

**BAYSTATE MEDICAL CENTER
BAYSTATE FRANKLIN MEDICAL CENTER
BAYSTATE WING HOSPITAL
BAYSTATE NOBLE HOSPITAL**

BH HOSPITALS BILLING AND COLLECTION POLICY

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I. PATIENT COMMITMENT

Baystate Health, Inc. (“BH”) is committed to ensuring that patients in its community have access to health care services and that such patients are treated with fairness and respect in all dealings with BH Hospitals, as defined below, and other health care providers.

BH recognizes that the cost of necessary health care services can impose a significant financial burden on patients who are uninsured or underinsured and BH has chosen to act affirmatively to lessen that burden for patients.

BH recognizes that the billing and collection process itself can be bewildering and burdensome for patients and BH has implemented procedures to make the process understandable for patients; to inform patients about discount and financial assistance options; and to ensure that patients are not subject to aggressive collection activities.

Consistent with its patient commitment, BH requires that each BH Hospital, as defined below, maintain a billing and collection policy that reflects its patient billing and collection procedures and complies with applicable state and federal laws and regulations.

This billing and collection policy (the “policy”) applies to Baystate Medical Center (BMC), Baystate Franklin Medical Center (BFMC), Baystate Wing Hospital (BWH) and Baystate Noble Hospital (BNH) (“BH Hospitals” and each a “hospital”). Services provided by BH affiliates, other than BH Hospitals, are not covered by this policy. Patients are encouraged to discuss with other BH affiliates their specific billing and collection practices, including discount and financial assistance options.

The policy describes the billing, payment and collection processes applicable to services provided to patients by BH Hospitals. The policy addresses only those programs and processes applicable to patients or patient guarantors (person legally paying for the bill) and not third party payors.

The policy along with the Financial Assistance Policy of BH Hospitals (as amended from time to time, the “Financial Assistance Policy” or “FAP”) comply with applicable criteria required under (1) the Health Safety Net Eligible Services Regulation 101 C.M.R. 613.00, (2) the Centers for Medicare & Medicaid Services Medicare Bad Debt Requirements (42 CFR§ 413.89), (3) the Medicare Provider Reimbursement Manual (Part 1, Chapter 3), and (4) section 501(r) of the Internal Revenue Code of 1986, as amended (the “Code”), as applicable to the Hospital Supplemental Financial Assistance Program, as described further herein. *Capitalized terms not defined in the policy are used as defined in the FAP.*

II. SUMMARY OF BILLING AND COLLECTION POLICY

This policy recognizes that the financial resources of BH Hospitals are limited; and that BH Hospitals have a fiduciary responsibility to bill and collect appropriately for patient services.

BH Hospitals generally expect patients or their third party payors to pay in full for services provided. BH Hospitals will bill third party payors in accordance with the requirements of applicable law, contracts with third party payors (if any) or applicable billing guidelines.

Patients are also responsible for charges that are not paid by a third party payor within a reasonable time frame or for any balances that exist after payment by the third party payor. Patients who seek services (other than emergency services) may be requested to pay in advance some or all charges for services that will not be covered by third party payors, including co-payments and deductibles related to covered services. Notice of amounts due from patients are issued on a regular basis. The patient's failure to pay or make satisfactory financial arrangements will render the account delinquent. Unless otherwise determined in its sole discretion, BH Hospitals will take necessary steps to collect delinquent accounts, including referral to outside collection agencies and/or attorneys, subject to the limitations stated in this policy.

BH Hospitals' patients with self-pay obligations may have the opportunity to reduce the cost of their health care services through participation in general state programs (the State Programs and the Health Safety Net), as well as financial assistance available from BH Hospitals under the Hospital Supplemental Financial Assistance Program, based on their financial circumstances (each as described further in the Financial Assistance Policy), and BH discounts available to all patients based on prompt payment (as described further in this policy). A copy of the FAP can be found on the BH website (<https://www.baystatehealth.org/patients/billing-and-financial-assistance>) and upon request and without charge by mail and in public locations throughout each hospital including the emergency departments and admissions areas.

All personnel at BH Hospitals must comply with this policy. The Patient Accounting Department is responsible for implementation and ensuring on-going compliance and inquiries about the policy should be directed to the department at (413) 794-9999.

III. CODE OF CONDUCT

BH Hospitals are required to adhere to a specific code of conduct with respect to patient billing and collection activities. These guidelines affirm BH Hospitals' and its providers' commitment to treating patients with fairness and respect. Any agents, contractors or subcontractors, including collection agencies, engaged by BH Hospitals or the providers to assist with collection are expected to adhere to the same guidelines, and BH Hospitals ensure that all agents, contractors and subcontractors are aware of, and agree to abide by, these guidelines. The guidelines are as follows:

BH Hospitals and its providers:

- Maintain a high standard of fairness, honesty, and courtesy in the conduct of business and avoid any activity which may bring reproach to BH;
- Inform patients of available options for payment or settlement of outstanding charges;
- Apply billing and collection practices uniformly to all patients;
- Show understanding and offer due consideration for patients' financial problems and assist patients with payment obligations according to the merits of each case individually;

- Make every effort to negotiate reasonable arrangements with patients who request to settle outstanding debts through partial payment;
- Comply with all state and federal laws governing the collection of debt including, but not limited to, the United States Fair Collection Practices Act and the Massachusetts Debt Collection Regulations; and
- Ensure that the confidentiality of patient information is appropriately protected and that BH Hospitals' agents and contractors adhere to contractual obligations concerning confidentiality (including any contracts entered into under the federal privacy law known as HIPAA).

BH Hospitals and its providers must not (nor threaten to) take the following actions with respect to any patient:

- Discriminate on the basis of race, color, national origin, citizenship, alienage, religion, creed, sex, sexual orientation, gender identity, age, or disability in their policies, in the application of their policies, including the acquisition and verification of financial information, pre-admission or pretreatment deposits, payment plans, deferred or rejected admissions, eligibility status determinations, Low Income Patient status (as determined by the Massachusetts Office of Medicaid) or in their billing and collection practices;
- Seek to collect payment from patients exempt from collection action by law;
- Add interest to BH Hospital accounts (including for Low Income Patients);
- Seek to garnish wages of a patient or patient guarantor; or
- Report any patient debt to a credit reporting bureau for BH Hospital patients.

