ROSWELL PARK COMPREHENSIVE CANCER CENTER	**Roswell Park Comprehensive Cancer Center** Policy and Procedure	**Date Issued:** 7/1/1986	**Number:** 421.1
Title: Patient Payment Policy		**Revision:** 16	**Effective Date:** 6/11/2025
Prepared by: Director, Clinical Practice Plan; Director, Patient Financial Services		**Approved by:** Michael B. Sexton, Chief Legal Officer	**Page:** 1 of 7

A. GENERAL STATEMENT OF POLICY

Roswell Park Comprehensive Cancer Center (Roswell Park) is a comprehensive cancer research and treatment center which provides treatment for those afflicted with cancer and related diseases and conducts research to find cures for various forms of cancer. Roswell Park's charitable and scientific mission is furthered by judicious efforts to obtain reimbursement for services whenever reasonably possible. To further this effort, Roswell Park will provide information about insurance options, through NYS of Health, Medicaid, and the Cancer Services Program In addition, financial assistance may be provided to patients who have been determined by Roswell Park to require medically necessary treatment at Roswell Park and who do not have the ability to pay full charges, as determined under the qualification criteria set forth in this policy. Medically necessary treatment will include dental care that is directly related to a patient's active cancer treatment, but will exclude routine dental care and appliances. Roswell Park management recognizes its obligation to extend preference to New York State residents due to New York State financial support of Roswell Park. The discount program and levels contained in this policy that may exceed the statutory requirements are provided at the sole discretion of Roswell Park and are subject to change from time to time without prior notice. For purposes of compliance with the Hospital Assistance Law, Roswell Park defines its primary service area as all of New York State.

B. SCOPE

All members of the Clinical Staff, Administration, Patient Access, Financial Counseling, Clinical Authorization Team, and Patient Accounts.

C. ADMINISTRATION

This policy will be administered by the Chief Clinical Operations Officer, Chief Medical Officer and the Vice President of Revenue Cycle and the Clinical Practice Plan (CPP). In lieu of attachments, current forms referenced in this policy will be located in a Patient Payment Policy binder found in the Financial Counseling Department, with a copy kept by the Executive Director of Patient Financial Services.

D. POLICY / PROCEDURE

1. Patients with insurance and/or payment guarantees

a. The New Patient Scheduling Team will obtain and verify insurance for the initial visit. The Clinical Authorization Team will verify insurance eligibility and prior authorization requirement for each subsequent admission and specialty services. The Clinical Center Associate (CCA) in the ambulatory center will verify insurance and make any necessary updates.

b. The Clinical Authorization Team shall obtain any pre-authorization or pre-certification necessary for inpatient and outpatient services to assure payment. If authorization is required and not obtained or if the procedure the patient is to receive is not covered, the appropriate waiver or Advanced Beneficiary Notice (ABN) shall be signed by the patient in advance of treatment working with Financial Counseling and the clinical team.

c. Insurance will be billed and the patient will be billed for any remaining balance due, if contractually allowed and in compliance with NYS Surprise Bill Act. Co-payments, coinsurance, deductibles, and RPCCC's FA underinsured assigned out-of-pocket expenses will be collected at the time of service and/or billed to the patient post claims adjudication.

d. If the patient does not have insurance, a payment guarantee is to be signed by the patient and spouse, if available, or a responsible party with US citizenship and permanent US residency. Financial Counselors will assist with insurance enrollment as applicable to the patient's situation.

e. United States citizens who are not residents of New York State, who have no insurance, must make a cash deposit based on the estimated charges for the scheduled services and execute a written payment agreement.

f. Foreign Non-Canadian patients must provide a cash deposit minimum $5,000 US to cover an initial consultation, including Pathology and Physician visit(s). If expected charges for scheduled services exceed $5,000 the patient must make a deposit based on the estimated charges for the scheduled services or an acceptable payment guarantee must be provided. Roswell Park, at its sole discretion can waive all or part of this requirement if a payment guarantee from an embassy or insurance company is in place. An acceptable payment guarantee must be typed in the language understood by the guarantor, if necessary, with a copy in English and signed by an authorized individual and be either sent to the Roswell Financial Clearance Department prior to the patient's initial visit or provided by the patient upon his/her initial visit. It must include a specific dollar amount and time limit and may be one of the following:

