

PLEASE COMPLETE AND RETURN THE LAST PAGE TO DR. PADDOCK

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## **PSYCHOTHERAPIST/PSYCHOANALYST-PATIENT SERVICES AGREEMENT**

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Welcome to my practice.

This Agreement contains important information about me, my professional services, and my business policies. It also contains summary information about the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and patient rights with regard to the use and disclosure of your Protected Health Information (PHI) used for the purpose of treatment, payment, and health care operations. HIPAA requires that I provide you with a Notice of Privacy Practices for use and disclosure of PHI for treatment, payment and health care operations. The Notice, which is attached to this Agreement, explains HIPAA and its application to your personal health information in greater detail. You may revoke this Agreement in writing at any time.

### **CREDENTIALS**

I received my Ph.D. (1982) and MA (1981) in Clinical Psychology from Emory University, and graduated *cum laude* with Highest Honors in Psychology from Williams College (1977).

I am:

- Licensed currently to practice in five jurisdictions (DC PSY1001127; GA PSY000911; NM #1085; NY #017989; TN #3518);
- Association of State & Provincial Psychology Boards (ASPPB), Authority to Practice Interjurisdictional Telepsychology (APIT Mobility #5230);
  - Participating states: <https://psypact.site-ym.com/page/psypactmap>
- Certified in Clinical Psychology by the American Board of Professional Psychology (ABClinP #5973);
- A member of the National Register of Health Service Psychologists (#41589)
- Certified in:
  - Psychoanalysis by the Institute of Contemporary Psychotherapy and Psychoanalysis (ICP+P).;
  - Cognitive-Behavioral Therapy for the Chronic Depressions (CBASP);
  - Birkman Method (Master Certification).

## APPROACH AND THEORETICAL INFLUENCES

My approach working with patients is collaborative and relational, characterized by an inquiring spirit and oriented by what *you* want to be different, and based on state-of-the-art theoretical models, so that you can successfully define and construct a path toward the life you want. I have been most influenced by:

- Clinical and empirical research that supports the notion of constructing, together with my patient, a therapeutic alliance based on empathic attunement, mutuality, and respect;
- Contemporary psychoanalytic models and Lorna Smith Benjamin's Interpersonal Reconstructive Therapy to help people understand that the ways they relate to others come from lived experience, but that some of those learned patterns may not work any longer;
- James P. McCullough's Cognitive Behavioral Analysis Systems Psychotherapy, an empirically validated cognitive-behavioral approach to helping people more effectively manage problematic situations with others.

Put another way, while the current standard of care for psychoanalysis/psychotherapy requires practitioners to provide a diagnosis for their patients consistent with the *Diagnostic and Statistical Manual of Mental Disorders – 5<sup>th</sup> Edition (DSM-5)*, I find more useful orienting our work toward helping you answer the following question:

***Why does it make sense that I am having these set of problems with these people in those situations right now in my life, and what can I do to be more effective and satisfied in these relationships.***

## INTAKE PROCESS

The initial intake process typically spans three appointments. This three-appointment process serves to jump-start our work together. Your initial appointment is called an Intake Evaluation. We discuss your immediate concerns, problems, and reasons for seeking my professional consultation at this time, and I obtain historical and other background information.

Second, you complete a few scientifically validated assessment instruments concerning your beliefs, experiences, thoughts and feelings

Third, after analyzing the data, we meet to review the findings together, with the broad objective of better understanding what brought you to my office. Together we devise goals for a therapeutic plan and determine the frequency of sessions going forward.

While I do not believe the subjective experiences (one's inner state) of a person can be completely described by responses on psychological assessment tools, my experience, both as a clinician and researcher, has taught me the value of gathering this kind of information.

- Your responses allow me to "measure" the nature and extent of your concerns and problems. Based on these findings, I am able to consult the research literature and formulate additional hypotheses in

my effort to better understand the origins of your current difficulties. Particularly important, these data enable us to better collaborate and formulate an effective treatment plan *together*.

- Scores on these measures are often helpful to patients because they provide an emotional vocabulary putting words to feelings, thoughts, attitudes, and characteristic patterns of behavior that are frequently difficult to express clearly upon initial intake.
- Results from many of the assessment instruments can be used to monitor progress toward obtaining goals we mutually set for your treatment.
- Finally, when we finish our work together, as part of the ending process, I often request clients to repeat these measures. Findings often give people an objective picture to go along with their subjective sense of the ways in which they have changed through our mutual efforts.

