



Serving Southwest Iowa  
Therapy, Groups, Assessments  
PCIT, EMDR, Psychiatric Services  
Team Meetings, Aftercare Program  
[www.therapyplaceinc.com](http://www.therapyplaceinc.com)

Email: [support-staff@therapyplaceinc.com](mailto:support-staff@therapyplaceinc.com)  
Mailing Address: P.O. Box #1  
Panama Iowa, 51562  
Offices In: Atlantic, Council Bluffs, and  
Waterloo

## **Your Rights and Protections Against Surprise Medical Bills:**

### **No Surprises Act**

New federal regulations implementing the No Surprises Act (enacted by Congress in 2020) went into effect on January 1, 2022. The aim of the law is to protect consumers from unanticipated medical bills. There are three (3) parts to the regulations that were developed by multiple federal agencies including the US Department of Health and Human Services (HHS): **Part II applies to Therapy Place, Inc.** – requires all health care providers (including LISW, LMHP, and ARNP) and health care facilities licensed, certified or approved by the state to provide good faith estimates (GFEs) of expected charges for services and items offered to uninsured (e.g., not enrolled in any health plan) and self-pay (e.g., not planning to file a claim with their plan) consumers. Effective January 1, 2022, any health care provider or health care facility subject to state licensure must provide a GFE of expected charges for services and items within specific timeframes to current/established and future patients. These new regulations set forth specific requirements for how providers need to inform patients of their right to a GFE, what these good faith estimates must contain and how records are to be maintained. **Part II** of the regulations also establishes a process for consumers to dispute provider charges that “substantially exceed” a good faith estimate. (“Substantial” is defined as \$400 or more). GFEs do not need to be provided to patients who are enrolled in federal health insurance plans (e.g., Medicare, Medicaid, TRICARE, Indian Health Service or the Veterans Affairs health system).

What is “balance billing” (sometimes called “surprise billing”)? When you see a doctor or other health care provider, you may owe certain out-of-pocket costs, such as a copayment, coinsurance, and/or a deductible. You may have other costs or have to pay the entire bill if you see a provider or visit a health care facility that isn’t in your health plan’s network. “Out-of-network” describes providers and facilities that haven’t signed a contract with your health plan. Out-of-network providers may be permitted to bill you for the difference between what your plan agreed to pay and the full amount charged for a service. This is called “balance billing.” This amount is likely more than in-network costs for the same service and might not count toward your annual out-of-pocket limit. “Surprise billing” is an unexpected balance bill. This can happen when you can’t control who is involved in your care—like when you have an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider. This likely will not occur at Therapy Place Inc.; however, we are posting these rights.

For those clients we see at Therapy Place, Inc. who out of network and/or private pay, your provider will complete a GFE – good faith estimate in collaboration with the client. We will do the following for compliance with this new federal rule:

- 1) Ask both current/established and new patients if they have any health insurance coverage and ascertain if they are uninsured or self-pay. If a patient is insured, make a copy of the insurance card for your files and ask the patient if they plan to submit a claim for the services they will receive.
- 2) Inform all uninsured and self-pay patients of their right to a GFE. Written notice must be provided in clear language that the individual can understand in an accessible format, prominently displayed in the office and on the provider/facility’s website and must be easily searchable from a public search engine. Written notices should account for any vision, hearing or language limitations, including individuals with limited English proficiency or other literacy needs.



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It may be provided on paper or electronically, depending on the individual's preference. The written notice should also state that information will be orally provided when the service is scheduled or when the patient asks about costs, and available in accessible formats, in the language(s) spoken by the patient.

You are entitled to receive this Good Faith Estimate (GFE) of what the charges could be for therapeutic services provided to you. This Good Faith Estimate is not intended to serve as a recommendation for treatment or a prediction that you may need to attend a specified number of 4 psychotherapy visits. The number of visits that are appropriate in your case, and the estimated cost for those services, depends on your needs and what you agree to in consultation with your therapist. You are entitled to disagree with any recommendations made to you concerning your treatment and you may discontinue treatment at any time. You are encouraged to speak with your provider at any time about any questions you may have regarding your treatment plan, or the information provided to you in this Good Faith Estimate.

Therapy Place Inc. will also alert the patient that the provider does not participate in-network; provide an estimate of the out of network charges with the GFE; and list in-network providers at the facility. The No Surprises Act requires that by 2022, plans verify and update their provider directories at least every 90 days. In-network providers must submit to plans the following information: • When the provider begins a network agreement with a plan; • When the provider terminates an agreement.

Patient Continuity of Care Health plans will be required to notify patients of any changes to in-network status of current treating providers and ensure continuity of care. If a provider contract is terminated, a patient can elect to continue with that provider for either 90 days after the contract is terminated or the date when no longer a continuing patient, whichever is earliest. The provider is required to continue the provision of services under the same terms and conditions as the in-network contract unless the provider is terminated for cause (such as failing to meet quality standards). This provision allows patients time to transition their care to an in-network provider so there is not an abrupt termination of services.

This information will be posted on our website and also posted in our offices.

You may start a dispute resolution process with the U.S. Department of Health and Human Services (HHS) if you disagree with the GFE and cannot resolve with your provider. If you choose to use the dispute resolution process, you must start the dispute process within 120 calendar days (about 4 months) of the date on the original bill. You have the right to initiate a dispute resolution process if the actual amount charged to you substantially exceeds the estimated charges stated in your Good Faith Estimate (which means \$400 or more beyond the estimated charges).

If you have questions or believe you've been wrongly billed, you may contact the U.S. Department of Health and Human Services (HHS) at 318-626-0986. To learn more about your rights under federal law, go to <https://www.cms.gov/nosurprises> or call 1-800-985-3059

CC: Client copy  
Date: