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*Offering quality consulting & management services to the medical community...*

## **Rural Health Clinic Policy**



# POLICY & PROCEDURE

## Policy

**A set of principles adopted to guide decisions and achieve reasonable outcomes.**

## Procedures

**A document that supports policy. Procedures describe in detail the who, what, where, when and how required to establish accountability supporting the implementation of a policy.**

**\*\*Policy is implemented through procedures\*\***



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**WHERE DO WE START?**





# **TITLE 42 PART 491**

## **“The Framework”**

### **§491.4**

**Compliance with Federal, State and local laws.**

**(a) Clinic licensure;**

**(b) Clinic personnel are licensed, certified or registered in accordance with applicable laws.**



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# ORGANIZATIONAL STRUCTURE

## Basic Requirements:

- 1) The clinic is under the medical direction of a physician, and has a health care staff that meets the requirements of §491.8;**
- 2) Policies and lines of authority and responsibilities are clearly set forth in writing.**



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# ORGANIZATIONAL STRUCTURE

## **Disclosure:**

- 1) Owners;**
- 2) Person principally responsible for directing the operation of the clinic;**
- 3) Person responsible for medical direction.**



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# **STAFF RESPONSIBILITIES**

## **Physician responsibilities:**

- 1) Medical supervision of the health care staff;**
- 2) In conjunction with the NP and/or PA member(s), participate in developing, executing, and periodically reviewing policies and services provided to Federal program patients;**
- 3) Periodically review patient records, provides medical orders and care services to patients of the clinic.**



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# **STAFF RESPONSIBILITIES**

## **NP and PA Responsibilities:**

- (i) Participate in the development, execution and periodic review of the policies;**
- (ii) Participate with the physician in a periodic review of the patients' records.**
- (iii) Arrange for patient referral of services not provided in the clinic;**
- (iv) Assures patient health records are maintained and transferred upon referral.**



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# SERVICES

## Policies include:

- (i) A description of services;**
- (ii) Guidelines for medical management of health problems which include the conditions requiring medical consultation and/or patient referral, the maintenance of health care records, and procedures for periodic review and evaluation of services furnished;**
- (iii) Rules for storage, handling, and administration of drugs and biologicals.**



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# POLICY

## **Policy:**

**Policies are developed with the advice of a group of professional personnel that includes one or more physicians and one or more PAs or NPs.**

***\*At least one member is not a member of the clinic.***



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# PHYSICAL PLANT

**“The Big Three”**

## **Physical Plant and Environment**

**Construction – Ensure safety and access;**

**Maintenance – The clinic has a preventive maintenance program:**

- 1) Equipment;**
- 2) Drug and biological storage;**
- 3) Clean and orderly.**



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# **LABORATORY**

**Laboratory services for immediate diagnosis (part 493);**

- (i) Chemical examination of urine by stick or tablet;**
- (ii) Hemoglobin or hematocrit;**
- (iii) Blood glucose;**
- (iv) Examination of stool specimens for occult blood;**
- (v) Pregnancy tests; and**
- (vi) Primary culturing for transmittal to a certified laboratory.**



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# EMERGENCY

**Emergency – The clinic provides medical emergency procedures as a first response to common life-threatening injuries and acute illness and has available the drugs and biologicals commonly used in life saving procedures, such as:**

- (i) Analgesics;**
- (ii)Anesthetics (local);**
- (iii)Antibiotics;**
- (iv)Anticonvulsants;**
- (v)Antidotes and emetics; and**
- (vi)Serums and toxoids.**



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# CMS MEMO

**Ref: Interpretive Guidance §491.9(c)(3) – J-0136**

**The RHC's patient care policies are expected to address which drugs and biologicals it maintains for emergencies and in what quantities.**

**The RHC must maintain a supply of *commonly* used drugs and biologicals adequate to handle the volume and type of medical emergencies it typically encounters.**



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# CMS MEMO

**Ref: Interpretive Guidance §491.9(c)(3) – J-0136**

**Each category of drugs and biologicals must be considered, all are not required to be stored.**

**For example, it is appropriate for a RHC to store a small volume of a drug/biological, if it generally handles only a small volume/type of a specific emergency.**

**Likewise, it may be acceptable if the clinic did not store a particular drug/biological because it is located in a region of the country where a specific type of emergency is not common (e.g., snake bites).**



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# CMS MEMO

**Ref: Interpretive Guidance §491.9(c)(3) – J-0136**

**...when determining which drugs and biologicals...the RHC should consider...community history, the medical history of its patients and accepted standards of practice.**

**Have written policies and procedures for determining what drug/biologicals are stored and that address the process for determining which drugs/biologicals to store, including identifying who is responsible for making this determination.**