## **PSYCHOTHERAPY**

I expect to make our professional contact one where you receive the maximum benefit, relief from painful symptoms or feelings, more rewarding interpersonal relationships, and a greater feeling of direction and control in your life. I also encourage you to learn as much as you can about the nature of and processes involved in psychotherapy (toward this end, I can refer you to any number of books), especially the procedures used and possible effects of personal counseling. Patients tend to seek psychotherapy to ameliorate anxiety, depression, problems regulating feelings, behavior, and thoughts, as well as chronic difficulties in their relationships or career functioning. Psychotherapy – especially using techniques of cognitive-behavior therapy – can help the patient learn to target their specific difficulties and learn more effective ways to cope in problematic and stressful situations.

However, I want you to know that in psychotherapy one may experience intense and unwanted feelings, such as sadness, anger, fear, guilt or anxiety. These feelings are natural, expected, and frequently are an important part of the therapeutic process of getting more in charge of your life, to live your life on your terms. Other effects of therapy may include: recalling unpleasant life events; facing unpleasant thoughts and beliefs; increased awareness of feelings, values, and experiences; alteration of your ability or desire to deal effectively and harmoniously with others in relationships for a period of time. In addition, sometimes people make major life decisions while in therapy: e.g., decisions involving separation within families; development of other types of relationships; changing employment settings; changing lifestyles. These choices are legitimate outcomes of the therapy experience, resulting from an individual's calling into question many of his or her characteristic habits, attitudes and values.

## **PSYCHOANALYSIS**

Psychoanalysis involves a greater time and financial commitment (often, meeting multiple times per week), and is sought by patients for whom other approaches have just not worked to their satisfaction or where they desire a more in-depth exploration and understanding of their maladaptive patterns as well as their strengths.

- As I practice it, psychoanalysis is about patients understanding how behavior can be hampered or hindered (or kept maladaptive) by motivations out of awareness, and that once explored and understood can be directed in more personally rewarding ways.

- As I practice it, psychoanalysis is about taking a comprehensive look at why patients' ways of organizing interpersonal experience make sense (given their lived experience) but also about helping cultivate and fertilize each patient's growing edge – in particular, their strengths and personal areas of resilience.
- As I practice it, psychoanalysis is particularly characterized by *sustained empathic inquiry* into the ways in which the patients construe moment-to-moment experience, and how these organizing patterns emerge naturally from lived experience and manifest in relationship with the psychoanalyst. This involves listening to the patients from their own frame of reference as well as from the vantage point of others in relationship to patients.
- As I practice it, psychoanalysis is about us making sense together of experience, and collaborating to create *together* a relationship and alliance where each patient has the sense of being deeply heard, understood, and de-pathologized.

## REGARDING MEDICATION

Research shows that for some types of problems in living, people benefit from medication (e.g., for depression, attentional problems, acute anxiety and/or panic). **As a psychologist, I am not licensed to prescribe medications.** However, I have established a number of collaborative relationships with psychiatric physicians who are experts in psychopharmacology. On occasion, I ask these physicians to evaluate my patients for medication when such an assessment fits the goals you and I have set out to accomplish. Without question, the research literature shows that medication can be a useful **adjunct** to psychotherapy/psychoanalysis in some - not all - cases. I look at it this way. To quote a well-known clinical psychologist, the most important question I can ask as we begin working together is:

**“What treatment, by whom, is most effective for you with that specific problem, under those set of circumstances, and how does it manifest?”**

Therefore, if I think that it would be useful for you to explore the extent to which medication could help defragment the ‘hard drive’ of your brain and open a window of opportunity for you to learn new behavior and thinking patterns (akin to developing new software) more quickly, I will not hesitate to make a recommendation for such an evaluation. Again, this is a decision we need to consider carefully and in a *collaborative* manner. One client put it best, as far as I'm concerned: "Medications get me to the tee, but I still have to learn how to hit the ball." That, in a nutshell, is my approach to integrating medication with psychotherapy/psychoanalysis, when it is the standard of care in my profession to do so.

## NON-ELECTRONIC COMMUNICATION

My office hardwired telephone line 404-874-3498 rolls to confidential voicemail. I typically respond within 24 hours. My office address is: 1708 Peachtree ST NW, STE 400, Atlanta, GA 30309-7022. My hardwired fax is: 404-874-8305.

## **ELECTRONIC TELEHEALTH**

I offer psychotherapy/psychoanalysis sessions via a secure, HIPAA compliant, confidential video platform.

Telehealth refers to providing psychotherapy services remotely using electronic telecommunications technologies, video conferencing (cellular or hard-wired) or telephone (cellular or hard-wired). This service may be more convenient because we do not have to be physically in the same location. Most research shows telehealth is about as effective as in-person psychotherapy.

We may begin our work together through telehealth, or periodically use telehealth to maintain continuity of our work together, depending on travel, social distance or health requirements.

To maintain confidentiality, I will conduct telehealth sessions from my office, however if I am away from my office I will take reasonable steps to ensure privacy. It is important for you to find a private place for our session where you feel comfortable with the confidentiality in a room or area where other people are not present and cannot overhear our conversation.