    1. An acceptable letter of credit guaranteed by a bank.
    2. A written guarantee of payment from an embassy
    3. A written guarantee of payment from a foreign insurance company.

g. Canadian patients must provide one of the following before services will be rendered:

    1. A single patient agreement from a Provincial Minister of Health
    2. Verified coverage by a private insurance plan.
    3. Payment guarantee signed by the Canadian patient and/or responsible party with US citizenship and residency. The Canadian patient must provide a case deposit minimum $1,500 US to cover an initial consultation, including pathology and physician visit(s). If the cost estimate for the scheduled services exceeds $1,500, the patient must make an adequate deposit based on the cost estimate.

h. If a self-pay patient is scheduled to receive services during non-business hours, the deposit should be collected prior to the service being rendered. If this is not accomplished, the financial counselors must notify the Director of Financial Clearance.

i. Roswell Park expressly reserves the right to refuse non-emergency treatment to any non-New York State resident who does not provide a deposit, acceptable payment guarantee, insurance, or other evidence of a reasonable ability to pay. In addition, if a non-New York resident patient has Medicaid coverage from a state with which Roswell Park does not participate, Roswell Park reserves the right to refuse treatment. Roswell Park also reserves the right to not accept non-participating plans with whom Roswell Park cannot reach

agreement on contract and reimbursement terms. In such instances, the patient would be required, as directed by their health plan, to seek care at a participating provider.

Financial Assistance for Uninsured Patients Who are Residents of New York State.

j. Uninsured Patients who have income levels at or below 400% of Federal Poverty Level (FPL) who reside in New York State and who have been determined by Roswell Park to need medically necessary treatment at Roswell Park may apply for financial assistance in the form of reduced or discounted medical charges. This is not applicable to prescription drugs dispensed by our retail pharmacy in accordance with the provisions stated herein.

k. Patients seeking financial assistance must complete a Financial Assistance and provide the following documentation.

Proof of income for all members of the household

l. Eligible patients may apply for financial assistance at any point (including during collection process). Discounts will be applied retrospectively 180 days from the date of application. Roswell Park has the discretion to extend beyond the 180 days based upon extraordinary circumstances or undue financial hardship. A written decision regarding the patient's application shall be forwarded to the patient within 30 days of receipt of the completed application.

m. A patient shall have the right to appeal a denial of financial assistance by submitting a written request for review to the Director of Financial Clearance within 10 days of the date of the denial. A written response regarding the patient's appeal will be returned to the patient within 30 days of the appeal.

n. For eligible uninsured patients with household income at or below 400% of the current year FPL, financial assistance shall be in the form of a sliding scale discounts off Medicaid fee schedule amounts, as indicated below. Patients with incomes below 400% of the current FPL are deemed presumptively eligible for the financial assistance noted herein. See link with current Federal Poverty Guidelines.

o.

Income	Discount
200 % or less of FPL	100% Off Medicaid Fee Schedule
201 - 300% of FPL	90% Off Medicaid Fee Schedule
301 - 400% of FPL	80% Off Medicaid Fee Schedule

p. Patients who are NYS Residents, uninsured, and whose household income exceeds 400% FPL shall be considered for discounts off Roswell Park 's Usual and Customary charges for medically necessary services. This is a voluntary program of Roswell Park and does not apply to take home pharmaceuticals dispensed by our retail pharmacy. The voluntary program also is at the sole discretion of Roswell Park and can be modified or eliminated at any time.

Income	Discount
>400% of FPL	HNBC Fee Schedule plus 10%

q. Roswell Park may, at any time, in its discretion, request updated or additional financial information from any patient receiving financial assistance.

r. For NY Residents with Income greater than 500% of FPL, the fees calculated by the highest volume payer fee schedule plus 10% can be modified with the approval of the CFO on a case-by-case basis. Factors that go into this decision making will be primarily governed by market competitiveness of the fee and other financial considerations.

s. If at any time, Roswell Park should determine that any information provided by the patient is false, incomplete or otherwise misleading, Roswell Park may revoke and reverse any discounts applied to charges and seek full charges for services rendered to the patient. Similarly, patients who are afforded assistance but refuse to cooperate with payment or payment plans may have their assistance revoked to the extent allowed by Hospital Financial Aid Law.