**The RHC should be able to provide a complete list of the drugs/biologicals that are stored and in what quantities.**



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# REFERRALS

**Services provided through agreement or arrangement:**

- (i) Inpatient hospital care;**
- (ii) Physician(s) services; and**
- (iii) Additional and specialized diagnostic and laboratory services.**

***(2) If not in writing, there is evidence patients referred are being accepted and treated.***



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# MEDICAL RECORDS

## Records system

**(1) The clinic maintains a clinical record system...**

**(2) A designated member of the professional staff is responsible...;**

## In the medical record:

- (i) Identification and social data, consent forms, pertinent medical history, assessment of health status and needs of the patient, episode summary, disposition, and instructions to the patient;**
- (ii) Documented physical examination, diagnostic and lab results;**
- (iii) All physician's orders, treatments, medications...;**
- (iv) Signatures.**



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# MEDICAL RECORDS

## Protection of information:

- (1) Confidentiality and safeguards against lost, destruction or unauthorized use;**
- (2) Policy and Procedure for the use and removal; conditions for release of information;**
- (3) Written consent.**
- (4) Retention of records\*.**



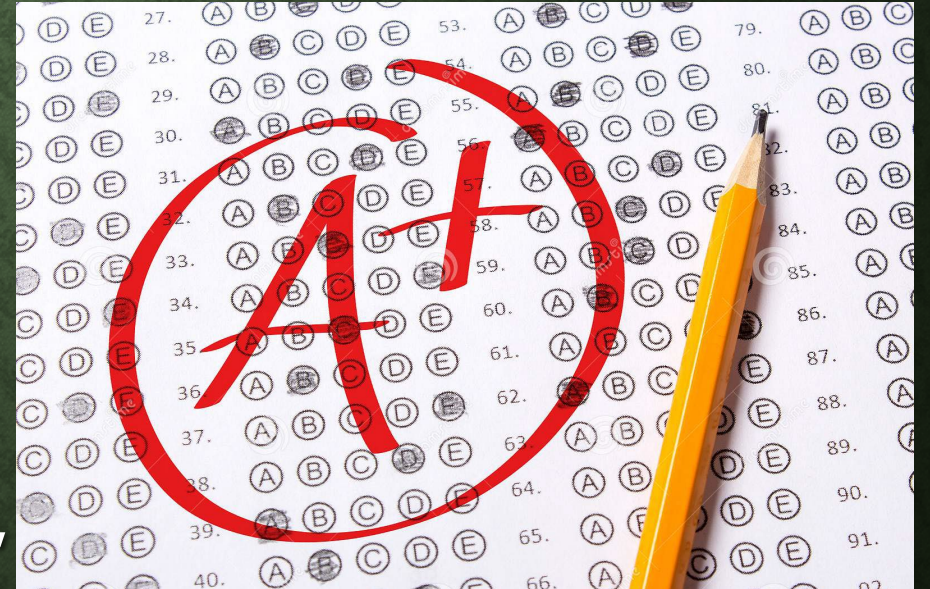
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# PROGRAM EVALUATION

- (1) Utilization of clinic services;**
- (2) Chart review;**
- (3) Policy review.**
- (4) Findings; Corrective action(s).***



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# EMERGENCY PREPAREDNESS

- (a) Emergency Plan;**
- (b) Policies and procedures;**
- (c) Communication Plan;**
- (d) Training and testing; and**
- (e) Integrated health systems.**



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# POLICY OVERVIEW

- 1. Disclosures**
- 2. Location and Hours**
- 3. Organizational Structure**
- 4. Staff Responsibilities**
  - Physician / Medical Director**
  - Non-physician Practitioner(s)**
  - Vaccine mandate**
- 5. Quality – Program Evaluation**
- 6. Services**
- 7. RHC Laboratory Services**
- 8. Emergency Drugs & Biologicals**
- 9. Patient Care P&P**
  - Medical guidelines**
- 10. Physical Plant & Environment**

