



# Denver DBT and Psychotherapy, INC Disclosure Statement

**Andrew Arriaga, Ph.D.**

1780 S. Bellaire St. Suite #270B

Denver, CO 80222

(720) 803-2676

University of Texas at Austin, Department of Educational Psychology: Doctor of Philosophy (Ph.D.), Counseling Psychology, 2023

University of Texas at Austin, Department of Educational Psychology: Master of Arts, Counseling Psychology, 2020

New York University, Gallatin School of Individualized Study: Bachelor of Arts, Identity, Culture and the Arts, 2009

Supervised by Nikki Kraslin, Psy.D., Licensed Clinical Psychologist (#2981)

The Colorado Division of Regulatory Agencies has the general responsibility of regulating the practice of licensed psychologists, licensed clinical social workers, licensed professional counselors, licensed marriage and family therapists, certified school psychologists, and unlicensed individuals who practice psychotherapy.

The Agency within the Department that has responsibility specifically for licensed and unlicensed psychotherapists is the State Grievance Board: 1560 Broadway, Suite 1340, Denver, CO 80202; 303-894-7766. Alcohol and Drug Abuse Counselors are regulated by the Colorado Department of Health: Director, Alcohol and Drug Abuse Division, Colorado Department of Health, 4210 East 11<sup>th</sup> Avenue, Denver, CO 80220; 303-331-8201\*.

\*As to the regulatory requirements applicable to mental health professionals: a Licensed Clinical Social Worker, a Licensed Marriage and Family Therapist, and a Licensed Professional Counselor must hold a masters degree in their profession and have two years of post-masters supervision. A Licensed Psychologist must hold a doctorate degree in psychology and have one year of post-doctoral supervision. A Licensed Social Worker must hold a masters degree in social work. A Psychologist Candidate, a Marriage and Family Therapist Candidate, and a Licensed Professional Counselor Candidate must hold the necessary licensing degree and be in the process of completing the required supervision for licensure. A Certified Addiction Counselor I (CAC I) must be a high school graduate, and complete required training hours and 1,000 hours of supervised experience. A CAC II must complete additional required training hours and 2,000 hours of supervised experience. A CAC III must have a bachelors degree in behavioral health, and complete additional required training hours and 2,000 hours of supervised experience. A Licensed Addiction Counselor must have a clinical masters degree and meet the CAC III requirements. A registered psychotherapist is a psychotherapist listed in the State's database and is authorized by law to practice psychotherapy

in Colorado but is not licensed by the state and is not required to satisfy any standardized educational or testing requirements to obtain a registration from the state.

### **Client Rights and Important Information:**

1. You are entitled to receive information from me about my methods of therapy, the techniques I use, the potential duration of your therapy and Denver DBT's fee structure. Please let me know if you would like to receive this information. You may seek a second opinion from another therapist or terminate therapy at any time.

2. 48-hour advanced notice is required for intake and/or individual therapy cancellations. If advanced notice is not provided, clients will be charged for the missed session. Emergency situations (i.e. sudden illness, serious weather, death in family) are exceptions to this rule and will be evaluated on a case-by-case basis.

3. Payment for services is collected on a per session basis. Should you accrue a balance that is outstanding and are unwilling to pay it in a timely manner (within a one month period), you will be sent two warning letters (one month apart). If the balance remains unpaid, we will then notify a collection agency (by signing below you are giving permission for us to attempt to collect outstanding balances through collections).

4. Administrative tasks such as additional phone conversations with you or professionals/family members who you have authorized me to speak to on your behalf and/or any other tasks that you request beyond our scheduled therapy sessions will be billed at \$100/hour and prorated accordingly.