2. <u>Financial Assistance for Underinsured Patients Who Are Residents of New York State</u>

a. "Underinsured Patients" shall mean: (i) insured patients who reside in New York; and (ii) who have been determined by Roswell Park to need medically necessary treatment at Roswell Park, and who have demonstrated an inability to pay co-pays and deductible amounts in accordance with the provisions of this policy. Underinsured patients may apply for financial assistance pursuant to the provisions of this policy if their household incomes do not exceed 400% of FPL. Those whose household income is above 400% of FPL will not be eligible for the underinsured program. This is a voluntary program of Roswell Park and may be modified or discontinued at any time.

b. The provisions of Section 2, paragraphs (a) through (j) above, are incorporated herein and shall govern the procedures to be followed to determine eligibility for financial assistance for underinsured patients.

c. For qualified Underinsured Patients, the discount percentages noted below shall be applied against the balance owed by the patient.

Income	Discount
200% or less of FPL	100%
201 - 300% of FPL	90%
301% - 400% of FPL	80%

3. **<u>Discount Policy for Uninsured Patients (Including Foreign Patients) Who are not Residents of New York State.</u>**

a. Uninsured patients (including non-US Citizens) who are not residents of New York State and who have been determined by Roswell Park to need medically necessary treatment at Roswell Park may be eligible for reduced or discounted medical charges in accordance with the provisions stated herein. This is a voluntary program of Roswell Park and may be modified or discontinued at any time.

b. No Assistance Program will be offered for patients who are: (i) underinsured; and (ii) who are not New York residents.

c. For uninsured foreign patients (including patients who are US Citizens but reside outside of NYS) a discount program will be available off Roswell Park's reasonable and customary charges. These discounts will be based on the highest volume Commercial Payer Fee schedules plus 15%. This Voluntary Program does not apply to take home pharmaceuticals dispensed by our retail pharmacy. This Voluntary Program also is at the sole discretion of Roswell Park and can be modified or eliminated at any time.

4. **Extended Or Installment Payment Agreements.**

If at any point after service/treatment has been rendered to a patient, an extended payment arrangement is requested by the patient, immediate referral of the account shall be made to the Roswell Park self pay unit. The Roswell Park self pay unit will arrange a written payment plan appropriate under the particular circumstances of the account. The monthly payment under any such repayment plan shall not exceed 5% of the patient's gross monthly income and interest shall not be charged on any unpaid balance.

Patients who consistently fail to comply with the terms their payment plan (default on their payment plan), at the sole discretion of Roswell Park, may have their payment plan discontinued and the full balance will be due and payable within 10 days of that default determination.

5. **Collection Practices and Procedures**

a. Roswell Park shall not pursue collection from any patient who is determined to be eligible for Medicaid at the time services were rendered and for which services Medicaid payment is available.

b. Roswell Park shall not pursue foreclosure or forced sale of a patient's primary residence in order to collect an outstanding medical bill.

c. Roswell Park shall refrain from forwarding an account to collection while a determination of the patient's eligibility for financial assistance is being considered.

d. Roswell Park shall notify the patient in writing (including notification on a patient bill) not less than 30 days prior to referral of the account for collection.

e. Roswell Park shall require that any collection agency acting on behalf of Roswell Park agree to comply with Roswell Park 's patient payment policies and procedures including providing information to patients on how to apply for financial assistance as appropriate. In addition, Roswell Park shall require that any collection agency acting on behalf of Roswell Park obtain Roswell Park 's written consent prior to commencing a legal action to collect a debt owed to Roswell Park.

f. All agents of Roswell Park shall not report any debts or delinquencies to any Credit Agencies, pursuant to the Fair Medical Debt Reporting Act (December 2023).

6. **Implementation and Administration, Responsibilities and Requirements.**

a. The Financial Clearance Department shall maintain and implement a set of Financial Assistance Standard Operating procedures that will be in full compliance with NYS Department of Health requirements with respect to financial assistance for uninsured patients.

b. Information about the Patient Payment Policy, including the availability of financial assistance shall be provided to patients and communicated to the general public.

c. Roswell Park staff who interact with patients about payment issues and financial aid availability or who have responsibility for billing and collections shall receive training on an annual basis on the patient payment policies and procedures. All such staff shall treat patients with courtesy, confidentiality and cultural sensitivity.

E. DISTRIBUTION

This Policy and Procedure will be distributed to all Roswell Park Managers via the Roswell Park internal web page and to holders of backup hard copies of the manual. Managers are responsible for communicating policy content to pertinent staff.