

## **INTELLIGENEDX BILLING POLICIES**

NOTE: Questions regarding billing should be directed to INTELLIGENEDX billing department at the Toll-Free Number 844-753-1394 between the hours of **6:30am and 5:00pm Pacific Time**, Monday through Friday.

INTELLIGENEDX Federal Tax ID number is 30-0855158.

### **1.0 Objective**

It is the intent of INTELLIGENEDX to conduct all billing transactions in ways that are consistent with all state and federal regulations, as well as the Health Insurance Portability Act of 1996 (HIPAA), the Office of Inspector General (OIG) Compliance Guidelines for Clinical Laboratories, the OIG Compliance Guidelines for Third Party Medical Billing Companies and the INTELLIGENEDX Compliance Plan.

### **2.0 Principle**

2.1 this document describes how all applicable compliance and regulatory initiatives will be incorporated into INTELLIGENEDX billing policies.

2.2 this document will apply to all INTELLIGENEDX personnel involved in the sales, marketing provider service or billing departments, as well as any outside billing vendor operating on our behalf.

### **3.0 References**

3.1 Clinical Laboratory Improvement Act of 1988

3.2 CMS Program Memorandum AB-02 -168 (Advanced Beneficiary Notices)

3.3 CMS Program Memorandums B-03-045, B-03-046 and AB-03-091 (ICD-9 code requirements)

3.4 Federal Anti-Referral (Stark) Regulations

3.5 Health Insurance Portability and Accountability Act of 1996

3.6 Medicare's Correct Coding Initiative

3.7 OIG Compliance Program Guidelines for Clinical Laboratories; Federal Register Vol. 63, No. 163 August 24, 1998

3.8 OIG Compliance Program Guidelines for Third Party Medical Billing Companies; Federal Register Vol. 63, No. 243 December 18, 1998

3.9 Clinical Laboratory Improvement Act of 1988 (CLIA)

3.10 CMS Program Memorandums B-03-045, B-03-046 and AB-03-091 (ICD-9 code requirements)

3.11 Federal Anti-Referral (Stark) Regulations

3.12 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

3.13 OIG Compliance Program Guidelines for Clinical Laboratories; Federal Register Vol. 63, No. 163 August 24, 1998

- 3.14 OIG Compliance Program Guidelines for Third Party Medical Billing Companies;  
Federal Register Vol. 63, No. 243 December 18. 1998
- 3.15 Health Information Technology for Economic and Clinical Health Act of 2009  
(HITECH)

#### **4.0 Definitions and Acronyms**

CMS	Centers for Medicare and Medicaid Services
LIMS	Laboratory Information Management Systems
EOB	Explanation of Benefits
Health Specific Consultant	A Consultant who interacts with Genetic-Oncology patients, physicians and or payors
HIPAA	Health Insurance Portability and Accountability Act
OIG	Office of Inspector General
RA	Remittance Advice

#### **5.0 Responsibilities**

- 5.1 The INTELLIGENEDX Reimbursement Department is responsible for overseeing adherence to these policies.
- 5.2 The INTELLIGENEDX Reimbursement Department is responsible for ensuring that the contracted billing vendor implements this policy as described.
- 5.3 All INTELLIGENEDX Employees and Healthcare Specific Consultants are responsible for adhering to, and communicating accurately, the policies described in this document.

#### **6.0 Procedure**

##### **6.1 Accessioning Policies**

- 6.1.1 Information provided on all requisitions, regardless of payment method, will be entered into EngageDx/LIMS.
- 6.1.2 The financially responsible party will be identified for each requisition, to include third party payer, patient, or ordering entity. If ordering entity is determined to be financially responsible, billing contact information must be obtained.
- 6.1.3 Date of Service for INTELLIGENEDX billings will be the date the specimen is collected or the date of archive retrieval (for Medicare samples where the archive retrieval date is greater than 14 days from collection). INTELLIGENEDX Customer Services department will obtain any missing information regarding specimen collection date for Medicare patients. Medicare policies will be followed to determine whether a specimen has been stored

following a hospital inpatient or outpatient procedure sufficiently long to be considered archived, according to current Medicare regulations.

6.1.4 Credit check, if any, will be performed at the discretion of management using an external credit agency, prior to account opening, must indicate acceptable risk for payment as established by the INTELLIGENEDX Finance Department.

6.1.5 Accounts and submitting physicians will be checked against the Office of the Inspector General's Exclusion Database at appropriate intervals. Specimens will not be accepted for testing from physicians, hospitals or laboratories that are excluded from the Medicare program.

## **6.2 Client Bill Policies**

6.2.1 Any invoices referred by the billing vendor for missing, erroneous or incomplete information will be followed-up with client billed entity by INTELLIGENEDX reimbursement personnel or designee.

6.2.2 Invoices will be sent on a monthly basis. INTELLIGENEDX reserves the right to assess interest for any balances that remain outstanding after 30 days.

