

## INFORMED CONSENT AND DISCLOSURE STATEMENT

### **HEART MATTERS**

Mike S. Pinkston, MA, LPC and Patricia D. Pinkston, MA, LPC  
5080 Mark Dabbling Blvd.  
Colorado Springs, CO 80918  
(800) 781-3624, (800) 781-3625

Welcome to Heart Matters counseling services. We are please that you have chosen us as your therapists. Below you will find some helpful information. Please read this information and sign at the end.

Our credentials include the following:

Mike's credentials include the following:  
B.A., Dallas Baptist University, 1978  
Master's in Counseling, Denver Seminary, 1981  
Licensed Professional Counselor, TX, 1994  
Colorado LPC License, Feb. 2002, #3047

Patti's credentials include the following:  
B.A., University of Houston – 1966  
Master's in Counseling – Amber University, 1995  
Licensed Professional Counselor, TX, 1997,  
Colorado LPC License, Feb. 2002, #3046

Mike and Patti have also attended post-graduate training and numerous professional training seminars to offer you the best treatment possible in our fields of expertise. Included in this training are certifications in EMDR, as well as specific intensive training in sexual addiction and trauma resolution.

### **General Issues**

We are committed to providing high quality services to our clients and to providing them with all of the information necessary to be informed about the treatment process. In addition the practice of psychotherapy is regulated by the Department of Regulatory Agencies and requires that you are provided with information regarding a client's rights. Please read carefully the following information regarding ethical, legal, and financial issues. If you have questions about anything on this form, please discuss it with one of us before signing the consent.

We accept in our private practice only clients who we believe have the capacity to resolve their own problems with our assistance. Some clients need only a few counseling sessions to achieve their goals, whereas others may require months or even years of counseling. As a client you are in complete control and may seek a second opinion from another therapist, and or end our counseling relationship at any point. We, too, have the right to withdraw from your treatment if a conflict arises. In that eventuality, you will be informed and given appropriate referrals.

**Dual Relationship:** Although our sessions may be very intimate psychologically, it is important for you to realize that we have a *professional* relationship rather than a personal one. Our contact will be limited to the paid sessions you have with us. **This is a requirement of the ethical guidelines for Licensed Professional Counselors** and is in your best interest. You will be best served if our relationship stays strictly professional and if our sessions concentrate exclusively on your concerns. You will learn a great deal about us as we work together during our counseling experience. However, it is important for you to remember that you are experiencing us only in our professional role. **Please note that it is impossible to guarantee any specific results regarding your counseling goals**, but together we will work to achieve the best possible results for you.

Colorado law requires us to inform you that in our professional relationship physical intimacy is never appropriate and should be reported to the Grievance Board at the following address: The Department of Regulatory Agencies, Mental Health Section., the address for the Grievance Board is 1560 Broadway, Ste.1340, Denver, CO 80202, Telephone: 303-894-7766.

**Confidentiality:** The information provided by you, the client, and from us the therapists is generally legally confidential and we cannot be forced to disclose in any court of competent jurisdiction in the State of Colorado without the consent of the person to whom the testimony sought relates. The exceptions to the general rule of legal confidentiality are listed in the Colorado statutes (C.R.S. 12-43-218). However, please be aware that provisions concerning disclosure of confidential communications shall not apply to any delinquency or criminal proceedings, except as provided in section 13-90-107 C.R.S.

Exceptions to confidentiality:

1. Any evidence or disclosure by the client of perpetrating child abuse (past or present) must be reported to legal authorities.

