



John Dury, LPC, LMFT, MAC

Please review the following information carefully. It contains important information about our relationship, including your rights and obligations.

Qualifications: I am licensed as a Professional Counselor by the State of Georgia and as a Marriage & Family Therapist by the State of California. I am certified as a Master Addiction Counselor by the National Association of Alcohol & Drug Abuse Counselors. Any questions regarding my qualifications are welcomed.

Fees: Your fee is \$150.00 per 50-minute session. MPCC is not currently accepting any insurance plans but in most cases if you have insurance coverage, you may be eligible for some partial reimbursement. Our office will provide you with the needed information for submission to your insurance company for services received as an out-of-network provider for reimbursement, if applicable.

Payment: Your co-payment or deductible payment (if applicable) is due upon receipt of services. Payment information (credit/debit, EFT) will be provided to MPCC and kept on file in our secure payment system Jituzu (detailed information available upon request). Charges will be submitted following each session. Clients are not permitted to carry a balance. If payment is a concern, please re-schedule any pending appointments for a later date.

Insurance and Managed Care:

- (A) Using insurance coverage generally requires you to receive a psychiatric diagnosis. Future insurance providers may learn about this diagnosis label. Some people have been denied coverage for health or life insurance after filing claims for outpatient counseling.
- (B) If I provide services to you under an agreement with a managed care organization, I generally must provide that organization with detailed personal information about you.
- (C) I encourage you to carefully weigh the economic benefits of using insurance against the privacy risks that arise from sharing the information described above. You will maintain much greater control over potentially sensitive details of your life by paying privately for my services.

Policy Information:

1. Your insurance is a contract between you and your employer/insurance company.
2. It is possible that your insurance may not cover all the services that are rendered. It is your responsibility to know your policy limitations.
3. In the event that you have a balance after your insurance has paid, charges will be submitted to the payment method on file.
4. You can monitor your insurance activity through Explanations of Benefits provided by your insurance company.
5. MPCC will inform you of additional charges, as well, and provide a receipt for adjustments made to your account.





John Dury, LPC, LMFT, MAC

Emergencies: If you experience a crisis requiring my immediate personal attention, call me at **(770) 882-3040**. If I am unavailable, a colleague will respond.

Cancellations: Since the scheduling of an appointment involves the reservation of time set aside especially for you, a minimum of 24 hours notice is required for rescheduling or cancellation of an appointment. If for any reason a session is canceled less than 24 hours in advance, the full fee will be charged. Emergency situations will be given due consideration.

Record-Keeping: I maintain a clinical record that includes information that we discuss. You may review a summary of this record if you like.

Confidentiality: I will not release information that identifies you to anyone without your written permission. Exceptions include:

- (A) I will release information necessary to warn or protect a person in imminent danger of being physically harmed.
- (B) I will release to a court of law information required by a court order.
- (C) I will inform DFACS about the possibility that a minor is being abused or neglected.
- (D) I may consult with a colleague about your case without sharing information that would identify you personally. I may also provide specific information about you to a colleague providing back-up assistance to me in case you need services on an emergency basis when I cannot be reached.

Anticipated Duration of Service: The number of times we will meet depends on the complexity of your situation. An insurance plan may also place significant limits on the number of times we can meet. Although research shows counseling to be helpful, it is possible that our work will not result in the progress we hope to make. We both have an obligation to review the course of our work together and discuss any concerns that arise.

Termination of Service:

- (A) You can stop seeing me at anytime, whether or not I feel it is advisable, with no obligation to me other than to pay for services you've already received. Please tell me if you plan to stop so that we can schedule a final appointment to review your progress and discuss any referrals that might be beneficial.
- (B) If you repeatedly miss appointments, if I cease being reimbursed, if your needs do not match my abilities to help you, or in the unlikely event that our relationship becomes too strained to continue productively, I will stop providing services to you unless you are in crisis. I will offer to refer you to other sources of assistance.