A BH Hospital may determine to pursue one or more of the following collection actions with respect to any portion of a patient's unpaid obligation to the hospital that is not eligible for assistance under the FAP:

- Take legal action (other than bank garnishment) against a patient or patient guarantor related to the unpaid debt, *provided that* the hospital has received the approval of the BH Senior Vice President of Finance or his or her designee;
- Place liens on any real estate owned by a patient (including the personal residence of the patient), *provided that* the hospital has received the approval of its Board of Trustees, which must consider factors such as the market value of the real estate, the patient's income, and the assets of the patient;
- Seek legal execution against the personal residence or motor vehicle of a patient or patient guarantor, *provided that* the hospital has received the approval of the Board of Trustees of BH (which approvals will be made on an individual basis); and/or

- Foreclose on any property of a patient (or otherwise seek legal execution against real property of a patient), *provided that* the hospital has received the approval of the Board of Trustees of BH.

Any vendor working on behalf of BH must notify and receive the approval of BH prior to taking any of the above collection actions (in addition to the relevant BH Hospital obtaining the necessary approvals described immediately above).

To be clear, a BH Hospital will not take any of the above collection actions (nor threaten to do so) (i) with respect to any portion of a patient’s obligation to the hospital eligible for assistance under the FAP or (ii) if the hospital has not received all required approvals.

IV. EXTRAORDINARY COLLECTION ACTIONS

A. General:

If a BH Hospital determines to take a collection action described in Section III (Code of Conduct) above with respect to a bill for care covered under the hospital’s FAP, such action will typically constitute an extraordinary collection action (“ECA”) for purposes of section 501(r) of the Code. **The procedures described in this Section IV (Extraordinary Collection Actions) will apply if (and only if) a BH Hospital determines to pursue an ECA.**

BH Hospitals will not engage in any ECAs against a patient or guarantor without making reasonable efforts to determine the patient’s eligibility under the Hospital Supplemental Financial Assistance Program. A BH Hospital will make reasonable efforts to determine a patient’s eligibility under the Hospital Supplemental Financial Assistance Program by taking the following steps:

- Notifying the patient about the availability of financial assistance under the Hospital Supplemental Financial Assistance Program before initiating any ECAs (see Section IV.B below);
- For any patient who submits an incomplete application for the Hospital Supplemental Financial Assistance Program during the Application Period, as defined below, notifying such patient about how to complete the application and giving the patient a reasonable opportunity to do so (see Section IV.C below); and
- For any patient who submits a complete FAP application, as defined below, during the Application Period, making a determination of whether the individual is eligible for financial assistance under the Hospital Supplemental Financial Assistance Program (see Section IV.D below).

ECAs may not begin until at least 120 days after the first post-discharge billing statement. If a BH Hospital 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 any ECAs until 120 days after it has provided the first post-discharge billing statement for the most recent episode of care included in the aggregation.

Prior to deferring, denying, or requiring a payment before providing medically necessary care to an individual with one or more outstanding bills for previously provided care, BH Hospitals will direct the individual to the hospital's patient financial counseling to screen for eligibility under the Hospital Supplemental Financial Assistance Program. If a patient requests assistance, BH Hospitals will assist the patient in applying for the appropriate coverage options that are available through the State Programs or the Health Safety Net, or through the Hospital Supplemental Financial Assistance Program. Please refer to the FAP for details.

When no attempt has been made by the patient to complete the required application, a BH Hospital may initiate ECAs to obtain payment for the care once it has notified the individual about the FAP (including the Hospital Supplemental Financial Assistance Program) as described in Section IV.B, below, and at least 120 days has passed from the first post-discharge billing statement.

The Patient Accounting Department is ultimately responsible for determining whether a BH Hospital has made the necessary reasonable efforts to determine whether a patient is eligible for financial assistance under the Hospital Supplemental Financial Assistance Program and therefore whether ECAs may be engaged in against such individual.

B. Notification:

Prior to engaging in any ECAs against a patient, a BH Hospital must take the following steps to notify the patient about the availability of financial assistance under the Hospital Supplemental Financial Assistance Program:

- Notify the patient in writing that financial assistance is available for eligible individuals in accordance with the FAP (including under the Hospital Supplemental Financial Assistance Program), identify the ECAs the BH Hospital intends to initiate to obtain payment for the care, and state a deadline after which such ECAs may be initiated that is no earlier than 30 days after the written notice is provided;
- Provide the patient with a plain language summary of the FAP; and
- Make reasonable efforts to orally notify the patient about the FAP (including the Hospital Supplemental Financial Assistance Program) and how the individual may obtain assistance with the application process.

Written notifications by a BH Hospital regarding the Hospital Supplemental Financial Assistance Program and a patient's eligibility to apply for financial assistance will include a deadline after which the BH Hospital will no longer accept and process a FAP application seeking assistance under the Hospital Supplemental Financial Assistance Program submitted by the individual for the previously-provided care. The deadline will be no earlier than the later of 30 days after the date that the written notice specified above is provided or 240 days after the date of the first post-discharge billing statement for the previously provided care (the "Application Period").

C. Incomplete FAP Applications:

To seek assistance under the Hospital Supplemental Financial Assistance Program, a patient must first apply for assistance under a State Program or the Health Safety Net, and a patient's application for such program(s) will serve as the patient's application to the Hospital Supplemental Financial Assistance Program (such an application referred to herein as a "FAP application"). BH Hospitals seek to avoid the need for a patient eligible under a State Program or the Health Safety Net to complete multiple FAP applications. As part of this process, designated Certified Application Counselors at BH Hospitals have been trained by the Commonwealth to assist patients in the application process for State Programs and the Health Safety Net. If a patient chooses not to complete their FAP application with the Commonwealth, that will result in an incomplete FAP application under the Hospital Supplemental Financial Assistance Program.

