



**Kat Dison Nechlebová, M.A., NLC, ATR**  
Art Therapy & Integrative Counseling  
#NLC.01006190 ATR #22-287

## **Informed Consent**

Art Therapy and Integrative Counseling, LLC (hereafter referred to as the "ATIC"), its agents, affiliates, employees, practitioners, professionals, and/or owners realize that starting integrative counseling, psychotherapy, coaching, and/or art therapy is a major decision, and you (referred hereafter to as the "Client") may have many questions. This document is intended to inform clients of ATIC's credentials, policies, State and Federal Laws, and your rights. The purpose of this document is to serve as an informed consent agreement for the engagement of ATIC's services. Please read this document carefully. ***Do not sign this Agreement if you did not read it, do not agree, or do not understand its terms.***

## **ATIC Staff**

**Kat Nechlebova ("Nechleba"), M.A.**, is the owner and founder of Art Therapy and Integrative Counseling, LLC. Kat possesses two master's degrees: one in General Counseling, and one in Art Therapy from Southwestern College & New Earth Institute (2014), where she graduated with honors (Magna Cum Laude). She possesses a B.F.A. in Sculpture with a minor in Fibers from the Kansas City Art Institute (2007), where she also graduated with honors. Kat is a professional member of the American Art Therapy Association, Kansas Art Therapy Association, Missouri Art Therapy Association, American Counseling Association, American Psychological Association, Association for Creativity in Counseling, Colorado Association of Psychotherapists, National Association of Professional Women, Czech and Slovak club in Kansas City, BAAM (Build Art And Make), and is a standing board member of Wickerson Foundry LLC. Kat maintained a Colorado-based private psychotherapy practice for over half a decade, beginning in 2015.<sup>1</sup> Her practice also embraced multiple modalities, including art therapy, general and integrative counseling, and Jungian psychology. In 2022, informed by her years of experience and education integrating techniques from both

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<sup>1</sup> Colorado Department of Regulatory Agencies License No. NLC.0106109.

art therapy and transpersonal and cognitive behavioral modalities, she formed Art Therapy and Integrative Counseling, LLC.

## **Services Offered by ATIC**

**Psychotherapy** focuses on identifying, diagnosing, and treating mental health issues within a professional relationship designed to help clients alleviate symptoms, understand motivations, and change behaviors that may interfere with effective emotional, social, or intellectual functioning. For legal reasons, ATIC only offers in-person psychotherapy services in the State of Colorado.<sup>2</sup>

**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.<sup>3</sup>

**Integrative Counseling** is a form of personalized consulting or coaching, focusing on predetermined goals and motivations established Client prior to engaging ATIC's services, and utilizes personal strategic planning, mindfulness, communication skills, brainstorming, and clarifying values to reach these goals.

**Online Services** are conducted using interactive audio and/or video and/or email communication mediums. ATIC expects that you will benefit from Online Services as all or part of (depending on the agreed upon approach) your session(s), but there is no guarantee. It is important to realize that these Online Services are intended to provide quality information and practical answers to present problems. If it's determined that in-person, face- to-face sessions are more appropriate for a client, ATIC will offer an appointment (if applicable law and regulation permit) or otherwise provide (a) referral(s).

Although Art Therapy, Integrative Counseling, and Psychotherapy rely on basic knowledge of human behavior, motivation, behavioral change, and interactive counseling techniques, each service has very different purposes, goals, areas of focus, emphasis, and levels of professional responsibility. In accordance with Colorado state law, ATIC does not provide services across state lines. In accordance with Missouri state law, ATIC does not provide psychotherapy services within the State. If you reside outside the state of Colorado and are receiving services from ATIC, you will receive either art therapy or integrative counseling services from ATIC, *not* psychotherapy services. In no event will in-person psychotherapy services be

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<sup>2</sup> Please also be aware that ATIC's psychotherapy online services are conducted in Colorado as well via its local offices (Colorado Secretary of State Entity ID # 20221264371) and the terms of this service are detailed in this Informed Consent document's *Liability and Arbitration* section.

<sup>3</sup> Currently (as of 2022), the practice of art therapy is not subject to state regulation in Missouri.

offered or rendered anywhere other than Colorado. Please see the "Liability and Arbitration" section for further details.

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

The Colorado Department of Regulatory Agencies ("DORA"), Division of Professions and Occupations ("DOPO") has the general responsibility of regulating the practice of registered individuals who practice psychotherapy for Colorado-based clients. The agency within DORA that has specific responsibility is the Mental Health Section, which is located at 1560 Broadway, Suite #1350, Denver, CO 80202. The agency can be reached at (303) 894-7800 or [DORA\\_MentalHealthBoard@state.co.us](mailto:DORA_MentalHealthBoard@state.co.us).

The State Board of Unlicensed Psychotherapists can be reached at the address listed above.

The Missouri Division of Professional Registration (MODPR) has the general responsibility of regulating the practice of psychologists, marriage and family therapists, behavioral analysts, and professional counselors. While each profession has its own state committee, they all share the same location: 3605 Missouri Boulevard, P.O. Box 1335, Jefferson City, MO 65102-1335.<sup>4</sup>

While many States have various levels of regulation that pertain to the practice of art therapy, Missouri and Kansas are [not currently among them](#). Additionally, Integrative Counsel as defined within this Informed Consent agreement is similarly not regulated in Missouri and Kansas.