Assessing crisis or emergency situations may be more difficult during telehealth sessions; therefore, for telehealth sessions you need to indicate at each session (a) the address where you are located and (b) names of two emergency contacts.

Telehealth sessions are subject to the universal cellular and internet technology service constraints (e.g. slow service or service interruptions). If there is a service interruption during our telehealth session, I will make reasonable attempts to reconnect, and also contact you by email, text message or phone to follow-up. You are solely responsible for any cost to you to obtain any necessary equipment, accessories, or software to take part in telepsychology.

Telehealth sessions are not recorded. We will decide together which kind of telehealth service to use.

***If you agree to work electronically through telehealth services, you must also agree to electronic communication in the following section, and indicate so by checking the appropriate boxes on the last page of this Agreement.***

## **ELECTRONIC COMMUNICATION**

Increasingly email and text message are preferred methods of communication. Again, I typically respond within 24 hours. Electronic modes of communication may put privacy at risk. I have a legal and ethical responsibility to make my best efforts to protect all professional communications; however, you must be aware that I cannot guarantee the confidentiality of any information communicated by email or text message. Therefore, I will not discuss any clinical information by email or text message and prefer that you do not either. Electronic modes of communication are only for administrative purposes, such as scheduling or changing appointments and billing matters. Please do not email or text message about clinical matters.

My devices and service providers are name brand, top tier and secure, and I have an on-call IT professional, in a formal HIPAA compliant business relationship, who regularly updates and maintains

my digital systems. I use updated encryption methods, firewalls, and backup systems to help keep your information private, but outside of my intra-network, there is a risk that our electronic communications may be compromised, unsecured, or accessed by others. You should take reasonable steps to ensure the security of your communication devices and services (for example, only use secure networks and have passwords protecting each device).

**SOCIAL MEDIA.** I do not communicate with, or contact, any of my patients through social media platforms (e.g. Facebook, Twitter, Instagram). In addition, if I discover that I have accidentally established an online relationship with you, I will cancel that relationship. These types of casual social contacts can create significant security risks for you.

I may participate on various social networks, but not in my professional capacity. If you have an online presence, there is a possibility that you may encounter me by accident. If that occurs, please discuss it with me during our time together. I believe that any communications with patients online have a high potential to compromise the professional relationship. In addition, please do not try to contact me in this way. I will not respond and will terminate any online contact no matter how accidental.

**WEBSITE.** I have a website ([www.johnrpaddockphd.com](http://www.johnrpaddockphd.com)). I use it for professional reasons to provide information to others about me and my practice. If you have questions about it, we should discuss this during your therapy sessions.

**WEB SEARCHES.** I will not use web searches to gather information about you without your permission. I believe that this violates your privacy rights; however, I understand that you might choose to gather information about me in this way. In this day and age there is an incredible amount of information available about individuals on the internet, much of which may actually be known to that person and some of which may be inaccurate or unknown. If you encounter any information about me through web searches, or in any other fashion for that matter, please discuss this with me during our time together so that we can deal with it and its potential impact on your treatment.

Recently it has become fashionable for clients to review their health care provider on various websites. Unfortunately, mental health professionals cannot respond to such comments and related errors because of confidentiality restrictions. If you encounter such reviews of me or any professional with whom you are working, please share it with me so we can discuss it and its potential impact on your therapy. Please do not rate my work with you while we are in treatment together on any of these websites, because it may damage our ability to work together.

***If you agree to electronic communication between us as described above, please check the box next to ELECTRONIC COMMUNICATION on the last page when signing this Agreement.***

***Please note: If you do not agree to ELECTRONIC COMMUNICATION, I cannot provide Telehealth services.***

## **FEES**

My hourly fee is \$300.00 (therapy/analytic hour is 45 minutes), which is due and payable at our

appointment. Special financial arrangements are possible (e.g., monthly billing or sliding fee scale<sup>1</sup>), but must be agreed upon prior to beginning our work together. I charge this rate for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include report writing, telephone conversations, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

Please note that the INTAKE PROCESS described above is two ninety-minute sessions plus the cost of assessments (ranges approximately \$1700-1800).

## **PAYMENT**

Payment is required at the time of your appointment. For payments I use a secure HIPAA compliant digital app (Ivy Pay) which allows me to accept VISA, MasterCard, American Express, and Discover. For the first session, I text your mobile device that cues you to enter a credit or debit card to pay for your appointment. Ivy Pay securely maintains your credit card information that I charge for future payments.

I provide statements for insurance or tax purposes at the end of each month or annually at your convenience.

## **INSURANCE AND MEDICARE**

In order for us to set realistic treatment goals and priorities, it is important to evaluate what resources you have available to pay for your treatment.

