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## Information for Clients/Informed Consent

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Welcome to my practice. I appreciate your giving me the opportunity to be of help to you.

This form answers some questions clients often ask about my therapy practice. It is important to me that you know how we will work together. I believe our work will be most helpful to you when you have a clear idea of what I am trying to do. You are entitled to know about the office policies, my therapeutic style, my training, and your rights as a patient, and/or as parent/guardian of a client. After you read this form we can discuss, in person, how these issues apply to your own situation.

### **About Psychotherapy**

Because you will be putting a good deal of time, money, and energy into therapy, you should choose a therapist carefully. I strongly believe you should feel comfortable with the therapist you choose, and hopeful about the therapy. When you feel this way, therapy is more likely to be very helpful to you. Let me describe how I see therapy. I use a variety of therapeutic styles and theories. Among these are experiential, client centered, cognitive behavioral, and body centered theories and techniques. As a Christian, I can also provide a Biblical prospective to your concerns. Issues that are addressed within this setting are the mind/body/spirit relationship, anxiety disorders, depression, relationship difficulties, weight control concerns, child/family issues and stress reduction.

Counseling is not like visiting a medical doctor. It requires your very active involvement. It requires your best efforts to change thoughts, feelings, and behaviors. For example, if I don't ask, I want you to tell me about important experiences, what they mean to you, and what strong feelings are involved. This is one of the ways you are an active partner in therapy.

I expect us to plan our work together. In our treatment plan we will list the areas to work on, our goals, the methods we will use, the time and money commitments we will make, and some other things. I expect us to agree on a plan that we will both work hard to follow. From time to time, we will look together at our progress and goals. If we think we need to, we can then change the treatment plan, its goals, and its methods.

An important part of your therapy will be practicing new skills that you will learn in our sessions. I will ask you to practice outside our meetings, and we will work together to set up homework assignments for you. I might ask you to do exercises, to keep records, and perhaps to do other tasks to deepen your learning. You will probably have to work on relationships in your life and make long-term efforts to get the best results. These are important parts of personal change. Change will sometimes be easy and quick, but more often it will be slow and frustrating, and you will need to keep trying. There are no instant, painless cures and no "magic pills." However, you *can* learn new ways of looking at your problems that will be very helpful for changing your feelings and reactions.

Most of my clients see me once a week for several weeks and then every other week for 3 to 4 months. After that, we meet less often for several more months. Therapy then usually comes to an end. The process of ending therapy, called "termination," can be a very valuable part of our work. Stopping therapy should not be done casually, although either of us may decide to end it if we believe it is in your best interest. If you wish to stop therapy at any time, I ask that you agree now to meet then for at least one session to review our work together. We will review our goals, the work we have done, any future work that needs to be done, and our choices. If you would like to take a "vacation" from therapy to try it on your own, we should discuss this. We can often make such a "vacation" be more helpful.

I understand that no promises have been made to me by this therapist about the results of treatment, the effectiveness of the procedures used by this therapist, or the number of sessions necessary for therapy to be effective.

### **The Benefits and Risks of Therapy**

As with any powerful treatment, there are some risks as well as many benefits with therapy. You should think about both the benefits and risks when making any treatment decisions. For example, in therapy, there is a risk clients will have for a time uncomfortable levels of sadness, guilt, anxiety, anger, frustration, loneliness, helplessness, or other negative feelings. Clients may recall unpleasant memories. These feelings or memories may bother a client at work or in school. Some people in your community may mistakenly view anyone in therapy as weak, or perhaps as seriously disturbed or even dangerous. Also, clients in therapy may have problems with people important to them. Family secrets may be told. Therapy may disrupt a marital relationship and sometimes may even lead to a divorce. Sometimes, too, a client's problems may temporarily worsen after the beginning of treatment. Most of these risks are to be expected when people are making any important changes in their lives. Finally, even with our best efforts, there is a risk that therapy may not work out well for you.