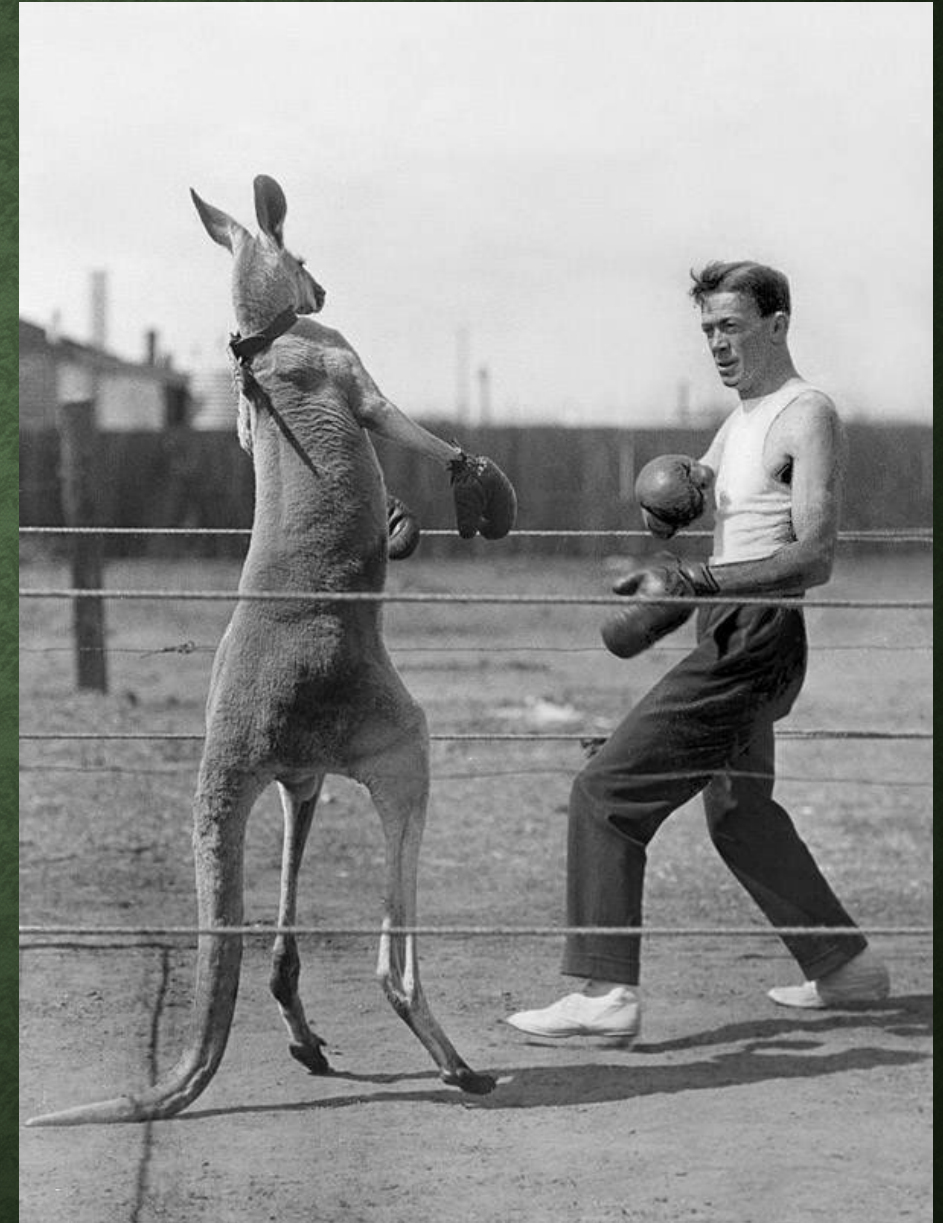
- 11. Drugs & biological handling / administration**
- 12. Medical records**
- 13. Referrals**
- 14. Emergency Preparedness**
- \*Other**
  - Corporate Compliance**
  - Human Resources**
  - Financial**
  - No Surprises Act**
  - ADA**
  - OSHA**
  - OCR**
  - CDC**
  - OIG**





# PAPER VS. ELECTRONIC

- **Policy Manual Index**
- **'Point-to' Policies**
- **Access**
- **Training**



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# Vaccine Mandate

## Policy & Procedure Manual

<b>SUBJECT</b>  <b>Staffing and Staff Responsibilities – Covid-19 Vaccination of Staff</b> - 42 CFR 491.8(d)	<b>Effective Date</b> 1/27/2022
	<b>Revised Date</b>
<hr/> <b>Approved By</b>	<b>Reviewed Date</b>
	<b>Page 1 of 9</b>





# **Vaccine Mandate**

**Level of Deficiency** - For instances of non-compliance identified through the survey process...From 90 days on, the expected minimum threshold will be 100%.

- **Immediate Jeopardy**: 40% or more staff remain unvaccinated creating likelihood of serious harm OR Did not meet the 100% vaccination rate standard; observations of noncompliant infection control practices, (staff failed to don PPE) and 1 or more components of the policies were not developed or implemented.
- **Condition Level**: Did not meet 100% vaccination rate standard; and 1 or more components of the policies were not developed and implemented OR, 21-39% of staff remain unvaccinated...
- **Standard Level**: 100% of staff vaccinated; all new staff have received at least one dose; and 1 or more components of policies were not developed and implemented OR, Did not meet the 100% vaccination rate but are making good faith efforts toward vaccination compliance.





