

# Prohibition on Improperly Billing Members



# Prohibition on Balance Billing

Section 1902(n)(3)(B) of the Social Security Act, as modified by Section 4714 of the Balanced Budget Act of 1997, prohibits Medicare providers from improperly billing qualified Medicare beneficiaries for Medicare cost-sharing.

# Prohibition on Balance Billing

For First Choice VIP Care Plus Healthy Connections Prime members, providers **may not bill and/or collect** any Medicare cost-sharing amounts, including deductibles, coinsurance, and copayments that may be represented on the remit, as they are not the member's responsibility.

This practice, known as “improper billing”, is prohibited by Federal Law and as stipulated under your First Choice VIP Care Plus Provider Services Agreement.

# Prohibition on Balance Billing

Please be advised that it is unlawful for providers to “improperly bill” any patient who is a member of Healthy Connections Prime for any covered services.

- No member may be improperly billed by any provider for services for any reason.
  - Members **cannot** be billed for the difference between the provider’s usual and customary charge and the provider’s contracted rate.
  - Members **cannot** be billed the difference between the amount billed by the provider and paid by First Choice VIP Care Plus.
- This includes covered and non-covered services (unless a organizational determination has happened and a prior written agreement has been signed by both the provider and the First Choice VIP Care Plus member for **non-covered** services).

# What Can Members be Billed?

First Choice VIP Care Plus Members can be billed for:

- Medicaid participation in cost of care amounts for long-term services and supports, as determined by SCDHHS.
- Medicaid copay for Medicaid only covered DME items.

# How the Plan Resolves Balance Billing Problems with providers

- First Choice VIP Care Plus informs the provider that the member has been improperly billed and educates the provider on balance billing.
- If First Choice VIP Care Plus reimbursed the member for an improperly billed amount, the plan will notify the provider and request reimbursement be made to the plan.
- If after outreach and education efforts to the provider, First Choice VIP Care Plus identifies ongoing improperly billing activities, First Choice VIP Care Plus may take disciplinary action up to and including termination of the Provider Agreement.

 **FirstChoice**  
**VIP CARE PLUS**  
by Select Health of South Carolina

Healthy Connections   
**PRIME**