include, but are not limited to, measure to vacate any judgment against the individual, lift any levy or lien (or other than a lien that a hospital facility is entitled to assert under state law on the proceeds of a judgment, settlement, or compromise owed to an individual (or his or her personal representative) as a result of personal injuries for which the hospital facility provided care) on the individual's property, and remove from the individual's credit report and adverse information that was reported to a consumer reporting agency or credit bureau.

d. Adventist Health facilities will stop collection efforts while a patient, or guarantor, is in the process of applying for government programs like Medicaid/Medi-Cal. This includes any time necessary to appeal an eligibility decision. When the facility confirms the individual is not eligible for coverage that they applied for, or failed to cooperate with providing information, then collection efforts can continue. Failure to meet eligibility requirements, or failure to cooperate, must be well documented

e. For patients of Adventist Health's California facilities: If a patient is attempting to qualify for eligibility under the Financial Assistance Policy and is attempting in good faith to settle an outstanding bill with Adventist Health by negotiating a reasonable payment plan or by making regular partial payments of a reasonable amount, Adventist Health shall not send the unpaid bill to any collection agency, debt buyer, or other assignee, unless that entity has agreed to comply with the requirement of Article 1 of Chapter 2.5 of Part 2 of Division 107 of the California Health and Safety Code.

7. In cases where the patient, or the patient's guarantor, is approved for Discounted Care and still owes a bill under the Financial Assistance Program:

a. The facility, or designated contracted partner, may negotiate a reasonable monthly Payment Plan when requested by the patient or guarantor. If the hospital and the patient cannot agree on the payment plan, the hospital shall establish a payment plan with monthly payments that are not more than 10 percent of a patient's family income for a month, excluding deductions for essential living expenses.

b. The facility will not send unpaid bills to outside collection agencies and will stop any extraordinary collection actions.

c. Any Financial Assistance extended Payment Plan agreed to will be interest free.

d. The facility can stop the Extended Payment Plan when the patient, or guarantor, fails to make all consecutive payments due during a 90-day period.

i. Before stopping the Payment Plan, the facility or collection agency, debt buyer or other assignee must make a reasonable attempt to contact the patient by phone, and give written notice, that the extended Payment Plan may stop. The notice and telephone call to the patient may be made to the last known telephone number and address of the patient.

ii. The patient, or guarantor, will be given an opportunity to renegotiate the extended Payment Plan.

iii. Before the facility stops the extended Payment Plan, the facility, collection agency, debt buyer or other assignee must attempt to renegotiate the terms of the defaulted extended Payment Plan, if requested by the patient or their guarantor.

iv. The facility and the collection agency, debt buyer or other assignee must not report adverse information to a credit-reporting bureau before the extended Payment Plan ends and in no event at any time prior to 180 days after initial billing.

e. In determining the amount of a debt a hospital may seek to recover from patients who are eligible under the hospital's charity care policy or discount payment policy, the hospital may consider only income and monetary assets used to determine FAP eligibility.

8. If an individual submits an incomplete FAP application during the Application Period, Adventist Health will:

a. Suspend any ECAs against the individual (with respect to charges to which the FAP application under review relates).

b. Provide the individual with a written notice that describes the additional information and/or documentation required under the FAP or FAP application form that the individual must submit to Adventist Health to complete his/her FAP application.

9. If an individual who has submitted an incomplete FAP application during the Application Period subsequently completes the FAP application during the Application Period (or, if later, within a reasonable timeframe given to respond to requests for additional information and/or documentation), the individual will be considered to have submitted a complete FAP application during the Application Period.

10. For Adventist Health California Hospitals: The facility Financial Officer or his/her/their delegate has the authority to advance patient debt to collections. The collection shall be done by an external collection agency or, if selling the patient debt, by a debt collector.

11. Before assigning a bill to collections or selling patient debt to a debt buyer, Adventist Health shall send a patient a notice with all of the following information:

a. The date or dates of service of the bill that is being assigned to collections or sold

b. The name of the entity the bill is being assigned to or sold to

c. A statement informing the patient how to obtain an itemized hospital bill from the Adventist Health facility

d. The name and plan type of the health coverage for the patient on record with the Adventist Health facility at the time of services or a statement that the Adventist Health facility does not have that information

e. An application for the Adventist Health charity care and financial assistance

f. The date or dates the patient was originally sent a notice about applying for financial assistance, the date or dates the patient was sent a financial assistance application, and , if applicable, the date a decision on the application was made.

12. For Adventist Health California Hospitals: A hospital shall not sell patient debt to a debt buyer unless all of the following apply:

a. The hospital has found the patient is ineligible for financial assistance or the patient has not responded to attempts to bill of offer financial assistance for 180 days.

b. The hospital includes contractual language in the sales agreement in which the debt buyer agrees to return and the hospital agrees to accept, any account in which the balance has been determined to be incorrect due to the availability of a third-party payer, including a health plan or government health coverage program, or the patient is eligible for charity care or financial assistance.

c. The debt buyer agrees to not resell or otherwise transfer the patient debt, except to:

   i. the originating hospital

   ii. an organization exempt from taxation under Internal Revenue Code Section 501(c)(3) for the explicit purpose of the tax-exempt organization abolishing the patient debt by cancellation of the indebtedness

   iii. if the debt buyer is sold or merged with another entity

d. The debt buyer agrees not to change interest or fees on the patient debt.

e. The debt buyer is licensed as a debt collector by the Department of Financial Protection and Innovation.

13. The facility, collection agencies, debt buyers and assignees are required to make reasonable efforts to notify the patient before starting any extraordinary collection action to collect money due from the patient, or guarantor. Specifically, Adventist Health (or other authorized party) will take the following actions at least 30 days before first initiating one or more of the above ECA(s) to obtain payment for care:

    a. Make reasonable efforts to provide the individual with a written notice that indicates financial assistance is available for eligible individuals, identify the ECA(s) that Adventist Health (or other authorized party) intends to initiate to obtain payment for the care, and state a deadline after which such ECA(s) may be initiated that is no earlier than 30 days after the date that the written notice is provided.

    b. Make a reasonable effort to provide the individual with a plain language summary of the FAP with the written notice described above.

    c. Make a reasonable effort to verbally notify the patient or guarantor about Adventist Health's FAP and about how the patient or guarantor may obtain assistance with the FAP application process.

    d. The hospital facility or other assignees that is an affiliate or subsidiary of Adventist Health shall not, in dealing with patients eligible under the hospital's charity care or discount payment policies, use wage garnishments or liens on primary residences as a means of collecting unpaid hospital bills.

14. Collection agencies, debt buyers, or other assignees that are not a subsidiary or affiliate of Adventist Health facility, may take legal action or other extraordinary collection activities to collect unpaid balances, as long as it is not within 240 days of the first post-discharge billing statement when the agency has information that the patient, or guarantor has the ability to pay for the medical services received, but refuse to do so. This period shall be extended if the patient has a pending appeal for coverage of the services, until a final determination of that appeal is made, if the patient makes a reasonable effort to communicate with the hospital about the progress of any pending appeals. When the agency, debt buyer or other assignee that is not a subsidiary or affiliate of the Adventist Health facility decides that legal action is appropriate, and criteria for extraordinary collection actions are met, the following is required:

    a. The agency, debt buyer, or other assignee that is not a subsidiary of the Adventist Health facility must forward an individual written request to the facility's Finance Officer (FO) for approval before taking any legal action

    b. The request must include all the facts of the encounter, including a copy of the agency's (or the debt buyer's or other assignee's that is not a subsidiary or affiliate of the Adventist Health facility) documentation, that led them to believe that the patient or guarantor has the ability to pay for the services.

    c. The facility FO must approve each individual legal action in writing. This authority may not be delegated by the FO.