6.2.3 Invoices will be for contracted amounts, if any. If no contracted fee arrangement exists, client accounts will be billed according to list price fee schedule.

6.2.4 For client bills, the billing vendor will send three routine invoices, and make two additional attempts (e.g. dunning letter, phone call) to obtain payment, after which INTELLIGENEDX may:

6.2.4.1 Send the invoice to an outside collection agency if payment is not received or acceptable payment plan developed, based on INTELLIGENEDX policy or,

6.2.4.2 Write off the invoice to bad debt.

Note: Decisions to submit client accounts to an outside collection agency will be made by the INTELLIGENEDX Finance Department based on established criteria.

## **6.3 Medicare and Medicaid**

6.3.1 INTELLIGENEDX will bill Medicare and Medicaid directly when permitted by law.

6.3.1.2 Medicare and Medicaid programs will be billed at INTELLIGENEDX's "usual and customary charge."

6.3.3 Section 6.3.1.2. shall not preclude INTELLIGENEDX from increasing its charge to Medicare and Medicaid for a given test in a given calendar year so long as (1) the augmented charge reflects an increase in INTELLIGENEDX's list

price to all payers and (2) the increased charge is not “substantially in excess” of the old charge.

6.3.4 The Medicare payment amount will be the lesser of the actual charge, the fee schedule amount, or the national limitation amount if one has been established.

6.3.5 Any deductibles and coinsurance will be billed to the patient or, if applicable, his or her supplemental insurance plan.

#### **6.4 Non-Contracted Insurance**

6.4.1 INTELLIGENEDX will bill all insurance plans at the usual and customary charge as defined in section 6.3 above.

6.4.2 The billing vendor will send correspondence notifying patients that their insurance has been billed on their behalf.

6.4.3 Patients will not be responsible for any amounts indicated by their plan as above “usual and customary” or “allowable” unless these amounts are deemed unacceptable by INTELLIGENEDX and applicable state law permits balance billing to enrollees and beneficiaries of non-contracting commercial plans and payers.

6.4.5 INTELLIGENEDX will bill patients for any non-covered services, co-payments, deductibles or co-insurance balances as indicated by their insurer unless the patient meets certain financial criteria as defined in the INTELLIGENEDX Financial Assistance Program. Refer to 6.6,

6.6 Financially Indigent Patients and 6.7,

6.7 Medically Indigent Patients.

6.4.6 In extraordinary circumstances, it may be determined that a patient’s financial responsibility shall be waived. This determination would be made by the appropriate committee, headed by the Director of Finance.

6.4.7 The billing vendor will be instructed to not send a patient bill until all reasonable attempts at appeal, as defined by the billing vendor and INTELLIGENEDX, have been made and the bill can accurately reflect amounts truly owed by patient.

6.4.8 INTELLIGENEDX will affirmatively inquire whether a patient maintains supplemental insurance coverage and bill such coverage on the patient’s behalf before seeking to balance bill the patient under the conditions referenced in section 6.4.3.

6.4.9 For patient bills, the billing vendor will send three routine bills, and may make one additional attempts (e.g. dunning letter, phone call) to obtain payment, after which INTELLIGENEDX may:

6.4.8.1 Send the bill to an outside collection agency if payment is not received or acceptable payment plan developed, based on INTELLIGENEDX policy, or

6.4.8.2 Write off the claim to bad debt.

**Note: Decisions to send an account to an outside collection agency will be made by the INTELLIGENEDX Reimbursement Department based on established criteria as approved by INTELLIGENEDX Director of Finance. Patients whom we determine have received payment directly from their insurer, and who have not**

**forwarded that payment to INTELLIGENEDX, will be sent to an outside agency for collection of the amounts received from their insurer.**

6.4.9 The billing vendor will be instructed by INTELLIGENEDX, in certain cases, to work out appropriate payment plans with patients for balances owed.

6.4.10 To ensure complete information transmission and timely billing, we recommend that a photocopy of the front and back of the patient's insurance card be attached to the Test Requisition Form when the specimen/sample is submitted.

## **6.5 Contracted Insurance**

6.5.1 It is the general policy of INTELLIGENEDX to pursue appropriate in-network provider relationships in order to expedite utilization of our testing, for appropriate patients, and minimize patient financial responsibility.

6.5.2 INTELLIGENEDX will evaluate contract proposals based on criteria such as:

6.5.2.1 Acceptable claim submission policy regarding time allowed to submit a clean claim, with a minimum allowed filing period of 60 days;

6.5.2.2 Medical necessity or pre-authorization requirements; and

6.5.2.3 Acceptable reimbursement rates, where rates are on a fixed dollar amount on a per test basis.

6.5.3 Contracted insurance carriers will be billed at INTELLIGENEDX's contracted price.

6.5.4 The billing vendor will send a statement notifying patients that their insurance has been billed on their behalf.

6.5.6 Co-pays and deductibles as indicated on EOB (Explanation of Benefits) or RA (Remittance Advice) will be billed to the patient.

6.5.7 INTELLIGENEDX will bill patients for any non-covered services, co-payments, deductibles or co-insurance balances as indicated by their insurers unless the patient meets certain financial criteria as defined in the INTELLIGENEDX Financial Assistance Program.

6.5.8 In extraordinary circumstances, it may be determined that a patient's financial responsibility shall be waived. This determination would be made by the appropriate committee, headed by the Director of Finance.

6.5.9 Patients will not be balance billed unless permitted by state law and the terms of contract with the pertinent payer.

## **6.6 Financially Indigent Patients**

6.6.1 A patient will be deemed financially indigent if his or her referring physician submits an appropriate certification that (1) the physician has determined through independent inquiry (i.e., not just based upon the patient's representations) that such patient is uninsured by a private payer or government program and meets financial indigence criteria adopted by INTELLIGENEDX, and (2) the referring physician is offering his or her service to the patient at significantly discounted rates owing to the

patient's financial indigence. See *Application for Economic Hardship*. Applications for Economic Hardship must be submitted through the INTELLIGENEDX Provider Services department.

6.6.2 INTELLIGENEDX will waive its charge for tests to qualified financially indigent patients.

6.6.3 INTELLIGENEDX will limit its Financially Indigent program to 2% (per cent) of clinical testing volume performed, on an annual basis. This number may be adjusted, subject to approval by the INTELLIGENEDX Finance Department. This program is limited to legal residents and citizens of the United States of America.

6.6.4 Referring physicians seeking assistance for their patients through the program will be required to obtain approval prior to submitting a specimen.

6.6.5 Approval for financial assistance will be granted on a first-come-first-served basis to any referring physician submitting appropriate documentation under section 6.6.1 above until such time as the financial indigence care budget described in section 6.6.3 above is exhausted; once the financial indigence budget is exhausted for the year, requests for assistance based on financial indigence must be denied unless the financial assistance budget is augmented to permit additional assistance on a first-come-first-served basis.

6.6.6 Under no circumstances may the patients of a designated physician or physician(s) be given preferable access to financial assistance hereunder; financial assistance is offered on a first-come-first-served basis to patients of all physicians.

6.6.7 The INTELLIGENEDX Provider Services department shall forward information on all patients who have been approved for financial assistance for financially indigent patients to the INTELLIGENEDX Finance Department.

## **6.7 Medically Indigent Patients**

6.7.1 In addition to its policy and procedure in section 6.6 for providing assistance to financially indigent persons, INTELLIGENEDX has established a distinct policy for providing assistance to medically indigent persons.

6.7.2 The medically indigent are those persons who do not qualify as financially indigent under section 6.6, but for whom payment of the otherwise-applicable charge or cost-sharing requirement would constitute an undue hardship.

6.7.3 INTELLIGENEDX will discount (and, in some cases, waive) its charge for tests to medically indigent patients. INTELLIGENEDX may also establish a payment plan for such patients.

6.7.4 The procedure for furnishing assistance to the medically indigent is described below. INTELLIGENEDX's third party billing vendor is responsible for performing this process.

6.7.4.1 Obtain the completed *Application for Payment Plan Assistance* with required supporting documentation from the patient.

6.7.4.2 Financial eligibility will be determined using the INTELLIGENEDX *Financial Assistance Guidelines*:

<b>Household Adjusted Gross Income (AGI)</b>	<b>Amount to be Paid</b>
\$0 up to \$50,000	\$40.00
\$50,001 up to \$75,000	\$100.00
\$75,001 up to \$100,000	\$200.00
\$100,001 up to \$150,000	\$300.00

6.7.4.2.1 Once the amount for which the patient is liable has been determined, use the table below to determine the recommended payment plan for the patient.

<b>Amount Owed</b>	<b>Payment Plan</b>
<b>≤\$1,000</b>	<b>Patient has 6 months to pay</b>
<b>\$1,001 - \$2,000</b>	<b>Patient has 9 months to pay</b>
<b>&gt;\$2,001</b>	<b>Patient has 12 months to pay</b>

6.7.4.2.2 Document the payment plan in the Billing System.

6.7.3 Late payments may be assessed interest as allowed by law.

6.7.4 Missed payments without prior arrangements may put patient at risk for being dropped from program or sent to collection, at discretion of the INTELLIGENEDX Finance Department.

6.7.5 Special exceptions to these guidelines may be made at the discretion of the INTELLIGENEDX Finance Department.

**6.8** INTELLIGENEDX reserves the right to modify or discontinue any programs described in sections 6.6 and 6.7 at any time.

## **7.0** Records

Records generated by this process shall be maintained as required by law.