

Purpose:

This document establishes Summit's requirements for billing and collecting medical debt in compliance with Minnesota law and clarifies:

- The process for communicating with Responsible Parties about the medical debt owed and collecting medical debt;
- The process for referring medical debt to a collection agency or law firm;
- Permissible and prohibited conduct associated with collecting medical debt; and
- The process for identifying medical debt as uncollectible or satisfied, and ending collection activities.

The term "Summit Orthopedics" or "Summit" in this document encompasses all of Summit Orthopedics owned and managed properties and billing entities, including:

- Summit Orthopedics
- Minnesota Occupational Health
- Summit Orthopedics Medical Records
- Vadnais Heights Surgery Center
- Eagan Surgery Center
- Landmark Surgery Center
- Plymouth Surgery Center
- Minnetonka Surgery Center

Definitions:

- **Medically Necessary Health Treatment or Services:** Medically Necessary Health Treatment or Services include preventive services designed to prevent illness or detect it at an early stage when treatment is likely to work best, as well as services and supplies that meet accepted standards of medical practice to diagnose or treat a medical condition.
- **Responsible Party:** The patient, parent, or guardian responsible for payment on balances owed to Summit.
- **Retail Care:** An elective medical service or item that is considered either experimental or cosmetic or is otherwise not usually covered by a commercial or federal health care program.
- **Uninsured Patient:** An uninsured patient is a patient who either has no health care insurance, or has health care insurance but the particular item or service is not covered by their health insurance program.

1. Educating Responsible Parties, Summit Staff, and the Public

A copy of this policy will be posted on its website and made available to Responsible Parties upon request. All Summit employees who have direct contact with Responsible Parties (in person, via telemedicine, or by phone) will be educated on this policy, as well as Summit's financial assistance policy.

2. Scheduling Services for Patients with Outstanding Medical Debt

Summit will not deny Medically Necessary Health Treatment or Services to a Responsible Party or any member of their family or household because of current or previous outstanding medical debt owed by the Responsible Party or any member of their family or household to Summit. However, as a condition of providing Medically Necessary Health Treatment or Services, Summit may require the Responsible Party to enter into a Reasonable Payment Plan.

3. Collecting Prior to or on the Date of Service

Prior to a scheduled procedure, Summit may require Uninsured Patients to provide a deposit equal to 50% of the estimated charges for the procedure and enter into a Reasonable Payment Plan for the expected balance. This requirement may be waived by the Responsible Party's treating physician and does not apply to Uninsured Patients receiving emergency services.

Billing and Collection Policies



Patients receiving Retail Care may be required to pay for the services in advance of, or on the date of service. Patients purchasing retail products must pay for the products on the date of delivery.

Summit Staff will attempt to collect applicable co-pays from the Responsible Party on the date of service.

4. Communicating with Responsible Parties Regarding Medical Debt

Correspondence with Responsible Parties

Summit will send Responsible Parties monthly billing statements via U.S. mail to their last known address identifying the amount due and the applicable date of service. Billing statements will be mailed to the Responsible Party in a timely manner, in accordance with the Timely Billing of Patients Policy (REV009). Summit will also use text messaging and e-mail to give patients easy access to statements.

Automated Phone Calls

If a balance becomes overdue on a Responsible Party's account after a billing statement has been sent, and there has been no interaction from the Responsible Party regarding the statement, an automated phone call will be placed, reminding the Responsible Party about the outstanding balance along with a short notice about the availability of reasonable payment plans as well as Summit's Financial Assistance Program. Responsible Parties can also make payments via this phone call.

If a Responsible Party expressly informs Summit's Business Office at 651-968-5050 to cease communication utilizing an automatic telephone dialing system or an artificial or prerecorded voice, Summit will cease this form of communication.

Conversations with Responsible Parties

During any initial or subsequent conversation with a Responsible Party regarding the collection of medical debt, if the Responsible Party has indicated an inability to pay the full amount of the debt in one payment, Summit staff will note that reasonable payment plans and/or financial assistance are available and offer to send the Responsible Party a copy of the Financial Assistance Application as well as instructions for completion if requested.

Communications with Responsible Parties

In all communications with Responsible Parties, whether in writing or orally:

- Summit will not threaten wage garnishment or legal suit by a particular lawyer, unless Summit has actually retained a lawyer to do so.
- Summit will not furnish legal advice to debtors or represent that Summit is competent or able to furnish legal advice to debtors.
- Summit will not communicate with debtors in a misleading or deceptive manner by falsely using the stationery of a lawyer, forms or instruments which only lawyers are authorized to prepare, or instruments which simulate the form and appearance of judicial process.
- Summit will not imply or suggest that medically necessary health treatment or services will be denied as a result of failure to make payment on a medical debt provided, however, Summit is allowed to require a deposit and/or Reasonable Payment Plan on the debt before the services will be scheduled. Emergent services will never have this requirement.

Billing and Collection Policies



- Summit will provide the debtor with Summit's full name, as registered with the secretary of state.