    d. Facilities must maintain a permanent copy of the signed authorization for legal action, and there must be a note, to that effect, entered in the electronic PFS patient account notes.

    e. The agency, in no case, will be allowed to file a legal action as a last resort, to motivate the patient to pay when they have no information as to the patient or guarantors' financial means.

    f. All of these actions are required to take place at least 30 days prior to performing any extraordinary collection actions to allow reasonable time to respond to the notice.

    g. In no event shall a collection agency, debt buyer or other assignee of the debt that is not a subsidiary or affiliate of Adventist Health, in dealing with any patient under Adventist Health's charity care of discount payment policies, use as a means of collecting unpaid hospital bills any of the following:

       i. A wage garnishment, except by order of the court upon noticed motion, supported by a declaration filed by the movant identifying the basis for which it believes that the patient has the ability to make payments on the judgment under the wage garnishment, which the court shall consider in light of the size of the judgment and additional information provided by the patient prior to, or at, the hearing concerning the patients ability to pay, including information about probably future medical expenses based on the current condition of the patient and other obligations of the patient.

       ii. Notice or conduct a sale of the patient's primary residence during the life of the patient or the patient's spouse, or during the period of that a child of the patient is a minor, or a child of the patient who has attained the age of majority and is unable to take care of themselves and resides in the dwelling as their primary residence. If the patient has more than one dwelling, the primary residence shall be the dwelling that is the patient's current homestead (as defined in Sections 704.710 of the California Code of Civil Procedure), or was the patient's homestead at the time of death of a person other than the patient who is asserting the protections of this provision.

15. If Adventist Health 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 ECA(s) until 180 days after it provided for first post-discharge billing statement for the most recent episode of care included in the aggregation.

16. Anti-Abuse Rule – Adventist Health will not base its determination that an individual is not FAP-eligible on information that Adventist Health has reason to believe is unreliable or incorrect or on information obtained from the individual under duress or through the use of coercive practices. Examples of coercive practices include delaying or denying emergency medical care to an individual until the individual has provided information requested to determine whether the individual is FAP-eligible for the care being delayed or denied.

17. No Waiver of FAP Application – Adventist Health will not seek to obtain a signed waiver from any individual stating that the individual does not wish to apply for assistance under the FAP, or receive the information described above, in order to determine that the individual is not FAP-eligible.

18. Final Authority for Determining FAP Eligibility – Final authority for determining that Adventist Health has made reasonable efforts to determine whether an individual is FAP-eligible and may therefore engage in ECAs against the individual rests with the AH Finance Officer.

19. For Oregon Facilities: An Adventist Health Hospital, hospital-affiliated clinic or other debt collector may not attempt to collect a medical debt from a patient's child or other family member who is not financially responsible for the debt under Chapter 108 of the Oregon Revised Statutes.

20. Providing Documents Electronically – Adventist Health may provide any written notice or communication described in this policy electronically (for example, by email) to any individual who indicates the individual prefers to receive the written notice or communication electronically.

21. **Agreements with other Parties** - If Adventist Health sells or refers and individual's debt related to care to another party, Adventist Health 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 FAP-eligible for the care. At a minimum such an agreement must provide the following:

    a. if the individual submits a FAP application after the referral or sale of the debt but before the end of the application period, the party will suspend ECAs to obtain payment for the care as described in Paragraph A (1)(j) of the Financial Assistance Policy

    b. if the individual submits a FAP application after the referral or sale of the debt but before the end of the application period and is determined to be FAP-eligible for the care, the party will do the following in a timely manner:

        i. Adhere to procedures specified in the agreement that ensure that the individual does not pay, and has not obligation to pay, the party and the Adventist Health facility together more than the individual is required to pay for the care as a FAP-eligible individual

        ii. if applicable and if the party (rather than the hospital facility) has the authority to do so, take all reasonably available measures to reverse any ECA (other than the sale of a debt or a lien that a hospital facility is entitled to assert under state law on the proceeds of a judgment, settlement, or compromise owed to an individual (or his or her representative) as a result of personal injuries for which the hospital facility provided care) taken against the individual as described in Paragraph A(j)(ii)(II) of the Financial Assistance Policy

    c. if the individual submits a FAP application after the referral or sale of the debt but before the end of the application period, the party will suspend ECAs to obtain payment for the care as described in Paragraph A(1)(i) of the Financial Assistance Policy.

