

# DUI (DRIVING UNDER THE INFLUENCE) PROGRAM INFORMED CONSENT

Welcome to Anchor Counseling Centers (ACC)! This document contains important information about our professional services and business policies. Please read it carefully. Feel free to ask any questions that you might have so that you can enter into the agreement fully informed. Once you sign this, it will constitute a binding agreement between you and ACC.

#### **ACC's Services**

ACC offers mental health services, medication management, speech therapy, and a DUI Program specifically designed to help you. Our expertise includes problems ranging from substance abuse, and mental health issues.

## **Appointments and cancellations**

Anchor Counseling Centers is providing a structured DUI (Driving Under the Influence) Education program that spans over a 6-week period. The program is designed to address various aspects related to DUI offenses, including education, mental health, and prevention.

Each week of the program focuses on a different topic. If you miss an appointment during a particular week of the program, you would need to wait until the next round of DUI Education sessions starts. Every 6 weeks, a new session starts. When you attend the next round, you would need to catch up on the topic you missed by attending the corresponding week. For example, if you miss week 4 of the program, you can still attend weeks 5 and 6 in the current session. However, you would need to attend week 4 in the next round of DUI Education sessions to ensure you cover all the necessary topics.

This structure ensures that participants receive a comprehensive education on DUI-related issues, even if they miss a session. It's important for individuals to attend all sessions to gain a complete understanding of the topics and to fulfill any legal or court-mandated requirements.

#### **Costs for Services (Self-Pay)**

In order to keep costs as low as possible, it is requested that you make payment at the time of each session (when services are rendered). Payment for services is the direct obligation and responsibility of the client. The fee for services is **\$100** per session and this is considered "self-pay." This fee is charged for documentation, diagnosis, printed

materials, reports, letters, consultation, travel time for "out of office" services, and telephone calls lasting longer than five minutes.

You are able to pay in advance for all 6 sessions or per week. We will collect the \$100 fee before the start of the session.

You will be billed for all the time spent with you or on your behalf. A credit card will need to be uploaded to the Patient Portal and will be charged at the time of the service.

Any legal consultation will be billed at \$300 an hour directly to the patient. This includes phone calls, court appearances, letters, or providing documentation for legal purposes.

If you experience financial problems, please talk to us so that a mutually satisfactory payment schedule can be arranged.

#### **Disabilities**

The Bel Air, Cumberland, Eldersburg, Stevenson, and Sykesville offices are ADA-accessible. While the Columbia and Frederick offices are on the second and third floors, we will make reasonable accommodations to ensure accessibility (telehealth).

Translator services are available upon request. If you need accommodations, please let the intake coordinator know at the time you schedule an intake to ensure your experience with ACC is comfortable.

# **Client Rights and Responsibilities**

As a client of Anchor Counseling Centers, you have the right to seek alternate treatment at any time which can, and should be discussed with your provider. You also have the right to withdraw from treatment at any time, but potential risks such as depression, anxiety, and anger may occur. Other potential risks for engaging in therapy are sadness, anger, irritability, difficulty sleeping, and anxiety due to the therapeutic process. You also have the right to decline treatment, if part or all of your treatment is to be recorded for research or reviewed by another person.

Participating in the Anchor Counseling Center's DUI Program offers the potential benefit of gaining valuable knowledge and skills to prevent future DUI incidents, potentially reducing legal penalties. However, participation in the program is not a guarantee of any specific legal outcome, and completion of the program does not guarantee the removal of any charges or convictions.

ACC does not permit the recording of sessions by therapists or clients. Maryland is an All-Party Consent State. ACC will never record without explicit written consent (such as in the case of interns) and ACC does not consent to any recording (audio or visual).

## **ACC** Responsibilities

It is the responsibility of ACC and the therapists to create a kind, open environment where clients and their families can feel safe to be themselves. ACC does not

discriminate against sex, gender, race, religion, ability, etc. If you feel you have encountered any discrimination, please contact the owner of ACC, Whitney Thompson at <a href="https://www.whitneyThompsonLCPC@gmail.com">WhitneyThompsonLCPC@gmail.com</a>.

## Confidentiality

Counseling/therapy services are best provided in an atmosphere of trust. In fact, according to the laws of the state of Maryland, whatever you tell a licensed provider cannot be revealed to anyone else without your written consent. The only **exceptions** to confidentiality are:

- 1. Court order,
- 2. You threaten harm to another person,
- 3. You threaten suicide or self-injury,
- 4. Indicate having engaged in physical or sexual abuse either as a victim or a perpetrator.

In these instances, we are mandated to file a report or intervene in the situation to protect you or other potential victims. A client's case may be reviewed by colleagues for professional consultation purposes.

The information shared during the program, including personal details and discussions during counseling sessions, will be kept confidential to the extent allowed by law. However, there may be circumstances where we are legally required to disclose information, such as when there is a concern for safety or risk to oneself or others.

We also have the legal right to collect past-due fees that are owed through collection agencies or small claims courts. In such instances, you will be notified in advance, and only information specifically pertinent to the collection process will be released.

Notice: Alcohol and drug abuse patient records are protected by Federal confidentiality regulations (42 CFR part 2). The Federal regulations prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal regulations restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient. Communicable disease related information, pursuant to this release, cannot be redisclosed without specific authorization. (A.R.S. 36 664.H)

#### **Voluntary Participation**

Participation in the Anchor Counseling Center's DUI Program is entirely voluntary. You have the right to refuse or withdraw from the program at any time without penalty. However, please be aware that refusing to participate or non-compliance with program requirements may have legal consequences.

### **Program Description**

Anchor Counseling Center's DUI Program is designed to provide education and support for individuals who have been charged with Driving Under the Influence (DUI) in the state of Maryland. The program aims to address the legal, social, and personal consequences of DUI offenses, promote responsible driving behavior, and reduce the likelihood of future DUI incidents.

## **Program Components**

- Educational Sessions: The program consists of 12 hours of education. These are provided over 6 weeks of classes.
- Participants will attend educational sessions covering topics such as the effects
  of alcohol and drugs on driving, Maryland DUI laws, and the risks associated with
  impaired driving.
- Basic Program Outline:
  - WK 1 Program Orientation Developing a working relationship
  - WK 2 Alcohol and Other Drug Impaired Driving The laws and beyond the laws
  - WK3 Changing Our Thoughts, Beliefs, and Actions Learning self-control and driving with CARE
  - WK 4 Alcohol and Other Drugs How do the facts and ideas about alcohol and other drugs fit you?
  - WK 5 Understanding Alcohol and Other Drug Use and Problem Outcome Patterns - How do they fit you?
  - WK 6 Preventing Recidivism and Relapse
- Progress Monitoring: Participants' progress throughout the program will be monitored, and their compliance with program requirements will be assessed.
- Reporting: The program may be required to submit reports to the appropriate authorities or court regarding participants' attendance, progress, and completion status. You will sign a Release of Information (ROI) for each person we contact.
- Counseling and Support: Individual and/or group counseling sessions will be available to address personal challenges related to alcohol and substance use and to encourage positive behavioral changes. This is outside of the scope of the education class and is available to those who would like to be patients of Anchor Counseling Centers

# **Consent and Acknowledgment**

Please feel free to ask for more detail about any of these policies. Please ask <u>before signing</u> if you have any questions about psychotherapy, medication management, or

office policies. Your signature indicates that you have read the office and business policies and agree to enter therapy under these conditions.

I hereby assign any and all insurance benefits due and payable to me by any policy insurance to Anchor Counseling Centers (ACC) for services rendered. Further, I authorize ACC to release to my insurance carrier any medical records or other documents requested by the carrier which are deemed necessary by the carrier to process payments of a claim. I understand that I personally guarantee to be financially responsible to pay Anchor Counseling Centers for any and all charges not covered by this assignment unless other arrangements have been made. As a guarantor, I fully accept the services provided to the above-named client as full consideration for my signing of this document. A copy of this document can be used in place of the original.

I understand by signing this contract I abide by the information laid out above.