

Informed Consent for Psychotherapy

Welcome to Anchorpoint Counseling Ministry (ACM). Our goal is to provide you with quality mental health care. Your informed participation is essential in the efficacy of psychotherapy. The following information will communicate ACM's policies regarding psychotherapy services. The therapeutic relationship is unique in that it is highly personal, and at the same time it is a contractual, agreement. Please discuss this agreement with your individual assigned provider if you have any questions.

The Therapeutic Process

Making the decision to seek psychotherapy is a positive step towards mental wellness. The outcome of your treatment depends largely on your willingness to engage in this process, which may, at times, result in considerable emotional or mental discomfort. Remembering unpleasant events and becoming aware of feelings attached to those events can bring on strong feelings of anger, depression, anxiety, etc. We cannot promise that your behavior or circumstance will change drastically or immediately. However, the ACM clinical providers will guide you in your journey to mental wellness as they assist you with identifying your goals in seeking treatment.

Confidentiality

The psychotherapy session content and all relevant materials to the client's treatment will be held confidential unless the client requests in writing via the ACM Release of Confidentiality form to have any and/or all pieces of such content released to a specifically named person/persons or institutions.

There are limitations to this confidentiality, and it may be necessary for your provider to break confidentiality if any of the following circumstances occur:

- 1. The client threatens or attempts to commit suicide or otherwise conducts him/herself in a manner in which there is a substantial risk of incurring serious bodily harm.
- 2. The client threatens grave bodily harm or death to another person.
- 3. An ACM provider has reasonable suspicion that a client or other named person is the perpetrator, observer, or victim of physical, emotional, or sexual abuse of children under 18.
- 4. An ACM provider has reasonable suspicion that a client or other named person is the perpetrator, observer, or victim of physical, emotional, or sexual abuse of a person with diminished capacity.
- 5. An ACM provider has reasonable suspicion of neglect of a child under the age of 18 or a person with diminished capacity.
- 6. A court of law issues a legitimate subpoena for information stated on the subpoena.
- 7. A client is receiving psychotherapy services by order of a court of law or if information is obtained to render an expert's report to an attorney.
- 8. The client's name, address, telephone number, and diagnostic code are given to the Anchorpoint billing agent and if applicable, to their insurance provider.

Your information is released to the ACM Billing Department and your insurance provider for the purposes of submitting billing and insurance claims. Both of these parties are bound by all HIPAA regulations and are responsible for the confidentiality of your protected health information. The release of your information to these parties is not a breach of confidentiality.

Occasionally, a consult with other professionals in their areas of expertise is required to provide you with the highest level of quality in your care. To consult with other mental health professionals, information about you may be shared without using any client identifiers or specific demographic information. If identifying information is needed, a Release of Confidentiality form will be completed prior to any discussions using your identifying information. We also may discuss internal situations and interventions, request feedback, or share case information among Anchorpoint colleagues in a confidential clinical setting for learning purposes or to seek additional ways to provide you with quality care.

Drugs and Alcohol

Please refrain from being under the influence of drugs or alcohol before or during sessions as they impair judgment and, therefore, interfere with the counseling process and therapeutic relationship. We reserve the right to end a session if it becomes evident that you are under the influence. In this case, the full fee will be charged for the terminated session. We will also request that you contact a safe person to transport you from our organization. If safe transportation is not secured, ACM reserves the right to contact the local authorities.

<u>Acknowledgment</u>

I understand that all services provided and all disclosures by Anchorpoint Counseling Ministry are in accordance with the Notice of Privacy Practices given to me before beginning services.

I understand that all information maintained by Anchorpoint Counseling Ministry is protected by State and Federal regulation and mandated by the Health Insurance Portability and Accountability Act (HIPAA) regarding the confidentiality of client records.

I have read and was given the opportunity for further explanation and clarifications of the information in this consent document.

Client Signature (Parent or Guardian if client is younger than 14 years old)	 Date	



Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED/DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The terms of this Notice of Privacy Practices ("Notice") apply to Anchorpoint Counseling Ministry, its affiliates, and its employees. Anchorpoint Counseling Ministry will share protected health information as necessary to carry out treatment, payment, and health care operations as permitted by law.