# Vaccine Mandate Definitions

## **Staff**

- **Provide any care, treatment, or other services for the RHC / it's patients...under contract or other arrangement.**

## **Fully Vaccinated**

- **If it has been 2 weeks or more since completing a primary vaccination series\*.**

## **Primary Vaccination**

- **Administration of all required doses.**



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# Vaccine Mandate Definitions

## Delayed Vaccination

- **Postponed, as recommended by the CDC, due to clinical precautions...**
  - Acute illness secondary to COVID-19
  - Received monoclonal antibodies or convalescent plasma within 90 days

## Clinical Contra- indication

- **Conditions or risks that precludes administration...refer to the CDC informational document for Interim Clinical Considerations...**
  - Severe allergic reaction after a previous dose or immediate allergic reaction of any severity to a previous dose or to a component of the vaccine
  - <https://www.cdc.gov/vaccines/covid-19/downloads/summary-interim-clinical-considerations.pdf>



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# Summary Document for Interim Clinical Considerations

for Use of COVID-19 Vaccines Currently Authorized or Approved in the United States



## All currently authorized or approved COVID-19 vaccines

<b>Interchangeability of vaccines</b>	<ul style="list-style-type: none"><li>■ Primary series doses and additional primary dose (for moderately and severely immunocompromised people) should be with the same mRNA vaccine product. In exceptional situations for people 18 years of age or older, such as a contraindication to a second dose of mRNA vaccine or when the previous product cannot be determined or is not available, another mRNA FDA- approved or -authorized COVID-19 vaccine may be used (administer at a minimum interval of 28 days).</li><li>■ The Pfizer-BioNTech formulation for children aged 5-11 years (orange cap) is not interchangeable with the Pfizer-BioNTech formulation for people aged 12 years and older (purple cap).</li><li>■ Any FDA-approved or -authorized COVID-19 vaccine can be used for the booster dose: mRNA vaccines are preferred. When a different product is used, the eligible population and dosing intervals are those of the vaccine used for the primary series. (<a href="https://www.cdc.gov/vaccines/covid-19/clinical-considerations/covid-19-vaccines-us.html#Interchangeability">https://www.cdc.gov/vaccines/covid-19/clinical-considerations/covid-19-vaccines-us.html#Interchangeability</a>).</li></ul>
<b>Coadministration with other vaccines</b>	<ul style="list-style-type: none"><li>■ COVID-19 vaccines may be administered without regard to timing of other vaccines, including simultaneous administration.</li></ul>
<b>Persons with prior or current COVID-19</b>	<ul style="list-style-type: none"><li>■ COVID-19 vaccines can be given safely to people with prior SARS-CoV-2 infection.</li><li>■ Defer vaccination until person has recovered from the acute illness and <a href="https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html">criteria</a> have been met for them to discontinue isolation (<a href="https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html">https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html</a>)</li></ul>
<b>Multisystem inflammatory syndrome (MIS-C and MIS-A)</b>	<ul style="list-style-type: none"><li>■ COVID-19 vaccines can be given; however, a conversation between the patient, guardian, and clinical team to discuss benefits and risks of receiving a COVID-19 vaccine is encouraged.</li></ul>
<b>Persons who received monoclonal antibodies or convalescent plasma for COVID-19 treatment or post-exposure prophylaxis</b>	<ul style="list-style-type: none"><li>■ For post-exposure prophylaxis: defer COVID-19 vaccination for 30 days</li><li>■ For COVID-19 treatment: defer COVID-19 vaccination for 90 days</li></ul>
<b>Persons with a known SARS-CoV-2 exposure</b>	<ul style="list-style-type: none"><li>■ COVID-19 vaccine not recommended for community outbreaks or post-exposure prophylaxis.</li><li>■ People in community or outpatient setting should defer vaccination until <a href="https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html">quarantine period</a> has ended (<a href="https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html">https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/quarantine.html</a>)</li><li>■ Residents or patients in congregate settings may be vaccinated if they do not have <a href="https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html">symptoms consistent with COVID-19</a> (<a href="https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html">https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html</a>)</li></ul>
<b>Risk of thrombosis with thrombocytopenia syndrome (TTS)</b>	<ul style="list-style-type: none"><li>■ All persons who elect to receive a Janssen (Johnson &amp; Johnson) COVID-19 Vaccine should be informed about the risk and symptoms of TTS in the 2 weeks after vaccination as well as the need to seek immediate medical care should symptoms develop.</li></ul>



# Vaccine Mandate

**Required**

- RHC employees
- Licensed practitioners
- Students, trainees and volunteers
- Individuals who provide care, treatment or other services for the clinic, its patients, under contract or arrangement.

**Not  
Required**

- Staff who exclusively provide telemedicine services or support services outside the clinic setting and don't have direct contact with patients and other staff required to be fully vaccinated.



