



CONSENT FOR SERVICES/TREATMENT AND PATIENT ACKNOWLEDGEMENT

- 1. CONSENT FOR TREATMENT.** I voluntarily consent to behavioral health services and treatment performed by staff and providers at Diversus Health. This may also include treatment by a medical professional who can prescribe medication. I understand that the practice of behavioral health is not an exact science and no guarantees have been made to me as to the result of treatment. I understand that I have a right to consent to proposed treatment as well as a right to refuse proposed treatment. I also have a right to stop services and/or treatment at any time. I have a right to a second opinion regarding my diagnosis and my individual course of treatment.
- 2. CONTACT.** I authorize Diversus Health to contact me regarding my services and/or treatment, appointment reminders, insurance items, or any call pertaining to my care. I authorize Diversus Health staff to contact me or my designated representative after discharge from services and/or treatment to obtain information for follow-up purposes only. I understand that these communications may occur in writing, secured email, phone, or text message. Should I choose not to receive text message reminders from Diversus Health, I will opt out of these services by contacting Diversus Health in writing.
- 3. TELEHEALTH SERVICES.** I authorize Diversus Health to use secured telehealth services, if necessary, to provide services and/or treatment. I understand that all laws that protect the privacy and confidentiality of medical information also apply to telehealth. I have the right to withdraw my consent to telehealth services at any time and it will not impact my right to care. Please note that therapy and medication management services cannot be rendered via telehealth if you are in another State unless the provider is credentialed in that State as well as Colorado. For providers credentialed in Colorado only, guidelines require that you be in Colorado to receive therapy and medication management services.
- 4. AUTHORIZATION FOR RELEASE OF INFORMATION.** I authorize Diversus Health to utilize confidential medical information or other information contained in my medical records as necessary for claims payments, medical management, or quality of care review purposes. I further authorize the release of such confidential information to my insurance company or other health coverage plan, including government payers, as necessary for claims payment, medical management, and quality review activities as conducted by such company or plan or its subsidiaries or designees. This authorization includes the release of AIDS diagnosis or a positive HIV antibody result, alcohol and/or drug use/abuse information, genetic testing, congenital disorders, and mental health information. I understand this authorization for release of information can be revoked by me in writing at any time, but only with respect to the proposed treatment and not with respect to care and treatment that has already been provided to me.
- 5. WAIVER OF RESPONSIBILITY FOR PERSONAL VALUABLES.** I understand that Diversus Health does not assume any liability for the loss or damage to my personal property while on Diversus Health premises. I understand all valuables should not be brought or left at Diversus Health.
- 6. PAYMENT AGREEMENT AND ASSIGNMENT.** Except as prohibited by an agreement between my insurance company and Diversus Health or by state or federal law, I agree to be responsible for my co-payments, deductibles, or other charges for services not covered or paid by insurance or other third-party payers. I authorize Diversus Health to file any claims for payment of any portion of the patient bills and assign all rights and benefits to Diversus Health, as appropriate. I further agree, subject to state or federal law, to pay all costs, attorney fees, expenses, and interest in the event that Diversus Health takes action to collect same because of my failure to pay in full any and all incurred charges.
- 7. CANCELLATIONS.** I will give a minimum of 24 hours' notice for all appointments I need to cancel or reschedule. I understand that if I arrive late for a scheduled appointment I may not be seen and agree that unattended or late appointments may result in Diversus Health discontinuing services and/or treatment.
- 8. Colorado Regional Health Information Organization (CORHIO).** Clients who receive services at Diversus Health are automatically enrolled in CORHIO. CORHIO is the state-designated entity to lead efforts to expand the use of health information across Colorado. CORHIO facilitates the exchange of health information in the behavioral health community with the physical health care community to improve coordination of care so that important information about your healthcare is available to providers who render services for you. You do have the right to opt out of participation in CORHIO or revoke a previous opt out request you may have made.
To OPT OUT of participation in CORHIO, please visit the CORHIO site here: <https://www.corhio.org/for-patients/your-choices>
- 9. ACKNOWLEDGEMENTS.** I acknowledge that I have been given/offered a copy of the following information:
 - Client Responsibilities & Rights
 - Notice of Privacy Rights (including Confidentiality of Alcohol and Drug Abuse Patient Records)
 - Surprise/Balance Billing Disclosure
 - Consent for Services/Treatment and Patient Acknowledgement