In therapy, major life decisions are sometimes made, including decisions involving separation within families, development of other types of relationships, changing employment settings and changing life-styles. These decisions are a legitimate outcome of the therapy experience as a result of an individual's calling into question many of their beliefs and values. As your therapist, I will be available to discuss any of your assumptions, problems, or possible negative side effects in our work together.

While you consider these risks, you should know also that the benefits of therapy have been shown by scientists in hundreds of well-designed research studies. People who are depressed may find their mood lifting. Others may no longer feel afraid, angry, or anxious. In therapy, people have a chance to talk things out fully until their feelings are relieved or the problems are solved. Clients' relationships and coping skills may improve greatly. They may get more satisfaction out of social and family relationships. Their personal goals and values may become clearer. They may grow in many directions—as persons, in their close relationships, in their work or schooling, and in the ability to enjoy their lives. I do not take on clients I do not think I can help. Therefore, I will enter our relationship with optimism about our progress.

### **Consultations**

If you wish for another professional's opinion at any time, or wish to talk with another therapist, I will help you find a qualified person and will provide him or her with the information needed.

If you could benefit from a treatment I cannot provide, I will help you to get it. You have a right to ask me about such other treatments, their risks, and their benefits. Based on what I learn about your problems, I may recommend a medical exam or use of medication. If I do this, I will fully discuss my reasons with you, so that you can decide what is best. If you are treated by another professional, at your request, I will coordinate my services with them and with your own medical doctor.

If for some reason treatment is not going well, I might suggest you see another therapist or another professional in addition to me. As a responsible person and ethical therapist, I cannot continue to treat you if my treatment is not working for you. However, I cannot be responsible for the therapy or treatment that will be provided to you by another provider. By signing this form you agree not to hold me liable for your treatment/care by another provider.

### **What to Expect from Our Relationship**

As a professional, I will use my best knowledge and skills to help you. This includes following the rules and standards of the American Counseling Association, or ACA. In your best interests, the ACA puts limits on the relationship between a therapist and a client, and I will abide by these. Let me explain these limits, so you will not think they are personal responses to you.

First, I am licensed and trained to practice mental health counseling—not law, medicine, or any other profession. I am not able to give you good advice from these other professional viewpoints.

Second, state laws and the rules of the ACA require me to keep what you tell me confidential (that is, private). You can trust me not to tell anyone else what you tell me, except in certain limited situations. I explain what those are in the "About Confidentiality" section of this form. Here I want to explain that I try not to reveal who my clients are. This is part of my efforts to maintain your privacy. If we meet on the street or socially, I may not say hello or talk to you very much. My behavior will not be a personal reaction to you, but a way to maintain the confidentiality of our relationship.

Third, in your best interest and following the ACA's standards, I can only be your therapist. I cannot have any other role in your life. I cannot, now or ever, be a close friend or socialize with any of my clients. I cannot be a therapist to someone who is already a friend. I can never have sexual or romantic relationships with any client during, or after, the course of therapy. I cannot have a business relationship with any of my clients, other than the therapy relationship.

As you may know, I also have a Massage Therapy License. I require that one therapeutic relationship ends prior to another beginning. This means that as your Mental Health Counselor I will not treat you with Massage Therapy until our counseling relationship ends.

### **About Confidentiality**

Counseling services are best provided in an atmosphere of trust. You expect me to be honest with you about your problems and progress. I expect you to be honest with me about your expectations for services, your compliance with medication, and any other barriers to treatment.

I will treat with great care all the information you share with me. It is your legal right that our sessions and my records about you be kept private. That is why I ask you to sign a "release-of-records" form before I can talk about you or send my records about you to anyone else. In general, I will tell no one what you tell me. I will not even reveal that you are receiving treatment from me.

Please review the *Notice of Privacy Practices*, for more information and clarity regarding how your *protected health information* is used. This document is located in the office for you to review at any time. Your counseling records are only released by written authorization to the party specified. Both spouses in a marital counseling situation must sign a release form to release information. All patients aged 12 years and over that are part of counseling sessions must sign a release form to release information.