For any patient who submits an incomplete FAP application during the Application Period, a BH Hospital 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 Hospital Supplemental Financial Assistance Program that must be submitted to complete the FAP application and that includes the contact information, including a telephone number and physical location, of the BH Hospital office or department that can provide information about the FAP (including the Hospital Supplemental Financial Assistance Program) and that can provide assistance with the application process.

If a patient subsequently completes a FAP application during the Application Period (or, if later, within a reasonable period of time given to respond to requests for additional information), the patient will be treated as having submitted a complete FAP application during the Application Period and the procedures specified in Section IV.D, below, for addressing complete FAP applications shall apply.

D. Complete FAP Applications:

For any patient who submits a complete FAP application during the Application Period, a BH Hospital will:

- Suspend any ECAs to obtain payment for the care;
- Make a determination as to whether the individual is eligible for financial assistance under the Hospital Supplemental Financial Assistance Program and notify the individual in writing of this eligibility determination, including the assistance for which the individual is eligible, and the basis for this determination; and
- If the BH Hospital determines that a patient is eligible for financial assistance under the Hospital Supplemental Financial Assistance Program it will:

- If the patient is determined to be eligible for assistance other than free care, provide the patient with a billing statement that indicates the amount the individual owes for the care as an individual eligible under the Hospital Supplemental Financial Assistance Program and how that amount was determined and states or describes how the patient can get information regarding the BH Hospital's AGB for the care provided;
- Refund to the patient any amount the individual paid for the care (whether to the BH Hospital or to any other party to whom the BH Hospital has referred the patient's account) that exceeds the amount the patient is determined to be personally responsible for paying as an individual eligible under the Hospital Supplemental Financial Assistance Program, unless such excess amount is less than \$5 (or such other amount published in the Internal Revenue Bulletin); and
- Take all reasonably available measures to reverse any ECA taken against the patient to obtain payment for the care.

V. PROMPT PAYMENT DISCOUNTS

A. General:

All patients with account balances (other than balances resulting from co-payments or deductibles on insured services) are eligible to receive a prompt pay discount of 20% of the balance for claims paid in full at time of service or within 60 days of the date of the initial bill. Patients must request the discount. The discount cannot be combined with the Hospital Supplemental Financial Assistance Program described in the FAP.

B. Emergency Department:

BH Hospitals offer a co-payment discount program for patients receiving services in the emergency departments of the hospitals. This discount program is available to all hospital emergency department patients with co-payment obligations under private or government health insurance (unless prohibited by law or a BH Hospital's contract with a private insurer or government authority). Such a patient may reduce the otherwise applicable emergency department service co-payment by 10% if the patient elects to pay the co-payment at the conclusion of the patient's emergency department visit.

VI. COLLECTION OF INFORMATION ON PATIENT COVERAGE AND FINANCIAL RESOURCES

A. Patient Obligations:

Prior to the delivery of any health care services (except for cases that require Emergency Services or Urgent Care Services), the patient is expected to provide timely and accurate information on their insurance status, demographic information, changes to their family income or insurance status, and information on any

deductibles or co-payments that are owed based on their existing insurance or financial program's payment obligations. The detailed information will include:

1. Full name, address, telephone number, date of birth, social security number (if available), current health insurance coverage options, citizenship, residency information, and the patient's applicable financial resources that may be used to pay their bill;
2. Full name of the patient's guarantor, their address, telephone number, date of birth, social security number (if available), current health insurance coverage options, and their applicable financial resources that may be used to pay for the patient's bill; and
3. Other resources that may be used to pay their bill, including other insurance programs, motor vehicle or homeowners insurance policies if the treatment was due to an accident, worker's compensation programs, and student insurance policies, among others.

It is ultimately the patient's obligation to keep track of and timely pay their unpaid hospital bill, including any existing co-payments and deductibles. The patient is further required to inform either his/her current health insurer (if insured) or the government agency that determined the patient's eligibility status in a government program (if participating) of any changes in family income or insurance status.

Low Income Patients (as defined in the Health Safety Net regulations and determined by the Massachusetts Office of Medicaid) must inform the State Program (*e.g.*, MassHealth or Health Safety Net) if the patient has been involved in any accident or suffered any loss that has or may result in an insurance claim or lawsuit. A patient must also file any claim for compensation. Patients are required to notify the Health Safety Net Office or MassHealth in writing within 10 days of filing any claim, civil action or other proceeding. A patient is further required to assign the right to any third party payment that will cover the costs of the services paid by MassHealth or the Health Safety Net to the Massachusetts Executive Office of Health and Human Services. A patient must provide information about claims or proceedings to the Executive Office of Health and Human Services and cooperate with the agency in obtaining third party payment or repay such programs from any third party payments received. If a Low Income Patient is involved in an accident or other incident after becoming Health Safety Net eligible, repayment will be limited to Health Safety Net services provided as a result of the accident or incident.

B. Hospital Obligations:

BH Hospitals will make all reasonable and diligent efforts to collect the patient's insurance and other information to verify coverage for the health care services to be provided by BH Hospitals. These efforts may occur when the patient is scheduling their services, during pre-registration, while the patient is admitted in the hospital, upon discharge, or during the collection process which may occur for a reasonable time following discharge from BH Hospitals. This information will be obtained prior

to the delivery of any Non-Emergent, Non-Urgent (Elective) Services. BH Hospitals will delay any attempt to obtain this information during the delivery of any Emergency Service or Urgent Care Service, if the process to obtain this information will delay or interfere with either the medical screening examination or the services undertaken to stabilize an emergency medical condition. If the patient or guarantor/guardian is unable to provide the information needed, and the patient consents, BH Hospitals will make reasonable efforts to contact relatives, friends, guarantor/guardian, and the third party for additional information.

Any applicable health insurance will be billed consistent with applicable laws and contractual obligations. Denied claims will be appealed when appropriate and permitted by law and the applicable insurer.

