

“Supplemental Financial Policy”

Relating to the Offering and Advertising of Patient Financial Arrangements and Discounts at Our Office

DRAFT | Version 3.0 | Last Revised – May 17, 2021

PLEASE NOTE: THIS “SUPPLEMENTAL FINANCIAL POLICY” SUMMARIZES THE TERMS, LIMITS, AND DISCLAIMERS ASSOCIATED WITH OUR **OPTIONAL CARE PLANS..., CASH PAYMENT PLANS..., CONDITIONAL “AFTER-THE-FACT” DISCOUNTS..., AND ANY FREE AND PRE-DISCOUNTED ITEMS** WHICH OUR OFFICE MAY OFFER AND ADVERTISE.

INTRODUCTION

If you are a prospective patient at our Office – or an insurance payer – we encourage you to review the contents of this Policy.

This Policy summarizes the various terms, limits, and disclaimers associated with our optional care plans, cash 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 Policy, please feel free to contact our Office.

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PREAMBLE AND PURPOSE

In light of the increasing costs of healthcare, and as well as of complexities in healthcare and insurance reimbursement, the purpose of this Supplemental 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 relating to Optional Care Plans, Cash Payment Plans, and Discount arrangements. Second, it is to help protect the interests of all key stakeholders involved.

INITIAL TEST PHASE; NON-EXCLUSIVITY

This Supplemental Financial Policy is currently being provided on a test-basis by our Office. 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 Supplemental Financial Policy.

AVAILABILITY AND APPLICABILITY

This Supplemental 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://sfp.bpfs.io>.

AREAS OF CONCERN ADDRESSED IN THIS SUPPLEMENTAL 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. CASH PAYMENT PLANS** – THE IMPLEMENTATION OF A SERIES OF CASH 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, CASH 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. “Cash Payment Plan” and “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 Cash 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 Policy is to (1) implement appropriate Advertising Disclaimers wherever practicable in conjunction with the promotion of our Cash 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 Policy to the extent practicable.

Our 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 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 the Patient receives at our Office, the patient is ultimately responsible for the costs of such care.

In the event it is reasonably substantiated by an inquiring payer that the various cash payment plans and/or discount processes which our Office may apply to qualifying patient accounts under our 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 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.