Staff Signature

Date

Client Signature

Date

Check Box if Client/Legal Guardian refused/unable to sign (identify reason below or on back of page):



No-Show, Late Cancellation Policy

Diversus Health prides itself in the delivery of quality mental and behavioral health care and is in partnership with each client it serves. This partnership has two key components:

1. Providers dedicate time to provide services
2. Clients show up for their appointments to receive proper care

By setting an appointment, we are reserving dedicated time for our clients to experience the benefits of care. We ask our clients to attend their appointments and contribute in order to get the best possible outcome. We hold our providers responsible for showing up to clinics in a timely fashion and ask our clients to do the same.

Definitions:

Late Cancellation: Appointments cancelled with less than 24 hours' notice. (This type of cancellation is tracked to determine continued services with Diversus Health)

Late Arrival: Arrival of 5 minutes or later to a scheduled appt. (Providers are required to see the client for a safety check, regardless of late arrival unless seeing another client from the Standby Lobby)

No-Show: Client fails to appear for a scheduled appointment without prior notification. (This type of cancellation is tracked to determine continued services with Diversus Health)

Discharge/Closed: Clients can be administratively discharged/closed from an individual service line (Counseling, Psychiatry or Group) due to lack of engagement, excessive no shows and/or late cancellations. If administratively discharged/closed from a service line, client will not be allowed to receive services for that specific service at Diversus Health

Service Line Policies:

Initial/Psychiatric Diagnostic Evaluation: Clients who miss an Initial Diagnostic Evaluation, will not be granted another scheduled appointment. Instead, clients will be offered our Standby Lobby

Counseling (includes Case Management/Specialty Services)

- 3 missed Counseling appointments in 6 months = Discharge from Counseling Services
- 6 Counseling late cancellations in 6 months = Discharge from Counseling Services

Psychiatry

- 3 missed Psychiatry appointments in 6 months = Discharge from Psychiatry Services
- 6 Psychiatry late cancellations in 6 months = Discharge from Psychiatry Services

Group Counseling

- 6 missed group appointments in 6 months = Discharge from Group Services per group type (i.e. DBT, SUD, ACT, etc.)

Crisis Center: Clients can always access crisis services if they have a crisis regardless of late cancellations or no-shows (Medications will not be filled for clients via the crisis center)

Diversus Health prides itself on being the safety net clinic and Community Mental Health Center (CMHC) in El Paso, Park, and Teller Counties. Our mission and designation as a CMHC, means that we are committed to meeting the unique needs of our diverse community.

Diversus Health will allow clients closed for no shows and/or late cancellations to return to outpatient or other services through utilizing the standby lobby and require an appointment with a case manager to determine if there are social determinants of health or other barriers Diversus Health can assist with. Clients can always access Crisis Services regardless of no show/late cancellation status.

Client/Legal Guardian Signature

Date

DIVERSUS HEALTH NOTICE OF PRIVACY RIGHTS

THIS NOTICE DESCRIBES HOW MEDICAL [INCLUDING MENTAL HEALTH] INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. During the process of providing services to you, Diversus Health will obtain, record, and use mental health and medical information about you that is protected health information. Ordinarily that information is confidential and will not be used or disclosed, except as described below.

I. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION (PHI)

- A. General Uses and Disclosures Not Requiring the Client's Consent. Diversus Health will use and disclose protected health information in the following ways.
1. **Treatment.** Treatment refers to the provision, coordination, or management of health care [including mental health care] and related services by one or more health care providers. For example, Center staff involved with your care may use your information to plan your course of treatment and consult with other staff to ensure the most appropriate methods are being used to assist you.
 2. **Payment.** Payment refers to the activities undertaken by a health care provider [including a mental health provider] to obtain or provide reimbursement for the provision of health care. For example, Diversus Health will use your information to develop accounts receivable information, bill you, and with your consent, provide information to your insurance company for services provided. The information provided to insurers and other third party payors may include information that identifies you, as well as your diagnosis, type of service, date of service, provider name/identifier, and other information about your condition and treatment. If you are covered by Medicaid, information will be provided to the State of Colorado's Medicaid program, including but not limited to your treatment, condition, diagnosis, and services received.
 3. **Health Care Operations.** Health Care Operations refers to activities undertaken by Diversus Health that are regular functions of management and administrative activities. For example, Diversus Health may use your health information in monitoring of service quality, staff training and evaluation, medical reviews, legal services, auditing functions, compliance programs, business planning, and accreditation, certification, licensing and credentialing activities.
 4. **Contacting the Client.** Diversus Health may contact you to remind you of appointments and to tell you about treatments or other services that might be of benefit to you.
 5. **Required by Law.** Diversus Health will disclose protected health information when required by law or necessary for health care oversight. This includes, but is not limited to: (a) reporting child abuse or neglect; (b) when court ordered to release information; (c) when there is a legal duty to warn or take action regarding imminent danger to others; (d) when the client is a danger to self or others or gravely disabled; (e) when required to report certain communicable diseases and certain injuries; and (f) when a Coroner is investigating the client's death.
 6. **Health Oversight Activities.** Diversus Health will disclose protected health information to health oversight agencies for oversight activities authorized by law and necessary for the oversight of the health care system, government health care benefit programs, regulatory programs or determining compliance with program standards.
 7. **Crimes on the premises or observed by Center personnel.** Crimes that are observed by Center staff, that are directed toward staff, or occur on Diversus Health's premises will be reported to law enforcement.
 8. **Business Associates and Qualified Service Organizations.** Some of the functions of Diversus Health are provided by contracts with *Business Associates and Qualified Service Organizations*. For example, some administrative, clinical, quality assurance, billing, legal, auditing, and practice management services may be provided by contracting with outside entities to perform those services. In those situations, protected health information will be provided to those contractors as is needed to perform their contracted tasks. *Business Associates and Qualified Service Organizations* are required to enter into an agreement maintaining the privacy of the protected health information released to them.
 9. **Research.** Diversus Health may use or disclose protected health information for research purposes if the relevant limitations of the Federal HIPAA Privacy Regulation are followed. 45 CFR § 164.512(i).
 10. **Involuntary Clients.** Information regarding clients who are being treated involuntarily, pursuant to law, will be shared with other treatment providers, legal entities, third party payers and others, as necessary to provide the care and management coordination needed.

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11. **Family Members.** Except for certain minors, incompetent clients, or involuntary clients, protected health information cannot be provided to family members without the client's consent. In situations where family members are present during a discussion with the client, and it can be reasonably inferred from the circumstances that the client does not object, information may be disclosed in the course of that discussion. However, if the client objects, protected health information will not be disclosed.
 12. **Fund Raising.** Diversus Health, or its institutionally related fund raising Foundation, may contact clients as a part of its fund raising activities. PHI will be used and disclosed for fundraising communications if AspenPointe contacts you to raise funds for the organization. However, you have a right to opt out of receiving such communications.
 13. **Emergencies.** In life threatening emergencies Center staff will disclose information necessary to avoid serious harm or death.
 14. **Colorado Regional Health Information Organization (CORHIO).** Clients who receive services at Diversus Health are automatically enrolled in CORHIO. CORHIO is the state-designated entity to lead efforts to expand the use of health information across Colorado. CORHIO facilitates the exchange of health information in the behavioral health community with the physical health care community to improve coordination of care so that important information about your healthcare is available to providers who render services for you. You do have the right to opt out of participation in CORHIO or revoke a previous opt out request you may have made. You can do so by selecting the relevant check box in the Consents and Acknowledgements section of this document.
- B. Client Release of Information or Authorization. Diversus Health may not use or disclose protected health information in any other way without a signed release of information or authorization. When you sign a release of information, or an authorization, it may later be revoked, provided that the revocation is in writing. The revocation will apply, except to the extent Diversus Health has already taken action in reliance thereon.
- C. Uses and disclosures of PHI for marketing purposes, as well as disclosures that constitute a sale of PHI, require authorization from you.

