



The “No Surprises Act” & Good Faith Estimates

The No Surprises Act was passed in December 2020, under Section 2799B-6 of the Public Health Service Act, with the aim of protecting consumers from receiving unexpected medical bills.

The Good Faith Estimate provision of the No Surprises Act federally mandates that healthcare providers must give **patients who do not have insurance or who are not utilizing insurance coverage** an estimate of anticipated healthcare items and services, using what is called a “Good Faith Estimate.”

What is a Good Faith Estimate?

A Good Faith Estimate is an estimate of the total expected costs of non-emergency healthcare items or services.

- Intends to offer predictability & transparency in how much clients will be charged for healthcare services prior to their appointment.
- Includes all regularly scheduled appointments (i.e. therapy sessions).
- Does NOT include no-shows, late cancellations, or other services related to crisis care, which by definition are unexpected and cannot be predicted for the purpose of compiling a Good Faith Estimate in advance.
- May also include consultations with client collateral contacts, fees related to paperwork requests, and other legal and administrative fees related to client care, when such items are scheduled in advance.

Good Faith Estimates project out 12 months in advance. Essentially, your estimate will give you a reasonable idea what to expect in terms of therapy costs for one whole year, based on our current rates and the frequency of sessions that we mutually agree upon in advance.

What are your rights as a client?

We support each and every client's rights as they pertain to the No Surprises Act. You can find more details regarding your rights and protections against surprise medical bills here.

In addition, the Good Faith Estimate offers specific protections:

- You have the right to receive a Good Faith Estimate even if you receive superbills from us.
- You have the right to receive a Good Faith Estimate for the total expected cost of any non-emergency healthcare service or items.
- You have the right to receive your Good Faith Estimate in writing at least 1 business day before your scheduled healthcare service or item. If a service is scheduled at least 10 business days in advance, the Good Faith Estimate must be provided within 3 business days (of the *scheduling*, not of the appointment itself). If a service is scheduled at least 3 business days in advance, the Good Faith Estimate must be provided within 1 business day of scheduling.
- You have the right to request a Good Faith Estimate before you schedule a healthcare service or item. For services scheduled less than 3 business days in advance, please note that a Good Faith Estimate is not required by federal law, and will not be provided for you in written form except by request.
- You have the right to receive a requested Good Faith Estimate within 3 business days.
- You have the right to dispute a bill that exceeds your Good Faith Estimate. The federal government offers a dispute resolution process for this purpose.

For questions about the dispute process or for more information about your right to a Good Faith Estimate, please visit www.cms.gov/nosurprises.

What considerations should clients keep in mind?

DISCLAIMERS:

- The information provided in the Good Faith Estimate is only that: an estimate. Actual healthcare items, services, or charges may differ or change throughout the year, even for long-term established clients. For new clients, we may revise your estimate once we have met and discussed more details around your symptoms, likely diagnoses, severity, and treatment plan, which may not be reflected in the Good Faith Estimate you initially receive. However, we will never schedule healthcare services or items without client consent, and clients may request an updated Good Faith Estimate at any time.
- The Good Faith Estimate is not a contract, and does not bind, obligate, or require any client to obtain healthcare services or items from me at any time.
- There are no federal provisions allowing clients to waive their right to a Good Faith Estimate at this time. The regulation allows clients to waive some of the protections related to balance billing, but does not allow therapists to bypass the Good Faith Estimate through a client waiver.

Still have questions about the Good Faith Estimate? Please visit www.cms.gov/nosurprises for more guidance.