BACKGROUND

We understand the importance of privacy and are committed to maintaining the confidentiality of your medical information. We make a record of the medical care we provide and may receive such records from other medical facilities. We use these records to provide or enable other health care providers to provide quality medical care, to obtain payment for services provided to you, and to enable us to meet our professional and legal obligations to operate this organization properly. We are required by law to maintain the privacy of protected health information, to provide individuals with notice of our legal duties and privacy practices with respect to protected health information, and to notify affected individuals following a breach of unsecured protected health information. This notice describes how we may use and disclose your medical information. It also describes your rights and our legal obligations with respect to your medical information. If you have any questions about this Notice, please contact our office at 412-366-1300.

WHAT IS A NOTICE OF PRIVACY PRACTICES?

The Notice tells you about the ways Anchorpoint Counseling Ministry may use and share your health information, as well as the legal duties we have concerning your health information. The Notice also tells you about your rights under federal and state laws.

USES AND DISCLOSURES OF YOUR PROTECTED HEALTH INFORMATION

Authorization and Consent: Except as outlined below, we will not use or disclose your protected health information for any purpose other than treatment, payment, or health care operations unless you have signed a form authorizing such use or disclosure. You have the right to revoke such authorization in writing, with such revocation being effective once we actually receive the written statement. However, we cannot undo any disclosures we have already made.

Uses and Disclosures for Treatment: We will use and disclose your protected health information as necessary for your treatment or related services, including coordination of care and case management. For example, we may disclose this information to clinical staff or other personnel who are helping to provide you with health care services. At all times, we will comply with any applicable laws.

<u>Uses and Disclosures for Payment:</u> We will use and disclose your protected health information as necessary for payment purposes. During the normal course of business operations, we may forward information regarding your treatment to your insurance company to arrange payment for the services provided to you. We may also use your information to prepare an invoice to send to you or to the person responsible for your payment. Furthermore, we may use your information to perform collections procedures on unpaid balances.

<u>Uses and Disclosures for Health Care Operations:</u> We will use and disclose your protected health information as necessary, and as permitted by law, for our health care operations, which may include quality improvement activities, business management, auditing, accreditation, and licensing, etc. For instance, we may use and disclose your protected health information with authorized representatives for purposes of improving clinical treatment and patient care.

<u>Appointment Reminders:</u> We may use and share your protected health information to remind you of your scheduled appointment through a phone call, text, or email.

<u>Other Permitted or Required Uses and Disclosures:</u> In certain circumstances, we may use or disclose your protected health information without your consent or authorization. These situations include, but are not limited to, the following:

- •Disclosure of protected health information to a public health authority that is authorized by law to receive reports of child abuse or neglect.
- •Contact with local law enforcement in cases of emergency or necessary investigations,
- •Reports of certain incidents to governmental agencies or accreditation bodies when required,

RIGHTS THAT YOU HAVE REGARDING YOUR PROTECTED HEALTH INFORMATION

Access to Your Protected Health Information: You have the right to copy and/or inspect much of the protected health information that we retain on your behalf. For protected health information that we maintain in any electronic designated record set, you may request a copy of such health information in a reasonable electronic format, if readily producible. Requests for access must be made in writing and signed by you. You may be charged a reasonable copying fee and actual postage and supply costs for your protected health information.

Amendments to Your Protected Health Information: You have the right to request in writing that protected health information that we maintain about you be amended or corrected. We are not obligated to make requested amendments, but we will give each request careful consideration. All amendment requests must be in writing, signed by you, and must state the reasons for the amendment/correction request. If an amendment or correction request is made, we may notify others who work with us if we believe that such notification is necessary.

<u>Accounting for Disclosures of Your Protected Health Information:</u> You have the right to receive an accounting of certain disclosures made by us of your protected health information. Requests must be made in writing and signed by you.

Restrictions on Use and Disclosure of Your Protected Health Information: You have the right to request restrictions on uses and disclosures of your protected health information for treatment, payment, or health care operations. We are not required to agree to most restriction requests, but will attempt to accommodate reasonable requests when appropriate. You do, however, have the right to restrict disclosure of your protected health information to a health plan if the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law, and the protected health information pertains solely to a health care item or service for which you (or someone other than the health plan on your behalf) have paid Anchorpoint Counseling Ministry in full. If we agree to any discretionary restrictions, we reserve the right to remove such restrictions as we see appropriate. We will notify you if we remove a restriction imposed in accordance with this paragraph. You also have the right to withdraw any restriction by communicating your desire to do so to the administration office.

<u>Right to Notice of Breach:</u> We take the confidentiality of our patients' information very seriously, and we are required by law to protect the privacy and security of your protected health information through appropriate safeguards. We will notify you in the event that a breach occurs involving or potentially involving your unsecured health information and inform you of what steps you may need to take to protect yourself.

<u>Paper Copy of this Notice:</u> You have a right, even if you have agreed to receive notices electronically, to obtain a paper copy of this Notice. To do so, please submit a request to the Compliance Officer at the address below.

<u>Complaints:</u> If you believe your privacy rights have been violated, you can file a complaint in writing with the Compliance Officer or with the Secretary of the U.S. Department of Health and Human Services. You will not be penalized for filing a complaint.

<u>Changes to this Notice</u>: We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for health information we already have about you and for any future health information. We will provide to you a copy of the Notice that is currently in effect upon request.

Anchorpoint Counseling Ministry 800 McKnight Park Dr.

<u>For Further Information:</u> If you have questions or need further assistance regarding this Notice, you may contact Anchorpoint Counseling Ministry's Compliance Officer by phone at 412-366-1300 or email officemgr@anchorpoint.org. You can also reach us by mail at the following address:

Pittsburgh, PA 15237

Client Signature (Parent or Guardian if client is younger than 14 years old)	Date



Client Rights

Anchorpoint Counseling Ministry (ACM) recognizes that each client is entitled to certain legal and ethical rights. ACM adheres to the ethical guidelines of the National Association of Social Workers (NASW), the American Association for Marriage and Family Therapy (AAMFT), the American Counseling Association (ACA), and the American Psychological Association (APA). Accordingly, a summary of client rights follows:

- 1. Clients have the right to be treated with fairness, dignity, and respect in all matters and by all Anchorpoint Counseling Ministry staff and representatives.
- 2. Clients have the right to expect that they will be treated by competent staff and that a licensed counselor or supervised intern who has met the minimum qualifications to render services as required by Pennsylvania law.
- 3. Clients have the right to expect that we will respond to their request for services to the best of our ability. These services include evaluation, treatment and, if treatment needs cannot be met, referral to another agency or facility.
- 4. Clients have the right to expect that we will explain to them, or to an appropriately designated person on their behalf, current information regarding diagnosis (to the degree known), its implications, treatment, and progress.
- 5. Clients have the right to participate in the development and review of their treatment plan.
- 6. Clients have the right to be fully informed of the costs for professional services before receiving services.
- 7. Clients have the right to information contained in their treatment records, and to have the information explained to them clearly and directly.
- 8. Clients have the right to refuse treatment. Staff shall inform the Client of any applicable consequences of this action and provide alternative treatment referrals.
- 9. Clients have the right to expect reasonable safety insofar as ACM's environment is concerned.
- 10. Clients have the right to confidentiality regarding their treatment in accordance with guidelines established in applicable Pennsylvania laws except where the laws require mandated reporting such as the neglect, physical, or sexual abuse of a minor child. We are also required to report any situation that shows you are a "clear and imminent danger" to yourself or another person. A more detailed explanation of confidentiality is contained in the Informed Consent for Psychotherapy document which has been provided along with this document.

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Therapeutic Relationship Policy

Anchorpoint Counseling Ministry (ACM) strives to provide personal, tailored, and high-quality care to those seeking psychotherapy services. However, because of the nature of mental health services, the relationship between you, the client, and your provider must be different from a personal relationship. It must be limited to the relationship of therapist and client only. If a provider were to interact in any other way with a client, it could be extremely harmful and potentially illegal. All therapy professions (LPC, LMFT, LSW, LCSW, etc.) enforce policies against such relationships to protect all parties involved. There are important differences between a therapeutic relationship and a personal relationship. While ACM prides itself on the warmth, kindness, and care shown by our Clinical and Administrative staff, it is important that every client understand the nature and boundaries of the clinical relationship.

Therapeutic Relationship Guidelines

- 1. No provider can be a client's supervisor, teacher, or evaluator for custody, disability, or similar issues.
- 2. No provider can serve as their client's advocate or take a side in any legal matter or court action.
- 3. No provider can provide professional services for their own relatives, friends, or for any other person with whom the provider may deem the relationship to be inappropriate.
- 4. No provider can have any kind of business relationship with their client outside of psychotherapy services that are being provided. No provider can employ their client or lend to or borrow financially from their client. No provider may offer to barter their services or trade goods for services in which the provider benefits personally from the barter/trade.
- 5. No provider can offer legal, medical, financial, or any other type of professional or specialty advice.
- 6. No provider may have a romantic or sexual relationship with a current or former client or with any immediate relatives or close friends of any current or former client. Should the provider become aware that they have any kind of relationship with a relative or friend of a current client that they deem to be a conflict of interest, services will be transferred to another provider to continue treatment.
- 7. No provider may give their clients gifts, and it is encouraged that the clients do not give gifts to their providers. However, gifts given to providers by their clients are not against the ACM therapeutic relationship policy unless the gifts are of an inappropriate nature, of excess value, or the provider has made it clear that they will not accept gifts.
- 8. No provider may have any contact with their clients on any form of social media. Even "follow" or "friend" requests are considered to be against this policy.
- 9. The therapeutic process is tailored to the client and only for the client. If at any time, you feel that your counselor is not a good fit for treatment, please contact our office at 412-366-1300 and reassignment to another provider can be discussed.
- 10. No provider will acknowledge a relationship in public with a former or current client to protect client confidentiality. The client is permitted to initiate contact, but it should be brief and should

By signing this agreement, I acknowledge these guidelines and agree to understand that I may only have a therapeutic relationship with my provi services as well as after treatment has ended. This policy has no expirat guidelines are binding forever.	der while receiving
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not risk a breach of confidentiality. No provider will accept an invitation from a client to

gatherings of a personal nature that they are attending.



Court Non-Appearance Policy

While Anchorpoint Counseling Ministry (ACM) is determined to provide quality care, it is the policy of ACM that our providers and administrative staff DO NOT appear in court. You will be told upon intake that any court-ordered therapy may be accommodated. However, your counselor will not testify on your behalf. Upon request, and if deemed appropriate, your provider may write a letter on your behalf only to confirm your attendance.

Clients are strongly discouraged from having their provider subpoenaed due to adverse effects on the client-provider relationship. However, in the case that your provider is subpoenaed, you will be responsible for any and all charges incurred for that appearance. It is important to note that even though you are responsible for those fees, it does not mean that our testimony will be solely in your favor. We can only testify to the facts of the case and as documented in chart notes.

By signing this policy today, you acknowledge that in the event your provider is subpoenaed, you are responsible for any and all fees assessed by the courts, any attorneys involved, and/or ACM's court fee schedule.

Fee Schedule:

Preparation time (including submission of records): \$180/hr (pro-rated by the quarter hour)

Phone calls: \$180/hr (pro-rated by the quarter hour)

<u>Depositions:</u> \$250/hour (pro-rated by the quarter hour)

Time required in giving testimony: \$250/hour (pro-rated by the quarter hour)

Filing any required documentation with the court: \$200

In-person court appearance: \$1,500

Express charge (less than 48-hour notice): \$500

These fees are determined based on the counseling session rates of ACM. A 60-minute counseling session is a charge of \$160-\$180 to be compensated by the client and their insurance provider. By requiring a provider to communicate on your behalf with any court (outside of a letter confirming attendance) you are responsible for the compensation of the provider's time.

All court-related payments are on a retainer basis and must be paid by cashier's check only. ACM reserves the right to terminate your services due to court-related circumstances at the discretion of your assigned provider and the Clinical Director.

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Cancellation and No Show Policy

Why your attendance matters: Your timely and consistent attendance matters to you, your Counselor, other clients, and Anchorpoint's nonprofit mission. As a service recipient, you will benefit from staying on track with your treatment and progress when you are accountable for your scheduled sessions. Outpatient counseling is a research-supported treatment when you receive services in the prescribed manner and according to your treatment plan. When you cancel, reschedule, or miss sessions, you may delay your progress, reduce the effectiveness of your services, and/or diminish your results. Your Counselor reserves your session times specifically for you. When you cancel less than 24 hours before your scheduled appointment, or miss a scheduled appointment with no notice, your Counselor is unable to reschedule your reserved time with another client who is waiting. This action negatively impacts other clients who could have attended your session time, your Counselor's productivity, and Anchorpoint's financial sustainability.

Your responsibility to your counselor: As part of your commitment to services from Anchorpoint, you are expected to honor and prioritize your scheduled appointment times. You must notify your Counselor at least 24 hours in advance of your scheduled session if you need to cancel or reschedule a session. You are also expected to arrive at your session on time. You may call Anchorpoint (412-366-1300) and speak to or leave a voicemail message for your Counselor at any time, including after hours. In the event of a sudden sickness or emergency, your Counselor may extend grace to you for a late cancellation on a case-by-case basis as long as this instance is rare and justified. A conflict with another event, appointment, or last minute opportunity is not a justified reason for a late cancellation or no show. If you are unable to attend your session in person due to health, transportation, weather, or other reason, please ask your Counselor about the possibility of a telehealth appointment to keep your scheduled session.

Appointment reminders: Anchorpoint can send you automated appointment reminders two days before your scheduled session via your choice of text message, voicemail message, or email. This service is provided to you as a convenience through a third-party vendor. Since these reminders are a courtesy to you, Anchorpoint is not responsible for non-delivery or non-receipt of these reminder messages for any reason. It is your responsibility to confirm your appointment time and attend your scheduled session with or without these courtesy reminders. If you are unsure of your appointment time, please contact Anchorpoint (412-366-1300) for confirmation.

Cancellation/No show fees: Anchorpoint reserves the right to charge you a
Cancellation/No Show Fee if you cancel/reschedule your session less than 24 hours in
advance of the scheduled time OR if you fail to attend your scheduled session without
giving any notice (i.e., no show). Anchorpoint also reserves the right to charge these
Fee(s) if you are more than 15 minutes late to your session. The purpose of the

Cancellation/No Show Fee is to compensate for the impacts on your Counselor's time and lost service opportunities caused by your late cancellation or no show. You will NOT be charged a Cancellation/No Show Fee if you change your in-person appointment to a virtual telehealth appointment less than 24 hours in advance (if you attend on time from a private setting). Please note that a Cancellation/No Show Fee will not be covered by any Insurance Plan(s), EAPs, or other third-party payors. The Fee(s) will be added to your bill/invoice and must be paid on receipt.

Anchorpoint's current Fee rates are as follows:

- •Daytime Session Cancellation/No-Show Fee \$40.00 (sessions scheduled before 4pm)
- •Evening Session Cancellation/No-Show Fee \$50.00 (sessions scheduled at 4pm or later*)

 * Evening sessions are extremely limited and in high demand by other clients
- •Charitable Service Cancellation/No-Show Fee <u>based on cost per session</u> (e.g., sliding scale, low fee)

I have read and fully understand this policy. I agree to comply, be subject to, and pay (if applicable) any Cancellation/No Show Fees in accordance with this policy. I understand that I can avoid Cancellation/No Show Fees by rescheduling my session more than 24 hours in advance OR changing my in-person session to a virtual telehealth session.

Client Signature (Parent or Guardian if client is younger than 14 years old)	Date	
Responsible Billing Party Signature (if different from client)	Date	