5. Referral to a Collection Agency

Summit will refer medical debt to a collection agency after attempting to collect on the debt for at least 120 days after the date of service and the Responsible Party has failed to make payment in full and failed to enter into a Reasonable Payment Plan. The collection agency may engage a law firm, approved by Summit, to assist in the collection of the debt. Medical debt may not be further assigned to another entity without the express consent of Summit. The collection agency, any subcontractor, and any law firm retained by the collection agency, must agree to abide by this policy when collecting medical debt on behalf of Summit.

Summit's collection agency is:
American Accounts and Advisors
PO Box 250
Cottage Grove MN 55016
www.amaccts.com
(651) 287-6100

Within the first 45 days of referral to a collection agency, if the Responsible Party submits a financial assistance application to Summit, and it is determined that the Responsible Party qualifies for financial assistance, the medical debt will be returned to Summit and adjustments will be made to the debt in accordance with the financial assistance policy.

When confronted with medical debt, a Responsible Party always has the right to hire their own attorney to represent them in the matter. Responsible Parties also may contact the Office of the Minnesota Attorney General for assistance at (800) 657-3787.

6. Uncollectible or Satisfied Medical Debt

If Summit concludes that a particular debt is uncollectible and makes the decision to write off the debt, it will inform the Responsible Party that collection activities on the medical debt have ended. Patients on Reasonable Payment Plans continue to receive statement traffic that explains the current amount owed and will easily be able to see the debt has ended via the PersonaPay payment portal.

7. Billing Errors/Disputes

If a Responsible Party believes there has been a billing error or wishes to dispute any charges, they must contact Summit's Business Office directly, either via phone during our regular phone hours, or by US Mail. Responsible Parties can also reach the business office via the webchat icon on Summit's website, or by text, or by email.

by phone: Monday-Friday (excluding most holidays), 8:30am-4:30pm, (651) 968-5050

by text: (651) 968-5200

by webchat: www.summitortho.com

by email: customerservice@summitortho.com

by mail: Summit Orthopedics
attn: Business Office
710 Commerce Drive
Suite 200
Woodbury MN 55125

Note: this is not the address for payments. Disputes sent to any other address at Summit may not be reviewed.

If Summit determines or receives notice from a Responsible Party that their bill may contain a billing error, Summit must review the bill and correct any billing errors found. While the review is being conducted, Summit must not bill the Responsible Party for any services subject to review for potential billing errors.

When Summit completes a review of a bill for potential billing errors, it must notify the Responsible Party and explain its findings within 30 days after the review is completed.

Summit may bill the Responsible Party for the health treatment and services that were reviewed for potential billing errors only after the review is complete, any billing errors are corrected, and a notice of completed review is transmitted to the Responsible Party.

If, after completing the review under the above provision and correcting any billing errors, Summit determines the Responsible Party overpaid, Summit must, within 30 days after completing the review, refund to the Responsible Party the amount the Responsible Party overpaid under the bill.

8. Accessibility

Summit commits to Responsible Parties having access to their billing statements at any time, including outside our Business Office's hours of operation. Summit has partnered with RevSpring and uses their product, PersonaPay, to facilitate our bill-pay site. Any responsible party can see copies of their current and previous statements, as well as print receipts and other records via Summit's bill-pay site. Responsible Parties can also make payments and set up Reasonable Payment Plans themselves, without interacting with any employee of Summit. Responsible Parties can access this site from Summit's main website, or at www.personapay.com/SummitOrtho/Login. When interacting with the bill-pay site, Responsible Parties may be contacted via email or text. Responsible Parties can manage communication preferences from PersonaPay on the site.

Billing and Collection Policies



9. Summit's Reasonable Payment Plans

If a Responsible Party is unable to pay the full amount of medical debt owed in one payment, he or she can enter into an interest free payment plan with the following parameters:

Outstanding Medical Debt	Payment Terms
\$0.01-\$2,500.00	Equal payments for no more than 12 months
\$2,500.01 - \$5,000.00	Equal payments for no more than 24 months
\$5000.01 or more	Equal payments for no more than 36 months

If a responsible party needs a longer period to satisfy the debt, A Manager from the Business Office has the authority to approve repayment plans over a longer period of time. In considering whether a longer repayment period is warranted, the Manager will take into account any information disclosed by the Responsible Party regarding the Responsible Party's ability to pay.

Before entering into a payment plan, the Responsible Party will be informed that if he or she is unable to make all or part of the agreed-upon installment payments, they must communicate their situation to Summit and must pay an amount they can afford.

Responsible Parties can enter a Reasonable Payment Plan by either calling the Business Office during regular business hours or using the PersonaPay site and setting up their own plan. If the plan fits within the parameters above, the plan will automatically be approved.