BH Hospitals maintain all information in accordance with applicable federal and state privacy and security laws.

VII. COLLECTION PROCESS

A. General

BH Hospitals use the same reasonable efforts and follow the same reasonable process for collecting amounts due for services provided all patients, including insured, underinsured or uninsured patients. (Collection will not, however, be pursued against patients who fall within populations exempt from collection action by law.)

BH Hospitals will identify any current unpaid patient balance that is related to services provided to the patient and not covered by a private insurer, government program or other Financial Assistance Program (including the Hospital Supplemental Financial Assistance Program).

Consistent with the procedures described above in connection with ECAs, BH Hospitals will undertake a continuous collection process from the date of service until the patient balance has been paid, or until there has been a determination of uncollectibility, a determination of eligibility for financial assistance, or a demonstration that a patient is exempt from collection action (*e.g.*, patient provides proof of participation in certain State Programs). The collection process may include the use of deposits, the implementation of payment plans or discretionary settlements. The collection process may involve the use of outside collection agencies. The collection process is documented in the patient's files of the hospital and its business associates.

BH Hospitals will also make reasonable and diligent efforts to investigate whether a third party resource may be responsible for the services provided by the hospital, including but not limited to: (1) a motor vehicle or home owner's liability policy, (2) general accident or personal injury protection policies, (3) worker's compensation programs, or (4) student insurance policies. In accordance with applicable state regulations or the insurance contract, for any claim where BH Hospitals' reasonable

and diligent efforts resulted in a recovery on the health care claim billed to a private insurer or public program, BH Hospitals will report the recovery and offset it against the claim paid by the private insurer or public program. If BH Hospitals have prior knowledge and are legally able, they will attempt to secure assignment of a patient's right to a third party coverage on services provided due to an accident.

BH Hospitals maintain compliance with applicable billing requirements, including the Department of Public Health regulations (105 C.M.R. §130.332) and the Health Safety Net regulations (101 C.M.R. §613.03(1)(d) and 101 C.M.R. §614.06), that may limit payment for services or readmissions/follow-up to diagnose and treat conditions that were preventable by the BH Hospital or resulted from a Serious Reportable Event ("SRE").

BH Hospitals also do not seek payment from a Low Income Patient for such services related to such SREs or preventable conditions. These limits do not apply to SREs or other events that do not occur at a BH Hospital. BH Hospitals also do not seek payment from a Low Income Patient determined eligible for the Health Safety Net program whose claims were initially denied by an insurance program due to an administrative billing error by the hospital. BH Hospitals further maintain all information in accordance with applicable federal and state privacy, security and identity theft laws.

B. Collection Notices

1. Initial Notice (Exhibit 1)

- (a) Patients without third party coverage will normally receive a bill for services within one month of discharge as an inpatient or treatment as an outpatient (excluding recurring visits). The initial bill will include information about the availability of a Financial Assistance Program that might be able to cover the cost of the hospital's bill.

If third party coverage exists, patients will be advised of the balance due following third party payment or denial.

Payment is expected for any amounts known to be non-covered (by insurance).

- (b) Recurring visit patients without third party coverage will normally receive a bill for services posted for the prior month within one month.

Recurring visit patients with third party coverage will be advised of the balance due following third party payment or denial.

Payment is expected for any amounts known to be non-covered (by insurance).

2. Subsequent Notices

- (a) Small balances under \$5.00 will be written off as “Small Balance Bad Debt.” These amounts are not eligible for submission to the Health Safety Net. Two statements are sent to the patient prior to write off.
- (b) For balances \$5.00 - \$49.99, patients will receive minimum of four (4) notices and the collection process will extend a minimum of 120 days (with exception of mail returns that may be shorter than 120 days) from discharge.
- (c) For balances \$50.00 and over the account may be referred to outside collection agencies after at least four (4) notices and 120 days.
- (d) This process may be supplemented by other notification methods that constitute a genuine effort to contact the party responsible for the obligation, including, for example, telephone calls, collection letters, personal contact notices, and computer notifications.

BH Hospitals may contact patients using an automated unassisted telephone system for certain accounts. The Telephone Consumer Protection Act (TCPA) consent has been added to the Financial Agreement Form signed by all new patients of the hospitals. By signing the consent form the patient gives authorization for the hospital to contact their cell phones regarding patient balances.

- (e) Sending a final notice by certified mail for uninsured patients (those who are not enrolled in a public program such as the Health Safety Net or MassHealth) who incur an emergency bad debt balance of \$1,000 and over on Emergency Services only, where notices have not been returned as “incorrect address” or “undeliverable.”
- (f) For statements that have been returned as undeliverable, reasonable efforts will be made to determine an accurate mailing address using internal and external tools and resources. These efforts will be documented on each patient account. The detailed policy is available within Patient Accounting Policy #PA-5 Returned Mail Processing.
- (g) Checking the Eligibility Verification System (EVS) to ensure that the patient is not a Low Income Patient as determined by the Office of Medicaid and has not submitted an application to the MassHealth Eligibility Verification System for coverage of the services under a State Program, prior to submitting claims to the Health Safety Net for emergency bad debt coverage of an emergency level or urgent care service.

C. Documentation of Collection Effort

Patient financial records will be maintained by BH Hospitals as required by applicable law and in accordance with BH Hospitals' policies. These records will include claims for eligible services to Low Income Patients, emergency bad debt services and Medical Hardship services.

Documentation will support continuous billing or collection action undertaken on a regular, frequent basis with any gap in collection action not to exceed 120 days. The patient's file will include all documentation of the hospital's collection effort including the bills, codes and letter templates, reports of telephone and personal contact, and any other efforts made. Such documentation is maintained until audit review by a federal and/or state agency of the fiscal year cost report in which the bill or account is reported or longer if required by law or internal policy.