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# **Vaccine Mandate Policy & Procedure**

## **Tracking**

- **Responsibility**
- **Vaccinations, Exemptions, Delays**

## **Documentation**

- **Confidentiality**
- **Vaccinations, Exemptions, Delays**



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Attachment A

[CLINIC]

**Staff Vaccination  
Documentation and Tracking**

Staff – Total:		
Staff – Temporary delay:		
Staff – Medical Exemption:		
Staff – Religious Exemption:		
Total Staff – Delays & Exemptions:		
Total Staff – Require Vaccination:		
Total Staff – Vaccinated:		

**Vaccination & Exemption Detail**

	Staff	1 <sup>st</sup> dose (Date & type)	2 <sup>nd</sup> dose (Date & type)	Booster	Documentation	Exemption Type
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						



# **Vaccine Mandate Policy & Procedure**

## **Exemptions - Medical**

- Supported by documentation signed by a licensed medical provider.
  - Must specify clinical reasons
  - Must sign a statement

## **Exemptions - Religious**

- Staff member must provide notice
  - Complete exemption form
  - Identify responsibility



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**REQUEST FOR A RELIGIOUS EXEMPTION TO THE COVID-19 VACCINATION REQUIREMENT**

Employee's Name		Date of Request	
Employee's Position		Location	

Would complying with the COVID-19 vaccination requirement substantially burden your religious exercise or conflict with your sincerely held religious beliefs, practices, or observances? Explain how.

Describe the nature of your sincerely held religious beliefs or religious practice or observance that conflict with the COVID-19 vaccination requirement.

Provide additional information that may be helpful in reviewing your request.  
For example: How long you have held the religious belief underlying your objection. Whether your religious objection is to the use of all vaccines, COVID-19 vaccines, a specific type of COVID-19 vaccine, or other vaccines. Whether you have received vaccines as an adult against any other diseases, such as flu or tetanus.

**Determination:**

- ☐ Approved as requested
- ☐ Approved but different from the original request
- ☐ Denied

If the accommodation is denied and no alternative accommodation was proposed, explain the basis for denying the request.

Clinic Administrator:

Signature

Print Name

Date

EEOC Guidance:

<https://www.eeoc.gov/laws/guidance/section12-religious-discrimination>

Signature

Print Name

Date



# Vaccine Mandate Policy & Procedure

## Contingency Plan

Staff not fully vaccinated with bona fide exemptions or temporary delays, as set forth in this policy, will adhere to enhanced protocols that are intended to mitigate the spread of COVID-19. Actions may include, but are not limited to:

- **Enhanced protocols intended to mitigate transmission**
  - Reassignment
  - Screening
  - Testing
  - Source controls



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# Vaccine Mandate Policy & Procedure

## Enforcement

- What are your enforcement actions?

## Prevention

- Establish a process...Infection prevention and control guidelines.



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# **No Surprises Act**

**The No Surprises Act (NSA) is a federal law that prohibits out-of-Network providers and facilities from balance billing Commercially insured patients in certain circumstances.**

**45 CFR §149.**

## **The NSA establishes:**

- **Protections from balance billing and surprise medical bills.**
- **New Disclosures**
- **Good Faith Estimates of expected charges for scheduled self-pay and uninsured\* patients**
- **PPDR-Patient Provider Dispute Resolution Process for bills in excess\* of the GFE.**
- **IDR-Independent Dispute Resolution process**



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# No Surprises Act

## Applicability

*Health care facility*, with respect to a group health plan or group or individual health insurance coverage, in the context of non-emergency services, is each of the following:

- (1) A hospital (as defined in section 1861(e) of the Social Security Act);
- (2) A hospital outpatient department;
- (3) A critical access hospital (as defined in section 1861(mm)(1) of the Social Security Act); and
- (4) An ambulatory surgical center described in section 1833(i)(1)(A) of the Social Security Act.

**§149.30**



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# NSA – Good Faith Estimate

## **Applicability**

*Health care facility (facility)* means an institution (such as a hospital or hospital outpatient department, critical access hospital, ambulatory surgical center, rural health center, federally qualified health center, laboratory, or imaging center) in any State in which State or applicable local law provides for the licensing of such an institution, that is licensed as such an institution pursuant to such law or is approved by the agency of such State or locality responsible for licensing such institution as meeting the standards established for such licensing.

**§149.610(2)(vii)**



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# NSA – Good Faith Estimate

- (e) *Exceptions.* A health care provider is not required to make the disclosures required under this section -
- (1) If the provider does not furnish items or services at a health care facility, or in connection with visits at health care facilities; or
  - (2) To individuals to whom the provider furnishes items or services, if such items or services are not furnished at a health care facility, or in connection with a visit at a health care facility.