I do not file insurance, nor am I a participating provider for any insurance company and Medicare; however, I will provide you with the medical billing statement containing all the proper coding for your filing with your insurance carrier for out-of-network reimbursements paid directly to you.

I do not accept deferred payment by your insurance carrier.

If you choose to file for out-of-network reimbursement, please be aware your insurance carrier may request information regarding our work together. I will follow HIPAA guidelines to release only the information that you permit me to convey to the insurance carrier. Though insurance companies claim to keep such information confidential, I have no control over what they do with it once it is in their hands. By signing this Agreement, you agree that I may provide requested information to your Insurance Carrier if you choose to file for reimbursement.

## **CANCELLATIONS**

Once an appointment is scheduled, I expect you to pay for it unless you provide 24 hours advance notice of cancellation, unless we both agree that you were unable to attend due to circumstances beyond your control.

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<sup>1</sup>As a member of the American Psychological Association, the Code of Ethics to which I subscribe requires that I do some pro bono or reduced fee work. Accordingly, in my practice I have several sliding scale fee 'slots' available. Fees are based on a published schedule that systematically discounts my fee depending upon number of dependents and gross income.

Please be aware that appointment 'no-shows' are also billed at my hourly rate. Finally, note **that in the event that I need to cancel and reschedule an appointment with you, and give you less than 24 hours' notice, there will be no charge for the next session.**

## **EMERGENCY CONTACT INFORMATION**

**If you have an emergency need to speak with me, I prefer you call my hardwired telephone line 404-874-3498, press zero [0] when you reach voice mail indicating EMERGENCY, an operator will answer and take your contact information. The operator will reach me or the psychologist on-call for me to return your call as soon as possible. If you email or text message, please clearly state that you have an emergency (though you do not need to state the nature of the crisis). I will do my best to respond as quickly as possible.**

If you are unable to reach me and feel that you cannot wait for me to return your call, contact your family physician or the nearest emergency room and ask for the psychologist [psychiatrist] on call. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

## **TERMINATION OF PSYCHOTHERAPY/PSYCHOANALYSIS**

Typically, psychotherapy/psychoanalysis ends once agreed upon treatment goals have been obtained. Should you decide our work is (for whatever reason) not helping you reach your objectives, then certainly you may choose to end. I request that you do not make this decision precipitously, and instead discuss your feelings and thoughts in this regard with me straightforwardly. If, following our discussion, you decide to end, I strongly suggest that you allow a minimum of seven days so that a final ending session or sessions may be scheduled to explore the reasons for termination. The actual process of ending psychotherapy can be a constructive and useful process. If any referral is warranted, I will make it at that time, usually to three local practitioners.

## **LIMITS ON CONFIDENTIALITY**

The law protects the privacy of all communications between a patient and a psychologist. In most situations, I can only release information about your treatment to others if you sign a written Authorization form that meets certain legal requirements imposed by HIPAA. There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:

- I may occasionally find it helpful to consult other health and mental health professionals about you. During a consultation, I do not reveal your identity. Professionals consulted are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your Clinical Record (which is called "PHI" in my Notice of Psychologist's Policies and Practices to Protect the Privacy of Your Health Information);
- Disclosures required by health insurers if you are filing for insurance reimbursement (explained above);



- If you threaten to harm yourself or others, I may be obligated to seek hospitalization for you or to contact family members or others who can help provide protection.

There are some situations where I am permitted or required to disclose information *without* either your consent or authorization:

- If you are involved in a court proceeding, a court order may force me to release information. I would initially invoke psychologist-patient privilege to attempt to protect your privacy. However, a court may compel me to comply even if I invoke privilege. If you are involved in or contemplating litigation, you should consult with your attorney to determine whether a court would be likely to order me to disclose information, and then I encourage you to discuss this situation with me;
- If a government agency is requesting the information for health oversight activities, I may be required to provide it for them;
- If you file a complaint or lawsuit against me, I may disclose relevant information in order to defend myself;
- If you file a worker's compensation claim, and I am providing treatment related to the claim, I must, upon appropriate request, furnish copies of all medical reports and bills.

There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect you or others from harm and I may have to reveal some information about your treatment. These situations are unusual in my practice:

- If I have reason to believe a child has been abused, the law requires I file a report with the appropriate governmental agency, usually the Department of Human Resources. Once such a report is filed, I may be required to provide additional information;
- If I have reasonable cause to believe a disabled adult or elder person has had a physical injury or injuries inflicted upon such disabled adult or elder person, other than by accidental means, or has been neglected or exploited, I must report to an agency designated by the Department of Human Resources. Once such a report is filed, I may be required to provide additional information;
- If I determine that you present a serious danger of violence to another, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization;
- If I determine that you represent a serious danger of self-harm, I may be required to take protective actions, which may include notifying your emergency contact, contacting the police, or seeking hospitalization for you.