### **Fees & Payment**

Individual 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. There are no refunds for Client's failure to show up for a scheduled session after payment.

I (client) am aware of and agree to the fee schedule (initial)\_\_\_\_\_.

### **Cancelations & Missed Appointments**

If Client must cancel an appointment, please contact ATIC at [info@KatNechlebova.com](mailto:info@KatNechlebova.com) at least 24-hours in advance. **Cancelations with less than 24-hour's notice or Client(s) that are over 15 minutes late to scheduled therapy appointment will still incur the full cost of the appointment.** ATIC will email reminders for upcoming appointments upon request.

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<sup>4</sup> Committee of Psychologists (573.751.0099) [scop@pr.mo.gov](mailto:scop@pr.mo.gov); Committee for Professional Counselors (573.751.0018) [profcounselor@pr.mo.gov](mailto:profcounselor@pr.mo.gov); Behavior Analyst Advisory Board (573.526.5804) [ba@pr.mo.gov](mailto:ba@pr.mo.gov); Committee of Marital & Family Therapists (573.751.0870) [maritalfam@pr.mo.gov](mailto:maritalfam@pr.mo.gov).

## **Emergencies**

If there is an emergency that requires immediate attention, please contact emergency services (911) or go to the hospital emergency room. ATIC will follow-up with standard counseling at the next appointment.

## **Court Policy**

Please be advised that ATIC staff, agents, owners, affiliates, etc. do not participate in person, by phone, or in writing in any court-related matter that the client may be a party to or become a party to in any way. ATIC does not write letters regarding their client's treatment to any entity, including the court. At no time will ATIC offer an opinion or recommendation in any court matter, especially as it relates to custody. If a court order is served and is requesting that an ATIC practitioner be present in person, and/or there is a request for records, the client's consent will be requested before turning over confidential information. When obtaining this consent, the client will be told exactly what has been requested by the court, and there is no guarantee that the information will be kept confidential. This includes a client's mental health history, current status, and inclusive records; it may not be in the best interest of the client. Any actual or perceived therapist-client relationship does not make ATIC or its practitioners, staff, agents, owners, affiliates, etc. an advocate. ATIC will withhold any opportunity to engage in a dual relationship with the client. If called to testify in a deposition or court hearing, the client may not discern between information and records provided. All information and records are available for discovery. This may not be in the best interests of the client. ATIC reserves the right to discuss the implications of releasing information and records.

## **Court Fees**

Please be advised that should ATIC or one of its owners, agents, affiliates, or employees be subpoenaed or otherwise court-ordered to appear in court or at a deposition, the fee stipulation shall be as follows: \$2,000 per day plus \$200 per hour for travel to and from the court, and \$800 per hour for preparation. Should an ATIC owner, agent, affiliate, or employee be ordered by the court to draft documents to or for the court, the time shall be billed at \$200 per hour. NO ATIC owners, agents, affiliates, or employees therapists and practitioners will be ON-CALL at any time. Should a case be tried or continued, ATIC will be paid in full for each day as well as an additional \$1,000 per day, as a result of lost opportunity costs.

## **Subpoenas**

Client must coordinate with ATIC to ensure that a subpoenaed individual is available for the date and time of the deposition or court hearing. ATIC will only accept a subpoena via electronic correspondence if agreed to, in writing. Be aware that any subpoena in which the client provides to an ATIC staff, agents, owners, affiliates, etc. as a potential witness shall be billed, in full, for all court-related activity. All court fees

must be received by cashier's check seven days before the court date. Should the court calendar the hearing for another date, subpoenaed individual(s) must be re-issued a new subpoena with the new court hearing date. Should the subpoenaed individual be on vacation, the party initiating the court order must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. By signing and dating below, you understand and agree to the above-stated court policy and stipulation, including but not limited to the fee structure for all related court matters.

## **ADDITIONAL CLIENT INFORMATION**

### **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 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 State Law mandates it be reported to the appropriate local child care and/or social services government agency; e) information necessary for case consultation or clinical peer supervision; and f) when required by law.

### **Confidentially and Consent to Use, Display, and/or Photograph Art Therapy Work Products**

If you choose to participate in Art Therapy with ATIC, you give your permission for the artwork to be occasionally photographed for documentation and organizational purposes only. Any artwork shared during sessions is confidential as well. You are welcome to leave the artwork in our office, and we will provide safe and private storage for it. The artwork is your property, however, and you are free to take it home with you as well. You also permit the artwork created in a professional setting to be displayed for the purpose of supervision, research, or education about the therapeutic use of Art Therapy. It is your understanding that your name will not be revealed in any presentation or display of artwork. All demographic and personal information will be kept confidential or changed to maintain anonymity.