- **If a provider or health care facility does NOT have a publicly accessible location, they are NOT required to publicly display the disclosure content via signage.**
- **If the provider or health care facility does NOT have a website, they are NOT required to share the disclosure content on a public website.**



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# NSA – Good Faith Estimate

## §491.610

(vi) *Good faith estimate* means a notification of expected charges for a scheduled or requested item or service, including items or services that are reasonably expected to be provided in conjunction with such scheduled or requested item or service, provided by a convening provider, convening facility, co-provider, or co-facility.

*Expected charge* means, for an item or service, the cash pay rate or rate established by a provider or facility for an uninsured (or self-pay) individual, reflecting any discounts for such individuals, where the good faith estimate is being provided to an uninsured (or self-pay) individual; or the amount the provider or facility would expect to charge if the provider or facility intended to bill a plan or issuer directly for such item or service when the good faith estimate is being furnished to a plan or issuer.



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# NSA – Good Faith Estimate

## §491.610

(xiii) *Uninsured (or self-pay) individual* means:

- (A) An individual who does not have benefits for an item or service under a group health plan, group or individual health insurance coverage offered by a health insurance issuer, Federal health care program (as defined in section 1128B(f) of the Social Security Act), or a health benefits plan under [chapter 89 of title 5, United States Code](#); or
- (B) An individual who has benefits for such item or service under a group health plan, or individual or group health insurance coverage offered by a health insurance issuer, or a health benefits plan under [chapter 89 of title 5, United States Code](#) but who does not seek to have a claim for such item or service submitted to such plan or coverage.



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# **NSA – Good Faith Estimate**

## **Informing Individuals**

**A convening provider or facility must inform all uninsured (or self-pay) individuals of the availability of a good faith estimate...upon request. To determine if someone is uninsured or self-pay, the provider or facility must ask if the individual has health insurance.**

**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.**



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# **NSA – Good Faith Estimate**

## **Informing Individuals - Notices**

**Information regarding the availability of good faith estimates for uninsured (or self-pay) individuals must be written..., prominently displayed (and easily searchable from a public search engine) on the convening provider's / facility's website, in the office, and on-site where scheduling or questions about the cost of items or services occur.**

**•Convening providers and convening facilities must consider any discussion or inquiry regarding the potential costs of items or services as a request for a good faith estimate.**



## NOTICE

### **You have the right to receive a “Good Faith Estimate” explaining how much your health care will cost**

Under the law, health care providers need to give patients who don’t have certain types of health care coverage or who are not using certain types of health care coverage an estimate of their bill for health care items and services before those items or services are provided.

- You have the right to receive a Good Faith Estimate for the total expected cost of any health care items or services upon request or when scheduling such items or services. This includes related costs like medical tests, prescription drugs, equipment, and hospital fees.
- If you schedule a health care item or service at least 3 business days in advance, make sure your health care provider or facility gives you a Good Faith Estimate in writing within 1 business day after scheduling. If you schedule a health care item or services at least 10 business days in advance, make sure your health care provider or facility gives you a Good Faith Estimate within 3 business days after scheduling. You can also ask any health care provider or facility for a Good Faith Estimate before you schedule an item or service. If you do, make sure the health care provider or facility gives you a Good Faith Estimate in writing within 3 business days after you ask.
- If you receive a bill that is at least \$400 more for any provider or facility than your Good Faith Estimate from that provider or facility, you can dispute the bill.
- Make sure to save a copy or picture of your Good Faith Estimate and the bill.

For questions or more information about your right to a Good Faith Estimate, visit [www.cms.gov/nosurprises/consumers](https://www.cms.gov/nosurprises/consumers), email [FederalPPDRQuestions@cms.hhs.gov](mailto:FederalPPDRQuestions@cms.hhs.gov), or call 1-800-985-3059.

<https://www.cms.gov/files/document/standard-notice-consent-forms-nonparticipating-providers-emergency-facilities-regarding-consumer.pdf>



# **NSA – Good Faith Estimate**

<b>Circumstance of Request</b>	<b>Period to Provide Good Faith Estimate</b>
<b>Requests the individual or patient does not schedule an appointment.</b>	<b>3 business days of request.</b>
<b>Scheduled less than 3 business days in advance.</b>	<b>Not required at time of scheduling; except that, at the patient's request, a GFE must still be provided within 3 business days.</b>
<b>Scheduled between 3 and 9 business days in advance.</b>	<b>1 business day of request.</b>
<b>Scheduled 10 or more business days in advance.</b>	<b>3 business days of request.</b>
<b>Recurring schedule of same services.</b>	<b>Single Good Faith Estimate provided up to 12 months for scheduled recurring services.</b>



# **NSA – Good Faith Estimate**

## **Co-Providers and Co-Facilities**

**Upon receiving a request for a GFE...the convening provider or facility must contact all co-providers and co-facilities who are reasonably expected to provide items or services in conjunction with the primary item or service no later than 1 business day after scheduling or receiving the request...and must request that the co-providers or co-facilities submit good faith estimate information to the convening provider or facility.**

**For good faith estimates provided to uninsured or self-pay individuals for CY 2022, HHS will exercise its enforcement discretion in situations where a good faith estimate does not include expected charges from co-providers or co-facilities.**



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# NSA – Good Faith Estimate

## **Additional compliance**

**A good faith estimate is considered *part of the patient's medical record*.**

**A GFE copy (6 years) must be provided to an individual upon request.**

**While the PPDR process is pending, the [CLINIC] will not move the bill into collection or threaten to do so, or if the bill is already in collection, the [CLINIC] will cease collection efforts. The [CLINIC] will suspend the accrual of any late fees.**

**The [CLINIC] will not take or threaten to take any retributive action against an uninsured (or self-pay) individual for utilizing the PPDR process.**



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# **NSA – Good Faith Estimate**

## **Contents:**

- 1. Patient name and DOB**
- 2. Description of primary service**
- 3. Itemized list of services**
- 4. Expected service codes, DRG and charges**
- 5. Name, NPI, TIN of each provider / facility**
- 6. Location**
- 7. Items requiring separate scheduling**
- 8. Disclaimers**
  - (a) Issuance of GFE**
  - (b) Additional services may be recommended**
  - (c) GFE is only an ‘estimate’**
  - (d) PPDR**
  - (e) Not a contract**



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**Standard Form: “Good Faith Estimate for Health Care Items and Services” Under the No  
Surprises Act**

(For use by health care providers no later than January 1, 2022)

Instructions Under Section 2799B-6 of the Public Health Service Act, health care providers and health care facilities are 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.

This form may be used by the health care providers to inform individuals who are not enrolled in a plan or coverage or a Federal health care program (uninsured individuals), or individuals who are enrolled but not seeking to file a claim with their plan or coverage (self-pay individuals) of the expected charges they may be billed for receiving certain health care items and services. A good faith estimate must be provided within 3 business days upon request. Information regarding scheduled items and services must be furnished within 1 business day of scheduling an item or service to be provided in 3 business days; and within 3 business days of scheduling an item or service to be provided in at least 10 business days.

To use this model notice, the provider or facility must fill in the blanks with the appropriate information. HHS considers use of the model notice to be good faith compliance with the good faith estimate requirements to inform an individual of expected charges. Use of this model notice is not required and is provided as a means of facilitating compliance with the applicable notice requirements. However, some form of notice, including the provision of certain required information, is necessary to begin the patient-provider dispute resolution process.

NOTE: The information provided in these instructions is intended only to be a general informal summary of technical legal standards. It is not intended to take the place of the statutes, regulations, or formal policy guidance upon which it is based. Readers should refer to the applicable statutes, regulations, and other interpretive materials for complete and current information.

**Health care providers and facilities should not include these instructions with the documents given to patients.**

**Paperwork Reduction Act Statement**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid Office of Management and Budget (OMB) control number. The valid OMB control number for this information collection is 0938-XXXX. The time required to complete this information collection is estimated to average 1.3 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.



[NAME OF CONVENING PROVIDER OR FACILITY]

**Good Faith Estimate for Health Care Items and Services**

<b>Patient</b>		
Patient First Name	Middle Name	Last Name
Patient Date of Birth:		
Patient Identification Number:		
<b>Patient Mailing Address, Phone Number, and Email Address</b>		
Street of PO Box		Apartment
City	State	Zip
Phone:		
Email Address:		
Patient's Contact Preference: <input type="checkbox"/> By mail <input type="checkbox"/> By email		
<b>Patient Diagnosis</b>		
Primary Item or Service Requested / Scheduled		
Patient Primary Diagnosis	Primary Diagnosis Code	
Patient Secondary Diagnosis	Secondary Diagnosis Code	
If scheduled, list the date(s) the Primary Service or Item will be provided:		
<input type="checkbox"/> Check this box if this service or item is not yet scheduled		
Date of Good Faith Estimate: ____/____/____		
Provider Name	Estimated Total Cost	
Provider Name	Estimated Total Cost	
Provider Name	Estimated Total Cost	
<b>Total Estimated Cost: \$_____</b>		

The following is a detailed list of expected charges for:  
 [PRIMARY SERVICE OR ITEM], scheduled for [DATE OF SERVICE, IF SCHEDULED].  
 [If items or services are reoccurring, "The estimated costs are valid for 12 months from the date of the Good Faith Estimate."]