10. Summit's Financial Assistance Program

Summit provides a financial assistance program for any Responsible Party who requests an application and meets qualifications. To request an application, a responsible party must contact the business office in any of the manners below.

by phone: Monday-Friday (excluding most holidays), 8:30am-4:30pm, (651) 968-5050

by text: (651) 968-5200

by webchat: www.summitortho.com

by email: customerservice@summitortho.com

by mail: Summit Orthopedics
attn: Business Office
710 Commerce Drive
Suite 200
Woodbury MN 55125

Note: this is not the address for payments. Assistance requests sent to any other address at Summit may not be reviewed.

Summit will forward the Responsible Party the Financial Assistance Application and application letter. Responsible Parties must follow all instructions completely in the letter and submit their application within 15 days of the date of the letter.

The income guidelines for the Financial Assistance Program are based off of the current year's Federal Poverty Guidelines and are regularly reviewed.

Responsible Parties who are approved for financial assistance are responsible for notifying the business office of any balances that have not been properly reduced.

Details about Summit's Financial Assistance Policy are at the end of this document.

Prohibited Acts

- a) Summit is prohibited from reporting to a credit reporting agency any medical debt owed to Summit.
- b) Summit is prohibited from using or employing sheriffs or any other officer authorized to serve legal papers in connection with collecting a claim, except when performing the sheriff's or other officer's legally authorized duties.
- c) Summit is prohibited from using or threatening to use methods of collection that violate Minnesota law.
- d) Summit is prohibited from publishing or causing to be published any list of debtors, using shame cards or shame automobiles, advertising or threatening to advertise for sale any claim as a means of forcing payment of the claim, or using similar devices or methods of intimidation.
- e) Summit is prohibited from operating under a name or in a manner which falsely implies that Summit is a branch of or associated with any department of federal, state, county, or local government or an agency thereof.
- f) Summit is prohibited from transacting business or holding itself out as a debt settlement company, debt management company, debt adjuster, or any person who settles, adjusts, prorates, pools, liquidates, or pays the indebtedness of a debtor, unless there is no charge to the debtor, or the pooling or liquidation is done pursuant to court order or under the supervision of a creditor's committee.
- g) When a debtor has a listed telephone number, Summit is prohibited from enlisting the aid of a neighbor or third party to request that the debtor contact Summit, except a person who resides with the debtor or a third party with whom the debtor has authorized with Summit to place the request. This clause does not apply to a call-back message left at the debtor's place of employment which is limited solely to Summit's telephone number and name.
- h) Summit is prohibited from failing to return any amount of overpayment from a debtor to the debtor or to the state of Minnesota pursuant to the requirements of 2023 Minn. Stat. chapter 345.
- i) Summit is prohibited from accepting currency or coin as payment for a medical debt without issuing an original receipt to the debtor and maintaining a duplicate receipt in the debtor's payment records.
- j) Except for court costs for filing a civil action with the court and service of process, Summit is prohibited from attempting to collect any interest, fee, charge, or expense incidental to the charge-off obligation from a debtor unless the amount is expressly authorized by the agreement creating the medical debt or is otherwise permitted by law.
- k) Summit is prohibited from falsifying any documents with the intent to deceive.
- l) Summit is prohibited from commencing legal action to collect a medical debt outside the limitations period set forth in Minn. Stat. § 541.053.
- m) Summit is prohibited from challenging a debtor's claim of exemption to garnishment or levy in a manner that is baseless, frivolous, or otherwise in bad faith.

References:

Minn. Stat. § 332C.02
Minn. Stat. § 332C.03
Minn. Stat. § 62J.806
Minn. Stat. § 62J.807
Minn. Stat. § 62J.808

Financial Assistance Application Policy

Purpose:

To ensure applications for discounted services are processed consistently and in accordance with Summit Orthopedics' Financial Exception Policy.

Expectations:

- All responsible parties requesting discounts are required to provide a completed application accompanied by the requested documentation
- Summit Orthopedics will consistently apply eligibility criteria to discounted care applications
- Summit Orthopedics will notify applicants regarding the results of their application within 10 business days of receipt of complete application and supporting documentation
- Discounts on approved applications will be applied upon receipt of payment in full of the patient responsibility portion of the balance

Process:

Upon request, Business Office Representatives will send discounted care application materials to patients

- Prior to sending the application to the responsible party, the Representative will review the list of acceptable documentation sources and check the items in the "attached documents" section that the patient indicates they will send
- It is the patient's responsibility to contact a Representative to set up a payment plan on all balances while they are completing the Discounted Care Application form and awaiting determination of any discount percentage.
- Upon receipt of the completed application and all requested supporting documentation the Representative will inform patient of their eligibility for discounted care within 10 business days
- In the event the application is approved and the responsible party will remain responsible for a portion of the balance, the Representative will contact the responsible party and set up a payment plan
- Any discounts awarded to the responsible party will be applied after payment in full of their portion of the balance
- In the event the application is denied the responsible party will remain responsible for the balance of the account(s). Responsible Parties may set up a payment plan to address these balances
- Accounts that age without payment will be subject to the collection process