II. YOUR RIGHTS AS A CLIENT

- A. Access to Protected Health Information. You have the right to inspect and obtain a copy of the protected health information Diversus Health has regarding you, in the designated record set. You can obtain it in paper or electronically. There are some limitations to this right, which will be provided to you at the time of your request, if any such limitation applies. To make a request, ask Center staff for the appropriate request form.
- B. Amendment of Your Record. You have the right to request that Diversus Health amend your protected health information. Diversus Health is not required to amend the record if it is determined that the record is accurate and complete. There are other exceptions, which will be provided to you at the time of your request, if relevant, along with the appeal process available to you. To make a request, ask Center staff for the appropriate request form.
- C. Accounting of Disclosures. You have the right to receive an accounting of certain disclosures Diversus Health has made regarding your protected health information. However, that accounting does not include disclosures that were made for the purpose of treatment, payment, or health care operations. In addition, the accounting does not include disclosures made to you, disclosures made pursuant to a signed Authorization, or disclosures made prior to April 14, 2003. There are other exceptions that will be provided to you, should you request an accounting. To make a request, ask Center staff for the appropriate request form.
- D. Additional Restrictions. You have the right to request additional restrictions on the use or disclosure of your health information. Diversus Health does not have to agree to that request, and there are certain limits to any restriction, which will be provided to you at the time of your request. To make a request, ask Center staff for the appropriate request form.
- E. Alternative Means of Receiving Confidential Communications. You have the right to request that you receive communications of protected health information from Diversus Health by alternative means or at alternative locations. For example, if you do not want Diversus Health to mail bills or other materials to your home, you can request that this information be sent to another address. There are limitations to the granting of such requests, which will be provided to you at the time of the request process. To make a request, ask Center staff for the appropriate request form.

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- F. Restricting Disclosures. You have a right to restrict certain disclosures of PHI to a health plan where you pay out of pocket in full for the health care service. Upon your request, AspenPointe must agree to a restriction on the disclosure of PHI to a health plan if: (1) the disclosure of PHI would be for the purposes of carrying out payment or health care operations, and is not otherwise required by law; and (2) the PHI pertains solely to a health care service for which you, or a person acting on your behalf, has paid AspenPointe in full.
- G. Breaches. You have a right to be notified following a breach of unsecured PHI.
- H. Psychotherapy Notes. If your provider keeps psychotherapy notes (informational notes about your care that is separate from the official clinical record), uses and disclosures of these psychotherapy notes require authorization from you.
- I. Copy of this Notice. You have a right to obtain another copy of this Notice upon request.