Your Right to Dignity and Autonomy: You have the right to be treated competently, ethically and respectfully, to be informed about all aspects of your service, to ask questions about my approach and methods. You have the right to decline any recommendations I make and to bring any questions or concerns to my attention.

TeleMental Health: Mountain Park Counseling Center understands that many of our clients have demanding schedules, traffic considerations, and unexpected life events. As such, we offer a unique service, TeleMental Health (TMH), to help meet various client needs, schedules, and specific life circumstances. TMH is the delivery of mental health services using interactive technologies (audio, video, or other electronic communications), such as via telephone or video conferencing/virtual counseling (via Jituzu). I understand that my counselor will not be physically





John Dury, LPC, LMFT, MAC

in my presence as we will see and/or hear each other electronically and any information I enter (website, mobile app, desktop application) will be transmitted electronically.

TMH Confidentiality: Mountain Park Counseling Center utilizes interactive technologies that are approved for TMH services that incorporate network and software security protocols to protect the confidentiality of our clients' information transmitted through electronic communication. All electronic transmissions incorporated into treatment are equipped with network and software protocols to protect client privacy and security of health-related information and imaging data. Additionally, these therapeutic alternatives include measures to safeguard the data to ensure integrity against intentional or unintentional corruption.

Benefits & Limitations of TMH: TMH counseling services are provided by technology (including but not limited to video conferencing, telephone, mobile phone, tablet, or computer). These services rely on technology and provide a greater convenience. Despite our advanced technology, some therapeutic interventions may not be available through TMH as during in-person consultation. I understand that in some cases, the absence of these therapeutic interventions may inhibit or delay the clinical understanding of any presenting issues or concerns. Additionally, my counselor may find it difficult to provide any emergency assistance if I experience a crisis. I also understand that regardless of which form of communication I choose, we are mandated reporters of any activity of self-harm, intent to harm others, abuse, and neglect.

Risks Associated with TMH: I understand that TMH services are offered to clients of Mountain Park Counseling Center as a convenience and while not mandatory, may be greatly beneficial to continuity of client care and assist in client maintenance strategies. Additionally, I understand that TMH is a new delivery method for clinical services and may have potential risks. Among these risks is the possibility of technical difficulties, including abrupt disconnection, unclear or inadequate communication, and may potentially be intercepted by an unauthorized person(s). Other risks include breaches of confidentiality and/or theft of personal information. In rare instances, technological security protocols could fail, causing a breach of privacy of personal health information.

Technology Requirements & Equipment: I understand that if I elect to participate in TMH Services, I will need adequate access to and familiarity with the appropriate technology in order to participate. Mountain Park Counseling Center provides TMH services to clients with the understanding these services are being provided through the client's personal equipment and not public equipment or equipment owned by others, i.e. workplace, school, library, WiFi hotspot location (Starbucks, Hotel), etc. I further understand any information transmitted through a public device or network may be considered by the courts to belong to that specific entity and my privacy could be compromised.

TMH Process: I understand that TMH is a form of communication with my counselor via telephone, mobile/desktop application, or other electronic transmission. I understand that I will be informed of all parties present during my session. **It is my responsibility to maintain privacy on the client end of communication. As such, I agree to take the necessary precautions to ensure my electronic communications are conducted in a quiet, private space of my choosing, and accessed on a private, personal network and device.** I understand that my counselor/practitioner and I will reassess the appropriateness of electronic delivery of services using the technologies, devices, and applications described herein. If my TMH session is disconnected for technical issues or any other reason, you may contact our office at 770-882-





John Dury, LPC, LMFT, MAC

3040. Mountain Park Counseling Center does not engage in or permit recording client sessions by any party. All client records are maintained through written correspondence and clinical documentation, i.e. progress notes, integrative summaries, treatment plans, etc. All laws and professional standards (including HIPAA) that apply to face-to-face services also apply to TMH services. I understand that it is my responsibility to notify my counselor of any electronic interactions or communication regarding my care with other mental health providers. I fully understand this document does not replace other agreements, contracts, or documentation of informed consent to treatment. Mountain Park Counseling Center has explained how TMH services are conducted, the differences between in-person and electronic services, as well as the risks, limitations, and benefits of TMH counseling.

Additional Disclosures: I understand that Mountain Park Counseling offers TMH counseling services exclusively and referrals to traditional face-to-face counseling services are available to me. These services are solely offered as my counselor and I have deemed appropriate. Additionally, I understand that at any time the TMH session may be discontinued by me, my designee, or at the discretion of the mental health provider. I further understand that I may decline any TMH service at any time without jeopardizing my access to future care, services, and benefits.

Emergency Protocols, Care, & Procedures: In the case of an emergency, disruption of service (technical difficulties), or for routine administrative reasons, it may be necessary to communicate by other means or through face-to-face communication. In some instances, it may be necessary for my mental health provider to contact the proper authorities and/or my designated emergency contact. I acknowledge that if I am facing imminent danger or in a situation that may result in harm to myself or others, I need to contact local authorities, go to the nearest emergency room, or call 911. You may contact our office after proper emergency response and/or care has been administered. Call 770-882-3040 if you need immediate assistance after hours. If you are in Crisis, please contact the Georgia Crisis Hotline 800-715-4225.or your appropriate local crisis hotline.

Release of Information, Liability, & Final Agreement: Release of Information: I authorize the release of any information pertaining to me as determined by my mental health provider, practitioners, or by my insurance company to be relevant to the therapeutic counseling process for insurance claims, including but not limited to my name, Social Security number, date of birth, diagnosis, treatment plan, and other clinical or medical record information.

Release of Liability and Final Agreement: I unconditionally release and discharge Mountain Park Counseling Center from any liability in connection with my participation in TMH Health services. I have read this document carefully and fully understand the benefits, risks, and limitations to TMH services. I have had the opportunity to ask any questions and have received satisfactory answers. With this understanding, I voluntarily consent to participate in TMH services as determined and agreed upon by me and my counselor. By acknowledging this agreement, I understand that I am not required to receive any services I am not comfortable with or if such services would be deemed inappropriate, unwanted, or undesired.

This consent was signed by: _____
(PRINT NAME PLEASE)

Signature: _____ Date: _____





John Dury, LPC, LMFT, MAC

Client Information Form

(This information is confidential and will not be shared without your written permission)

Client Name: _____ Date: _____

Address: _____ City: _____

State: _____ Zip code: _____ E-mail Address: _____

Social Security #: _____ - _____ - _____ DOB: ____/____/____

Home Telephone #: _____ Work Telephone #: _____

Cell Telephone #: _____

Occupation: _____ Employer: _____

Health Insurance Provider: _____

Insurance ID/ Auth. #: _____

Plan/Group #: _____

ID#: _____

What concerns have brought you to counseling?

What do you want to see happen as a result of coming here?

Previous Counseling? Y/N

Date

Provider

Issue





John Dury, LPC, LMFT, MAC

Healthy Habits Information

Do you exercise? Y/N

If Yes, how many times per week? _____

How often do you drink alcohol?

A) About once a month B) 2 to 3 times per month C) 2 to 3 times per week

D) Once a day or more E) I do not drink at all

Do you smoke cigarettes on a daily basis? Y/N

Preferred Communication

My preferred method of receiving communication is: _____ cell phone _____ text message _____ email

I can receive confidential voicemail on the cell phone number on file : _____ yes
_____ no

Client Signature

Date





John Dury, LPC, LMFT, MAC

Affidavit of Understanding

I agree that I have received, read and understand the following documents contained in the Mountain Park Counseling Center (MPCC) intake paperwork packet:

- MPCC HIPAA Disclosure Statement
- MPCC Informed Consent/TeleMental Health Agreement/Statement of Client's Rights/Cancellation Policy
- MPCC Billing & Credit Card File Information Policy
- MPCC Notice of Privacy Practices

This affidavit was signed by: _____
(PRINT NAME PLEASE)

Signature: _____ Date: _____

Witness: _____ Date: _____





John Dury, LPC, LMFT, MAC

HIPAA Compliance Client Consent Form

Our Notice of Privacy Practices provides information about how we may use or disclose protected health information.