When you participate in group counseling, please abide by the group confidentiality rules. It is important for a group to provide a safe environment for its members; therefore, what is said in the group must not be discussed outside of the group sessions. **Do not** mention others who are in the group or talk about what others say or do. You **do not** violate confidentiality when you talk about what **you** have learned in group session. The breach of a group member's confidence is a serious issue and will result in that individual being asked to leave the group.

In all but a few rare situations, your confidentiality (that is, your privacy) is protected by state law and by the rules of my profession. Here are the most common cases in which confidentiality is not protected:

- If you were sent to me by a court for evaluation or treatment, the court expects a report from me. If this is your situation, please talk with me before you tell me anything you do not want the court to know. You have a right to tell me only what you are comfortable with telling.
- Are you suing someone or being sued? Are you being charged with a crime? If so, and you tell the court that you are seeing me, I may then be ordered to show the court my records. Please consult your lawyer about these issues.
- If you make a serious threat to harm yourself or another person, the law requires me to try to protect you or that other person. This usually means telling others about the threat. I cannot promise never to tell others about threats you make.
- If I believe a child or an aging adult has been or will be abused or neglected, I am legally required to report this to the authorities.

There are two situations in which I might talk about part of your case with another therapist. I ask now for your understanding and agreement to let me do so in these two situations:

1. When I am away from the office for a few days, I may have a trusted fellow therapist "cover" for me. This therapist will be available to you in emergencies. Therefore, he or she needs to

know about you. Generally, I will tell this therapist only what he or she would need to know for an emergency. Of course, this therapist is bound by the same laws and rules as I am to protect your confidentiality.

2. I sometimes consult other therapists or other professionals about my clients. This helps me in giving high-quality treatment. These persons are also required to keep your information private. Your name will never be given to them, and they will be told only as much as they need to know to understand your situation.

Except for the situations I have described above, my office staff and I will always maintain your privacy. I also ask you not to disclose the name or identity of any other client being seen in this office.

My office staff makes every effort to keep the names and records of clients private. My staff and I will try never to use your name on the telephone; other clients may be in the office and overhear it. All staff members who see your records have been trained in how to keep records confidential.

## **My Background**

Kratochvil Health Kare is an independent practice owned and operated by Michele R. Kratochvil serving Osceola, Polk and Orange counties. I received my Masters Degree in Community Mental Health Counseling at Rollins College, Winter Park, Florida. I am a Nationally Certified Counselor and Licensed in the State of Florida to practice Mental Health Counseling. I have been certified by The National Institute for Trauma and Loss in Children as a Trauma and Loss School Specialist. I also have a license in Massage Therapy. I have been practicing Massage since 1990 and have worked in various health setting such as Chiropractic offices, Physical Therapy offices, Day Spa's/Resorts and private practice. As a Mental Health Counselor I was previously employed by Behavioral Health Associates, a Division of Physician Associates of Florida working with individuals, couples, families and children.

## **About Our Appointments**

The very first time I meet with you, we will need to give each other much basic information. This is called a initial evaluation session which includes open discussion of problems and concerns, history gathering, testing or questionnaires, and completion of forms. We will usually meet for a 50-minute session, every week. We can schedule meetings for both your and my convenience. I have found that making appointments for the same time slot for each session works best for most patients. I will give you advanced notice of my vacations or any other times we cannot meet. However, when I am not in town, or away from my office I will generally be available to you via phone.

An appointment is a commitment to our work. We agree to meet here and to be on time. If I am ever unable to start on time, I ask your understanding. I also assure you that you will receive the full time agreed to. If you are late, we will probably be unable to meet for the full time. It is likely that I will have another appointment after yours.