If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

## **PROFESSIONAL RECORDS**

Pursuant to HIPAA, I keep Protected Health Information (PHI) about you in two sets of professional records. One set constitutes your Clinical Record, the other Psychotherapy Notes.

The Clinical Record includes all billing information, dates of services and demographics therein, your reasons for seeking therapy, assessment results, a description of the ways in which your problem impacts on your life, your diagnosis, the goals that we set for treatment, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, and any reports that have been sent to anyone, including reports to your insurance carrier. Except in unusual circumstances that involve danger to yourself or others you or your legal representative may examine and/or receive a copy of your Clinical Record, if requested in writing. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. The exceptions to this policy are contained in the following attached HIPAA Notice Form. If I refuse your request for access to your records, you have a right of review (except for information provided to me confidentially by others), which I will discuss with you upon request.

Psychotherapy notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Psychotherapy Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact on your therapy. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record [and information supplied to me confidentially by others]. These Psychotherapy Notes are kept separate from your Clinical Record. Your Psychotherapy Notes are not available to you and cannot be sent to anyone else, except as described in the Notice of Privacy Practices below, without your written, signed Authorization. Insurance companies cannot require your authorization as a condition of coverage nor penalize you in any way for your refusal to provide it.

## **PATIENT RIGHTS**

HIPAA provides you with several rights with regard to your Clinical Record and disclosures of protected health information (see below). These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of protected health information that you have neither consented to nor authorized; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the attached Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

**Health Insurance Portability and Accountability Act (HIPAA)**  
**NOTICE OF PRIVACY PRACTICES**

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

**I. COMMITMENT TO YOUR PRIVACY:** JOHN R. PADDOCK, PH.D., ABPP, LLC (“PADDOCK”) is dedicated to maintaining the privacy of your protected health information (PHI). PHI is information that may identify you and that relates to your past, present or future physical or mental health condition and related health care services either in paper or electronic format. This Notice of Privacy Practices (“Notice”) is required by law to provide you with the legal duties and the privacy practices that PADDOCK maintains concerning your PHI. It also describes how medical and mental health information may be used and disclosed, as well as your rights regarding your PHI. Please read carefully and discuss any questions or concerns with your therapist.

**II. LEGAL DUTY TO SAFEGUARD YOUR PHI:** By federal and state law, PADDOCK is required to ensure that your PHI is kept private. This Notice explains when, why, and how PADDOCK would use and/or disclose your PHI. Use of PHI means when PADDOCK shares, applies, utilizes, examines, or analyzes information within its practice; PHI is disclosed when PADDOCK releases, transfers, gives, or otherwise reveals it to a third party outside of the PADDOCK. With some exceptions, PADDOCK may not use or disclose more of your PHI than is necessary to accomplish the purpose for which the use or disclosure is made; however, PADDOCK is always legally required to follow the privacy practices described in this Notice.

**III. CHANGES TO THIS NOTICE:** The terms of this notice apply to all records containing your PHI that are created or retained by PADDOCK. Please note that PADDOCK reserves the right to revise or amend this Notice of Privacy Practices. Any revision or amendment will be effective for all of your records that PADDOCK has created or maintained in the past and for any of your records that PADDOCK may create or maintain in the future. PADDOCK will have a copy of the current Notice in the office in a visible location at all times, and you may request a copy of the most current Notice at any time. The date of the latest revision will always be listed at the end of PADDOCK’s Notice of Privacy Practices.

**IV. HOW PADDOCK MAY USE AND DISCLOSE YOUR PHI WITHOUT YOUR AUTHORIZATION:** PADDOCK will not use or disclose your PHI without your written authorization, except as described in this Notice or as described in the “Information, Authorization and Consent to Treatment” document. Below you will find the different categories of possible uses and disclosures without your authorization with some examples.

*1. For Treatment:* PADDOCK may disclose your PHI to physicians, psychiatrists, psychologists, and other licensed health care providers who provide you with health care services or are otherwise involved in your care. Example: If you are also seeing a psychiatrist for medication management, PADDOCK may disclose your PHI to her/him in order to coordinate your care. Except for in an emergency, PADDOCK will always ask for your authorization in writing prior to any such consultation.

2. *For Health Care Operations:* PADDOCK may disclose your PHI to facilitate the efficient and correct operation of its practice, improve your care, and contact you when necessary. Example: We use health information about you to manage your treatment and services.

3. *To Obtain Payment for Treatment:* PADDOCK may use and disclose your PHI to bill and collect payment for the treatment and services PADDOCK provided to you. Example: PADDOCK might send your PHI to your insurance company or managed health care plan in order to get payment for the health care services that have been provided to you. PADDOCK could also provide your PHI to billing companies, claims processing companies, and others that process health care claims for PADDOCK's office if either you or your insurance carrier are not able to stay current with your account. In this latter instance, PADDOCK will always do its best to reconcile this with you first prior to involving any outside agency.

4. *Employees and Business Associates:* There may be instances where services are provided to PADDOCK by an employee or through contracts with a third party (referred to as a "business associate"). Whenever an employee or business associate arrangement involves the use or disclosure of your PHI, PADDOCK will have a written contract that requires the employee or business associate to maintain the same high standards of safeguarding your privacy that is required of PADDOCK.

Note: This state and Federal law provides additional protection for certain types of health information, including alcohol or drug abuse, mental health and AIDS/HIV, and may limit whether and how PADDOCK may disclose information about you to others.

**V. USE AND DISCLOSURE OF YOUR PHI IN CERTAIN SPECIAL CIRCUMSTANCES WITHOUT YOUR AUTHORIZATION:** PADDOCK may use and/or disclose your PHI without your consent or authorization for the following reasons:

1. *Law Enforcement:* Subject to certain conditions, PADDOCK may disclose your PHI when required by federal, state, or local law; judicial, board, or administrative proceedings; or, law enforcement. Example: PADDOCK may make a disclosure to the appropriate officials when a law requires PADDOCK to report information to government agencies, law enforcement personnel and/or in an administrative proceeding.
2. *Lawsuits and Disputes:* PADDOCK may disclose information about you to respond to a court or administrative order or a search warrant. PADDOCK may also disclose information if an arbitrator or arbitration panel compels disclosure, when arbitration is lawfully requested by either party, pursuant to subpoena duces tectum (e.g., a subpoena for mental health records) or any other provision authorizing disclosure in a proceeding before an arbitrator or arbitration panel. PADDOCK will only do this if efforts have been made to tell you about the request and you have been provided an opportunity to object or to obtain an appropriate court order protecting the information requested.
3. *Public Health Risks:* PADDOCK may disclose your PHI to public health or legal authorities charged with preventing or controlling disease, injury, disability, to report births and deaths, and to notify persons who may have been exposed to a disease or at risk for getting or spreading a disease or condition.

4. *Food and Drug Administration (FDA)*: PADDOCK may disclose to the FDA, or persons under the jurisdiction of the FDA, PHI relative to adverse events with respect to drugs, foods, supplements, products and product defects, or post marketing surveillance information to enable product recalls, repairs, or replacement.
5. *Serious Threat to Health or Safety*: PADDOCK may disclose your PHI if you are in such mental or emotional condition as to pose serious and imminent harm to yourself or the person or property of others, and if PADDOCK determines in good faith that disclosure is necessary to prevent the threatened danger. Under these circumstances, PADDOCK may provide PHI to law enforcement personnel or other persons able to prevent or mitigate such a serious and imminent harm to the health or safety of a person or the public.
6. *Minors*: If you are a minor (under 18 years of age), PADDOCK may be compelled to release certain types of information to your parents or guardian in accordance with applicable law.
7. *Abuse and Neglect*: PADDOCK may disclose PHI if mandated by Georgia child, elder, or dependent adult abuse and neglect reporting laws. Example: If PADDOCK has a reasonable suspicion of child abuse or neglect, PADDOCK will report this to the Georgia Department of Child and Family Services.
8. *Coroners, Medical Examiners, and Funeral Directors*: PADDOCK may release PHI about you to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person, determine the cause of death or other duties as authorized by law. PADDOCK may also disclose PHI to funeral directors, consistent with applicable law, to carry out their duties.
9. *Communications with Family, Friends, or Others*: PADDOCK may release your PHI to the person you named in your Durable Power of Attorney for Health Care (if you have one) or to a friend or family member who is your personal representative (i.e., empowered under state or other law to make health-related decisions for you). PADDOCK also may disclose your PHI to a family member or close friend who is involved in your care or payment for your care if (a) you are present and agree to the disclosure, or (b) you are not present or you are not capable of agreeing, and PADDOCK determines that it is in your best interest to disclose the information. In addition, PADDOCK may disclose your PHI to an entity assisting in disaster relief efforts so that your family can be notified about your condition.
10. *Military and Veterans*: If you are a member of the armed forces, PADDOCK may release PHI about you as required by military command authorities. PADDOCK may also release PHI about foreign military personnel to the appropriate military authority.
11. *National Security, Protective Services for the President, and Intelligence Activities*: PADDOCK may release PHI about you to authorized federal officials so they may provide protection to the President, other authorized persons, or foreign heads of state, to conduct special investigations for intelligence, counterintelligence, and other national activities authorized by law.

12. *Correctional Institutions:* If you are or become an inmate of a correctional institution, PADDOCK may disclose PHI to the institution or its agents when necessary for your health or the health and safety of others.
13. *For Research Purposes:* In certain limited circumstances, PADDOCK may use information you have provided for medical/psychological research. The research would need to be approved by an institutional review or privacy board that has examined the research proposal and ascertained that the established protocols have been met to ensure the privacy of your information.
14. *For Workers' Compensation Purposes:* PADDOCK may disclose PHI as permitted or required by state or federal workers' compensation laws.
15. *Appointment Reminders:* PADDOCK is permitted to contact you, without your prior authorization, to provide appointment reminders or information about alternative or other health-related benefits and services that you may need or that may be of interest to you.
16. *Health Oversight Activities:* PADDOCK may disclose health information to a health oversight agency for activities such as audits, investigations, inspections, or licensure of facilities. These activities are necessary for the government to monitor the health care system, government programs and compliance with laws. Example: When compelled by U.S. Secretary of Health and Human Services to investigate or assess PADDOCK's compliance with HIPAA regulations.
17. *Disclosures To HHS:* PADDOCK may disclose your PHI to the United States Department of Health and Human Services ("HHS"), the government agency responsible for overseeing PADDOCK's compliance with federal privacy law and regulations regulating the privacy of PHI.
18. *Incidental Disclosures:* PADDOCK may use or disclose your PHI in a manner which is incidental to the uses and disclosures described in this Notice.
19. *If Disclosure is Otherwise Specifically Required by Law.*
20. *In the Following Cases, PADDOCK Will Never Share Your Information Unless You Give Us Written Permission:* Marketing purposes, sale of your information, most sharing of psychotherapy notes, and fundraising. If we contact you for fundraising efforts, you can tell us not to contact you again.

**VI. USES AND DISCLOSURES OF PSYCHOTHERAPY NOTES:** Psychotherapy notes means notes recorded by the PADDOCK psychotherapist documenting or analyzing the contents of conversation during a private counseling session or a group, joint, or family counseling session and that are separated from the rest of the individual's medical record. Psychotherapy notes excludes medication prescription and monitoring, counseling session start and stop times, the modalities and frequencies of treatment furnished, results of clinical tests, and any summary of the following items: Diagnosis, functional status, the treatment plan, symptoms, prognosis, and progress to date.

PADDOCK uses and discloses psychotherapy notes about you without your authorization only in the following circumstances:

1. *For Treatment:* The PADDOCK psychotherapist may use psychotherapy notes about you to provide you with treatment.
2. *Training Programs:* PADDOCK may use or disclose psychotherapy notes for its own training programs in which students, trainees, or practitioners in mental health learn under supervision to practice or improve their skills in counseling.
3. *Legal Defense:* To defend PADDOCK in a legal action or other proceeding brought by the individual who is the subject of the psychotherapy notes.
4. *As Required by the Secretary:* As required by the Secretary of HHS to investigate or determine PADDOCK'S compliance with HIPAA.
5. *As Required by Law:* As required by law.
6. *Serious Threat to Health or Safety:* PADDOCK may, consistent with applicable law and standards of ethical conduct, use or disclose psychotherapy notes, if PADDOCK, in good faith, believes the use or disclosure is (a) necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public; and (b) made to a person or persons reasonably able to prevent or lessen the threat, including the target of the threat.

**VII. OTHER USES AND DISCLOSURES REQUIRE YOUR PRIOR WRITTEN AUTHORIZATION:** In any other situation not covered by this notice, PADDOCK will ask for your written authorization before using or disclosing medical information about you. If you chose to authorize use or disclosure, you can later revoke that authorization by notifying PADDOCK in writing of your decision. You understand that PADDOCK is unable to take back any disclosures it has already made with your permission, PADDOCK will continue to comply with laws that require certain disclosures, and PADDOCK is required to retain records of the care that its therapists have provided to you.

#### **VIII. RIGHTS YOU HAVE REGARDING YOUR PHI:**

1. *The Right to See and Get Copies of Your PHI either in paper or electronic format:* In general, you have the right to see your PHI that is in PADDOCK'S possession, or to get copies of it; however, you must request it in writing. If PADDOCK does not have your PHI, but knows who does, you will be advised how you can get it. You will receive a response from PADDOCK within 30 days of receiving your written request. Under certain circumstances, PADDOCK may feel it must deny your request, but if it does, PADDOCK will give you, in writing, the reasons for the denial. PADDOCK will also explain your right to have its denial reviewed. If you ask for copies of your PHI, you will be charged a reasonable fee per page and the fees associated with supplies and postage. PADDOCK may see fit to provide you with a summary or explanation of the PHI, but only if you agree to it, as well as to the cost, in advance.