    d. The party shall be required to comply with Adventist Health's definition and application of a reasonable payment plan, as that term is defined in the Financial Assistance Policy

    e. If the party refers or sells the debt to yet another party during the Application Period, the party will obtain a written agreement from that other party including all of the other elements described in this Paragraph k.

    f. For California Hospitals, the agreement will also include that:

        i. Any agency that collects hospital receivables will adhere to the hospital's standards and scope of practices.

        ii. The affiliate, subsidiary, debt buyer, or external collection agency of the hospital that collects the debt will comply with the hospital's definition and application of a reasonable payment plan.

22. **Documentation**

    a. Confidential Financial Assistance Application

APPENDIX A: 2022 FEDERAL POVERTY LEVELs (FPL)

Persons in Family	48 Contiguous States and the District of Columbia	Alaska	Hawaii
1	$13,590	$16,990	$15,630
2	$18,310	$22,890	$21,060
3	$23,030	$28,790	$26,490
4	$27,750	$34,690	$31,920
5	$32,470	$40,590	$37,350
6	$37,190	$46,490	$42,780
7	$41,910	$52,390	$48,210
8	$46,630	$58,290	$53,640
For each additional person, add	$4,720	$5,900	$5,640

Source: http://www.aspe.hhs.gov/poverty/

MANUAL(S):

ATTACHMENTS: **Financial Assistance Policy**
(REFERENCED BY THIS DOCUMENT) **http://www.aspe.hhs.gov/poverty/**
www.ftc.gov
www.ftc.gov

OTHER DOCUMENTS:
(WHICH REFERENCE THIS DOCUMENT)

FEDERAL REGULATIONS:

Other **https://www.cms.gov/nosurprises**

ACCREDITATION:

CALIFORNIA: **No specific state requirements noted. Corporate policy applies as written.**

HAWAII: **No specific state requirements noted. Corporate policy applies as written.**

OREGON: **https://olis.leg.state.or.us/liz/2018R1/Downloads/MeasureDocument/HB4020, https://olis.leg.state.or.us/liz/2019R1/Downloads/MeasureDocument/HB3076**

WASHINGTON: **No specific state requirements noted. Corporate policy applies as written.**

REFERENCES:

ADVENTIST HEALTH SYSTEM/WEST POLICY OWNER:	**Amy K Miller - Director, Revenue Cycle Compliance**
ENTITY POLICY OWNER:	**Not applicable**
COLLABORATION:	**Cheryl A Brooksher - Director, Business Intelligence** **Colleen A Fiore - Sr. Application Analyst** **Jacalyn Liebowitz - System Chief Nursing Officer** **Jessica M Hoops - Legal Support Assistant** **Jodi L Oldes - Regulatory Specialist** **Lisa Murphy - Executive Assistant** **Lori Esquivel - Director, Patient Access** **Nirali A Desai - System Director, Accreditation, Regulatory, and Licensing** **Peter H Morgan - Compliance Officer** **Sarah M Janosz - Program Manager, Polices and Procedures**
APPROVED BY:	
ADVENTIST HEALTH SYSTEM/WEST:	**(02/22/2023) Nonclinical Policy Review Team - Revenue Cycle, (03/30/2023) Finance Core Team**
ADVENTIST HEALTH SYSTEM/WEST INDIVIDUAL:	
ENTITY:	**Not applicable**
ENTITY INDIVIDUAL:	**Not applicable**
REVIEW DATE:	
REVISION DATE:	**09/27/2022, 03/31/2023**
NEXT REVIEW DATE:	**03/30/2026**
APPROVAL PATHWAY:	**Nonclinical**