



Your Rights and Protections Against Surprise Medical Bills

When you get emergency care or get treated by an out-of-network provider at an in-network hospital or ambulatory surgical center, you are protected from surprise billing or balance billing.

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.

You are protected from balance billing for:

Emergency services

If you have an emergency medical condition and get emergency services from an out-of-network provider or facility, the most the provider or facility may bill you is your plan's in-network cost-sharing amount (such as copayments and coinsurance). You **can't** be balance billed for these emergency services. This includes services you may get after you're in stable condition, unless you give written consent and give up your protections not to be balance billed for these post-stabilization services.

Certain services at an in-network hospital or ambulatory surgical center

When you get services from an in-network hospital or ambulatory surgical center, certain providers there may be out-of-network. In these cases, the most those providers may bill you is your plan's in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist services. These providers **can't** balance bill you and may **not** ask you to give up your protections not to be balance billed.

If you get other services at these in-network facilities, out-of-network providers **can't** balance bill you, unless you give written consent and give up your protections.

You're never required to give up your protections from balance billing. You also aren't required to get care out-of-network. You can choose a provider or facility in your plan's network.

When balance billing isn't allowed, you also have the following protections:

- You are only responsible for paying your share of the cost (like the copayments, coinsurance, and deductibles that you would pay if the provider or facility was in-network). Your health plan will pay out-of-network providers and facilities directly.
- Your health plan generally must:
 - Cover emergency services without requiring you to get approval for services in advance (prior authorization).
 - Cover emergency services by out-of-network providers.
 - Base what you owe the provider or facility (cost-sharing) on what it would pay an in-network provider or facility and show that amount in your explanation of benefits.
 - Count any amount you pay for emergency services or out-of-network services toward your deductible and out-of-pocket limit.

FOR MEMBERS: This claim is protected by the Federal No Surprises Act. If you did not sign a consent form the provider gave you, you only owe any in-network cost share shown on this explanation of benefits. This includes any deductible, coinsurance or copayment. The provider can't bill you for more. **If you believe you've been wrongly billed**, you may contact District 9 Welfare Trust at 314.739.6442 or 888.736.6442. You may have been given a consent form before you had these services. If you did sign a consent form and the provider sends it to us, we may have to rework your claim and you may be responsible for any balance due. Visit www.d9wp.org for more information about your rights under federal law.

FOR PROVIDERS: The Federal No Surprises Act (NSA) applies for this claim. We allowed covered services using the recognized Qualifying Payment Amount (QPA). The QPA complies with the NSA. We calculated the member's cost share using the QPA. The member only owes their cost share shown on this notice. You are prohibited from billing the member more than their cost share. Under NSA, if you don't accept the QPA and want to initiate an Open Negotiation, you have 30 business days from receipt of this notice to do so. You can submit a completed Open Negotiation request form to us via email at claiminquiry@clearhs.com, via our online portal (preferred method), <https://provider.clearhs.com> or by calling Clear Health at 1-866-722-3773 if you need details on initiating an Open Negotiation. If we don't reach an agreement during the Open Negotiation, you may initiate the Federal Independent Dispute Resolution (IDR) process for eligible claims on business day 31.