2. *The Right to Request Limits on Uses and Disclosures of Your PHI:* You have the right to ask that PADDOCK limit how it uses and discloses your PHI. While PADDOCK will consider your request, it is not legally bound to agree. If PADDOCK does agree to your request, it will put those limits in writing and abide by them except in emergency situations. If you pay for a service or health care item out-of-pocket in

full, you can ask us not to share that information for the purpose of payment or our operations with your health insurer. You do not have the right to limit the uses and disclosures that PADDOCK is legally required or permitted to make.

3. *The Right to Choose How PADDOCK Sends Your PHI to You:* It is your right to ask that your PHI be sent to you at an alternate address (for example, sending information to your work address rather than your home address) or by an alternate method (for example, via email instead of by regular mail). PADDOCK is obliged to agree to your request providing that it can give you the PHI, in the format you requested, without undue inconvenience.

4. *The Right to Get a List of the Disclosures:* You are entitled to a list of disclosures of your PHI that PADDOCK has made. The list will exclude the following disclosures: (a) disclosures for “treatment,” “payment” or “health care operations”, (b) disclosures to you or pursuant to your authorization, (c) disclosures to family members or close friends involved in your care or in payment for your care; (d) disclosures as part of a data use agreement; and (e) incidental disclosures. The request must be in writing and state the time period desired for the accounting, which must be less than a 6-year period and starting after April 14, 2003. PADDOCK will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list will include the date of the disclosure, the recipient of the disclosure (including address, if known), a description of the information disclosed, and the reason for the disclosure. PADDOCK will provide the list to you at no cost, unless you make more than one request in the same year, in which case it will charge you a reasonable sum based on a set fee for each additional request. If there will be a charge, the Privacy Official will first contact you to determine whether you wish to modify or withdraw your request.

5. *The Right to Choose Someone to Act for You:* If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

6. *The Right to Amend Your PHI:* If you believe that there is some error in your PHI or that important information has been omitted, it is your right to request that PADDOCK correct the existing information or add the missing information. Your request and the reason for the request must be made in writing. You will receive a response within 60 days of PADDOCK’s receipt of your request. PADDOCK may deny your request. Denial must be in writing and must state the reasons for the denial. It must also explain your right to file a written statement objecting to the denial. If you do not file a written objection, you still have the right to ask that your request and PADDOCK’s denial will be attached to any future disclosures of your PHI. If PADDOCK approves your request, it will make the change(s) to your PHI. Additionally, PADDOCK will tell you that the changes have been made and will advise all others who need to know about the change(s) to your PHI.

7. *The Right to Get This Notice by Email:* You have the right to get this notice by email. You have the right to request a paper copy of it as well.

8. *Submit all Written Requests: Submit to PADDOCK’s Director and Privacy Officer at the address listed on top of page one of this document.*



**IX. COMPLAINTS:** If you are concerned your privacy rights may have been violated, or if you object to a decision PADDOCK made about access to your PHI, you are entitled to file a complaint. Submit the complaint to the address listed on top of page one of this document. You may also send a written complaint to the Secretary of the Department of Health and Human Services Office of Civil Rights. PADDOCK will provide you with the address. Under no circumstances will you be penalized or retaliated against for filing a complaint.

Please discuss any questions or concerns with PA06DDOCK. Your signature on the “Information, Authorization, and Consent to Treatment” (provided to you separately) indicates that you have read and understood this document.

**X. PADDOCK's RESPONSIBILITIES:** We are required by law to maintain the privacy and security of your PHI. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information. We must follow the duties and privacy practices described in this notice and give you a copy of it. We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

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**PSYCHOTHERAPIST/PSYCHOANALYST-PATIENT SERVICES AGREEMENT**

**CHECK LIST AND SIGNATURE SHEET**

Please check each item below to indicate that you have read, carefully understood and agree with each item in the PSYCHOTHERAPIST-PATIENT SERVICE AGREEMENT:

- Credentials
- Approach & Theoretical Influences
- Intake Process
- Psychotherapy
- Psychoanalysis
- Medication
- Non-Electronic Communication
- \*Electronic Telehealth (*if you agree to this, you must agree to Electronic Communication also*)
- \*Electronic Communication
- Fees
- Payment
- Insurance and Medicare
- Cancellations
- Emergency Contact Procedures
- Termination of Psychotherapy
- Limits of Confidentiality
- Professional Records
- Patient Rights
- HIPAA Notice of Privacy Practices

**CONSENT AGREEMENT**

*I have read, agreed to, and checked off each of the previous sections. I have asked questions about any parts that I did not understand fully. I have also asked questions about any parts that I was concerned about. By signing below, I indicate that I understand and agree to each of the points listed above.*

\_\_\_\_\_  
*Please Print Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Today's Date*

\_\_\_\_\_  
*Witness Print Name*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Today's Date*

**PLEASE RETURN THIS PAGE TO DR. PADDOCK**