



Kat Dison Nechlebova, M.A.  
Art Therapy & Counseling

## INFORMED CONSENT

I realize that starting counseling is a major decision and you may have many questions. This document is intended to inform you of my credentials, policies, State and Federal Laws, and your rights. I have a Master's Degree in counseling and art therapy, am listed in the State of Colorado as a Registered Psychotherapist, and am a practicing member of both Kansas Art Therapy Association, Missouri Art Therapy Association, and the Colorado Association of Psychotherapists. My work is largely informed by my understanding of interpersonal neurobiology, and I use an integrative approach that synthesizes techniques from art therapy and transpersonal and cognitive behavioral modalities to meet the individual needs of each client in a safe and supportive environment.

- **Psychotherapy** is a collaborative process used to work on areas of dissatisfaction in your life and assist you with life goals. For psychotherapy to be most effective, it is important that you take an active role in this process.
- **Art Therapy** is a specialized form of psychopathology that uses the creative process of art-making to address psychological and emotional needs. By drawing, painting, using symbols, creating images, and manipulating a variety of materials, an adult or child can communicate, process, and resolve internal conflicts. Similar to Psychotherapy, Art therapy may bring up uncomfortable or upsetting thoughts, feelings, and emotions. As unconscious and non-verbal material is given a voice and subsequently processed in therapy, there is the potential that clients may feel worse before feeling better. I will be available to discuss any potential negative effects caused by art-making through our work together.
- **Online Therapy** is conducted using interactive audio and/or video and/or email communication mediums. It is my expectation that you will benefit from online therapy as all or part of your psychotherapy, but there is no guarantee. It is important to realize that online therapy is intended to provide quality information and practical answers to psychological issues and present problems. This service is not intended to provide in-depth psychotherapy, as this particular venue is not entirely suited for such purposes. If I determine that in-person, face-to-face sessions are more appropriate for a client, I will offer an appointment or provide (a) referral(s).

- **Risks:** In Psychotherapy or Art Therapy, major life decisions are sometimes made including decisions involving family separation, unanticipated development of relationships, changing of employment, and changing lifestyles. Clients are urged to consider the risks that major psychological transformation may have on current relationships, and their possible need for psychiatric consultation during periods of extreme depression or agitation. Not all people experience improvement from psychotherapy, and therapy can and may be painful at times. Alternate forms of treatment may be beneficial in addition to, or in lieu of, traditional therapy. I will be available to discuss your options, assumptions, and any possible negative side effects in our work together.
  
- **Confidentiality:** Your verbal communication and clinical records are strictly confidential except for: a) information (diagnosis and dates of service) shared with your insurance company to process your claims; b) specific information you have signed a release for me to share; c) information that you are in danger of harming yourself or others; d) information you and/or your child report about physical or sexual abuse, neglect or abandonment, in which case Colorado State Law mandates that I report this to Colorado Children Youth, and Families Department; e) information necessary for case consultation or clinical peer supervision; and f) when required by law.
  
- **Liability and Arbitration** – For the purposes of this **Liability and Arbitration** section and subsection(s), you and your estate will be referred to as “the patient”; I, Kat Dison Nechlebova, will be referred to as the “physician”. The patient understands that, by signing this agreement and using counseling and/or therapeutic services via electronic means (including but not limited to: telephone, skype, emails, texts, SMS messaging, etc.), the patient is knowingly, voluntarily, consciously, and deliberately engaging in teletherapy with a Colorado Registered Psychotherapist physician located within the State of Colorado, USA rather than the patient’s own State or Country of residence. As such, the patient agrees to the jurisdiction of the State of Colorado, USA with respect to any legal or regulatory complaints, petitions, suits, or equivalent. Further pursuant to the Colorado Revised Statutes, § 13-64-403, the patient is advised of the following:
  - It is understood that any claim of medical malpractice, including any claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered or omitted, will be determined by submission to binding arbitration in accordance with the provisions of part 2 of article 22 of title 13 of the Colorado Revised Statutes, and not by a lawsuit or resort to court process except as Colorado law provides for judicial review of arbitration proceedings. The patient has the right to seek legal counsel concerning this agreement, and has the right to rescind this agreement by written notice to the physician within ninety days after the agreement has been signed and executed by both parties unless said agreement was signed in contemplation of the patient being hospitalized, in which case the agreement may be rescinded by written notice to me within ninety days after release or discharge from the hospital or other health care institution. Both parties to this

agreement, by entering into it, have agreed to the use of binding arbitration in lieu of having any such dispute decided in a court of law before a jury.