D. Populations Exempt from Collection Activities

1. Patients who are enrolled in a public health insurance program including but not limited to, MassHealth, Emergency Aid to the Elderly, Disabled and Children program, Children's Medical Security Plan (if MAGI household income is equal to or less than 300%), Healthy Start program, and Low Income Patients (other than HSN Dental-Only Low Income patients) as determined by the Office of Medicaid are exempt from billing or collection action by BH Hospitals pursuant to state regulations subject to the following exceptions:
 - (a) BH Hospitals may (subject to any applicable terms and conditions of this policy) seek collection action against any patient enrolled in the above mentioned programs for their required co-payments and deductibles that are set forth by each specific program.
 - (b) BH Hospitals may (subject to any applicable terms and conditions of this policy) initiate billing or collection for a patient who alleges that he or she is a participant in a State Program that covers the costs of the services, but fails to provide proof of such participation. Upon receipt of satisfactory proof that a patient is a participant in a State Program, (including receipt or verification of signed application), BH Hospitals shall cease their billing or collection activities.
 - (c) BH Hospitals may (subject to any applicable terms and conditions of this policy) continue collection action on any Low Income Patient for services rendered prior to the Low Income Patient determination, provided that the current Low Income Patient status has been terminated or expired or not otherwise identified on the state MassHealth Eligibility Verification System or Eligibility Verification System. However, once a patient is determined eligible and enrolled in the Health Safety Net, MassHealth, or certain MassHealth

ConnectorCare programs, BH Hospitals will cease collection activity for services provided prior to the beginning of their eligibility.

- (d) BH Hospitals may (subject to any applicable terms and conditions of this policy) seek collection action against any of the patients participating in the programs listed above for non-covered services that the patient has agreed to be responsible for, provided that the BH Hospitals obtained the patient's prior written consent to be billed for the service. BH Hospitals, however, will not seek collection action for services not covered due to a BH Hospital administrative or billing error or due to a medical error.
 - (e) BH Hospitals will not undertake collection action against an individual that has been approved for Medical Hardship under the Health Safety Net program with respect to the amount of the bill that exceeds the Medical Hardship contribution. The hospital will further cease any collection efforts against an emergency bad debt claim that is approved for Medical Hardship under the Health Safety Net program.
 - (f) BH Hospitals will not undertake certain collection action against a patient that is applying for Medical Hardship and has completed the application and assembled all of the required documentation if the BH Hospital assisting the patient fails to submit the completed application to the Health Safety Net Office within five business days. Specifically, the BH Hospital will not undertake a collection action against the patient with respect to any bill that would have been eligible for Medical Hardship payment had the application timely been submitted and approved.
 - (g) BH Hospitals, at the request of the patient, may bill a Low Income Patient in order to allow the patient to meet the required CommonHealth one-time deductible.
2. BH Hospitals will keep any and all documentation that shows that the patient met the Hospital Supplemental Financial Assistance Program.
 3. BH Hospitals and their agents shall not continue collection or billing on a patient who is a member of a bankruptcy proceeding except to secure its rights as a creditor in the appropriate order.

E. Deposits and Payment Plans

1. Patients or their responsible parties are expected to pay their full liability for services rendered within thirty (30) days of receipt of their first bill or in accordance with a mutually agreed upon installment payment plan. See Exhibits 4 and 5 for notices.

2. BH Hospitals will, to the extent permitted by law, require “pre-admission” or “pre-treatment” deposits equal to 50% of the estimated charges (100% for cosmetic surgery) for the services to be provided if the services are: (1) not covered by insurance; (2) Non-Emergent, Non-Urgent (Elective) Services (*i.e.*, Medically Necessary Services that are not Emergency Services or Urgent Care Services); and (3) provided to a patient other than Low Income Patients. BH Hospitals may require “pre-admission” or “pre-treatment” deposits for other services to the extent permitted by law.
3. BH Hospitals may request a deposit from individuals determined to be Low Income Patients. Such deposits will be limited to 20% of the deductible amount up to \$500. Installment payment plans will be offered for remaining balances for which collection action is permitted.
4. BH Hospitals may request a deposit from patients eligible for Medical Hardship.

Deposits will be limited to 20% of the Medical Hardship contribution up to \$1,000. Installment payment plans will be offered for remaining balances for which collection action is permitted.
5. BH Hospitals, at a minimum, will offer the following installment plans but may, based on the circumstances, permit repayment within a longer period:
 - (a) A patient with a balance of \$1,000 or less, after initial deposit, will be offered an interest free payment plan up to one year with a recommended monthly payment of not less than \$25.
 - (b) A patient with a balance greater than \$1,000, after initial deposit, will be offered an interest free payment plan up to 2 years.
 - (c) Certain exceptions due to hardship situations may be approved by Vice President or Director. Payment plans will not exceed 5 years.
6. BH Hospitals, for all locations, apply the same Health Safety Net-Partial deductible payment requirements for outpatient services (*i.e.*, full amount of services up to the deductible).

F. Discretionary Settlements

Notwithstanding anything to the contrary in this policy, BH Hospitals may voluntarily choose, in their sole discretion at any time during the billing process, to cease collection or billing actions against, and settle the outstanding account of, a patient who is unable to pay a bill, but would otherwise be obligated to make payment to the BH Hospitals (*i.e.*, because such bill is not eligible for reduction under the FAP).

G. Outside Collection Agencies

BH Hospitals contract with an outside collection agency to assist in the collection of certain accounts, including patient responsible amounts not resolved after issuance of hospital bills or final notices. BH Hospitals may assign, however, such debt as bad debt or charity care (otherwise deemed as uncollectible) prior to 120 days if BH Hospitals are able to determine that the patient was unable to pay under the Hospital Supplemental Financial Assistance Program.

BH Hospitals contract with outside collection agencies and require such agencies to abide by the BH Hospitals' Billing and Collection Policy for those debts that the agencies are pursuing.