III. ADDITIONAL INFORMATION

- A. Privacy Laws. Diversus Health is required by State and Federal law to maintain the privacy of protected health information. In addition, Diversus Health is required by law to provide clients with notice of its legal duties and privacy practices with respect to protected health information. That is the purpose of this Notice.
- B. Terms of the Notice and Changes to the Notice. Diversus Health is required to abide by the terms of this Notice, or any amended Notice that may follow. Diversus Health reserves the right to change the terms of its Notice and to make the new Notice provisions effective for all protected health information that it maintains. When the Notice is revised, the revised Notice will be posted in Diversus Health's service delivery sites and will be available upon request. Complaints Regarding Privacy Rights. If you believe Diversus Health has violated your privacy rights, you have the right to complain to Center management. To file your complaint, call the privacy officer at 572- 6100. You also have the right to complain to the United States Secretary of Health and Human Services by sending your complaint to the Office of Civil Rights, U.S. Department of Health and Human Services, 999 18th Street, Suite 417, Denver, CO 80202 (303) 844-2024; (303) 844-3439 (TDD), (303) 844-2025 FAX. It is the policy of Diversus Health that there will be no retaliation for your filing of such complaints.
- C. Additional Information. If you desire additional information about your privacy rights at Diversus Health, please call 572-6100 and ask to speak to the privacy officer.

IV. CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS

- A. The confidentiality of alcohol and drug abuse patient records maintained by this center is protected by Federal law and regulations. Generally, the program may not say to a person outside the program that a patient attends the program, or disclose any information identifying a patient as an alcohol or drug abuser Unless:
 - 1. The patient consents in writing;
 - 2. The disclosure is allowed by a court order; or
 - 3. The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation.
- B. Violation of the Federal Law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with Federal regulations.
- C. Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime.
- D. Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under State law to appropriate State or local authorities.

(See 42 U.S.C. 290dd-3 and 42 U.S.C. 290ee-3 for Federal laws and 42 CFR Part 2 for Federal regulations).

Diversus Health

Responsibilities and Rights

Responsibilities

As a client of Diversus Health, you have the following responsibilities:

Client Responsibilities Include:

- Understanding their behavioral health benefits.
- Participating in their treatment and service planning.
- Giving providers the information needed to provide good care.
- Arriving to their appointments on time or call if late or need to reschedule.
- Taking medications agreed upon by client and prescriber.
- Following the treatment plan that was developed with his/her team.
- Telling providers if they want to change their treatment plan or don't agree with it or do not understand it.
- Updating their address and phone information
- Treating others with courtesy and respect.

Rights

As a client of Diversus Health, you have the following rights:

Client Rights Include:

- Be informed of, at a minimum, the first names and credentials of the individuals that are providing services to them. Full names and experience of the service providers shall be provided upon request to the client or the client's designated representative.
- Receive services in a manner, which ensures the protection of all client rights, including those legal rights mandated by the Care and Treatment of the Mentally Ill Act and the Alcoholism and Intoxication Treatment Act.
- Be treated with respect, dignity, and regard for their privacy.
- Receive medically necessary behavioral health care services according to federal law.
- Receive continuing care from the same provider whenever possible.
- Receive information on treatment options and the information is presented in such a way that is easy to understand.
- Be included in decisions about their health care and have the right to refuse treatment, except if required by law.
- Receive care in a safe setting.
- Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
- Services provided in the least restrictive, clinically appropriate setting.
- Be free from mental, physical, sexual, and verbal abuse, neglect, and exploitation. Clients are free from sexual intimacy with a provider.
- Have a denial of a person's right made on a case by case basis and have the reason for denying the right documented in the clinical record. Restrictions on rights in shall be evaluated for therapeutic necessity on an ongoing basis and the rationale for continuing the restriction shall be documented at least every seven (7) calendar days.
- Be treated equally without discrimination based on race, religion, gender, age, disability, health status, or sexual orientation.
- Be free to use all of their rights without it affecting how they are treated.
- See his or her attorney, clergy or physician. Advance notice will be given to the unit so such visits can be adequately staffed for the private visit.
- To request a copy of their medical records and ask that the records be changed or corrected.
- To access to an independent advocate.
- To receive a second opinion.
- To receive culturally competent services.