A canceled appointment delays our work. I will consider our meetings very important and ask you to do the same. Please try not to miss sessions if you can possibly help it. When you must cancel, please give me at least **24** hour notice. Your session time is reserved for you. I am rarely able to fill a canceled session unless I know well in advance. **You will be charged \$35.00 for sessions canceled with less than 24 hours' notice, for other than the most serious reasons. Your insurance will not cover this charge.**

### **Fees, Payments, and Billing**

Payment for services is important in any professional relationship. This is even more true in therapy. One treatment goal is to make relationships and the duties they involve clear. You are responsible for seeing that my services are paid for. Meeting this responsibility shows your commitment and maturity. If you are using your mental health insurance benefits you are responsible for your copay and any deductible under your specific plan.

My current regular fees are as follows. You will be given advance notice if my fees should change.

Regular therapy services: For a session of 50 minutes, the fee is \$100.00. However, the initial visit is \$110.00. Please pay for each session at the beginning. I suggest you make out your check before each session begins, so that our time will be used best. Other payment or fee arrangements must be worked out before the end of our first meeting.

Telephone consultations: \$100.00 per hour, prorated for the time needed. (For example, if we talk on the phone for 30 minutes, you will be charged \$50.00) I believe that telephone consultations may be suitable or even needed at times in our therapy. If so, I will charge you our regular fee, prorated over the time needed. If I need to have long telephone conferences with other professionals as part of your treatment, you will be billed for these at the same rate as for regular therapy services. If you are concerned about all this, please be sure to discuss it with me in advance so we can set a policy that is comfortable for both of us. Of course, there is no charge for calls about appointments or similar business.

Extended sessions: Sometimes it may be better to go on with a session, rather than stop or postpone work on a particular issue. When this extension is more than 10 minutes, I will discuss it with you, because sessions that are extended beyond 10 minutes will be charged on a prorated basis.

Reports: I will not charge you for making simple reports to your insurance company. However, I will have to bill you for any extra-long or complex reports the Insurance Company might require. The Insurance Company usually will not cover this fee. Or, if you require a report for your employer, child's school or any other professional these will be charged to you because your insurance company does not cover these fees either. Typically, the cost will be \$25.00 to \$85.00.

Other services: Charges for other services, such as hospital visits, consultations with other therapists, home visits, meeting with your child's school or any court-related services (such as consultations with lawyers, depositions, or attendance at courtroom proceedings) will be based on the time involved in providing the service at my regular fee schedule. Some services may require payment in advance.

I realize that my fees involve a substantial amount of money, although they are well in line with similar professionals' charges. For you to get the best value for your money, we must work hard and well. I will assume that our agreed-upon fee-paying relationship will continue as long as I provide services to you. I will assume this until you tell me in person, by telephone, or do not contact me for further sessions. You have a responsibility to pay for any services you receive before you end the relationship.

I accept cash or check as payment methods. If you would like to file with your insurance company I can provide you with a receipt. If there is any problem with my charges, my billing, your insurance, or any other money-related point, please bring it to my attention. I will do the same with you. Such problems can interfere greatly with our work. They must be worked out openly and quickly.

### **Health Insurance Coverage and Payments**

Because I am a Licensed Mental Health Counselor, many health insurance plans will help you pay for therapy and other services I offer. Because health insurance is written by many different companies, I cannot tell you what your plan covers. Please read your plan's booklet under coverage for "Outpatient Psychotherapy" or under "Treatment of Mental and Nervous Conditions" or under "Behavioral Health Services". Or call your insurer's office to find out what you need to know.

If your health insurance will pay part of my fee, I will file a claim with your health insurance. Please understand that the insurance company will be provided information concerning your diagnosis, dates of office visits, types of services, fees and other information as required for payment. However, please keep two things in mind:

- I had no role in deciding what your insurance covers. Your employer decided which, if any, of my services will be covered and how much you (and I) will be paid. You are responsible for checking your insurance coverage, deductibles, payment rates, co-payments, and so forth. Your insurance contract is between you and your company.
- You—not your insurance company or any other person or company—are responsible for paying the fees we agree upon. If you ask me to bill a separated spouse, a relative, or an insurance company, and I do not receive payment on time, I will then expect this payment from you.