Per BH Hospitals policy, no liens on property shall be pursued without prior approval of the BH Board of Trustees (and subject to the other terms and conditions of this policy). All outside collection agencies hired by BH Hospitals will provide the patient with an opportunity to file a grievance and will forward to the hospital the results of such patient grievances. BH Hospitals require that any outside collection agency that they use be licensed by the Commonwealth of Massachusetts and that the outside collection agency complies with the Massachusetts Attorney General's Debt Collection Regulations at 940 C.M.R. 7.00.

VII. RELATED POLICIES

The policy describes the Billing and Collection Policy. For further information, please see the following related BH policies:

- BH Financial Assistance Policy
- Baystate EMTALA Policy

Approved by BH Board of Trustees: September 13, 2016

Effective: September 13, 2016

VIII. EXHIBITS

- 1.** Collection Letter and Statements
- 2.** Final Notice
- 3.** Installment Payments
- 4.** Final Notice - Payment Plan

VIII Exhibit 1A

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Patient Name _____ Account Number _____
 Date of Service _____ Statement Date 08/31/2016
 Insurance(s) AETNA HMO PRODUCTS Policy(s) _____

Amount Due: \$945.46

Three Ways To Pay:

- 1) Make a payment online by check or credit card at www.baystatehealth.org/billpay
- 2) Pay by phone at 413-794-9999 or 877-461-1931
- 3) Mail coupon with payment by check

First Notice

Thank you for choosing Baystate Medical Center.

Your insurance has processed your claim; the remaining balance is your responsibility. Please send your payment in full.

If you have questions about this bill or want to inquire about other payment options please call Patient Billing Services at 413-794-9999 or toll free at 877-461-1931. We are available Monday, Wednesday and Friday, 8:00 a.m. - 4:00 p.m. and for your convenience Tuesday & Thursday until 6:00 p.m. If you prefer to make your payment in person, please contact us for the location nearest to you.

Financial Assistance is available; please see reverse side for information.

Asistencia Financiera esta disponible; por favor vea al dorso para mas informacion.

Thank you for your prompt attention.

Summary of Services

PHARMACY	\$624.56
LAB	\$238.49
IMAGING/X-RAY	\$1,622.22
RESP/PULMONARY	\$362.72
EMERGENCY ROOM	\$1,914.06
CARDIOLOGY	\$142.69
ROOM CHARGES	\$1,250.00
Total Charges	\$6,154.74
Payments/Adjustments:	\$5,209.28-
CURRENT AMT DUE:	\$945.46

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Account Number	Please Pay This Amount: \$945.46
Patient Name	Due By: 09/21/2016
Make Checks Payable To: Baystate Medical Center	Amount Paid:

Go Green, Pay Online At

www.baystatehealth.org/billpay

Check box if your address or insurance information has changed. Please make changes on back.



BAYSTATE MEDICAL CENTER
 P.O. BOX 415555
 BOSTON, MA 02241-5555

Important Patient Financial Information

Baystate Health is committed to providing quality care to our community. If you need help paying your bill, a number of financial assistance programs are available to you:

State Programs - Several state programs are available, including MassHealth, BMC Healthnet, Commonwealth Care and others.

Health Safety Net - As a participant of the Health Safety Net, Baystate Health Hospitals will provide Full Free Care, Partial Free Care, or Medical Hardship to Massachusetts residents who meet financial eligibility criteria.

Baystate Health Hospitals Supplemental Financial Assistance is available to qualifying patients based on income and family size to assist with patient balances.

For information and assistance regarding the above, contact financial counselors at:
 Consejeros Financiero que hablan español estan disponible si llama a:

Baystate Medical Center	413-794-2452
Baystate Franklin Medical Center	413-773-2849
Baystate Mary Lane Hospital	413-967-2250

Thank you for paying your balance promptly.

If your balance remains unpaid, we may contact you using our automated telephone system which provides a convenient pay-by-phone option.

Other Payment Options

Please call Patient Billing Services at 413-794-9999 or toll free at 877-461-1931. We are available Monday, Wednesday and Friday 8:00 a.m. to 4:00 p.m. For your added convenience, we are available on Tuesday and Thursday until 6:00 p.m.

Si usted tiene preguntas acerca de esta factura, por favor llame a nuestra oficina al 413-794-9999 o llamada gratuita al 877-461-1931. Estamos disponibles de Lunes a Viernes de 8:00 a.m. a 4:00 p.m. Para su conveniencia, estamos disponibles Martes y Jueves hasta la 5:45 p.m.

Print any corrections to Primary Insurance below:

Insurance Company Name: _____
 Group #: _____ Policy #: _____
 Subscriber Name: _____ DOB: _____
 Claim Address: _____

Print any corrections to Secondary Insurance below:

Insurance Company Name: _____
 Group #: _____ Policy #: _____
 Subscriber Name: _____ DOB: _____
 Claim Address: _____

Print any changes to your address below

Street: _____
 City: _____
 State: _____ Zip: _____
 Telephone: _____

After completing this information, detach along the perforation and return in the envelope provided.

Baystate Medical Center
 759 Chestnut St ~ Springfield MA 01199

Patient Name _____ Account Number _____
 Date of Service _____ Statement Date 07/02/2016
 Insurance(s) _____ Policy(s) _____
 TUFTS HMO POS

Amount Due: \$375.00

Three Ways To Pay:

- 1) Make a payment online by check or credit card at www.baystatehealth.org/billpay
- 2) Pay by phone at 413-794-9999 or 877-461-1931
- 3) Mail coupon with payment by check

Second Notice

Summary of Services

Thank you for choosing **Baystate Medical Center**.

Please send your payment as soon as possible. If you have already submitted payment, please disregard this notice.

If you have questions about this bill or want to inquire about other payment options please call Patient Billing Services at 413-794-9999 or toll free at 877-461-1931. We are available Monday, Wednesday and Friday, 8:00 a.m. - 4:00 p.m. and for your convenience Tuesday & Thursday until 6:00 p.m. If you prefer to make your payment in person, please contact us for the location nearest to you.

Financial Assistance is available; please see reverse side for information.

Asistencia Financiera esta disponible; por favor vea al dorso para mas informacion.

Thank you for your prompt attention.

