



<b>Dept.:</b>	<b>HPP (Healthsystem Policy/Procedure)</b>
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**Title:**

**Financial Assistance Program**

<b>Approvers:</b> Greg Murray (Chairperson-Board of Trustees), Seth Warren (President & CEO) 06/29/2022	
<b>Reviewed By:</b> Board of Trustees, Corporate Compliance Committee, Joint Conference Committee, Chief Financial Officer, Director of Patient Financial Services, Joint Conference Committee	<b>Writer:</b> Patient Financial Services
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**PURPOSE**

1. Riverview Health is committed to serving the healthcare needs of its patients, regardless of their ability to pay for services.
2. To assist in providing services to all, Riverview Health has established this Financial Assistance Policy to provide Financial Assistance to uninsured and underinsured patients receiving care at Riverview Health.
3. This Policy applies to services rendered at Riverview Health and its employed medical partners.

**DEFINITIONS**

1. **Amounts Generally Billed (AGB)** – The amount generally billed for emergency or other medically necessary care to individuals who have insurance covering such care. The methodology for the calculation of AGB can be found in Appendix 2 of this policy.
2. **Application Date** – The date the completed application and all required supporting documentation is received by Riverview Health.
3. **Application Period** – The period during which applications will be accepted and processed for Financial Assistance. The application period begins on the date the care is provided and ends 240 days after the date of the first post-discharge patient statement.
4. **Emergent Care** – Patients with a medical condition which merits immediate treatment and/or admission to a Riverview Health facility via its Emergency Department, a non-elective direct admission or transfer from another hospital facility.

5. **Extraordinary Assets** – Including, without limitation, substantial saving account (defined as over six months of living expenses), CD, IRA or inheritance.
6. **Extraordinary Collection Action (ECA)** – Actions taken by Riverview Health or its agents against the Guarantor related to obtaining payment for care covered under this Financial Assistance Policy that include: (i) selling a Guarantor’s debt to another party; (ii) require a legal or judicial process; (iii) reporting adverse information about the Guarantor to a consumer credit reporting agency or credit bureau ; or (iv) deferring or denying, or requiring a payment before providing, medically necessary care because of an Guarantor’s nonpayment.
7. **Federal Poverty Guidelines (FPG)** – Guidelines developed by the U.S. Department of Health & Human Services on an annual basis. Levels are determined by the number of members in an individual’s Household and their annual Gross Income.
8. **Financial Assistance** – A reduction in the amount of charges billed for Guarantors who are eligible for assistance under this Policy.
9. **Financial Assistance Determination** – A grant or denial of Financial Assistance under this Policy.
10. **Guarantor** - The patient or any other individual having financial responsibility for an account.
11. **Gross Charges** – The full amount charged by Riverview Health for items and services before any discounts, contractual allowances or deductions are applied.
12. **Gross Income** – Interest, dividends, wages, tips, distributions from pension or retirement plans, income from rental property, gains on sale of other property, alimony, royalties and any other form of income not otherwise defined.
13. **Homeless** – An individual without permanent housing who may live on the streets; stay in a shelter, mission, abandoned building or vehicle; or in any other non-permanent, unstable situation.
14. **Household** – All individuals eligible to be listed on the Guarantor’s federal income tax filing will be considered a member of the Household. Guarantors of a minor dependent who do not claim the dependent on their federal taxes, but have primary physical custody, may submit a court decree as proof of the dependent’s household status.
15. **Medically Necessary Care** – Healthcare services or supplies needed to prevent, diagnose or treat an illness, injury condition, disease or its symptoms and that meet accepted standards of medicine.
16. **Presumptive Eligibility** – The process by which Riverview Health may use previous eligibility determinations and/or information from sources other than the Guarantor to determine eligibility for Financial Assistance.
17. **Qualification Period** – After submitting the Financial Assistance Application and supporting documentation, approved Guarantors shall be granted Financial Assistance prospectively for a period of six months from the approval date. Financial Assistance will also be applied to eligible accounts, which have an initial patient statement date with outstanding patient balances within 240 days immediately preceding the Application Date.
18. **Underinsured** – The patient has some level of health insurance, but the out-of-pocket expenses still exceed his or her financial capability.

19. **Uninsured** – The patient has no level of insurance or other third-party assistance to assist with meeting payment obligations for healthcare services.
20. **Uninsured Discount** – The amount discounted from Gross Charges

## **POLICY**

### **1. General**

- a. Riverview Health will not refuse, delay or discourage emergent and/or medically necessary services based on a patient's ability to pay for the cost of such services in accordance with the Emergency Treatment and Active Labor Act (EMTALA).
- b. Financial assistance determinations will be made without regard to a patient's age, race, religion, color, sex, disability, national origin, sexual orientation, ancestry and familial status.
- c. Riverview Health will actively promote patient and community awareness of the availability of the Financial Assistance Program (FAP).

### **2. Eligibility**

- a. Patient or Guarantor must be a resident of Hamilton County or the Geographic Service Area (GSA) serviced by Riverview Health or have an established relationship with Riverview Health as their primary source of medical care.
- b. The services received must be deemed emergent or medically necessary care as defined in the Definition section of this Policy. Services excluded from this policy includes elective services including, but not limited to, promotional services, vascular screening, genetic counseling, weight loss management program or bariatric Services, Cosmetic services, and pregnancy prevention procedures such as IUD, tubal ligation, and vasectomy .
- c. An internal screening has determined the patient has no access to other sources of payment including, but not limited to, Indiana Medicaid, Medicaid Disability, Social Security Disability, a local welfare agency, a court administered program or other Federal, State or local healthcare programs.
  - i. If the internal screening determines the patient may be eligible for Federal, State or local healthcare programs, the Guarantor must complete the application process or provide proof of denial.
- d. Patients who may be eligible for coverage under an applicable insurance policy, including, but not limited to, health, automobile and homeowners must exhaust all insurance benefits prior to receiving an award from Riverview Health FAP. This includes patients covered under their own policy and those who may be entitled to benefits from a third-party policy.
  - i. Patients who opt out of billing their existing health insurance or third-party liability coverage for specific services will not be eligible for Financial Assistance for those services.
- e. Eligible patients who receive emergent or medically necessary care from Riverview Health as a result of an injury proximately caused by a third-party, and

later receive a monetary settlement from said third-party, may receive Financial Assistance for any outstanding balance not covered by the settlement.

- i. In the event Financial Assistance has been granted for emergent or medically necessary care covered by a settlement, Riverview Health reserves the right to reverse the Financial Assistance previously granted and collect on charges covered under the settlement.
- f. To be eligible for Financial Assistance, a Guarantor's total Gross Income, when compared to the FPG, cannot exceed 200% for full reduction or up to 350% FPG for a sliding scale reduction. (Appendix 1)
  - i. Riverview Health will utilize the most recent FPG data available to determine the Guarantor's eligibility for and, if applicable, level of Financial Assistance.
  - ii. The Financial Assistance will be applied to the Guarantor's account balance based upon the Application Date, not the patient's date of service.
  - iii. Riverview Health reserves the right to request additional information if Extraordinary Assets are identified.
  - iv. Patients must exhaust all other state and federal assistance programs prior to receiving Financial Assistance.
  - v. A patient or guarantor may have significant income assets available to pay for healthcare services. Riverview Health Financial Counselor may evaluate the income or assets in determining Financial Hardship.
- g. Presumptive Eligibility
  - i. Upon approval of Financial Assistance, the Guarantor and his or her dependents are Presumptively Eligible for a period of six months from the approval date for emergent or medically necessary services.
  - ii. Riverview Health will deem Guarantors Presumptively Eligible for Financial Assistance if they or a dependent, are found to be eligible for one of the following programs and received emergent or medically necessary care.
    - (1) Indiana Children's Special Health Care Services
    - (2) State Medicaid Programs
    - (3) Enrolled in a state or federal program that verifies the patient's or Guarantor's Household Gross Income is less than or equal to 200% of FPG
  - iii. Riverview Health will deem Guarantors Presumptively Eligible for Financial Assistance if:
    - (1) a deceased patient's account if patient is found to have no estate.
    - (2) Riverview Health deems a patient or Guarantor Homeless.
- h. Riverview Health will deny or revoke Financial Assistance for any patient or Guarantor who falsifies any portion of a Financial Assistance Application.
- i. Catastrophic consideration may be reviewed for Financial Assistance based on total patient balance due that exceeds 10% of the Guarantor's annualized Gross Income within the 240 days immediately preceding the Application Date. Catastrophic consideration is only valid for each application. For any subsequent patient balances, the Guarantor must reapply.

### **3. Providers and Riverview Health Financial Assistance Program**

- a. We can only guarantee that the providers listed below accept Riverview Health FAP.
  - i. Riverview Health
  - ii. Riverview Health Physician Group
  - iii. Hamilton Emergency Physicians, LLC
- b. We recommend patients directly contact providers not listed in Section 3.A. above to inquire about their requirements for financial assistance.
  - i. Confirmed providers that do not accept Riverview Health FAP include, without limitation:
    - (1) Riverview Anesthesia
    - (2) Regional Anesthesia
    - (3) NW Radiology
    - (4) Hamilton Inpatient Physicians
    - (5) Indianapolis Gastroenterology and Hepatology, Inc.
    - (6) Ameripath
    - (7) South Bend Reference Lab
    - (8) St. Vincent Health
    - (9) Community Health
    - (10) St. Francis Health
    - (11) Pain Management Group

### **4. Calculation of Patient Charges**

- a. For Guarantors that Riverview Health determines are eligible for Financial Assistance, Riverview Health applies a discount that reduces the amounts charged for emergent and medically necessary care to no more than the AGB, based on the Guarantor's total Gross Income, compared to the FPG, as further described in Appendix 1.
- b. Riverview Health uses the look-back method as the basis for calculating the AGB. The AGB is calculated annually and is based on the annual average reimbursement received from all commercial health insurers and Medicare fee-for-service.
- c. The methodology for the calculation of AGB can be found in Appendix 2 of this Policy.

### **5. Actions Taken in the Event of Nonpayment**

- a. The actions that Riverview Health may take in the event of nonpayment by Guarantors eligible for Financial Assistance are described in a separate Billing and Collections Policy. Members of the public may obtain a free copy of this Policy by visiting our website at [riverview.org/financial-assistance](http://riverview.org/financial-assistance) or by contacting Riverview Health Patient Accounting department.

## **PROCEDURE**

## 1. Financial Assistance Policy Publication

- a. Riverview Health will broadly publicize the availability of this Financial Assistance Policy within the community it serves by taking the following actions:
  - i. Riverview Health will post this Policy, the Plain Language Summary (PLS) of this Policy and the Financial Assistance Application on its website and offer patients a copy of the PLS during registration and/or discharge.
  - ii. Conspicuous public displays will be posted in appropriate acute care settings including Emergency department and registration areas describing the available assistance and directing interested or potentially eligible patients or Guarantors to the Financial Assistance Application.
  - iii. Riverview Health will include a conspicuous written notice on all patient post-discharge billing statements that notifies the patient or Guarantor about the availability of this Policy and the telephone number of the Customer Service department which can assist patients or Guarantors with any questions regarding the FAP and the website where copies of this Policy, the Financial Assistance Application and PLS may be obtained.
  - iv. Riverview Health will broadly communicate this Policy in a manner reasonably calculated to reach those members of the community who are most likely to require financial assistance as part of its general outreach efforts. List of community locations available upon request.
  - v. Riverview Health Customer Service Representatives are available in person or by telephone Monday through Friday, excluding major holidays, from 8:00 a.m. to 4:00 p.m. to address questions related to this Policy or for assistance in completing a Financial Assistance Application.
  - vi. Riverview Health will educate its patient facing team members on this FAP and the process for referring patients or Guarantors to the FAP.
  - vii. Copies of this Policy, the PLS and the Financial Assistance Application are available free of charge upon request and translations of this Policy, the PLS and the Financial Assistance Application will be made available for certain populations that have Limited English proficiency (LEP).
    - (1) Translations will be provided in the language spoken by each LEP language group that constitutes the lesser of 1,000 individuals or 5 percent of the community served by Riverview Health or the population likely to be affected or encountered by Riverview Health.

## 2. Financial Assistance Application

- a. Guarantors applying for Financial Assistance under this Policy will be required to complete a Financial Assistance Application.
  - i. The Guarantor must include the following documentation with their Financial Assistance Application:
    - (1) Valid Government-Issued Photo ID (e.g., driver's license or passport).
    - (2) All sources of income for the last three (3) months. Including Most recent three (3) months of pay stubs or Supplemental Security Income via Social Security.

- (a) In the event of unemployment, proof of unemployment (e.g., unemployment check or term letter from employer) may be submitted in lieu of pay stubs.
- (b) In the event of self-employment, a completed Self-Employment Worksheet may be submitted in lieu of pay stubs.
- (c) Supporting documentation for all additional sources of income (e.g., SSI statement, IRAs, annuities, etc.).
- (d) Child Support/Alimony
- (3) Last three (3) month statements from checking and savings accounts, certificates of deposit, stocks, bonds and money market accounts.
- (4) Most recent State and Federal Income Tax forms including Schedules C, D, E and F, if filed.
  - (a) In the event the Guarantor's income does not warrant the filing of a federal tax statement, the Guarantor may submit a signed affidavit attesting to the foregoing.
- (5) If applicable, divorce/dissolution decrees and child custody order
- (6) If a Guarantor does not have any of the listed documents to prove income, he or she may call the Patient Accounts department to discuss other evidence that may be provided to demonstrate eligibility.
- b. Guarantors wishing to apply for Financial Assistance are encouraged to submit a Financial Assistance Application within 90 of the patient's discharge.
- c. Guarantors may submit an application up to 240 days from the date of their initial post-discharge billing statement from Riverview Health, however, accounts may be subject to ECAs, as soon as 120 days after having received their initial post-discharge billing statement.
- d. Guarantors submitting an incomplete application or an application missing required documents will receive written notification of the deficiency upon discovery by Riverview Health. The application will be pended for 45 days from the date the notification is mailed.
  - i. Riverview Health will suspend any ECAs until the application is complete and all required documents are received, or the Guarantor fails to cure all deficiencies in their application within the allotted period.

### **3. Eligibility Determination**

- a. Riverview Health will inform the Guarantor of the results of their application by providing a Financial Assistance Determination letter within 30 days of receiving a completed application and all required or requested documentation.
- b. If a Guarantor seeks to appeal the Financial Assistance Determination further, a written request must be submitted, along with new supporting documentation, to the Financial Assistance team for additional review and reconsideration.
- c. Financial Assistance Determinations will be applied to all Guarantor balances within the Application awarded period.
- d. Guarantors determined eligible for Financial Assistance will not be charged more than AGB, and will receive a discount based on Guarantor's total Gross Income, when compared to the FPG as further described in Appendix 1.

- e. Riverview Health reserves the right to deny or revoke Financial Assistance for any patient or guarantor who falsifies any portion of a Financial Assistance Application.

#### **4. Refunds**

- a. Guarantors eligible for Financial Assistance under this Policy who remitted payments to Riverview Health in excess of their patient responsibility will be alerted to the overpayment as promptly after discovery as is reasonable given the nature of the overpayment.
  - i. Refunds will not be issued for overpayments under \$5.00.
- b. Guarantors with an outstanding account balance due on an account not eligible for Financial Assistance under this Policy will have their refund applied to the outstanding balance.
- c. Guarantors without an outstanding account balance as described above will be issued a refund for their overpayment as soon as technically feasible.

#### **ATTACHMENTS**

- 1. Appendix 1 - [Federal Poverty Guidelines](#)
- 2. Appendix 2 - [Amounts Generally Billed Methodology and Calculation](#)