

# Our Policy on Patient Financial Arrangements and Any Advertising Thereof

This Document (“Model Financial Policy Summary”) Summarizes the Terms, Limits, and Disclaimers Associated with Any Payment Plans, Conditional “After-the-Fact” Discounts, and Any Free and Pre-Discounted Items Which Our Office May Give Away. It Also Summarizes the Terms, Limits and Disclaimers Associated with Any Advertising Which Our Office May Conduct Relating to Such Plans, Discounts, and Give-Aways. This Summary is Not Our Full Policy, But Rather Serves as a Synopsis of Key Provisions.

**DRAFT ONLY | Version 1.50 | Last Revised: Aug. 17, 2018**

## Introduction

If you are a prospective patient at Our Office – or an insurance payer – in addition to reading the entire summary, we encourage you to review the “Definitions” section below as well as the section entitled, “Areas of Concern Addressed in This Summary and Financial Policy.”

This summary discusses the various terms, limits, and disclaimers associated with the optional care plans, payment plans, and any reasonably-legitimate discounts (including possibly also free items) which may be offered at, and potentially also advertised by, Our Office from time to time on a conditional and/or limited basis. If you have any questions relating to this summary, please feel free to contact Our Office.

**COPYRIGHT © 2017-PRESENT BY BEST BUSINESS ENTERPRISES, LLC DBA BEST HEALTHCARE ENTERPRISES. ALL RIGHTS RESERVED. WITHOUT LIMITING OUR RIGHTS IN ANY FASHION, UNDER NO CIRCUMSTANCES MAY YOU LINK TO, OR ATTEMPT TO COPY OR INCORPORATE (“USE”) ANY PART OF, THIS PAGE OR MODEL FINANCIAL POLICY SUMMARY EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY BEST INJURY PRACTICES. ONLY HEALTHCARE ENTITIES WHICH ARE IN IMPLEMENTATION OF BEST INJURY PRACTICES TRAINING MAY BE PERMITTED TO USE THIS RESOURCE. VIOLATIONS WILL RESULT IN FULL REPORTING OF YOUR PRACTICE IN ADDITION TO ALL OTHER AVAILABLE REMEDIES.**

## **PREAMBLE AND PURPOSE**

Due to the increasing costs of healthcare, and as well as of complexities in healthcare and insurance reimbursement, the purpose of this Summary as well as of the Financial Policy is two-fold. First, it is help provide for a more uniform, structured, and legitimized set of financial terms for Adopting Companies to adopt and make available to their patients as they see fit, particularly those terms relating to their Optional Care Plans, Payment Plans, and any legitimized Discount arrangements. Second, it is to help protect all stakeholders involved, including without limit those of patients, Adopting Companies, and insurance payers. This Summary aims to serve this latter purpose through the continuous development, improvement, and notice of key provisions of our Financial Policy.

This Summary serves as a general synopsis of financial policy provisions of any independent licensee of Best Injury Practices, Inc. that expressly adopts the Financial Policy as indicated on its website(s) or otherwise (referred to herein alternatively as "Adopting Company" and "Our Office").

## **INITIAL TEST PHASE; COMMITMENT TO CONTINUOUSLY IMPROVE; NON-EXCLUSIVITY**

Initially, the Financial Policy is being provided on a test-basis by Our Office. Moreover, Our Office is committed to continuously improving all facets of our practice including without limit the terms of our Financial Policy. The position of Our Office is that there may be numerous reasonable, alternative and/or supplemental, approaches to the Areas of Concern Addressed in This Summary and Financial Policy.

## **AVAILABILITY AND APPLICABILITY**

This Summary of the Model Policy on Patient Financial Arrangements (herein, depending on the context, "Summary," "Model Financial Policy Summary," and "Financial Policy") is located online on one or more related web sites (in an Adobe PDF format) including without limit at the following URL: <http://www.best-businesses.us>. This Summary is also accessible through the URL, <http://www.ModelFinancialPolicy.com>, as well as through various menu options available on the foregoing web site(s).

## **CONFLICTS BETWEEN THIS SUMMARY AND THE FINANCIAL POLICY**

In the event of a conflict between a term of this Summary and a term of the governing Financial Policy, the term of the Financial Policy shall control and supersede the term of this Summary.

