



# Denver DBT and Psychotherapy, Inc. Mandatory Disclosure Statement

**Sydney Kelly, Psy.D.**  
1660 S. Albion St, Suite #602  
Denver, CO 80222  
720-892-6611

*Welcome to Denver DBT and Psychotherapy, Inc. (hereafter referred to as Denver DBT). Please read this document carefully, as it contains important information about Denver DBT's professional services and business policies. If you have any questions or would like additional information, please let me know. When you sign this document, it will represent an agreement between us regarding professional services.*

***Please Note: All clients fifteen (15) years and older must sign this disclosure statement. A parent or legal guardian with authority to consent to mental health services for the minor child/ren must sign this disclosure on behalf of the minor child under the age of fifteen (15) years old. An exception to this is if a child age 12 or older is unable to obtain parental/guardian consent (they may consent to their own treatment per Colorado law).***

## **Therapy Services**

It can be difficult to describe therapy in general statements, as it varies based on the type of therapy you're engaging in, the personalities of the therapist and client, and the issues that you hope to address. Therapy is not like a medical doctor visit and instead calls for you to be an active participant in the process, both in sessions and between sessions.

Therapy can have benefits and risks. Therapy often involves discussing difficult topics and can bring up uncomfortable emotions such as sadness, anger, guilt, or hopelessness. However, therapy has the potential to be extremely beneficial, leading to improved relationships, reduced symptoms/feelings of "stuckness", greater ability to effectively problem-solve, and an increased sense of freedom, meaning and ease in your life. There is no guarantee that therapy will yield positive results, and sometimes you have to feel worse before you feel better. Every effort will be

made to provide you with a positive and healing experience, but every therapy experience is unique and varies among individuals.

If you ever have questions or concerns about our work in therapy, please feel free to discuss those with me. If we determine that you are not benefitting from therapy or need a different level of care, I will help you in finding appropriate referral resources.

### **Therapist Education, Licensure, and Training**

California School of Professional Psychology/Alliant International University, San Diego, CA:  
Doctor of Clinical Psychology, 2025, (Emphasis: International and Multicultural Psychology)

California School of Professional Psychology/Alliant International University, San Diego, CA:  
Master of Arts, Clinical Psychology, 2023

Stonehill College, Easton, MA: Bachelor of Arts in Psychology and Spanish, May 2017

Psychologist Candidate # PSYC.00016113

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

### **Regulation of Mental Health Professionals**

The practice of licensed/registered persons, psychologist candidates for licensure and unlicensed individuals practicing psychotherapy in the field of psychology is regulated by the Mental Health Licensing Section of the Division of Professions and Occupations. The Colorado State Board of Psychologist Examiners can be reached at 1560 Broadway, Suite 1340, Denver, CO 80202 or (303) 894-7766. The Colorado Division of Regulatory Agencies has the general responsibility of regulating these individuals.

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 11th 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.

If at any time you are dissatisfied with my services, I encourage you to discuss your concerns with me directly. If for any reason we are unable to resolve the situation to your satisfaction, you may file a complaint via the contact information listed above.

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

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

In a professional relationship such as ours, sexual intimacy is never appropriate. If sexual intimacy ever occurs, it should be reported to the State Board of Psychologist Examiners at (303) 894-2291, 1560 Broadway, Suite 1350, Denver, CO 80202.

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

### **Financial Agreement**

Our intake coordinator generally reviews the intake fee, session fee and session length before scheduling your first appointment. If these have not been discussed with you or if you have any questions about our fees/session lengths, please ask.

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.

Payment for services is collected on a per session basis. You will be expected to pay for each session at the time it is held unless we have agreed otherwise in advance. If your account has not been paid for more than thirty (30) days and payment arrangements have not been agreed upon, your account will be considered past due and Denver DBT has the option of using legal means to secure the payment. This may involve using a collection agency or filing a claim in small claims court. In collection situations, Denver DBT will make all efforts to release the minimum information necessary to proceed with collections or a claim, which will include the client's name, dates, times, and the nature of services, and the amount due. Before engaging a collection agency, Denver DBT will provide you with written notice of our intent to do so, sent to your last address in our records, and give you an opportunity to make payment arrangements.

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.

### **Medicaid**

**I am not a Medicaid provider. If you have Medicaid coverage that includes mental health services, I am not able to offer mental health services to you.**

### **Health Insurance & No Surprise Billing**

Denver DBT does not accept insurance for mental health services; I am not in network with any insurance providers. We are 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.

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 must 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 and 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, facility, agency or other situation, you may still be balance billed, or you may be responsible for the entire bill. If you intentionally receive non-emergency 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.

For both individual therapy and psychological assessment, we cannot 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 (unless indicated earlier in this disclosure) 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.

### **Cancellations and No Shows**

48-hour advanced notice is required for intake and/or individual therapy cancellations. If advanced notice is not provided, clients will be charged the full session fee 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.

### **Record-Keeping**

Your records will be kept for the time period required by law (C.R.S. § 12-245-226(1)(a)(II)(A)), but no less than 7 years. Records may not be retained after that period. Any complaint filed against a behavioral health professional alleging a maintenance-of-records violation must be commenced within 7 years after the alleged act (or failure to act) giving rise to the complaint. When the client is a child, the records must be maintained for a period of seven years commencing either upon the last day of treatment or when the child reaches 18 years of age, whichever comes later. After this time, records may be destroyed.