- To receive care in accordance with their needs.
- To receive interpreter services if they have disabilities or do not speak English.
- To receive coordination of care to include medical, vision and dental services.
- Formulate advance directives and have the facility comply with such directive, as applicable, and in compliance with applicable state statute.
- To be informed if there are changes in services or if the client's provider stops seeing clients.
- Be allowed to give their opinion about services to other people and to do this without affecting the services they are provided.
- To be informed about the level of emergency services offered and how to access those services.
- Receive upon request; 1) prior to initiation of non-emergent care or treatment, the estimated average charge to the client. This information shall be presented to the client in a manner that is consistent with all state and federal laws and regulations. 2) The facility's general billing procedures. And 3) An itemized bill that identifies treatment and services by date.
- Disclosure as to whether referrals to other providers are to entities in which the facility has a financial interest.
- Confidentiality of all client records.
- Request that an in-network healthcare provider provide services at an in-network facility or agency if available.

Acute Treatment Rights

- Clients are informed about Diversus Health's policies regarding the handling of medical emergencies.
- If a client is disoriented or in any state that impairs cognition at the time of entry, he or she is informed of his or her rights at an appropriate time during care, treatment, and services.
- Clients are informed of the program rules.
- Clients have the right to receive and send sealed correspondence. No incoming or outgoing correspondence shall be opened, delayed, held or censored by the personnel of the facility.
- Clients have the right to have access to letter writing materials, including postage, and to have staff members of the facility assist him/her if unable to write, prepare and mail correspondence.
- To have reasonable and frequent access to use the telephone, both to make and receive calls in privacy.
- Full use of the facility common areas, in compliance with the documented house rules.
- Expectation of cooperation of the facility in achieving the maximum degree of benefit from those services which are made available by the facility.
- To have frequent and convenient opportunities to meet with visitors. The facility may not deny visits by the client's attorney, religious representative or physician, at any reasonable time and to have privacy to maintain confidentiality of communication between a patient and spouse or significant other, family member(s), staff member(s), attorney, physician, certified public accountant and/or religious representative.
- To wear his/her own clothing, keep and use his/her own personal possessions within reason and keep and be allowed to spend a reasonable sum of his/her own money.
- To refuse to take psychiatric medications, unless the person is an imminent danger to self or others or the court has ordered such medications.
- To not be fingerprinted unless required by law.
- To refuse to be photographed except for facility identification purposes.
- For persons who are under certification for care and treatment, to receive twenty-four (24) hour notice before being transferred to another designated or placement facility unless an emergency exists, the right to protest any transfer to the court, and the right to have the transferring facility notify someone chosen by the client about the transfer.
- To be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
- To privacy and confidentiality of treatment records except as required by law.
- To accept treatment voluntarily, unless reasonable grounds exist to believe the person will not remain in treatment on this basis.
- To receive medical and psychiatric care and treatment in the least restrictive treatment setting possible, suited to meet the person's individual needs and subject to available resources.

- To request to see their medical records, to see the records at reasonable times, and if denied access, to be given the legal reasons upon which the request was denied and have documentation of such placed in the clinical record.
- To retain and consult with an attorney at any reasonable time.
- Every person who is eighteen (18) years of age or older shall be given the opportunity to exercise his/her right to vote in primary and general elections. The staff of the designated or placement facility shall assist each person in obtaining voter registration forms and applications for absentee or mail ballots, and in complying with any other prerequisite for voting.

Acute Treatment Rights Restrictions

- Except as otherwise provided, each denial of a person’s right shall be made on a case by case basis and the reason for denying the right shall be documented in the clinical record and shall be made available, upon request, to the person or his/her attorney.
- No safety or security policy may limit a patient’s ability to send or receive sealed correspondence. However, to prevent the introduction of contraband into the secure facility, the policy may provide that the patient open the correspondence in the presence of unit staff.
- No safety or security policy may limit a patient’s right to see his or her attorney, clergy, or physician. However, the safety and security policy may provide that advance notice be given to the secure facility for such visits so that the secure facility can adequately staff for the private visit.
- A person’s rights may be limited or denied under court order by an imposition of legal disability or deprivation of a right.
- Information pertaining to the denial of any right shall be made available, upon request, to the person or his/her attorney.