## **APPLICABILITY; INCORPORATION OF UNIFORM LEGAL NOTICE**

You are responsible for reading these terms carefully, as well as the terms of the Uniform Legal Notice, as a condition of using any web site(s) of Adopting Company, as well as of purchasing, using, and relying upon, Adopting Company Resources, including without limit any healthcare services of the Adopting Company.

## **ADDITIONAL DISCLAIMERS**

THE RESOURCES OF ADOPTING COMPANY AND/OR OF OTHER ANCILLARY ENTITIES DO NOT CONSTITUTE LEGAL ADVICE, CANNOT BE RELIED UPON AS LEGAL ADVICE, AND DO NOT ESTABLISH A CLIENT-ATTORNEY RELATIONSHIP. IF YOU HAVE QUESTIONS OR ISSUES OF A LEGAL NATURE, YOU SHOULD CONTACT AN ATTORNEY AT LAW.

## **AREAS OF CONCERN ADDRESSED IN THIS SUMMARY AND FINANCIAL POLICY**

During the initial test stage, Our Office aims to test and refine, ultimately with a view of adopting, a comprehensive, consistent, written policy which addresses several main areas of concern including without limit:

- A. OPTIONAL CARE PLANS** – THE IMPLEMENTATION OF A SERIES OF OPTIONAL CARE PLANS FOR PATIENTS WHO DUE PRIMARILY TO FINANCIAL, TIME AND/OR OTHER CONSTRAINTS MAY NOT BE IN AN OPTIMAL POSITION TO RECEIVE CERTAIN PORTIONS OF CARE RECOMMENDED BY OUR OFFICE, YET MIGHT STILL BENEFIT FROM MORE LIMITED FORMS OF CARE WITHOUT ADVERSE CONSEQUENCES AS DETERMINED BY OUR OFFICE;
- B. PAYMENT PLANS** – THE IMPLEMENTATION OF A SERIES OF PAYMENT PLAN OPTIONS FOR PATIENTS WHO DUE TO UNIQUE FINANCIAL CIRCUMSTANCES, MAY DESIRE OR REQUIRE GREATER FLEXIBILITY WHEN IT COMES TO PAYING FOR THE COSTS OF THEIR CARE;
- C. FREE AND PRE-DISCOUNTED ITEMS AT OUR OFFICE** – A SET OF GUIDELINES GOVERNING THE PROVISION OF ANY ITEMS AT OUR OFFICE WHICH OUR OFFICE MAY SEEK TO PERIODICALLY EXTEND TO THE COMMUNITY ON A FREE, “BEFORE-THE-FACT-DISCOUNTED,” AND/OR ONE-TIME-LIMITED BASIS, BUT IN A WAY WHICH REASONABLY GUARDS AGAINST THE RISK OF OVERLY-INFLUENCING THE PATIENT TO NECESSARILY RECEIVE CARE WHICH (1) IS DELIVERED AT OUR PARTICULAR OFFICE, (2) IS NON-EMERGENT, AND (3) MAY BE REIMBURSABLE BY ONE OR MORE INSURANCE PAYERS.
- D. CONDITIONAL, AFTER-THE-FACT DISCOUNTS BASED ON REASONABLY-LEGITIMATE CONSIDERATIONS** – THE IMPLEMENTATION OF A SERIES OF REASONABLE, CONDITIONAL, AFTER-THE-FACT DISCOUNTS FOR UNINSURED AND UNDERINSURED PATIENTS BASED ON “PROMPT PAY,” “HARDSHIP,” “ADMINISTRATIVE SIMPLIFICATION,” AND OTHER REASONABLY-LEGITIMATE CONSIDERATIONS.