### **Legal Proceedings**

As a general rule, I do not get involved in legal proceedings, as this can have a negative impact on our therapeutic work together and is outside the scope of my role as a treating therapist. If you become involved in legal proceedings and compel me to participate through a subpoena or court order, I will charge my full professional hourly fee for services related to your legal matter. You will be responsible for paying for any professional time I spend on your legal matter, even if the request comes from another party. Professional time spent on your legal matter includes, but is not limited to: attorney fees that I may incur in preparing for or complying with the requested legal services; testimony related matters such as case research, report writing, travel, depositions, actual testimony, cross examination, and courtroom waiting time. Please note that (other than in extenuating circumstances) I will not provide evaluations or expert testimony in court. Such services should be provided by an outside provider in order to preserve our therapy relationship.

### **Confidentiality**

Generally speaking, information provided by and to a client in a professional relationship with a psychotherapist is legally confidential, and the therapist cannot disclose the information without the client's consent. There are exceptions to the general rule of legal confidentiality, some of which are listed in the Colorado Revised Statutes (C.R.S. § 12-245-220), as well as other exceptions in Colorado and Federal law, which the therapist will identify during therapy if such a situation arises. Examples of such exceptions include but are not limited to: (1) reporting any suspected incident of at-risk adult abuse/neglect (elders and adults with intellectual/developmental disabilities) and child abuse/neglect to law enforcement and to the person(s) threatened; (2) initiation of a mental health evaluation of a client who is imminently dangerous to self or to others, or who is gravely disabled, as a result of a mental disorder; (3) reporting any suspected threat to national security to federal officials; (4) reporting any threats against locations such as churches, schools, theatres, workplaces, etc. to law enforcement, and (5) disclosure of treatment information as required by Court Order.

Please be advised that there is no time limit on the mandatory reporting of child abuse. This means that even adult clients who experienced childhood abuse (no matter how long ago) might disclose in therapy past abuse incidents that still fall under the mandatory reporting requirements. The law requires that if there is reasonable cause to know or suspect that the perpetrator has subjected any other child currently under eighteen years of age to abuse or neglect or to circumstances or conditions that would likely result in abuse or neglect and/or is in any "position of trust" with children today then past abuse disclosed by an adult client is required to be reported. If you have questions or concerns about these requirements, please discuss further with me.

In situations such as those outlined above, I may be required to take protective actions, which may include notifying the potential victim, contacting the police, seeking hospitalization for the client, or other actions to limit harm to yourself or others. If such a situation arises during our work together, I will make every attempt to discuss it fully with you before taking necessary action.

In addition, I may disclose confidential information in the course of consultation with other professionals. I will make every effort to avoid revealing your identity in the course of such consultation, and any professional with whom I consult will be legally bound to keep the

information confidential. Signing this document gives me permission to consult as necessary. I may also reveal confidential information in the event of an investigation of a complaint or civil suit filed against me or if I am ordered to do so by a court of law. In addition, there may be other exceptions to confidentiality as provided by HIPAA regulations and other Federal and/or Colorado laws and regulations that may apply.

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 primary clinical supervisor (Nikki Kraslin, Psy.D), as well as for billing purposes (Carrie Simpson, M.A.), identifying information may be used. If you have concerns about this, would like any clarification, and/or if there is any reason that this could be a conflict of interest, please notify me.

If by chance, we see each other outside of the office (i.e., I happen to run into you in a public setting, such as a restaurant, grocery store, sporting event, etc.), please know that I will respect your confidentiality and refrain from acknowledging or communicating with you. Your right to privacy and confidentiality are of the utmost importance to me, and I do not wish to jeopardize your privacy. However, if you acknowledge me first, I will be more than happy to briefly speak with you but feel it appropriate not to engage in any lengthy discussions in public or outside of the therapy office.

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

### **Social Media Policy**

I do not accept personal Facebook, LinkedIn, Twitter, Instagram, or other "friend" or "follow" requests via any social media platform. Any such request will be denied in order to maintain professional boundaries. Should Denver DBT have a business social media account page, there is absolutely no requirement that you "like" or "follow" this page. If you should "like" or choose to "follow" Denver DBT's business social media page, you understand that others will see your name associated with "liking" or "following" that page. You also understand that this applies to any comments that you post on Denver DBT's page/wall. Any comments you post regarding therapeutic work between us will be deleted as soon as possible. You agree that you will refrain from discussing, commenting, and/or asking therapeutic questions via any social media platform, including online review sites, and you will instead discuss any concerns or questions with me directly.

If you have any questions regarding social media, review websites, or search engines in connection to our therapeutic relationship, please contact me to address those questions.

### **Emergency/Crisis Services**

I provide non-emergency therapeutic services by scheduled appointment only. If you are experiencing a true emergency, please call 911 or call Colorado's Crisis Hotline at (844) 493-8255

or the National Suicide Hotline at 988 or present to the nearest emergency room. Please speak with me about my availability and policy regarding crisis situations and crisis calls.

**Termination**

If you choose to discontinue therapy for more than sixty (60) days without communicating with me or Denver DBT, your therapy will be considered terminated. If you want to resume therapy after termination, please discuss this with me or reach out to our intake coordinator (Carrie Simpson, M.A.). The ability to resume treatment will depend on availability and will be at my discretion.

By signing below, I acknowledge that I have read and understand 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: