



Infin8e Counseling Connections LLC No Surprises Act Information

The “No Surprises Act,” which established new federal protections against most surprise out-of-network medical bills when a patient receives out-of-network services during an emergency visit or from a provider at an in-network hospital without advance notice, took effect in January 2022. This act contains two parts.

Part 1 primarily impacts what the federal government calls “facilities”: hospitals, emergency rooms, ambulatory care clinics. As Infin8e Counseling Connections LLC do not fall in any of these categories, this part does not apply to our office.

Part 2 of this legislation impacts all state licensed health care providers. It creates: - A new dispute resolution process for “surprise medical bills”

- A requirement to provide “Good Faith Estimates” to all new and existing clients, for all services recommended to anyone designated as “self-pay”
- “Self-pay” only applies to those who are uninsured, or who are NOT planning to utilize insurance for any part of their treatment

Infin8e Counseling Connections LLC Policy Regarding No Surprises Act

Following the requirements of the legislation, the following steps will take place for each Infin8e Counseling Connections LLC client:

1. Upon calling Infin8e Counseling Connections LLC to set up an appointment, the client will be asked:
 - a. Do you plan to use insurance for your mental health care services?
 - b. How would you like to receive your Good Faith Estimate of costs for services?
2. An initial Good Faith Estimate (“GFE”) will be created based upon the company provided template.
 - a. One of the following diagnoses will be given for the initial GFE:



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- i. Z71.9 - Counseling, unspecified
 - ii. Z13.9 - Encounter for behavioral health screening, unspecified
 - b. The following information will be included on the GFE:
 - i. Client full name
 - ii. Client DOB
 - iii. Provider (counselor) name, License number
 - iv. Office TIN #, NPI #
 - v. Location of Services
 1. Online, or the location of the Infin8e Counseling Connections LLC.
 - vi. Date range of services to be provided
 - vii. Appropriate HCPC Code, cost for each
 - viii. Estimated total.
 - ix. All required disclaimers.
 - c. The GFE will be provided to the client in the manner they request (via email or hard copy), **within one business day** of initial call or request.
 - d. The GFE must be reviewed with the client to ensure understanding and will be signed by the client.
 - e. All GFEs created must be kept in the client's medical record and will be maintained as a part of the medical file.
3. A second, more comprehensive GFE will be created after the first session.
- a. This GFE must contain all the required information above (outlined in 2(b)).
 - b. The Diagnosis Code provided in the second GFE will be based upon clinical assessment and discussion with the client.
 - c. The second GFE will accurately reflect:
 - i. The frequency and duration of treatment recommendations, based upon the client's goals and clinician's judgment.
 - d. The GFE will be provided to the client in the manner they request (via email or hard copy), **within three business days** of the initial counseling/assessment meeting.



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- e. The GFE must be reviewed with the client to ensure understanding and will be signed by the client.
 - f. All GFEs created must be kept in the client's medical record and will be maintained as a part of the medical file.
4. A new GFE will be created in any of the following circumstances:
- a. There is an update in diagnosis that impacts treatment recommendations (frequency, length of treatment, type of treatment).
 - b. The client requests one.
 - c. The previous GFE expires.
 - i. (i.e.) If the GFE created recommends 12 weeks of treatment, but more treatment is recommended as the clinical work progresses, a new GFE will need to be created after the 12th week.

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