2. If an individual intends to take harmful, dangerous or criminal actions against another human being or against him/herself it is our duty to report such action or intent to medical and legal authorities. In the unlikely event it is our clinical judgment that you are a danger to yourself or someone else, **by signing the consent you** authorize us to contact either the persons listed as your emergency contacts, or someone else to provide assistance through this crisis situation. This would include, at our discretion, contacting an intended victim. By law your consent is not necessary.
3. Sexual improprieties by a former therapist are a criminal offense and must be reported.
4. Certain court orders/actions such as custody cases, malpractice actions, etc. may legally require disclosure of certain material covered in our sessions.
5. Collection of fees may require disclosure that you have been in a counseling process.
6. Consultation and Supervision with other professionals to aid in your treatment process.
7. **Insurance companies:** If you desire to file insurance on your own you must know that we usually will be required to document your diagnosis and treatment. This may include personal information that you would not want employees to know. We cannot guarantee your confidentiality or that this will not have adverse effects on you personally.
8. In some instances a **therapeutic polygraph** is deemed appropriate for treatment, which may require the release of confidential information. Heart Matters will recommend only professional polygraph examiners of the highest standards. These professionals are separate entities and services from Heart Matters. It is up to you, the client, to seek their professional codes of confidentiality. **By signing below you are giving Heart Matters permission to release this information.**

**Fees and Insurance**

Mike’s fee for a 50 minute therapy session is \$95.00. Patti’s fee for a 50 minute therapy session is \$75.00. Group fees vary by type. Normally EMDR sessions with Mike are \$150/ 1.5 hrs. You will be given additional information if you are participating in a group. By consenting to treatment with Mike S. Pinkston, MA or Patricia Pinkston, MA, you acknowledge that you are responsible for the cost of the provided services (to you or to your minor child) within 48 hours prior to the time the service is rendered. A valid credit or debit card is necessary to reserve an appointment. A valid credit or debit card is necessary for all phone sessions. If in person payment by check is expected at the beginning of each counseling session and needs to be backed by a valid credit card. We offer the use of credit cards for your convenience. If you select this method of payment, your credit card will be charged within the 24 hours before your session. Notification of cancellation of appointments, scheduled but not attended, must be made 48 hours **prior to** the appointment time. If your credit card is declined within the 24 hour period of you session, you will be charged \$5 to cover bank charges. **If you miss an appointment without notification, you will be charged on the credit or debit card you provide on the intake form or card number given during your initial appointment. If you have set up recurring appointments at a specific time (Ex. Every other Wednesday at 3 PM) and you miss your appointment, but fail to notify the therapist prior to the previous 48 hours, you will be charged for the missed session and automatically rescheduled for the following session at the agreed upon time unless you notify the therapist otherwise. If you miss the second session without notifying the therapist, you will be charged for that session and your recurring appointments will be cancelled unless you contact the therapist and schedule another appointment.**

**Other potential fees:**

In the unlikely event of time spent away from the office due to client hospitalization and or court appearances resulting from legal issues, additional hourly fees will be assessed. Our usual fee is \$100.00 per hour assessed from the time we leave our office until we return to our office plus expenses if overnight travel is required. If travel is required outside the state of Colorado, fees will be \$1000 per diem plus expenses and must be paid via credit card within 72 hours prior to the day of travel.

Some insurance companies may cover part of your fees. You will need to determine the reimbursement policies of your insurance company. I do not file insurance claims. If you desire to file for insurance reimbursement and a statement will be provided to you for all sessions that are paid in full. It is important to remember that if you choose to utilize your insurance, the issues of confidentiality explained above will need to be considered.

By signing below you agree that you have read and understood the above mentioned information, have been given a copy for your records and are consenting to treatment with Heart Matters, Mike S. Pinkston, MA or Patricia D. Pinkston, MA. The signed copy of this document will become a part of your file at Heart Matters. If you have any questions please bring them up during our initial session.

CLIENT(s): \_\_\_\_\_ DATE: \_\_\_\_\_

**PLEASE RETURN A SIGNED COPY OF THIS INFORMED CONSENT AND DISCLOSURE STATEMENT TO THE ADDRESS BELOW:**

**HEART MATTERS  
5080 Mark Dabling Blvd.**

**Colorado Springs, CO 80918**  
**Phone: (800) 781-3624 and (800) 781-3625**  
**Email: [heartmatters@ heart-matters.org](mailto:heartmatters@heart-matters.org)**