### **If You Have a Managed Care Contract**

If you belong to a health maintenance organization (HMO) or have another kind of health insurance with managed care, decisions about what kind of care you need and how much of it you can receive will be reviewed by the plan. The plan has rules, limits, and procedures that we should discuss. Please bring your health insurance plan's description of services to one of our early meetings, so that we can talk about it and decide what to do.

In order to help you with any health insurance benefits, I will have to send information about you to your managed care company (if you have one) or to an agent of your insurance company. These companies are increasingly asking for more information about clients and will

want to know about your problems, symptoms, family and work life, and so forth. This information will be reviewed by the staff of the insurance and managed care companies, and possibly of your employer. These staffs do not have the same training in maintaining confidentiality as do mental health professionals. I may send this information by mail or by fax. My office will try its best to maintain the privacy of your records, but I ask you not to hold me responsible for accidents or for anything that happens as a result.

### **If You Need to Contact Me**

Because I do outpatient evaluation and therapy, I cannot promise that I will be available at all times. Although I am in the office, I usually do not take phone calls when I am with a client. You can always leave a message with my assistant or on my voice mail, and I will return your call as soon as I can. Generally, I will return messages as soon as possible.

If you have an emergency or crisis, tell this to my assistant, who will try to contact me. If you have a behavioral or emotional crisis and cannot reach me immediately by telephone, you and/or your family members should call the emergency number on your insurance card, the police or Lakeside Alternatives at 407-875-3700. You may also go to the nearest emergency room.

### If I Need to Contact Someone about You

If there is an emergency during our work together, or I become concerned about your personal safety, I am required by law and by the rules of my profession to contact someone close to you—perhaps a relative, spouse, or close friend. I am also required to contact this person, or the authorities, if I become concerned about your harming someone else. Please write down the name and information of your chosen contact person in the blanks provided

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship to you: \_\_\_\_\_

### Our Agreement

I, the client (or his or her parent or guardian), understand I have the right not to sign this form. I understand I can choose to discuss my concerns with you, the therapist, before I start formal therapy. I also understand that any of the points mentioned above can be discussed and may be open to change. If at any time during the treatment I have questions about any of the subjects discussed in this form, I can talk with you about them, and you will do your best to answer them. I understand that after therapy begins, I have the right to withdraw my consent to therapy at any time, for any reason. However, I will make every effort to discuss my concerns about my progress with you before ending therapy with you.

I have read, or have had read to me, the issues and points in this form. I have discussed those points I did not understand, and have had my questions, if any, fully answered. I agree to act according to the points covered in this form. I hereby agree to enter into therapy with this therapist, Michele Kratochvil, and to cooperate fully and to the best of my ability, as shown by my signature here.

\_\_\_\_\_

Signature of client

Date

\_\_\_\_\_

Signature of parent (if under 18, a parent must sign)

Date

\_\_\_\_\_

Printed name

Relationship to client:  Self  Parent  Health care custodial parent of a minor (less than 18 years of age)  Guardian  Other person authorized to act on behalf of the client.

I, the therapist, Michele Kratochvil, have met with this client (and/or his or her parent or guardian) for a suitable period of time, and have informed him or her of the issues and points raised in this form. I have responded to all his or her questions. I believe this person fully understands the issues,

and I find no reason to believe this person is not fully competent to give informed consent to treatment. I agree to enter into therapy with the client, as shown by my signature here.

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\_\_\_\_\_  
Signature of Therapist

Date

I truly appreciate the chance you have given me to be of professional service to you, and look forward to a successful relationship with you. If you are satisfied with my services as we proceed I (like any professional) would appreciate your referring other people to me who might also be able to make use of my services.

Copy accepted by client     Copy kept by therapist