

**Brenda Diller dba
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Disclosure Statement

My degrees are from the University of Oklahoma:

Bachelor of Psychology 1993

Master of Human Relations 1994

Doctoral Studies at The Union Institute

Southwestern College of Christian Ministries (Seminary 2 years)

I am a Registered Psychotherapist in the state of Colorado and listed in the Colorado state database under number NLC0004829. I am authorized by law to practice psychotherapy in Colorado and I am not required to satisfy any standardized educational or testing requirements to obtain a license from the state.

My trainings, and/or credentials beyond my Bachelor and Master degrees are Certified Hypnotherapist, EMDR Level II Practitioner, MARI Mandala Art Therapy Practitioner, Certified Reiki Master, Crossroads School of Healing Level III Practitioner, Healing Touch Level III Practitioner, Theophostic Prayer Practitioner and various trainings and education in Substance and Behavioral Addictions, United Methodist Conference (Sex Addiction, Gambling, Work, etc.), ADD, Grief and Loss, Couples Therapy, and Dream Analysis. My Practicum experience was in Substance Abuse Rehabilitation and my Internship was in Community Mental Health.

The Colorado Department of Regulatory Agencies has the general responsibility of regulating the practice of licensed psychologists, licensed social workers, licensed professional counselors, licensed marriage and family therapists, licensed school psychologists practicing outside the school setting, and unlicensed, registered psychotherapists who practice psychotherapy. The agency within the Department that has responsibility specifically for licensed and unlicensed, registered psychotherapists is the Department of Regulatory Agencies, Mental Health Section, 1560 Broadway, Suite 1350, Denver, Colorado 80202. Phone 303-894-7766.

You are entitled to receive information from me about my methods of therapy, the techniques I use and the duration of your therapy if I can determine it. Please ask if you would like this information.

As you read this document please initial the bottom of each page indicating you've read and understand it.

Clients Rights and Important Information

It is important for you to understand what to expect from me and what I expect from you. This document serves that purpose. You can seek a second opinion from another therapist or terminate therapy at any time. In a professional relationship such as ours, sexual intimacy between a therapist and the client is never appropriate. If sexual intimacy occurs, it should be reported to the Department of Regulatory Agencies, Mental Health Section.

If the client is a child who is consenting to mental health services pursuant to section 27-65-103, C.R.S., disclosure shall be made to the child. If the client is a child whose parent or legal guardian is consenting to mental health services, disclosure shall be made to the parent or legal guardian.

In residential, institutional, or other settings where psychotherapy may be provided by multiple providers, disclosure shall be made by the primary therapist. The institution shall also provide a statement to the patient containing the information in paragraphs (c) and (d) of subsection (1) of this section and a statement that the patient is entitled to the information listed in paragraphs (a) and (b) of subsection (1) of this section concerning any psychotherapist in the employ of the institution who is providing psychotherapy services to the patient.

The disclosure of information required by subsection (1) of this section is not required when psychotherapy is being administered in any of the following circumstances:

- (a) In an emergency;
 - (b) Pursuant to a court order or involuntary procedures pursuant to sections 27-65-105 to 27-65-109, C.R. S.;
 - (c) The sole purpose of the professional relationship is for forensic evaluation;
 - (d) The client is in the physical custody of either the department of corrections or the department of human services and such department has developed an alternative program to provide similar information to such client and such program has been established through rule or regulation;
 - (e) The client is incapable of understanding such disclosure and has no guardian to whom disclosure can be made;
 - (f) By a social worker practicing in a hospital that is licensed or certified under section 25-1.5-103 (1) (a) (I) or (1) (a) (II), C.R.S.;
 - (g) By a person licensed or certified pursuant to this article, or by a registered psychotherapist practicing in a hospital that is licensed or certified under section 25-1.5-103 (1) (a) (I) or (1) (a) (II), C.R.S.
- (5) If the client has no written language or is unable to read, an oral explanation shall accompany the written copy.
- (6) Unless the client, parent, or guardian is unable to write, or refuses or objects, the client, parent, or guardian shall sign the disclosure form required by this section not later than the second visit with the psychotherapist.

Fees, Cancellation Policy & Financial Agreements:

My fees are \$180 per session of 1.5 Hrs, which covers most forms of therapy that I practice. The same rates apply to any consultations for your case. You may request longer or shorter sessions according to your needs. You can also purchase blocks of prepaid therapy time with payments by cash, credit card or check with some discounts applied. Please ask me for these rates in your Intake Session if you are interested.

