

Janning ENT Center, LLC
Billing and Collection Policy¹

Please read the following information regarding Janning ENT Center, LLC billing and collection procedures and payment expectations. Note that when we use the term “you,” “your,” or similar terms in this document, we are referring to the patient and/or the person who is responsible for paying for the patient’s health care, as applicable. If you have any questions about this policy, please contact our business office staff at heidi@janningentcenter.com or 320-231-3277.

- A. **Insurance.** If you are covered by insurance an insurance plan that we accept, we will bill your insurance plan for the health care services we provide to you based on the insurance information that you provide to us. We accept many insurance plans, but we cannot guarantee that your insurance plan will cover our services. You are responsible for verifying the coverage of your insurance plan and complying with any coverage-related requirements. We will check your insurance eligibility and demographics. If requested, you must present your insurance card and identification information at check-in. If you do not have insurance coverage, we will discuss payment options with you.
- B. **Referrals.** If your insurance plan requires a referral for you to receive our health care services, you must get the required referral before you are seen at our facility. Failure to get a required referral could reduce your insurance benefit or leave you responsible for the total charges.
- C. **Co-Payments, Deductibles, and Other Amounts Not Covered by Insurance.** You are responsible for any amounts not paid by insurance. This includes co-payments, deductibles, non-covered services, and any other amounts not covered by insurance. Amounts not covered by insurance maybe required to be paid at the time of your visit.
- D. **Statements and Payment Terms.** We send billing statements to the patient or responsible person monthly following the initial correspondence we receive from your insurance company. After your insurance company has paid or identified its portion of the bill, the remaining balance is your responsibility and should be paid within thirty-days (30) of the statement date. If you are unable to pay the amount due by the due date, please contact our business office to set up an acceptable payment plan.
- E. **Billing Error Review.²** If you believe that your bill is not accurate, that a third party should pay the bill, or if you have other concerns about your bill, please contact our business office to discuss the matter. If you notify us of a billing error, or we otherwise determine that there is a billing error, we will review the bill and correct any billing errors found. While the review is being conducted, we will not bill you for the health treatment or services that are the subject of the

¹ As of October 1, 2024, pursuant to Minn. Stat. 62J.806, a policy for collecting medical debt must be made available to the public by (1) being posted on the provider’s website, and (2) being provided to any individual who requests a copy. The Act’s specific requirements for the policy is that it “must at least specify the procedures followed by the health care provider to: (1) communicate with patients about the medical debt owed and collecting medical debt; (2) refer medical debt to a collection agency or law firm for collection; and (3) identify medical debt as uncollectible or satisfied, and ending collection activities.” (Minn. Stat. 62J.806.) Those three items are covered by paragraphs G, H, and I. The other paragraphs in this policy are not required to be in this policy under the Act, but some cover some of the procedural requirements of the Act which seemed appropriate for a patient-facing policy like (see paragraphs E, F and J). There are many other requirements under the Act that providers will need to comply with in their billing practices, but those items are not appropriate for an external policy. Other paragraphs of the policy (A, B, C, D, K, and L) are not based on the Act, but instead contain general billing and collection language that clients may want to have in this policy (and may want to modify to more accurately reflect their practices).

² Based on 62J.808. This summarizes certain requirements of the Act, but there is no requirement that this language be included in the policy.

review for potential billing errors. We may resume billing you for the health treatment and services that were reviewed for potential billing errors only after (a) the review is complete, (b) any billing errors are corrected, and (c) a notice of completed review (as detailed below) is transmitted to you. If, after completing the review and correcting any billing errors, we determine you overpaid us under the bill, we will refund the amount overpaid under the bill within 30 days after completing the review.

- F. **Required Error Review Notices.**³ Within 30 days of our determining or receiving notice that your bill may contain one or more billing errors, we will notify you (1) of the potential billing error; (2) that we will review the bill and correct any billing errors found; and (3) that while the review is being conducted, we will not bill you for any health treatment or service subject to review for potential billing errors. Within 30 days after we complete this review, we will (1) notify you that the review is complete, (2) explain in detail (a) how any identified billing errors were corrected, or (b) if applicable, why we did not modify the bill as requested, and (3) include applicable coding guidelines, references to health records, and other relevant information.
- G. **Medical Debt Owed and Collection.**⁴ We will send you statements identifying your remaining balance from time to time. If you are having difficulty paying your balance, we encourage you to contact our business office about your account. Our business office staff will help you with questions and concerns, and work with you on a payment plan and other reasonable options to help you pay your balance.
- H. **Referral to a Collection Agency or Law Firm.**⁵ We may use a collection agency or law firm in certain cases where the terms of a payment arrangement or terms of our billing and collection policy have not been met. If you have not paid the balance due within 120 days of the applicable statement date and have not made acceptable payment arrangements with our business office, or have not complied with agreed upon payment arrangements, we may refer your account to a collection agency or law firm. Your medical debt will not be reported by us to a consumer reporting agency or credit bureau.
- I. **Ending Collection Activities.**⁶ We review accounts periodically to confirm the status of any debts, and to identify uncollectible and satisfied debts. We will end collection activities once a debt is identified as satisfied or uncollectible, in accordance with our arrangement with the applicable collection agency or law firm. Our business office staff will provide updates regarding the status of your account upon your request.

³ Based on 62J.808. This summarizes certain requirements of the Act, but there is no requirement that this language be included in the policy.

⁴ Based on 62J.806. This language or other language covering communication with patients about the medical debt owed and collecting medical debt must be included in this policy.

⁵ Based on 62J.806. This language or other language covering referral of medical debt to a collection agency or law firm for collection must be included in this policy. The 120-day period is not set by law and can be revised as desired.

⁶ Based on 62J.806. This language or other language covering the identification of medical debt as uncollectible or satisfied, and ending collection activities, must be included in this policy.

- J. **Outstanding Debt.**⁷ We will not deny medically necessary health treatment or services to you or any member of your family or household because of current or previous outstanding medical debt owed by you or any member of your family or household to us, regardless of whether the health treatment or service may be available from another health care provider. As a condition of providing medically necessary health treatment or services when you or any member of your family or household has current or previous outstanding medical debt to us, we may require you to enroll in a payment plan for the outstanding medical debt owed to us. The payment plan will take into account any information you disclose to us regarding your ability to pay. If you are unable to make all or part of the agreed-upon installment payments under any such payment plan, you must communicate your situation us and you must pay an amount you can afford. We may seek other legally permitted remedies in the event of your failure to abide by the payment plan terms.
- K. **Legal Requirements.** When collecting medical debt, we will comply with all applicable requirements of law (which may include the Minnesota Debt Fairness Act, the federal Fair Debt Collection Practices Act, HIPAA, and Minnesota state privacy laws).
- L. **Contact.** If you have any questions about this policy or our billing and collection process, please contact our business office staff at heidi@janningcenter.com or 320-231-3277.

⁷ Based on 62J.807. This summarizes certain requirements of the Act, but there is no requirement that this language be included in the policy.