### **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, Client agrees to immediately telephone ATIC at 1-816-812-9747. ATIC cannot guarantee the confidentiality of any form of communication through electronic media, including text messages, and by using this form of communication, Client acknowledges and accepts the risk to privacy and relieves ATIC, its agents, affiliates, employees, practitioners, professionals, heirs,

assignees, and/or owners of any liability, should a breach occur. Client is also advised that any email sent to via a computer in a workplace environment is legally accessible by an employer. If Client prefers to communicate via email for issues regarding scheduling or cancellations, ATIC will do so. While ATIC will try to return messages in a timely manner, ATIC cannot guarantee immediate response and requests that Client not use these methods of communication to discuss the content of services or services rendered, in case of emergencies.

### **Public Places and Community Gatherings**

Conversations with ATIC are confidential, as is the fact that Client is working with ATIC. If ATIC, its agents, affiliates, employees, practitioners, professionals, and/or owners, sees Client in public, ATIC will protect Client's privacy by not acknowledging any relationship to Client. Client is welcome to approach ATIC its agents, affiliates, employees, practitioners, professionals, and/or owners, though ATIC will take cues from Client to maintain confidentiality as best as possible.

### **Social Networking**

ATIC and its agents, affiliates, employees, practitioners, professionals, and/or owners do not generally accept personal 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 a client's therapeutic process, confidentiality, and privacy. Regardless, our agents, affiliates, employees, practitioners, professionals, and/or owners personally reserve the final say in these matters. While present and potential clients might conduct online searches about ATIC and/or its agents, affiliates, employees, practitioners, professionals, and/or owners, ATIC does not search clients on Google or other search engines unless there is a need to do so. If Client requests a search or review of their website(s) or profile(s), and ATIC determines it to be potentially helpful, ATIC will consider it.

### **Records**

ATIC is ethically obligated to maintain records of each meeting, telephone conversation, or electronically correspond via 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, ATIC must comply.

### **Risk**

Major life decisions are sometimes made by clients, including decisions involving family separation, unanticipated development of relationships, changing of employment, and changing lifestyles. Clients are urged to consider the risks that major perceptive 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 ATIC's services, and at times, the services that ATIC provides can and may be painful to a Client's soul. Alternate

forms of treatment may be beneficial in addition to, or in lieu of, traditional therapy. ATIC is available to discuss your options, assumptions, and any possible negative side effects in our work together.

### **Liability and Arbitration**

Client understands that, by signing this agreement and using ATIC's Online Services (as defined in "Services Offered by ATIC" and includes but is not limited to: telephone, skype, emails, texts, SMS messaging, etc.), **Client is knowingly, voluntarily, consciously, and deliberately engaging with ATIC's Colorado offices, specifically for unlicensed psychotherapy services under DORA License No. NLC.0106109, and consents, agrees, and explicitly represents that client resides in the State of Colorado.** Client releases ATIC, its agents, affiliates, employees, practitioners, professionals, owners, assignees, or heirs from any and all claims for injury, loss, damages, actions and causes of action, claims and demands whatsoever, whether known or unknown and whether or not founded in fact or in law, and of and from any and all manner of suits, liabilities, losses, covenants, controversies, agreements, promises, damages, judgments, claims and demands whatsoever in law or in equity arising from any false representation of residency made by client.

I (Client) am aware of and agree to the representations made above  
(initial)\_\_\_\_\_.

Additionally, Client agrees to the jurisdiction of the State of Colorado, USA with respect to any legal or regulatory complaints, petitions, suits, or equivalents. Further pursuant to the Colorado Revised Statutes, § 13-64-403, the client 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. Client has the right to seek legal counsel concerning this agreement, and has the right to rescind this agreement by written notice to the practitioner within ninety days after the agreement has been signed and executed by both parties, unless said agreement was signed in contemplation of client 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.

- ATIC and Client 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. Client agrees to bear the responsibility for the full costs of arbitration, including arbitration fees throughout the arbitration process, unless Client is the prevailing party. Further, Client agrees to any attorney's fee incurred by ATIC in the event that ATIC is the prevailing party. Any standard arbitration hearing that requires ATIC (or its agents, affiliates, employees, practitioners, professionals, and/or owners) and/or Client physical presence shall be held in Denver, Colorado, United State of America. ATIC and Client 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 ATIC and Client hereby submit to the venue and jurisdiction of that court for purposes of enforcement of any arbitration award.

### **Severability**

If one or more provisions of this Informed Consent agreement (or the application thereof) is determined invalid, illegal or unenforceable in any respect in any jurisdiction, the same shall not invalidate or render illegal or unenforceable such provision (or its application) in any other jurisdiction or any other provision of this Informed Consent agreement (or its application).

### **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.

### **Electronic Signature Consent**



By checking here, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address to contact you regarding any changes, if necessary.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. MO Rev Stat § 435.460 (2021).**

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Kat Dison Nechlebova, M.A., NLC, ATR - Owner, ATIC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Guardian (for minors)

\_\_\_\_\_  
Date

Printed Name:

Date of Birth:

Email Address:

Phone Number:

Emergency Contact Name:

Emergency Contact Phone:

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 CLIENT SOLELY BECAUSE SUCH PATIENT REFUSED TO SIGN SUCH AN AGREEMENT OR EXERCISED THE NINETY-DAY RIGHT OF RESCISSION.