

COVID-19 FAQ

3. As a condition of the CARES Act stimulus payment, we understand we are not allowed to “balance bill” the patient. How are we supposed to know what we can and cannot bill?

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Answer: There are numerous things to take into consideration regarding the terms and conditions of the stimulus payment.

- 1) Remember that the terms and conditions of the CARES Act stimulus payment relates **only** to suspected or actual COVID-19 patients. Suspected COVID-19 patients can include those with typical signs and symptoms of COVID-19 (cough, fever) and/or known contact with someone who tested positive for COVID-19. Therefore, transport of patients **not** affected by COVID-19 are **not** subject to the balance billing restrictions imposed under the terms and conditions of accepting payment. Of course, state law restrictions or limitations that prohibit balance billing remain in effect. Similarly, state (or federal) laws that specifically *permit* balance billing a patient will not trump the terms and conditions of accepting the stimulus money – by agreeing to accept the stimulus money, you contracted away other balance billing rights that otherwise may exist. Therefore, prohibition against balance billing applies to both air and ground ambulance services.
- 2) For patients that are suspected or actual COVID-19, the prohibition against charging for out-of-pocket costs applies to balances normally billable to the patient for services provided by non-participating healthcare providers for the difference between the amount charged by the healthcare provider and the amount allowed by the insurer. The terms and conditions of the CARES Act stimulus payment do **not** affect the ability for the healthcare provider to bill the patient for co-payment and deductible amounts (the difference between the amount allowed by the insurer and the amount paid by the insurer). Ultimately, all healthcare providers are treated as “in-network” for determining payment amounts and cost-sharing obligations. That is, the health insurance plan pays the insurance share, and the applicable co-payment and deductible amounts can be charged to the patient. One thing that remains unclear, however, is whether the health insurance payer will pay the healthcare provider directly (i.e., direct pay), or whether the health insurance payer pays the patient directly, such that the healthcare provider must recover the insurance payment share (as well as co-payment and deductible) from the patient.
- 3) The terms and conditions of the stimulus payment only apply to insured patients and coverage limitations as dictated by the insurer. If a patient is *uninsured*, the balance billing prohibitions do not apply. This initial CARES Act payment involves \$30 billion of the total \$100 billion allocated to assist healthcare providers impacted by the COVID-19 crisis. Part of the remaining \$70 billion (to be allocated in the future) may include funds to help cover healthcare costs of uninsured patients. For the time being, therefore, healthcare providers *can* bill uninsured patients.
- 4) The EOB of the health insurance payer will be the primary tool to determine how much you can bill the patient for co-payment and deductible. As a non-participating provider, you will

(unfortunately) be at the mercy of the health insurance payer to accurately report the patient's co-payment and deductible obligations. Remember too that many health insurance payers offer various plans or levels of coverage, with varying degrees of cost-sharing obligations. Therefore, just because one patient with Blue Cross has a certain cost-sharing obligation does not mean all Blue Cross patients will have the same obligation. Cost-sharing amounts will vary from patient to patient, based on the specific plan. In order to confirm cost-sharing obligations (if not clearly described on the EOB), you may have to review co-payment amounts as identified on the patient's insurance card (if available), or contact the plan for cost-sharing amounts, or contact the patient to obtain details involving the specific plan terms. Unfortunately, the guidance is silent as to how much the health insurance payer must pay the out of network healthcare provider. We presume the insurer is supposed to pay the "in-network" amount. As an out-of-network provider, however, the healthcare provider will not know the in-network amount. As above, the healthcare provider will have to rely on the EOB. It is interesting to note that there is nothing that precludes the health care provider from balance billing the *insurer* – the terms and conditions only preclude balance billing the patient. It is possible you could seek additional payment from the insurer (above and beyond the in-network rate).

- 5) It is important to pay close attention to the EOB from the health insurer. In light of the public health emergency, some health insurance payers *might* choose to cover the patient's co-payment and deductible amounts in the reimbursement made to the healthcare provider. Commercial insurances are only legally obligated to cover the patient's applicable co-payment and deductible amounts for COVID-19 *testing*. Ambulance transport costs do not appear to be included. Thus, any obligation of the commercial insurances to cover the patients cost-sharing amounts is limited to testing only, but there is nothing that would preclude a commercial insurer from choosing to pay the healthcare provider the patient's cost-sharing amount (in addition to the insurance share), and the federal government has indicated that some commercial payors have already agreed to cover patient co-payments. Carefully reviewing the EOB could help shed light on whether the health insurer is paying the full payable amount (i.e. insurance share *plus* cost-sharing), or only paying the insurance share. If the latter, that EOB should then indicate a patient responsibility amount that could be billed to the patient.
- 6) We highly recommend that you track all services rendered to suspected or positive COVID-19 patients. Such patients could be tracked by: using ICD-10 Codes; using the billing narrative to reference "COVID-19;" adding a specific COVID-19 field (either "Yes/No" or better yet, "Suspected/Known/No" to your system to track these; or using a conventional spreadsheet. You should work with your software vendor to determine the best way to track things for easy access in the future. COVID-19 related services could be subject to future scrutiny or review, other funding might become available (e.g., FEMA or state EMA funds) or you might have to challenge payment amounts and adjustments made by various payers. Having an easy way to retrieve a list of all suspected and known COVID-19 patients can facilitate future inquiries into services performed to such patients.
- 7) The healthcare provider is free to reject the stimulus payment. Signing the terms and conditions statement (within 30 days of receiving the stimulus payment) is a requirement of keeping the money. If you disagree with the terms and conditions, simply refuse to sign the agreement and return the stimulus money. In that case, the balance billing prohibitions will not apply. The HHS/CMS portal to accept the Terms and Conditions is available [here](#).