**[Provider/Facility 1] Estimate**

Provider / Facility Name		Provider / Facility Type			
Street Address					
City		State		Zip	
Contact Person		Phone		Email	
National Provider Identifier			Taxpayer Identification Number		
<b>Details of Items of Services for [Provider/Facility 1]</b>					
Item/Service	Address where item/service will be provided (Street, City, State, Zip)	Diagnosis Code	Service Code	Quantity	Expected Cost

**Total Expected Charges from [Provider/Facility 1]: \$\_\_\_\_\_**

Additional Health Care Notes:



**[Provider/Facility 2] Estimate (Delete if not needed)**

Provider / Facility Name		Provider / Facility Type	
Street Address			
City		State	Zip
Contact Person		Phone	Email
National Provider Identifier		Taxpayer Identification Number	

**Details of Items of Services for [Provider/Facility 2]**

Item/Service	Address where item/service will be provided (Street, City, State, Zip)	Diagnosis Code	Service Code	Quantity	Expected Cost

**Total Expected Charges from [Provider/Facility 2]: \$\_\_\_\_\_**

Additional Health Care Notes:

**[Provider/Facility 3] Estimate (Delete if not needed)**

Provider / Facility Name		Provider / Facility Type	
Street Address			
City		State	Zip
Contact Person		Phone	Email
National Provider Identifier		Taxpayer Identification Number	

**Details of Items of Services for [Provider/Facility 3]**

Item/Service	Address where item/service will be provided (Street, City, State, Zip)	Diagnosis Code	Service Code	Quantity	Expected Cost

**Total Expected Charges from [Provider/Facility 3]: \$\_\_\_\_\_**

Additional Health Care Notes:



## Disclaimer

This Good Faith Estimate shows the costs of items and services that are reasonably expected for your health care needs for an item or service. The estimate is based on information known at the time the estimate was created.

The Good Faith Estimate does not include any unknown or unexpected costs that may arise during treatment. You could be charged more if complications or special circumstances occur. If this happens, federal law allows you to dispute (appeal) the bill.

## If you are billed for more than this Good Faith Estimate, you have the right to dispute the bill.

You may contact the health care provider or facility listed to let them know the billed charges are higher than the Good Faith Estimate. You can ask them to update the bill to match the Good Faith Estimate, ask to negotiate the bill, or ask if there is financial assistance available.

You may also start a dispute resolution process with the U.S. Department of Health and Human Services (HHS). 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.

There is a \$50 fee to use the dispute process. If the agency reviewing your dispute agrees with you, you will have to pay the price on this Good Faith Estimate. If the agency disagrees with you and agrees with the health care provider or facility, you will have to pay the higher amount.

- ✓ There may be additional items or services the convening provider or convening facility recommends as part of the course of care that must be scheduled or requested separately and are not reflected in the good faith estimate;
- ✓ The information provided in the good faith estimate is only an estimate regarding items or services reasonably expected to be furnished at the time the good faith estimate is issued to the uninsured (or self-pay) individual and that actual items, services, or charges may differ from the good faith estimate; and
- ✓ Uninsured individual's right to initiate the patient-provider dispute resolution process if the actual billed charges are substantially in excess of the expected charges included in the good faith estimate, as specified in [§ 149.620](#); this disclaimer must include instructions for where an uninsured (or self-pay) individual can find information about how to initiate the patient-provider dispute resolution process and state that the initiation of the patient-provider dispute resolution process will not adversely affect the quality of health care services furnished to an uninsured (or self-pay) individual by a provider or facility; and
- ✓ The good faith estimate is not a contract and does not require the uninsured (or self-pay) individual to obtain the items or services from any of the providers or facilities identified in the good faith estimate.

To learn more and get a form to start the process, go to [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call (800) 985-3059.

**For questions or more information** about your right to a Good Faith Estimate or the dispute process, visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) or call (800) 985-3059.

Keep a copy of this Good Faith Estimate in a safe place or take pictures of it. You may need it if you are billed a higher amount.



# **NSA – Good Faith Estimate**

## **Patient – Provider Dispute Resolution (PPDR)**

- **“Substantially in excess” - Bill is at least \$400 more than the GFE for any provider or facility listed on the GFE**
- **Eligibility – if the patient received a GFE**
- **Process initiated within 120 calendar days from bill receipt**
- **SDR (Select Dispute Resolution) entities will make payment determinations**
- **Administrative fee (\$50)**



**MIDWEST**  
HEALTH CARE, INC.





# MIDWEST

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## HEALTH CARE, INC.

**Enrollment, Medical Billing, RHC SERVICES**

**Scott Robbins - (573) 803-5211**  
**[srobbins@mwhc.net](mailto:srobbins@mwhc.net)**

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