- E. ULTIMATE FINANCIAL RESPONSIBILITY OF THE PATIENT** – THE IMPLEMENTATION OF WRITTEN DOCUMENTATION AT OUR OFFICE THAT MAKES IT CLEAR THAT WHILE OUR OFFICE IS COMMITTED TO ASSISTING THE PATIENT IN THE REIMBURSEMENT OF THE CARE WHICH THEY RECEIVE AT OUR OFFICE, THE PATIENT IS ULTIMATELY RESPONSIBLE FOR THE COSTS OF THEIR CARE.
- F. ADVERTISING OF THE ABOVE** – THE IMPLEMENTATION OF REASONABLE WAYS OF PROMOTING OUR TYPE OF SERVICES IN THE FORM OF LIMITED PROMOTIONALS, WHILE AT THE SAME TIME TAKING MEASURES TO (1) PROPERLY DISCLAIM SUCH PROMOTIONALS, (2) SEPARATE SUCH PROMOTIONALS FROM THE DELIVERY OF COURSES OF CARE WHICH MAY BE POTENTIALLY REIMBURSABLE BY ONE OR MORE INSURANCE PAYERS, AND (3) DEVELOP A PLAN FOR RETROACTIVELY REFORMING PAST ADVERTISING CONSISTENT WITH OUR FINANCIAL POLICY TO THE EXTENT PRACTICABLE.
- G. GENERAL NOTICE TO ALL STAKEHOLDERS FOR HELPING TO WORK THROUGH ANY POTENTIAL ISSUES** – THE IMPLEMENTATION OF VARIOUS WAYS OF PROVIDING REASONABLE UPFRONT NOTICE TO PATIENTS AND INSURANCE PAYERS OF THE OPTIONAL CARE PLANS, PAYMENT PLANS, DISCOUNTS, DISCLAIMERS AND PROTECTIONS FOR THE SAKE OF WORKING THROUGH ANY POTENTIAL ISSUES;

## DEFINITIONS

- A. “Free or Pre-Discounted Items at Our Office” shall mean those items, whether related to healthcare goods or services or not, which Our Office elects to give away, if any, on a free or discounted basis to the community as described by the following mutually-exclusive classes:
- i. Class 1 Items. Class 1 Items include those items which (1) Our Office has deemed to be not likely to be reimbursable by any insurance payer to whom Our Office periodically submits claims and (2) are not extended in conjunction with, or, to the extent practicable, on the same day as a new non-emergent course of care which is likely to be reimbursable by one or more insurance payers to whom Our Office periodically submits claims. Class 1 Items include without limit the terms, “Free Consult,” “Free Screenings at Public Events,” and “Feel-Good Massage and Other Such Services.” Class 1 Items also include without limit items which Our Office may elect to give away in the form of contests, drawings, and/or rewards, which may be conditioned on the sharing of advertising information with others, the provision of testimonials, and/or on other like conditions;
  - ii. Class 2 Items. Class 2 Items include those items which (1) Our Office has represented at the time of the offer (and during the financial consult as may be necessary) do not apply to individuals who either elect or are required to have such items, as well as any related courses of care, submitted to an insurance payer (e.g., Medicare, Medicaid, etc.), (2) Our Office has represented at the time of the offer are contingent upon the medical necessity of the items, (3) Our Office has taken reasonable measures to ensure, along with any related course of care arising from application of the offer to the patient’s account, are not billed to,

or reimbursed by, any insurance payer, and (4) are not offered in the absence of reasonable limitations designed to restrict the offers in various ways including through the application of one or more of the following:

1. Reasonable overall time limits or time-based cut-offs (e.g., expiration dates),
  2. Reasonable limits on the number and/or scope of individuals eligible to redeem the offers prior to their expiration,
  3. Reasonable restrictions on the allowed number of redemptions per individual per period of time, and/or
  4. Reasonable gaps in time when making the offer to the same group of identifiable individuals (the terms of this paragraph relating to Class 2 Items are referred to herein as “One-Time-Limited Offer.”)
- B. “One-Time-Limited Offer” shall mean an offer of Free or Pre-Discounted Items at Our Office subject to the terms of Subsection entitled, “Class 2 Items,” of this Financial Policy.
- C. “Free Consult” and “Free Consultation,” shall mean any consult with either a licensed healthcare practitioner or a staff member of Our Office where no medical decision-making and/or other essential component of an Evaluation & Management (E/M) service is involved and, hence, where the consult cannot be billed to an insurance payer as such or under any known circumstances.
- D. “Feel-Good Massage and Other Such Services” shall mean any service which is (a) lacking in one or more basic components of an insurance-reimbursable service, and (b) applied for purposes which Our Office has deemed not likely to be reimbursable by any insurance payer to whom Our Office periodically submits claims. By way of example, a “Feel-Good Massage” as may be provided in our Office lacks several of the basic elements a “manual therapy technique” and therefore cannot be billed to an insurance payer as such or under any known circumstances.
- E. “No Out-of-Pocket Cost,” “No Copay Required,” and other similar phrases wherever they may be used in any advertising of Our Office in conjunction with automobile accidents, work-related accidents, slip-and-fall events, and other traumatic events shall not in any respect be construed to mean that in no event shall the patient be financially responsible for the care which they receive at Our Office, or that Our Office has agreed in any respect to “write-off” whatever the insurance payers decline or refuse to pay. Instead, such phrases shall simply refer to the general possibility of such reimbursement, as opposed to any guarantee.
- F. “Payment Plan” shall mean an Office-based credit or financing agreement between Our Office and the patient whereby some or all of the patient’s financial obligation is “flattened out” and/or “extended out” in the form of installment payments owing by the patient towards the

