THIRD-PARTY AUDIT POLICY STATEMENT

The facility wishes to cooperate with any reasonable commercial requests for audit of patient accounts and which are performed in accordance with the provisions set forth herein. These policies and procedures, along with the associated fees and charges, are necessary so all audits may be performed efficiently, and the costs imposed on the hospital, in connection with such audits, will not be unduly borne by other patients. In concert with the position taken by the American Hospital Association, the facility does not attempt to make the patient's Medical Record a duplicate patient bill. Rather, the purpose of the Medical Record is to reflect clinical data on diagnosis, treatment, and outcome. Charges on patient bills may be substantiated by medical/clinical protocols and/or standard hospital practices, which are not reflected in the Medical Record. Furthermore, ancillary departments may have information or documentation not contained in the Medical Record which may be used to substantiate charges. Questions concerning level/scope of care, medical necessity, charge structure, and/or issues relating to the cost of particular items or services will not be addressed in a medical billing audit, as defined by the joint guidelines for billing audits.

Policy	Description
Policy 1	The facility requires written receipt of "Notice of Intent to Audit" within four months from the date of discharge. Audit requests received after 120 days from the discharge date will not be considered. Onsite audits will be scheduled and completed within 60 days of receipt of intent to audit.
Policy 2	Written notice of intent to audit must state the reason for audit; clearly identify the name of the patient; provide the patient account number; include dates of service; state the carrier requesting audit, name of firm and name of person, if known, who will perform the audit; and state total charges to be audited.
Policy 3	Audits requested by Third-Party Audit representatives on behalf of an insurance carrier will not be scheduled or conducted until the Medical Billing Auditor is in receipt of a signed and dated copy of the Business Associate Contract between the insurance carrier and the Third-Party Audit firm. Auditors who contractually represent Third-Party Audit firms must provide written proof of their contractual relationship before an audit will be scheduled or conducted.
Policy 4	Upon receipt of written notice, the facility will ensure the Tenet Third-Party Audit Policy Statement is provided to the audit firm. The Third Party Audit Representative must agree to abide by the Third Party Audit Policy Statement before the facility will schedule an audit.
Policy 5	No offsite audits will be allowed. All audits will be conducted onsite under the direction and coordination of the Medical Billing Auditor or designee. Offsite reviews of photocopied records are not permitted. Facility Health Information Management personnel/NIC staff will direct all such requests to the Medical Billing Auditor. Only the portion of a patient's Medical Record pertaining to the dates of service for the designated account will be provided to the Third-Party Audit representative unless a contrary audit procedure (a) is expressly set forth in the managed care contract that applies to the account, or (b) is required by applicable federal, state, or local law. The Third-Party Audit representative shall be required to furnish to the Medical Billing Auditor written evidence proving the exceptions referred to in clauses (a) and (b) apply to the account under audit, or such exceptions will not apply to the audit.

Policy 6 A single account may not be audited by a third party more than once. Any additional third-party requests for audit will be denied. The findings of the first audit shall apply to any subsequent requests.

Policy 7 Copies of the discharge bill will not be provided by Tenet personnel. All requests for itemized statements and UB-04s will be denied. The insurance carrier must provide this information.

Policy 8 Payment of 95% of policy benefits must be received prior to scheduling the audit. Audits will not be performed on interim bill accounts.

Policy 9 Audit fees will be imposed in the absence of complete pre-audit payment of policy benefits. A minimum fee of $150.00 may be required by the Tenet facility. This fee is in addition to any pre-audit payment of policy benefits and must be received prior to or at the time of the audit.

Policy 10 Audits will not be conducted with Third-Party Audit representatives currently providing contracted audit services at any Tenet facility.

Policy 11 All requests by Third-Party Audit representatives to reschedule or cancel a previously scheduled audit must be received prior to the date of the audit. All such requests must be made in writing exclusively through the Medical Billing Auditor and are subject to a minimum re-schedule fee of $100.00. This fee may be charged to the carrier or its agent if notice is not received within ten (10) days of the originally scheduled audit date. An audit may be rescheduled only once. No-shows will not be rescheduled.

Policy 12 Third-Party Audit representatives will report to the Medical Billing Auditor upon arrival at the facility. To prevent disruption of facility operations, Third-Party Audit representatives are prohibited from making direct contact with facility department personnel. All questions regarding clarification of charging practices and/or protocols are to be directed exclusively to the Medical Billing Auditor.

Policy 13 The entire bill will be audited, not just one department or one section. Both overcharges and undercharges will be identified and the claim corrected to reflect all billing errors as a result of the audit. Debits and credits will affect total charges, but depending on reimbursement methodologies, the patient's out-of-pocket expenses may or may not be impacted.

Policy 14 An itemization of undercharges (unbilled) and overcharges (unsupported) must be individually completed by both auditors and signed at the conclusion of the audit. All parties will agree to recognize, record, and present any identified unsupported or unbilled charges.

Policy 15 An onsite exit conference will be conducted at the conclusion of each audit. Once both parties agree, in writing, to the audit findings, audit results are final. A final written report of the audit findings will be submitted to the facility by the Third-Party Audit representative within ten (10) business days of the exit conference. Both unbilled and unsupported charges must be identified in the final report and must be detailed by description and price, and summarized by department.

Policy 16 Upon receipt and review of the written report, the Medical Billing Auditor or facility representative will determine if the results will be accepted or contested and advise the payer.

Policy 17 If necessary, the facility will submit an additional bill itemizing previously unbilled charges identified in the audit. If indicated, a net refund or adjustment of charges will be completed within the regular course of business.

Policy 18 Some charges may be considered personal, non-covered, or unbillable pursuant to the terms and conditions of a particular contract between the payer and the facility. If identified as such via specific current contract language, these items are to be listed separately from the audit and not included in stated overcharges. Under no circumstances is it acceptable to apply government regulations/methodologies to non-government accounts, unless stipulated by contract.