Foster Care Only

- The child’s rights are respected.
- The rights of the family of origin are respected.
- The foster family’s rights are respected.
- Clients are given information about their responsibilities while receiving care, treatment, and services.

Mental health professionals are required to maintain records of the people they serve, 18 years of age and older, for a period of seven (7) years from the date of termination of services. Under Colorado law (C.R.S. 12-43-224), if you feel we have violated the law regarding maintenance of records for an individual 18 years of age and older, you must file your complaint or other notice with the Division of Professions and Occupations within seven (7) years after you discover or reasonably should have discovered the violation. All records will be maintained as required under Colorado law. Please be advised that records for an individual 18 years of age and older may not be maintained after the seven-year period.

Colorado Department of Human Services (main information)	303-866-5700
Colorado Department of Human Services Office of Behavioral Health	303-866-7400
Colorado Legal Services	719-471-0380
District Attorney Neighborhood Justice Center	719-520-6016
Colorado Department of Human Services Office of Behavioral Health–Drug and Alcohol	303-866-7480



Surprise/Balance Billing Disclosure Form

Surprise Billing – Know Your Rights

Beginning January 1, 2020, Colorado state law protects you* from “surprise billing,” also known as “balance billing.” These protections apply when:

- You receive covered emergency services, other than ambulance services, from an out-of-network provider in Colorado, and/or
- You unintentionally receive covered services from an out-of-network provider at an in-network facility in Colorado

What is surprise/balance billing, and when does it happen?

If you are seen by a health care provider or use services in a facility or agency that is not in your health insurance plan’s provider network, sometimes referred to as “out-of-network,” you may receive a bill for additional costs associated with that care. Out-of-network health care providers often bill you for the difference between what your insurer decides is the eligible charge and what the out-of-network provider bills as the total charge. This is called “surprise” or “balance” billing.

When you CANNOT be balance-billed: Emergency Services

If you are receiving emergency services, the most you can be billed for is your plan’s in-network cost-sharing amounts, which are copayments, deductibles, and/or coinsurance. You cannot be balance-billed for any other amount. This includes both the emergency facility where you receive emergency services and any providers that see you for emergency care.

Nonemergency Services at an In-Network or Out-of-Network Health Care Provider

The health care provider must tell you if you are at an out-of-network location or at an in-network location that is using out-of-network providers. They must also tell you what types of services that you will be using may be provided by any out-of-network provider.

You have the right to request that in-network providers perform all covered medical services. However, you may have to receive medical services from an out-of-network provider if an in-network provider is not available. In this case, the most you can be billed for **covered** services is your in-network cost-sharing amount, which are copayments, deductibles, and/or coinsurance. These providers cannot balance bill you for additional costs.

Additional Protections

- Your insurer will pay out-of-network providers and facilities directly.
- Your insurer must count any amount you pay for emergency services or certain out-of-network services (described above) toward your in-network deductible and out-of-pocket limit.
- Your provider, facility, hospital, or agency must refund any amount you overpay within sixty days of being notified.
- No one, including a provider, hospital, or insurer can ask you to limit or give up these rights.

If you receive services from an out-of-network provider or facility or agency OTHER situation, you may still be balance billed, or you may be responsible for the entire bill. If you intentionally receive nonemergency services from an out-of-network provider or facility, you may also be balance billed.

If you want to file a complaint against your health care provider, you can submit an online complaint by visiting this website: https://www.colorado.gov/pacific/dora/DPO_File_Complaint.

If you think you have received a bill for amounts other than your copayments, deductible, and/or coinsurance, please contact the billing department, or the Colorado Division of Insurance at 303-894-7490 or 1-800-930- 3745.

***This law does NOT apply to ALL Colorado health plans. It only applies if you have a “CO-DOI” on your health insurance ID card.**

Please contact your health insurance plan at the number on your health insurance ID card or the Colorado Division of Insurance with questions.