



## **Good Faith Estimate**

### **POLICY**

According to Section 2799B-6 of the Public Health Service Act, The Kids Therapy Center, LLC is required to provide a Good Faith Estimate of expected charges for items and services to individuals who are not enrolled in a plan or coverage or a Federal health care program, or not seeking to file a claim with their plan or coverage both orally and in writing, upon request or at the time of scheduling health care items and services.

The Kids Therapy Center, LLC must inform all uninsured (or self-pay) individuals of the availability of a good faith estimate of expected charges upon scheduling an item or service or upon request.

To determine if an individual is an uninsured (or self-pay) individual, the provider or facility must ask if the individual is enrolled in:

- A group health care plan;
- Group or individual health insurance coverage offered by a health insurance issuer;
- A Federal health care program, or
- A health benefits plan under a Federal Employees Health Benefits (FEHB) Program.

Note: Enrollees in Federal health care programs are not eligible to receive a good faith estimate as there are other surprise billing protections under these programs.

If not enrolled in any of the above, the individual is considered uninsured for the purposes of the good faith estimate.

If the individual is enrolled in a group health plan, group or individual health insurance coverage offered by a health insurance issuer, or a FEHB health benefits plan, the convening provider or facility must ask if the individual is seeking to have a claim submitted for the items or services with such plan or coverage. If not, the individual is considered self-pay for the purposes of the good faith estimate." (P3.

A good faith estimate must be provided upon request. Information regarding scheduled items and services must be furnished within 1 business day of scheduling an item or service This estimate is not a contract and does not obligate a client to any product or services.

## PURPOSE

The No Surprises Act, which was signed into law on December 27, 2020, amends the Public Health Service (PHS) Act by establishing requirements for health care providers and facilities to protect patients from surprise medical bills and to provide good faith estimates (GFE) to potential patients. On September 30, 2021, the Departments of Health and Human Services, Labor, and Treasury issued an interim final rule with a comment period outlining the details of the GFE and other provisions of the statute. **Under the law, health care providers need to give patients who don't have insurance or who are not using insurance an estimate of the bill for medical items and services.** This policy provides the procedures for The Kids Therapy Center, LLC to comply with this legislation.

## RESPONSIBILITY

Administration Staff, Treating therapist

## PROCEDURES

1. The initial GFE will be for the initial visit/evaluation only. This estimate is not intended to serve as a recommendation for treatment or a prediction of services. This will be completed by the administrative assistant after obtaining the verification of benefits from the client's insurance company if they have one. These will be provided to the client using methods appropriate for the client, either using email, mail, or in person. If only able to provide verbally in the time frame, then note this in the EMR and the evaluating therapist will provide a written copy and obtain signatures.
2. Therapy services would be considered recurring primary services under the Guidance on Good Faith Estimates issued by CMS on 12/21/2021. This guidance allows for: "The good faith estimate for recurring items or services includes, in a clear and understandable manner, the expected scope of the recurring primary items or services (such as timeframes, frequency, and total number of recurring items or services)" and "The scope of a good faith estimate for recurring primary items or services does not exceed 12 months.(p.5)" After the initial evaluation, the evaluating therapist will estimate the number of visits and frequency that are appropriate. They will then complete the follow up visit GFE form and provide the estimated cost for services. Signatures will be collected on the form at the initial visit. Copies of the signed GFE will be uploaded into the EMR with the Date of Completion noted in the title e.g. GFE Completed 1/1/2022.
3. Any changes to the plan of care will necessitate the therapist issuing a new GFE that reflects the estimated costs for the new plan of care using the appropriate GFE form. If the last GFE is 12 months old then a new GFE must be issued by the treating therapist. The new GFE must be uploaded into the EMR with the labeling as noted above.

4. Clients are entitled to disagree with any recommendations made concerning treatment and may discontinue treatment at any time.

**Responsibility for maintenance of policy:** Owner, The Kids Therapy Center, LLC