The notice contains a patient’s rights section describing your rights under the law. You ascertain that by your signature that you have reviewed our notice before signing this consent.

The terms of the notice may change, if so, you will be notified at your next visit to update your signature/date. You have the right to restrict how your protected health information is used and disclosed for treatment, payment or healthcare operations. We are not required to agree with this restriction, but if we do, we shall honor this agreement. The HIPAA (Health Insurance Portability and Accountability Act of 1996) law allows for the use of the information for treatment, payment, or healthcare operations.

By signing this form, you consent to our use and disclosure of your protected healthcare information and potentially anonymous usage in a publication. You have the right to revoke this consent in writing, signed by you. However, such a revocation will not be retroactive.

By signing this form, I understand that:

- Protected health information may be disclosed or used for treatment, payment, or healthcare operations.
- The practice reserves the right to change the privacy policy as allowed by law.
- The practice has the right to restrict the use of the information but the practice does not have to agree to those restrictions.
- The patient has the right to revoke this consent in writing at any time and all full disclosures will then cease.
- The practice may condition receipt of treatment upon execution of this consent.

May we phone, email, or send a text to you to confirm appointments? YES NO
May we leave a message on your answering machine at home or on your cell phone? YES NO

This consent was signed by: _____
(PRINT NAME PLEASE)

Signature: _____ Date: _____

Witness: _____ Date: _____





John Dury, LPC, LMFT, MAC

Billing & Credit Card File Information Policy

I agree grant Mountain Park Counseling Center (MPCC) permission to bill my credit card payment information (credit/debit, EFT) kept on file in the secure electronic payment system MyClientsPlus (detailed information available upon request). Charges will be submitted following each service provided.

Circle One:

- Visa
- Mastercard
- EFT

Client Name as it appears on Credit Card _____

Credit Card Number _____

Date of Expiration _____

CCV _____

Address Associated with Credit Card _____

Street Address

City State Zip Code





John Dury, LPC, LMFT, MAC

MPCC Notice of Privacy Practices

Effective July 11, 2019

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

1. **PURPOSE:** Mountain Park Counseling Center (MPCC follows the privacy practices described in this Notice. MPCC keeps your mental health information in records that will be maintained and protected in a confidential manner, as required by law. Please note that in order to provide you with the best possible care and treatment, all professional staff involved in your treatment and employees involved in the health care operations of the agency have access to your records.
2. **WHAT ARE TREATMENT and HEALTH CARE OPERATIONS?** Your treatment includes sharing information among mental health care providers who are involved in your treatment. Treatment records may be reviewed as part an on-going process directed toward assuring the quality of MPCC operations.
3. **HOW WILL MPCC USE MY PROTECTED HEALTH INFORMATION (PHI)?**

Your personal mental health record will be retained by MPCC for at least seven years after your last clinical contact with the agency. After that time has elapsed, the record will be shredded or otherwise destroyed in a way that protects your privacy.