PHARMACY	\$713.75
MED/SURG SUPPLIES	\$9,236.14
LAB	\$1,206.88
IMAGING/X-RAY	\$802.61
OR/RECV RM/AMBSURG	\$6,146.49
ANESTHESIA	\$400.00
PT/OT/SPEECH THERAPY	\$923.12
ROOM CHARGES	\$2,500.00
Total Charges	\$21,928.99
Payments/Adjustments:	\$21,553.99-
CURRENT AMT DUE:	\$375.00

Baystate Medical Center
 759 Chestnut St ~ Springfield MA 01199

Please Pay This Amount:	
\$375.00	
Patient Name:	Due By: 07/23/2016
Amount Paid:	
Make Checks Payable To: Baystate Medical Center	

Go Green, Pay Online At

www.baystatehealth.org/billpay

Check box if your address or insurance information has changed. Please make changes on back.



BAYSTATE MEDICAL CENTER
 P.O. BOX 415555
 BOSTON, MA 02241-5555

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Patient Name _____ Account Number _____
 Date of Service _____ Statement Date 08/01/2016
 Insurance(s) TUFTS HMO POS Policy(s) _____

Amount Due: \$375.00

Three Ways To Pay:

- 1) Make a payment online by check or credit card at www.baystatehealth.org/billpay
- 2) Pay by phone at 413-794-9999 or 877-461-1931
- 3) Mail coupon with payment by check

Third Notice

Thank you for choosing **Baystate Medical Center**.
 Our records indicate that an outstanding balance remains on your account. Please send your payment as soon as possible.
 If you have questions about this bill or want to inquire about other payment options please call Patient Billing Services at 413-794-9999 or toll free at 877-461-1931. We are available Monday, Wednesday and Friday, 8:00 a.m. - 4:00 p.m. and for your convenience Tuesday & Thursday until 6:00 p.m. If you prefer to make your payment in person, please contact us for the location nearest to you.

Financial Assistance is available; please see reverse side for information.

Asistencia Financiera esta disponible; por favor vea al dorso para mas informacion.

Thank you for your prompt attention.

Summary of Services

PHARMACY	\$713.75
MED/SURG SUPPLIES	\$9,236.14
LAB	\$1,206.88
IMAGING/X-RAY	\$802.61
OR/RECV RM/AMBSURG	\$6,146.49
ANESTHESIA	\$400.00
PT/OT/SPEECH THERAPY	\$923.12
ROOM CHARGES	\$2,500.00
Total Charges	\$21,928.99
Payments/Adjustments:	\$21,553.99-
CURRENT AMT DUE:	\$375.00

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Account Number:	Please Pay This Amount: \$375.00
Payment Method:	Due By: 08/22/2016
Make Checks Payable To: Baystate Medical Center	Amount Paid:

Go Green, Pay Online At

www.baystatehealth.org/billpay

Check box if your address or insurance information has changed. Please make changes on back.



BAYSTATE MEDICAL CENTER
 P.O. BOX 415555
 BOSTON, MA 02241-5555

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Patient Name _____ Account Number _____
 Date of Service _____ Statement Date 08/31/2016
 Insurance(s) TUFTS HMO POS Policy(s) _____

Amount Due: \$375.00

Three Ways To Pay:

- 1) Make a payment online by check or credit card at www.baystatehealth.org/billpay
- 2) Pay by phone at 413-794-9999 or 877-461-1931
- 3) Mail coupon with payment by check

Fourth Notice

Summary of Services

Thank you for choosing Baystate Medical Center.

Your account balance is over 90 days past due. Please contact us immediately to make a payment.

If you have questions about this bill or want to inquire about other payment options please call Patient Billing Services at 413-794-9999 or toll free at 877-461-1931. We are available Monday, Wednesday and Friday, 8:00 a.m. - 4:00 p.m. and for your convenience Tuesday & Thursday until 6:00 p.m. If you prefer to make your payment in person, please contact us for the location nearest to you.

Financial Assistance is available; please see reverse side for information.

Asistencia Financiera esta disponible; por favor vea al dorso para mas informacion.

Thank you for your prompt attention.

PHARMACY	\$713.75
MED/SURG SUPPLIES	\$9,236.14
LAB	\$1,206.88
IMAGING/X-RAY	\$802.61
OR/RECV RM/AMBSURG	\$6,146.49
ANESTHESIA	\$400.00
PT/OT/SPEECH THERAPY	\$923.12
ROOM CHARGES	\$2,500.00
Total Charges	\$21,928.99
Payments/Adjustments:	\$21,553.99-
CURRENT AMT DUE:	\$375.00

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Account Number:	Please Pay This Amount:
Patient Name:	\$375.00
Make Checks Payable To: Baystate Medical Center	Due By: 09/07/2016
	Amount Paid:

Go Green, Pay Online At

www.baystatehealth.org/billpay



Check box if your address or insurance information has changed. Please make changes on back.



BAYSTATE MEDICAL CENTER
 P.O. BOX 415555
 BOSTON, MA 02241-5555

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Patient Name _____ Account Number _____
 Date of Service _____ Statement Date 08/31/2016
 Insurance(s) SELF PAY Policy(s) _____

Amount Due: \$206.74

Three Ways To Pay:

- 1) Make a payment online by check or credit card at www.baystatehealth.org/billpay
- 2) Pay by phone at 413-794-9999 or 877-461-1931
- 3) Mail coupon with payment by check

Final Notice

Dear _____
 Thank you for choosing **Baystate Medical Center** for your care. So that we may continue to provide excellent care to the people in our community, payment for the services you received is necessary. Payment options and financial assistance are available. Please call us immediately at 413-794-9999 or toll free at 877-461-1931.

We regret to inform you that this is our final attempt to resolve this balance with you. Failure to make payment on the amount due may result in further action by an outside collection service.

It is very important that this outstanding balance is paid or that you contact us within 5 days to resolve this matter. Thank you for your prompt attention.