5. For those wishing to pay by credit card, we offer payment via a HIPAA compliant app called Ivy Pay. By signing up for the app, you authorize Denver DBT and Psychotherapy to use the application to charge therapy fees, to charge for appointments that are cancelled with less than 48-hour notice and/or to settle any outstanding balances accrued during treatment. You will receive immediate notification via text message about any Ivy Pay charges to your credit card. By signing below, you are agreeing to contact me if you have any concerns or questions regarding charges to your account or if the charge fails to post to your account. You are further agreeing to not dispute any charges with your credit card company until you have first attempted to rectify the situation directly with Denver DBT and Psychotherapy.

6. Denver DBT is a self-pay practice (we do not bill insurance for you); thus, you are voluntarily choosing to work with an out-of-network provider. This means that you will be responsible for payment of all fees and are intentionally receiving services from an out-of-network provider. Unless you arrange something else with us, we expect your fee for service at the time of service (fees for group are collected at the beginning of each month). You are welcome to submit receipts for reimbursement to your insurance provider. Reimbursement checks are generally sent by the insurance company directly to you. Please notify us if you are arranging something else with your insurance company. Beginning January 1, 2020, Colorado state law protects people with "CO-DOI" on their health insurance ID cards from "surprise billing," also known as "balance billing." 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. 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. 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.

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. 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.

There are additional protections with the passage of this bill, including: your insurer paying 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](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. Please contact your health insurance plan at the number on your health insurance ID card or the Colorado Division of Insurance with questions.

7. For both individual therapy and psychological assessment, we can not guarantee any insurance reimbursement. If you are planning to submit receipts to your insurance

company, we recommend that you call the company first to inquire about your deductible as well as what percentage (if any) your insurance will reimburse once your deductible is met. Please note that we are "out-of-network providers." For psychological assessment, we cannot guarantee any specific results or diagnoses from your testing. Additionally, we do not release the raw data from your assessment; this is standard practice with psychological assessment.

8. In a professional relationship such as ours, sexual intimacy is never appropriate. If sexual intimacy ever occurs, it should be reported to the State Grievance Board.

9. Any person who alleges that a mental health professional has violated the licensing laws related to the maintenance of records of a client eighteen years of age or older must file a complaint or other notice with the licensing board within seven years after the person discovered or reasonably should have discovered this. Pursuant to law, this practice will maintain records for a period of seven years commencing on the date of termination of services or on the date of last contact with the client, whichever is later.

10. Generally speaking, the information provided by and to the client during therapy sessions is legally confidential and cannot be released without the client's consent. This means that I cannot be forced to disclose the information without the client's consent.

There are, however, exceptions to the general rule of legal confidentiality. They are: if I suspect or have knowledge of the physical/sexual abuse of a child, if I believe we must take action to prevent harm to you or to others, if I must defend myself in a lawsuit, if collection proceedings are necessary, if required for insurance reimbursement, or if ordered by a court of law. You should be aware that, except in the case of information given to a licensed psychologist, legal confidentiality does not apply in a criminal or delinquency proceeding. There may be other exceptions that we will identify to you should a situation arise during treatment.

11. By signing below, you are authorizing your Denver DBT provider to release information during the course of your time in therapy to other members of our Denver DBT team. Specifically, this means that information can be shared with other team members in order to support your treatment and when processing billing. When consulting with other clinicians, we do not give identifying information. When consulting with Denver DBT's owner and clinical supervisor, Dr. Nikki Kraslin, as well as for billing purposes, Carrie Simpson, M.A., identifying information is generally used. If you have concerns about, would like any clarification and/or if there is any reason that this could be a conflict of interest, please notify me.

If you have questions or would like additional information, please feel free to ask.

**Emergency/Crisis Services:**

For all life-threatening emergencies, please call 911. We do not provide 24-hour emergency services but are generally able to get clients scheduled for an additional session should they have

an urgent matter that they prefer to address before their next appointment. Please speak with me about my availability and policy regarding crisis situations and crisis calls.

By signing, I acknowledge that I have read the preceding information and understand my rights as a client or as the client's responsible party:

Client or Parent/Guardian Signature

Typing your name above will stand in for the signature.

Date

Clinician Signature

Date

If signed by Responsible Party, please state relationship to client and authority to consent: