

## Your Personal Information with

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Please read this notice describing how I handle information about you in compliance with state and federal law, and describing your access to this information.

### I. General Consent

With your signature on the Psychotherapy Agreement, you give me your general consent for treatment, which includes your permission for me to *use* or *disclose information (info)* about you for the purposes of *payment, treatment, and operations*.

Some clarifications:

<i>Information (Info)</i>	means information I keep that could identify you.
<i>Treatment</i>	means when I provide, coordinate, or manage your care. This includes activities such as consulting with your physician or another treatment professional. If I choose to consult with a colleague regarding your case, I do not reveal your identity and will note these consultations in your record.
<i>Payment</i>	means when I disclose your <i>info</i> to obtain reimbursement, such as to your health insurer to determine coverage or for payment.
<i>Operations</i>	refers to the activities of operating my practice and business-related matters. My office manager, and my accountant on very rare occasions, may have limited access to your <i>info</i> . Both have been trained about protecting your privacy.
<i>Use</i>	means using your <i>info</i> only within my office.
<i>Disclose</i>	means providing your <i>info</i> to others outside of my office.
<i>Record</i>	refers to the file of all the information I keep for managing your therapy except for <i>psychotherapy notes</i> . Examples include the intake paperwork, billing and insurance documents, a diagnosis, and goals for treatment.
<i>Psychotherapy Notes</i>	refers to notes I have made about our conversations for my own use in your treatment. I keep these notes separate from your record and under greater protection.

## II. Authorization

An *authorization* is your signed, written permission which permits only specific disclosures above and beyond the general consent. When I am asked for *info* for purposes outside of *payment, treatment, or operations*, I will obtain an *authorization* before releasing this information from your *record* or from my *psychotherapy notes*. You may revoke an *authorization* at any time, provided your revocation is in writing. However, you may not revoke an *authorization* to the extent that (1) I have relied on it; or (2) it was obtained as a condition for insurance coverage and law gives the insurer the right to contest the claim. Insurance companies may request *info* from your *record* but not from *psychotherapy notes* without your *authorization*.

## III. Uses and Disclosures Without Consent or Authorization

I may *use* or *disclose* your *info* without your consent or *authorization* in the following circumstances:

*Child Abuse.* I am required to report to the appropriate authorities when I have reasonable grounds to believe that a minor is or has been the victim of neglect or physical and/or sexual abuse.

*Adult and Domestic Abuse.* If I have the responsibility for the care of an incapacitated or vulnerable adult, I am required to report to authorities when I have a reasonable basis to believe that abuse or neglect has occurred or that exploitation of the adult's property has occurred.

*Health Oversight Activities.* If the Arizona Board of Behavioral Health Examiners is conducting an investigation, I may be required to *disclose* your *info* to them.

*Judicial and Administrative Proceedings.* If you are involved in a court proceeding and a request is made for records and/or information about our work together, such information is privileged under state law and I will not release it without your written *authorization*, or that of your legally appointed representative, or a court order. If a patient files a complaint or lawsuit against me, I may *disclose* relevant *info* in order to defend myself.

*Serious Threat to Health or Safety.* If you communicate to me an explicit threat of imminent serious physical harm or death to a clearly identifiable victim (or victims) and I believe you have the intent and ability to carry out such a threat, I have a duty to take reasonable precautions to prevent the harm from occurring. This may include *disclosing info* to the potential victim and/or to the police, and to initiate the appropriate hospitalization procedures. If I believe that there is an imminent risk that you will inflict serious harm on yourself, I may *disclose info* in order to protect you.

*Worker's Compensation.* I may *disclose* your *info* as authorized by and to the extent necessary to comply with laws relating to worker's compensation or other similar programs that provide benefits for work-related injuries or illnesses.

#### **IV. Your Rights and My Duties**

- Your right* to request restrictions on my *uses* and *disclosures* of your *info*. However, I am not required to agree to it.
- Your right* to request and receive confidential *info* by alternative means and locations. For example, if you want your bill sent to another address so that a family member will not know that you're seeing me.
- Your right* to inspect or receive a copy of your *record* as long as I am keeping one. There are some circumstances under which I may deny this, and in some cases you may have the denial reviewed. If you'd like, I will discuss these details with you.
- Your right* to request to see my *psychotherapy notes*. However, I am not obligated to agree to it.
- Your right* to request a change to your *record* as long as I am keeping one. I may deny this request. If you'd like, I will discuss these details with you.
- Your right* to receive documentation of *disclosures* of your *info*. If you'd like, I will discuss these details with you.
- Your right* to receive paper copies of this notice and of any of our agreements.
- Your right* to fully discuss with me any questions or concerns you have regarding confidentiality and your personal information.
- My duty* by law to maintain the privacy of your *info* and to provide this notice of my policies and procedures for doing so.
- My duty* to abide by these terms regarding your *info*. I do have the right to change privacy policies if I notify you.
- My duty* that if I revise my *info* policies and procedures, to provide you a revised notice. I will do this at one of our regular appointments or by mail.

## **V. Complaints**

If you are concerned that I have violated your privacy rights, or you disagree with my decision about access to your *record*, please let me know. If you feel unsatisfied with our resolution or want further input you may contact the Arizona Board of Behavioral Health Examiners. I can provide you with the contact information upon request.

## **VI. Minors and Parents**

Patients under 18 years of age who are not emancipated and their parents should be aware that the law may allow parents to examine their child's *record*. Because privacy in psychotherapy is often crucial to successful progress, particularly with teenagers, it is sometimes my policy to request an agreement from parents that they give up their access. If they agree, during treatment I will provide them only with general information about the progress of the child's treatment, and his/her attendance at scheduled sessions. I will also provide parents with a summary of their child's treatment when it is complete. Any other communication will require the child's *authorization*, unless I feel that the child is in danger or presents a danger to someone else. In that case, I will notify the parent(s) of my concern. Before giving parents any *info*, I will discuss the matter with the child, if possible, and do my best to handle objections that he/she may have.

## **VII. Minimum Necessary Requirement**

Under circumstances of *disclosure* of your *info* I will make every effort to release only the minimum *info* about you that is necessary for the requested purpose. Be aware that your contract with your health insurance company requires that I provide it with *info* about you, including a clinical diagnosis. Sometimes I am required to provide treatment plans, summaries, or the entire *record*. This *info* will become part of the insurance company's files. Although they claim to keep it confidential, I have no control over your information once they have it. I will provide you with a copy of any report I submit if you request it. Your insurance company cannot require access to my *psychotherapy notes* as a condition of coverage.

## **VIII. Record Storage, Access, and Disposition**

While you are an active client, your *record* and my *psychotherapy notes* are kept in locked storage at my office. Once you are inactive as a client these records are transferred to a secure storage site separate from my office. The records will be maintained and securely stored for seven years from the date of and last activity as a client. After seven years, your *record* and my *psychotherapy notes* will be destroyed using a commercial shredding company licensed to properly handle secure confidential records.

If you wish to access your *record* or you require information from your *record*, contact me, Joyce M, Brimhall, LMSW. If you do not know how to find me,



information for contacting me or an alternate Custodian of Records is on file with the Arizona Board of Behavioral Health Examiners, 3443 North Central, Suite 1700, Phoenix, AZ 85012; phone (602) 542-1882.

**IX. Effective Date**

This notice was revised and is in effect as of August 29<sup>th</sup>, 2014.