For your convenience appointments are scheduled at www.AvelonBMcNae.com on 'My Appointment Calendar.' Payments are made securely via PayPal on my website with a debit or credit card.

You are responsible to handle all insurance matters with your insurance company. I am an out-of-network healthcare provider and I do not deal directly with any insurance companies. If you request, I can provide a statement of your sessions and charges for insurance reimbursement.

You will be charged \$30 for any returned check.

*When someone fails to show for an appointment or cancels without at least 48 hours notice I am not able to schedule another client into the time I reserved for you. **A 48 hour notice of cancellation by phone call only is required for all canceled or missed appointments, or you will be charged the full fee for your appointment. The only exception to this policy is hospitalization, due to a serious injury or illness. Your session credit will be given only with a 48 hour notice of cancellation by phone call. No cancellations will be made by email or text messages, as they may be unreliable and fail to arrive.** In inclement weather, or for any other reason, you may elect to have a phone session with me, rather than driving to my office for a scheduled appointment. Please give me a call in advance to inform me of your wish and I will call you at our appointed time.*

If for any reason you leave therapy with a balance due, you are entirely responsible for your debt to me. I will charge 10% monthly interest on any unpaid balance due. You agree to pay all collection and/or attorney fees associated with my efforts to collect any balance due should you default on this agreement.

Termination Or A Break From Therapy: The final phase of your therapy is a completion and closure session, which includes a review of your previous and current progress, a relapse prevention plan if appropriate, and guidance for action steps in the future, which help you to continue moving forward and not regress into old patterns that no longer serve you. At some point you will either take a break from therapy and/or terminate your therapy with me. When that time comes you agree to inform me of your choice to terminate or take a break, during one of our sessions. Keeping this part of our agreement is crucial to your success in transformation and the integrity of our work together.

Client Confidentiality:

Generally, the information provided by and to a client during therapy sessions is legally confidential if the therapist is a licensed marriage and family therapist, a licensed social worker, a licensed professional counselor, a licensed psychologist, or an unlicensed psychotherapist. If the information is legally privileged and confidential the therapist cannot be forced to disclose the information without the client’s consent including in any court of competent jurisdiction in the State of Colorado without the consent of the person to whom the testimony sought relates.

There are exceptions to the general rule of legal confidentiality. These exceptions are listed in the Colorado statutes (C.R.S. 12-43-218). You should be aware that provisions concerning disclosure of confidential communications shall not apply to any delinquency or criminal proceedings, except as provided.

Disclosures can be made to any individual or organization you choose to have your healthcare information. Any exceptions should be noted by you on the authorization form along with the termination date for the authorization to release this information. The contents of all scheduled therapy sessions are confidential. Verbal information and written records about a client cannot be shared with another party without the written consent of the client or the client’s legal guardian to disclose our scheduled therapy sessions with another person, health care provider, insurance provider or other entity. Noted exceptions are as follows:

Duty to Warn and Protect

When a client discloses intentions or a plan to harm another person, the mental health professional is required to warn the intended victim and report this information to legal authorities. In cases in which the client discloses or implies a plan for suicide, the health care professional is required to notify legal authorities and make reasonable attempts to notify the family of the client.

Abuse of Children and Vulnerable Adults

If a client states or suggests that he or she is abusing a child (or vulnerable adult) or has recently abused a child (or vulnerable adult), or a child (or vulnerable adult) is in danger of abuse, the mental health professional is required to report this information to the appropriate social service and/or legal authorities.

Prenatal Exposure to Controlled Substances

Mental Health care professionals are required to report admitted prenatal exposure to controlled substances that are potentially harmful.

Minors/Guardianship

Parents or legal guardians of non-emancipated minor clients may possibly have the right to access the clients’ records contingent upon certain state laws. For more information see:

<http://www.hhs.gov/hipaafaq/personal/227.html>.

Insurance Providers (when applicable)

Insurance companies and other third-party payers are given information that they request regarding services to clients. Information that may be requested includes, but is not limited to types of services, dates/times of service, payments, diagnosis, treatment, treatment plan, description of impairment, progress of therapy, case notes, and summaries.