We are available Monday, Wednesday and Friday, 8 a.m. to 4 p.m. For your added convenience, we are available Tuesday and Thursday until 6:00 p.m. If you prefer to make your payment in person, please contact us for the location nearest to you.

Financial assistance is available; please see reverse side for information.

Asistencia Financiera esta disponible; por favor vea al dorso para mas informacion.

Summary of Services

LAB	\$81.62
CLINIC	\$125.12
Total Charges	\$206.74
Payments/Adjustments:	\$0.00
CURRENT AMT DUE:	\$206.74

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

<small>Account Number</small>		<small>Please Pay This Amount:</small>	
_____		\$206.74	
<small>Patient Name</small>		<small>Due By:</small>	
_____		09/07/2016	
<small>Make Checks Payable To:</small>		<small>Amount Paid:</small>	
Baystate Medical Center		_____	

Go Green, Pay Online At

www.baystatehealth.org/billpay

Check box if your address or insurance information has changed. Please make changes on back.



BAYSTATE MEDICAL CENTER
 P.O. BOX 415555
 BOSTON, MA 02241-5555

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Patient Name _____ Account Number _____
 Responsible Party _____ Statement Date 06/30/2016

Three Ways To Pay:

- 1) Make a payment online by check or credit card at www.baystatehealth.org/billpay
- 2) Pay by phone at 413-794-9999 or 877-461-1931
- 3) Mail coupon with payment by check

REQUEST FOR PAYMENT

Dear _____,

Thank you in advance for your payment. Payments are due by the 20th of each month.

Current Account Balance: \$794.17
 Current Amount Due: \$200.00

If you have any questions regarding this account, please contact Patient Billing Services at 413-794-9999 (Toll free: 877-461-1931), Monday, Wednesday & Friday 8:00 a.m. to 4:00 p.m. and Tuesday & Thursday 8:00 a.m. to 6:00 p.m. Thank you.

AMOUNT DUE: \$200.00

For information about financial assistance, please contact us.
 Para informacion sobre Asistencia Financiera, favor de comunicarse con nosotros.

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Account Number: _____	Please Pay This Amount: \$200.00
Patient name: _____	Due By: 07/20/2016
Make Checks Payable To: Baystate Medical Center	Amount Paid:

Go Green, Pay Online At

www.baystatehealth.org/billpay

Check box if your address or insurance information has changed. Please make changes on back.



BAYSTATE MEDICAL CENTER
 P.O. BOX 415555
 BOSTON, MA 02241-5555

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Patient Name _____ Account Number _____
 Responsible Party _____ Statement Date
 07/30/2016

Three Ways To Pay:

- 1) Make a payment online by check or credit card at www.baystatehealth.org/billpay
- 2) Pay by phone at 413-794-9999 or 877-461-1931
- 3) Mail coupon with payment by check

**SUMMARY OF ACCOUNT
 IMMEDIATE ACTION IS REQUIRED**

Dear _____,

Our records show payment was not received as agreed. Please remit scheduled payment promptly. If you have already submitted payment, please disregard this notice.

Current Account Balance: \$263.26
 Current Amount Due: \$100.00

If you have any questions regarding this account, please contact Patient Billing Services at 413-794-9999 (Toll free: 877-461-1931), Monday, Wednesday & Friday 8:00 a.m. to 4:00 p.m. and Tuesday & Thursday 8:00 a.m. to 6:00 p.m. Thank you.

AMOUNT DUE: \$100.00

For information about financial assistance, please contact us.
 Para informacion sobre Asistencia Financiera, favor de comunicarse con nosotros

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Patient Name: _____		Please Pay This Amount: \$100.00	
Patient Name: _____		Due By:	08/09/2016
Make Checks Payable To: Baystate Medical Center		Amount Paid:	

Go Green, Pay Online At

www.baystatehealth.org/billpay

Check box if your address or insurance information has changed. Please make changes on back.



BAYSTATE MEDICAL CENTER
 P.O. BOX 415555
 BOSTON, MA 02241-5555

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Patient Name _____ Account Number _____
 Responsible Party _____ Statement Date 08/03/2016
 Insurance(s) FALLON Policy(s) _____

Three Ways To Pay:

- 1) Make a payment online by check or credit card at www.baystatehealth.org/billpay
- 2) Pay by phone at 413-794-9999 or 877-461-1931
- 3) Mail coupon with payment by check

**SUMMARY OF ACCOUNT
 IMMEDIATE ACTION REQUIRED**

Dear _____,

Thank you for choosing **BAYSTATE MEDICAL CENTER, REHAB** for your recent services. We have included a summary of your account balances for the services you received at our facility. Currently, you have a balance due which includes an amount due over 90 days. Please contact us immediately to make payment on this account or to speak with a Patient Billing Services representative. Failure to make payment on the amount due over 90 days may result in further action by an outside collection service.

If you have any questions or concerns, please contact Patient Billing Services at 413-794-9999 (Toll Free: 877-461-1931). We are available Monday, Wednesday and Friday, 8:00 a.m.- 4:00 p.m. and for your convenience Tuesday & Thursday until 6:00 p.m. Thank you.

For information about financial assistance, please contact us.
 Para información sobre Asistencia Financiera, favor de comunicarse con nosotros.

ACCOUNT #	SERVICE DATES FROM THRU	TOTAL CHARGES	PATIENT RESPONSIBILITY
		\$1290.24	\$60.00

0-30 Days	30- 60 Days	60- 90 days	Over 90 days	Total Due
\$.00	\$.00	\$.00	\$60.00	\$60.00

Baystate  Medical Center
 759 Chestnut St ~ Springfield MA 01199

Account Number:	Please Pay This Amount: \$60.00
Payment Name:	Due By: 08/13/2016
Make Checks Payable To: Baystate Medical Center	Amount Paid:

Go Green, Pay Online At

www.baystatehealth.org/billpay

Check box if your address or insurance information has changed. Please make changes on back.



BAYSTATE MEDICAL CENTER
 P.O. BOX 415555
 BOSTON, MA 02241-5555