

Odom Medical Debt Collection Policy

Purpose:

This policy outlines the procedures for collecting medical debt at Odom Health & Wellness/Odom Rehab (Odom) while ensuring compliance with Minnesota law and maintaining fair and respectful treatment of patients. This policy clarifies:

- The process for communicating with a Responsible Party, defined as the patient, parent, or guardian responsible for payment on balances owed to Odom, 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.

Scope:

This policy applies to all staff involved in the billing, collections, and management of medical debt for Odom.

Procedures:

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

A copy of this policy as well as Odom's Financial Assistance Policy and Financial Assistance Application will be posted on its website and made available to patients upon request. All Odom employees who have direct contact with Responsible Parties will be educated on Odom's Financial Assistance Policy and how they can obtain a copy of the Financial Assistance Application.

2. Scheduling Services for Patients with Outstanding Medical Debt

Odom will not deny medically necessary health treatment or services to a Responsible Party or any member of his or her family or household because of current or previous outstanding medical debt owed by the Responsible Party or any member of his or her family or household regardless of whether the health treatment or service may be available from another health care provider.

Odom may require the Responsible Party to enroll in a Reasonable Payment Plan for the outstanding medical debt owed if the Responsible Party is unable to pay the full amount of medical debt owed in one payment. A Reasonable Payment Plan has the following parameters:

Outstanding Medical Debt	Payment Terms
Up to \$300	3 Months
\$301-\$500	6 Months



\$501-\$999	9 Months
\$1,000 +	12 Months

The payment plan must consider any information disclosed by the Responsible Party regarding the Responsible Party's ability to pay. Before entering the payment plan, Odom must notify the Responsible Party that if he or she is unable to make all or part of the agreed-upon installment payments, the Responsible Party must communicate his or her situation and must pay an amount he or she can afford.

3. Communicating with Responsible Parties Regarding Medical Debt

Correspondence with Responsible Parties

Odom 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.

All correspondence seeking to collect medical debt from Responsible Parties will contain a disclosure, in a type size or font which is equal to or larger than the largest other type of type size or font used in the text of the notice, that includes and identifies the Office of the Minnesota Attorney General's general telephone number, and states: "You have the right to hire your own attorney to represent you in this matter."

Automated Phone Calls

If a balance remains outstanding on a Responsible Party's account 21 days after a billing statement has been sent to the Responsible Party, and there has been no interaction with the Responsible Party regarding the statement, Odom will call the Responsible Party and leave an automated phone reminder with details about the outstanding balance and a short notice about the availability of reasonable payment plans as well as Odom's Financial Assistance Policy.

If a Responsible Party expressly informs Odom to cease communication using an automatic telephone dialing system or an artificial or prerecorded voice, Odom will cease this form of communication.

Conversations with Patients

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, Odom staff will note that financial assistance is available and offer to send the Responsible Party a copy of the Financial Assistance Application.

Communications with Patients

In all communications with Patients, whether in writing or orally:

- Odom will not threaten wage garnishment or legal suit by a particular lawyer, unless Odom has actually retained a lawyer to do so.
- Odom will not furnish legal advice to debtors or represent that Odom is competent or able to furnish legal advice to debtors.
- Odom 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.
- Odom 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; however, such services may be conditioned on agreement to a Reasonable Payment Plan.
- Odom will provide the debtor with Odom's full name, as registered with the secretary of state.

4. Referral to a Collection Agency

Odom 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 Odom, to assist in the collection of the debt. Medical debt may not be further assigned to another entity without the express consent of Odom. 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 Odom.

If the Responsible Party submits a Financial Assistance Application to Odom or the collection agency, and it is determined that the Responsible Party qualifies for financial assistance, the medical debt will be returned to Odom and adjustments will be made to the debt in accordance with the Financial Assistance Policy.

5. Uncollectible or Satisfied Medical Debt

If Odom 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. Similarly, if the Responsible Party has completed payment on a Reasonable Payment Plan, Odom will inform that Responsible Party that the debt has been satisfied.

6. Billing Errors

In the event that Odom determines or receives notice from a Responsible Party that a bill may contain one or more billing errors, Odom must review the bill and correct any billing errors found. While the review is being conducted, the Responsible Party will not be billed for any health treatment or service subject to review for potential billing errors. Within 30 days after the review is complete, a notice of completed review must be transmitted to the Responsible Party by Odom.

Odom 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 and correcting any billing errors, Odom determines the Responsible Party overpaid, a refund will be sent to the Responsible Party within 30 days.

Prohibited Acts:

- a) Odom is prohibited from reporting any medical debt owed to a credit reporting agency.
- b) Odom 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) Odom is prohibited from using or threatening to use methods of collection that violate Minnesota law.
- d) Odom 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) Odom is prohibited from operating under a name or in a manner which falsely implies that Odom is a branch of or associated with any department of federal, state, county, or local government or an agency thereof.
- f) Odom 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, Odom is prohibited from enlisting the aid of a neighbor or third party to request that the debtor contact Odom, except a person who resides with the debtor or a third party with whom the debtor has authorized with Odom 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 Odom's telephone number and name.



- h) Odom 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) Odom 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, Odom 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) Odom is prohibited from falsifying any documents with the intent to deceive.
- l) Odom is prohibited from commencing legal action to collect a medical debt outside the limitations period set forth in Minn. Stat. § 541.053.
- m) Odom 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

Contact Information

For questions about billing, payment plans, or disputes, please contact our billing office:

- **Phone:** 952-224-1919
- **Email:** caitlyn@odomsportsmd.com
- **In Person:** 6545 Flying Cloud Drive, Ste 201, Eden Prairie, MN 55344

Office hours: Monday–Friday, 9:00 AM–5:00 PM