Psychotherapy Notes:

I must obtain your written authorization to use or disclose psychotherapy notes except for the following situations:

The psychotherapist who originated the notes may use them for the client's treatment, for his / her own training, as legal defense in proceedings brought by the client, for HHS to investigate or determine the covered entity's compliance with the Privacy Rules, to avert a serious and imminent threat to public health or safety, to a health oversight agency for lawful oversight of the originator of the psychotherapy notes, for the lawful activities of a coroner or medical examiner as required by law.

My Responsibilities:

I reserve the right to change the terms of this Notice and my privacy practices at any time as permitted by law. If my information practices change, a revised notice will be posted and available in my office and upon request, you may either read or receive a copy of it. I maintain a website that provides information about client services, and any changes will be also be posted at www.AvelonBMcNae.com. Your healthcare information will not be disclosed without your written authorization, as described in this notice. Except as indicated above, you may revoke your authorization in writing at any time.

Regarding Public Contact: Should I see you in public, I will not acknowledge you first in order to protect your privacy. You are welcome to speak to me though if you wish.

Individual and/or Couple's Therapy

Both individual and couples therapy always begins with an assessment of your current life, medical and relationship history. With couple's therapy, there will be likely also be individual therapy for each partner in the relationship for both partners to work through their individual issues particularly as they affect the relationship. These sessions will be scheduled at various times as the need arises and as your financial situation allows.

All information discussed in your couples or individual therapy will be for therapeutic purposes only for the benefit of healing and transformation. You agree the discussions in your therapy will not be used in any legal or court proceedings involving you and your partner and further agree you will not subpoena me for my testimony either for you or against your spouse or partner, or to provide any session or treatment records in any current or future litigation matter. Couples therapy and/or individual therapy always involves experiencing growth pains for you and your partner or spouse as you work on your goals for healing and transformation of yourself and the relationship. Both of you are responsible for reasonably evaluating the ways these changes will affect you personally and your relationship or marriage as you go through your therapy with me. You may ask me questions regarding my opinion in these matters.

As I see either partner or spouse of the couple for individual sessions as part of couple treatment, secrets disclosed in those sessions will not be shared with the other partner by me, but I will encourage the sharing of those secrets by each partner in the relationship or marriage to bring healing and transformation to it and the individuals in it. Ultimately, when true healing occurs in a marriage or relationship there are no secrets remaining.

If your marriage or relationship ends and either or both of you desire to continue working in therapy with me with individual counseling, please discuss this with me. I may agree to your request or I may possibly refer either or both marital or relationship partners to another therapist either locally or elsewhere if I determine it would be a better fit for you after the ending of your relationship or marriage.

Divorce & Custody Litigation

If you are currently involved in or should you become involved in a divorce or custody litigation, you agree that my role as your therapist will not include making recommendations or reports to the court or any other appointed professional concerning your custody or parenting issues in any litigation. You agree to refrain from any legal action such as a subpoena for me to testify in court for you or against your spouse, or for disclosure of your therapy sessions and treatment information in any and all such litigation. If needed, the court involved in your case will appoint other neutral professionals for evaluation purposes who have not known you, your partner, or your children previously to make recommendations to the court as it sees fit in your particular case.

Please list your contact information including a phone number and email below where I may safely leave confidential messages for you.

I have read and understand the above disclosures. I agree to the above limits of confidentiality and understand their meanings and ramifications. I have read the preceding information and understand my rights as a client and agree to the terms of service herein. I give my permission to be contacted at the following address, phone numbers and email addresses.

Client Signature _____ Date _____

Parent or Guardian _____ Date _____
if client is under age 18 (According to C.R.S. 13-90-107)

Residence or P.O. Box _____

City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____ Email _____

Emergency Contact Person _____ Phone _____

Brenda Diller dba _____
Avelon B McNae, MHR, CHT, HTP _____ Date _____
If you have questions, complaints or want to request more information contact these offices:

Brenda Diller dba
Avelon B McNae, MHR, CHT, HTP
150 E 9th Street, Suite 202
Durango, Colorado 81301
Office: 970-422-6102
Secure Fax: 970-422-7096
BrendaDiller@hipaamail.us

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DHHS (Office of Civil Rights)
200 Independence Ave. S.W.
Room 509 F HHH Bldg.
Washington, D.C. 20201
Tel: 202-619-0257
Toll Free: 877-696-6775