- a. Until the records are destroyed they may be used, unless you ask for restrictions on a specific use or disclosure, for the following purposes: Appointment reminders;
- b. Notification when an appointment is cancelled or rescheduled by the Center;
- c. As may be required by law;
- d. For public health purposes such as reporting of child or elder abuse or neglect; reporting reactions to medications; infectious disease control; notifying authorities of suspected abuse, neglect, or domestic violence (if you agree or as required by law);
- e. Mental health oversight activities, e.g., audits, inspections or investigations of administration and management of MPCC;
- f. Lawsuits and disputes (We will attempt to provide you advance notice of subpoena before disclosing information from your record.);
- g. Law enforcement (e.g., in response to a court order or other legal process) to identify or locate an individual being sought by authorities; about victim of a crime under restricted circumstances; about a death that may be the result of criminal conduct; about criminal conduct that occurred in the Counseling Center; when emergency circumstances occur relating to a crime;
- h. To prevent a serious threat to health or safety;
- i. To carry out treatment and health care operations functions through medical transcription services;
- j. To military command authorities if you are a member of the armed forces or a member of a foreign military authority;
- k. National security and intelligence activities;
- l. Protection of the President or other authorized persons for foreign heads of state, or to conduct special investigations.
- m. To support the operations and functioning of MPCC. All business associates (e.g., electronic health record vendor) connected to MPCC are obligated to protect the privacy and security of your PHI and may not use or disclose your PHI other than as specified in our agreements with them.
- n. Alcohol and drug abuse information has special privacy protections. The MPCC discloses limited information about alcohol and drug abuse to MPCC providers if deemed appropriate for student safety and continuity of care (see above for description of collaboration between MPCC and MPCC). Otherwise, MPCC will not disclose any mental health or medical information relating to a client's substance abuse treatment unless: (i) the client consents in writing; (ii) a court order requires disclosure of the information; (iii) medical personnel need the information to meet a medical emergency; (iv) qualified personnel use the information for the purpose of conducting

www.mountainparkcounseling.com (770) 882-3040

_____ (Initial Here)





John Dury, LPC, LMFT, MAC

research, management audits, or program evaluation; or (v) it is necessary to report a crime or a threat to commit a crime or to report abuse or neglect as required by law.

- 4. **YOUR AUTHORIZATION IS REQUIRED FOR OTHER DISCLOSURES.** Except as described previously, we will not use or disclose information from your record unless you authorize (permit) in writing the Counseling Center to do so. You may revoke your permission, which will be effective only after the date of your written revocation.

_____ (Initial Here)

- 5. **YOU HAVE RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION (PHI).** You have the following rights regarding your health information, provided that you make a written request to invoke the right to MPCC.
a. Right to request restriction. You may request limitations on your mental health information we may disclose, but we are not required to agree to your request. If we agree, we will comply with your request unless the information is needed to provide you with emergency treatment. Right to confidential communications. You may request communications in a certain way or at a certain location, but you must specify how or where you wish to be contacted.
b. Right to inspect and copy. You have the right to inspect and copy your mental health information regarding decisions about your care. We may charge a fee for copying, mailing, and supplies. Under limited circumstances, your request may be denied; you may request review of the denial by another licensed mental health professional chosen by MPCC. The MPCC will comply with the outcome of the review.
c. Right to an electronic copy of mental health records. If your PHI is maintained in an electronic format (known as an electronic health record), you have the right to request that an electronic copy of your record be given to you or another individual or entity. We will make every effort to provide access to your PHI in the form or format you request, if it is readily producible in that form or format. If it is not readily producible in the form or format you request, your record will be provided in either our standard electronic format, or, if you do not want this format, as a readable hard copy. We may charge a fee for transmitting the electronic health record.
d. Right to request a clarification of record. If you believe that the information we have about you is incorrect or incomplete you may ask to add clarifying information. The MPCC is not required to accept the information that you propose.
e. Right to accounting of disclosures. You may request a list of the disclosures of your mental health information that have been made to persons or entities other than for treatment or health care operations. Right to receive notice of a breach. You have the right to be notified upon a breach of any of your unsecured PHI.
f. Right to a copy of this Notice. You may request a paper copy of this Notice at any time, even if you have been provided with an electronic copy.
6. **COMPLAINTS.**

If you believe your privacy rights have been violated, you may file a complaint with MPCC. You will not be penalized or retaliated against in any way for filing a complaint.

Contact: Call MPCC and ask to speak to John Dury at (770) 882-3040 if:

- o you have a complaint;
o you have any questions about this notice
o you wish to obtain any of the forms mentioned to exercise your individual rights described above.

Client/Legal Guardian Signature Printed Name Date

MPCC Staff Signature Printed Name Date

www.mountainparkcounseling.com (770) 882-3040 _____ (Initial Here)