patient's charges. Nothing in the term, "Payment Plan," shall be construed to indicate that the patient has necessarily been extended a Discount as defined herein.

- G. "After-the-Fact Discount" shall refer to a conditional discount which (1) may be applied to one or more selected items based on reasonably-legitimate considerations, (2) is not conspicuously or overtly part of any advertising effort, and (3) which is only disclosed in a general, qualified fashion when a prospective patient calls the Office and inquires about pricing, but may be more specifically disclosed at the Office when the patient actually presents for care. The term includes without limit, "hardship," "prompt pay," "administrative simplification," "medical education," "bad debt," and other reasonably-legitimate considerations.
- H. "Discount" as used in this document, depending on the context, shall refer either to an "After-the-Fact Discount" or to "Free or Pre-Discounted Items at Our Office."
- I. "Advertising Disclaimers" shall refer to qualifying text included with our advertising that, among other things, (1) make it clear that Payment Plans are conditional, may require qualification, and do not constitute any agreement to discount our fees; (2) make it clear that any items which may be offered for Free or on a Pre-Discounted basis under A.ii of this Definitions section constitute a "Time-Limited Offer" and are "not available to individuals covered by Medicare, Medicaid, or other applicable insurances" and is "subject to medical necessity," and (3) make it clear that for more details, the reader of the advertising should refer to this online Financial Policy.
- J. "Items," "Care," "Services," and other substantially similar terms, where the context indicates, shall mean the healthcare goods and services delivered at our Office.

## **OTHER TERMS**

Our Financial Policy is to (1) implement appropriate Advertising Disclaimers wherever practicable in conjunction with the promotion of our Payment Plans, as well as with any Free or Pre-Discounted Items, which we may provide from time-to-time at Our Office on a conditional and/or limited basis; (2) program or configure any online implementations of One-Time-Limited Offers, to the extent practicable, so as to ensure that such offers are reasonably restricted as set forth herein; and (3) develop a plan for retroactively reforming past advertising consistent with our Financial Policy to the extent practicable.

Our Financial Policy is to implement reasonable protections to guard against retroactively amending the posting of past Charges, particularly where there is reason to believe that such Charges, deemed by Our Office to have been paid-in-full, may be subsequently filed as claims to an insurance payer.

Our Financial Policy is to implement appropriate written documentation at Our Office that makes it clear that while Our Office is committed to assisting the patient in the reimbursement of the care which they receive at Our Office, the patient is ultimately responsible for the costs of their care.

In the event it is reasonably substantiated by an inquiring payer that the various payment plans and/or discount processes which Our Office may apply to qualifying patient accounts under our Financial Policy may be unreasonable under the law, or may be required to be extended to the payer under the law, our Office will seek to work with the payer on an equitable and good faith basis towards a mutually-agreeable and -reasonable modification of our Financial Policy, provided that (a) such modification in our estimation is reasonably-likely to be acceptable to other payers similarly-situated and shall be applicable to new courses of care moving forward, (b) no portion of any such modification is likely to result, directly or indirectly, in what could potentially be interpreted as an inducement to any patient or authorized representative of the patient, and (c) in no respects shall any such modification deemed to be a concession in any given instance that care has somehow been not medically-necessary, not causally-related to an accident, or otherwise not appropriately-billable to an insurance payer.