- Physician and patient agree that any and all claims, controversies, breaches or disputes arising from or related to this agreement, including those pertaining to the formation, construction, performance, applicability, interpretation, or enforceability of this agreement, or any claim or assertion that all or part of this agreement is void or voidable, shall be settled by binding arbitration according to the procedures provided by a Colorado arbitration and mediation company or firm. The Federal Arbitration Act shall govern the interpretation, enforcement and proceedings pursuant to the arbitration clause in this agreement. The arbitrator may consider the testimony and evidence presented by the parties through any or all of the following types of hearings: documentary hearing, teleconference hearing, or through a standard scheduled hearing physically-attended by the parties and legal counsel if any. Patient agrees to bear the responsibility for the full costs of arbitration, including arbitration fees throughout the arbitration process, unless the patient is the prevailing party. Further, Patient agrees to any attorney's fee incurred by physician in the event that physician is the prevailing party. Any standard arbitration hearing that requires the physician and/or patient physical presence shall be held in Denver, Colorado, United State of America. Physician and patient also agree that any award tendered by the arbitrator may be entered as a judgment in the United States court in and for the district within which such award was made and enforceable as an order of said court and the physician and patient hereby submit to the venue and jurisdiction of that court for purposes of enforcement of any arbitration award.
- **Social Networking:** I do not generally accept friend requests from current or former clients on social networking sites, such as Facebook. However, requests are considered on a case-by-case basis and only after discussing possible impacts to your therapeutic process, confidentiality, and privacy. Regardless, I reserve the final say in these matters.
- **Internet Searches:** While my present and potential clients might conduct online searches about my practice and/or me, I do not search my clients on Google or other search engines unless there is a clinical need to do so. If clients ask me to conduct such a search or review of their web sites or profiles and I determine that it might be helpful, I will consider it.
- **Electronic Communications:** It is understood that when communicating by internet or other electronic means, disruptions in service or other technical difficulties will likely occur from time to time. Should a disruption occur at a time of crisis, the patient agrees to immediately phone me at 816-812-9747. I cannot ensure the confidentiality of any form of communication through electronic media, including text messages, and by using this form of communication, you acknowledge and accept the risk to your privacy and relieve me of any liability should a breach occur. You are also advised that any email sent to me via a computer in a work-place environment is legally accessible by an employer. If you prefer to communicate via email for issues regarding scheduling or cancellations, I will do so. While I try to return messages in a

timely manner, I cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content in case of emergencies.

- **Records:** I am ethically and legally obligated to maintain records of each time we meet, talk on the phone, or correspond via electronic communication such as email or text messaging. These records include a brief synopsis of the conversation along with any observations or plans for the next meeting. A judge can subpoena your records for a variety of reasons, and if this happens, I must comply.
- **Consultation:** Information about you or your artwork may be discussed in confidence, without revealing your identity, with other qualified professionals so that I can provide you with the best possible service. By engaging in my services, you agree to have your artwork photographed and for pertinent case notes to be kept by Kat Dison Nechlebova for publication and/or research purposes. You understand that your name and any identifying information **will not** be used and that details of your circumstances may be changed to conceal my identity. You understand that it is entirely your choice as to whether or not you consent to allowing your artwork to be used for publication and/or research purposes and that there will be no consequences associated with consenting or not consenting to this use of my artwork.
- **Independent Practice:** Individual therapy sessions are scheduled for 55 minute segments. The fee is due at the beginning of each session. Payment will be made via PayPal, check, or cash prior to your appointment. If you do not show up for your session after payment, there are no refunds. *I am aware of and agree to the fee schedule (initial)\_\_\_\_\_.*
- **Cancelations & Missed Appointments:** If you find it necessary to cancel an appointment, please contact me at [knechleba@gmail.com](mailto:knechleba@gmail.com) at least 24-hours in advance. **Cancelations with less than 24-hour's notice or clients that are over 15 minutes late to scheduled therapy appointment will still incur the full cost of the appointment.** I will email reminders for upcoming appointments upon request.
- **Emergencies:** If an emergency situation for which you feel immediate attention is necessary, please contact emergency services (911) immediately or go to the hospital emergency room. I will follow-up with standard counseling at our next appointment.
- **Termination of Treatment:** Clients often seek counseling in times of crisis and then stop abruptly when they experience some relief. The real work in counseling is not done during crisis intervention - during that time, the main focus is on stabilization. Most termination work is done over the course of a few sessions. Clients have the right to refuse or discontinue services at any time, but are recommended to participate in planned termination.

By signing this form:

I have read, understood, and consented to the above conditions of services stated. I have also received the HIPPA Notice of Privacy Practices, and have had the opportunity to ask questions about these policies.

\_\_\_\_\_  
*Signature of Client*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Parent/Legal Guardian (if applicable)*

\_\_\_\_\_  
*Date*

NOTE: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL BINDING ARBITRATION RATHER THAN BY A JURY OR COURT TRIAL. YOU HAVE THE RIGHT TO SEEK LEGAL COUNSEL AND YOU HAVE THE RIGHT TO RESCIND THIS AGREEMENT WITHIN NINETY DAYS FROM THE DATE OF SIGNATURE BY BOTH PARTIES UNLESS THE AGREEMENT WAS SIGNED IN CONTEMPLATION OF HOSPITALIZATION IN WHICH CASE YOU HAVE NINETY DAYS AFTER DISCHARGE OR RELEASE FROM THE HOSPITAL TO RESCIND THE AGREEMENT. NO HEALTH CARE PROVIDER SHALL WITHHOLD THE PROVISION OF EMERGENCY MEDICAL SERVICES TO ANY PERSON BECAUSE OF THAT PERSON'S FAILURE OR REFUSAL TO SIGN AN AGREEMENT CONTAINING A PROVISION FOR BINDING ARBITRATION OF ANY DISPUTE ARISING AS TO PROFESSIONAL NEGLIGENCE OF THE PROVIDER. NO HEALTH CARE PROVIDER SHALL REFUSE TO PROVIDE MEDICAL CARE SERVICES TO ANY PATIENT SOLELY BECAUSE SUCH PATIENT REFUSED TO SIGN SUCH AN AGREEMENT OR EXERCISED THE NINETY-DAY RIGHT OF RESCISSION.