



# THE CENTER

## For Counseling and Wellness

[www.thecenter4counseling.com](http://www.thecenter4counseling.com)

### Welcome to The Center for Counseling & Wellness

#### ***Disclosure Statement with Informed Consent to Participate in Clinical Counseling, HIPAA, and Notices of Privacy Practices***

This is our Disclosure Statement for clients who are utilizing our professional counseling services. The Center for Counseling & Wellness (hereafter referred to as The Center) offers various types of services. Each wellness service provider has their own policies and procedures for treatment and fees that are in accordance with their individual professional licensing requirements. Some of our *non-counseling* services (eg. Pastoral care, educational and support groups) are provided by non-licensed staff and/or are free of charge.

#### **Our Purpose**

The Center serves as a coordinating location for the local community that offers professional counseling, pastoral care, linkage to community resources, consultation, educational and support groups, and various wellness services on a sliding fee scale with the intent to provide services regardless of the ability to pay for services. We accept most major insurances, MasterCard, Visa, and Discover for your convenience.

#### **Our Staff and Service Providers**

Bruce Lynch - Executive Director  
Illyana Annunziato - Clinical Director  
Elizabeth Sierra - Practice Manager  
Roberta Bogle - Outreach Coordinator

#### **Our Locations**

North Myrtle Beach-Main office:	110 Ye Olde Kings Hwy, North Myrtle Beach, SC 29582
Loris office:	3505 Main Street, Loris, SC 29569
Myrtle Beach office:	4466 Holmestown Road, Myrtle Beach, SC 29588
Conway Office:	602 Main Street, Conway, SC 29526

#### **Office Policies and Procedures**

Our administrative office is open for your convenience according to the following schedule:

Monday -Thursday	8:30AM - 6PM
Friday	8:30AM - 3PM

We are closed on major holidays in accordance with most public school and governmental closings. Other appointments and groups may be scheduled with your service provider at times other than those listed above. Please coordinate alternative times with your individual service provider.

Location: 110 Ye Olde Kings Hwy., North Myrtle Beach, SC 29582  
Office Phone numbers: 843-663-0770; 843-663-0771  
Fax number: 843-663-0772

E-mail address: [admin@thecenter4counseling.com](mailto:admin@thecenter4counseling.com) Website: [www.thecenter4counseling.com](http://www.thecenter4counseling.com)

Please call our office at 843-663-0770 to coordinate an appointment time with a service provider. You can leave a message on our confidential voicemail and we will call you back. We ask that you do not try to schedule via e-mail or other electronic means of communication. We cannot guarantee we will retrieve your request in a timely manner and these are often not confidential forms of communication.

The main office in North Myrtle Beach has a standard procedure for intake, scheduling, payment of fees, and provision of services. The main office will be a coordinating location to help you connect with the services you are requesting. Once you have attended your first session with your individual service provider, you can then establish the best means for scheduling future appointments.

Please understand that the counselors have full schedules and find it difficult to return phone calls between sessions. Counselors will not be interrupted for phone calls. Unless it is an emergency, it will be best to hold your questions until your next session or schedule an appointment to see your counselor. The receptionist may be able to answer some of your questions. Please let our office staff know the nature of your problem so she/he can best determine an appropriate course of action.

We will notify you one day in advance of your scheduled appointment. If you are unable to keep your appointment, we ask that you give us 24 hour's notice. ***If we do not receive 24 hour's notice, you could be charged \$50 for the missed appointment.*** Please be prepared to pay for all services and late fees at the time of receiving services. If service fees are not paid at the time of service, we ask that you defer scheduling further appointments until your account is current again. Your service provider will discuss fees and payment options with you so we can continue to work together.

We do not offer babysitting services during the time of your appointment. It is very important that you do not leave unattended children in the waiting area. It is also important that the waiting area and hallways remain quiet.

If The Center closes due to bad weather, natural disaster, crisis situation, or for any other unforeseen reason, we will call to advise you as soon as possible and you may call our main office number for a recorded message regarding office closures. During inclement weather we will follow the Horry County school closing advisories as well as state evacuation orders.

### Our Fees and Payments

It is our intention to offer quality services to persons in all financial situations. The information that follows is intended to help you understand how we operate financially. We ask that payment be made at each session at the time of service. We take cash, checks (make payable to "The Center"), Master Card, Discover, American Express, and Visa. ***Please Note: As of January 1, 2023, a 3.5% convenience fee will be added to all credit card***



**transactions.** It is our desire to make our services affordable for all. Therefore, we offer a sliding fee scale based on your family's gross income.

Our Financial Covenant Agreement is a document which forms a relationship between The Center and the clients whom we serve. It establishes what both parties agree to as a fair payment based upon the client's financial state, and the recognition of the cost to provide services at The Center. The agreed upon amount serves as the fee to be paid at each session. **Documentation of income is required to qualify for a discounted rate of pay.** Any changes to the client's income or resources should be reported to the office staff at The Center as soon as possible. All self-pay clients have the right to a Good Faith Estimate of the cost of each visit, which will be provided within 1-3 days of the time of service.

For clients using insurance plans for payment, we will assist you in attaining pre-approval and verification of benefits. Clients covered by insurance are often required to pay a deductible before their insurance coverage can be accessed. After the deductible is met, clients will pay their co-pay/co-insurance amount at each session.

Medicaid clients will not be charged for Medicaid-covered services other than a Medicaid copay. Medicaid covered clients will never be billed for broken, missed, or canceled appointments. The Center accepts Medicaid's payment as payment in full.

We will not mail you a statement on a regular basis but will talk with you about the status of your account when you are at your scheduled appointment. If at any point you have a question about the status of your account, please call our office at 843-663-0770.

### **Client Rights and Responsibilities:**

As a client at The Center for Counseling & Wellness you have the following rights:

- To be treated with consideration and respect for personal dignity, autonomy, and privacy;
- To service in a humane setting which is the least restrictive feasible as defined in the treatment plan;
- To be informed of one's own condition, of proposed or current services, treatment or therapies, and of the alternatives;
- To consent to or refuse any service, treatment, or therapy upon full explanation of the expected consequences of such consent or refusal. A parent or legal guardian may consent to or refuse any service, treatment, or therapy on behalf of a minor client;
- To a current, written, individualized treatment plan that addresses one's own mental health, physical health, social and economic needs, and that specifies the provision of appropriate and adequate services, as available, either directly or by referral;
- To active and informed participation in the establishment, review, and reassessment of the treatment plan;
- To participate in any appropriate and available agency service, regardless of refusal of one or more other services, treatments, or therapies, or regardless of relapse from earlier treatment in that or another service, unless there is a valid and specific necessity which precludes and/or requires the client's participation in other services. This necessity shall be explained to the client and written in the client's current service plan;
- To be informed of and refuse any unusual or hazardous treatment procedures;
- To be advised of and refuse observation by techniques such as one-way mirrors, tape recorders, televisions, movies, or photographs;

- To have the opportunity to consult with independent treatment specialists or legal counsel, at one's own expense;
- To have access to one's own treatment records unless access to particular identified items of information is specifically restricted for that individual for clear treatment reasons. "Clear treatment reasons" shall be understood to mean severe emotional damage to the client or other person(s) such that dangerous or self-injurious behavior is an imminent risk. The person restricting the information shall explain to the client (and other persons authorized by the client) the factual information about the individual client that necessitated the restriction. Clients shall be informed of agency policies and procedures for viewing or obtaining copies of personal records. NOTE: Adult client records are retained for 10 years and child client records are retained for 13 years.
- To be informed in advance of the reason(s) for discontinuance of service provision, and to be involved in planning for the consequences of that event;
- To receive an explanation of the reasons for denial of service;
- To not be discriminated against in the provision of service on the basis of religion, race, color, creed, sex, national origin, age, lifestyle, physical or mental handicap, developmental disability, or socio-economic status;
- To be informed that sexual intimacy between a practitioner and a client is prohibited.
- To know the cost of services;
- To be provided a Good Faith Estimate of the cost of each visit;
- To be fully informed of all rights;
- To exercise any and all rights without reprisal in any form including continued and uncompromised access to service;
- To file a grievance and to have oral and written instructions for filing a grievance.

Clients have the responsibility to:

- Give accurate information about your mental health, substance use, and domestic violence issues as well as other circumstances which might impact the care of children or dependent adults;
- Assist by making and keeping a safe environment including no smoking within the building and refraining from carrying any kind of weapon in the building;
- Notify the agency at least 24 hours in advance of a need to cancel or change an appointment;
- Notify the agency if there is a change in income, insurance, and/or living arrangements;
- Work with your counselor in planning, reviewing, and changing your individual treatment plan;
- Inform agency staff immediately if you have any problems or concerns with the service you are receiving (see Grievance Procedure below.)

Counseling services may be terminated if:

- You habitually fail to keep scheduled appointments without notifying The Center prior to 24 hours of your scheduled appointment time;
- You display disruptive behavior to other clients or staff while in The Center;
- You fail to meet your financial commitments in terms of payment plan and/or do not respond to the office staff attempts to assist you in bringing your account to current status;
- You fail to be truthful in providing pertinent information to your counselor or office staff;
- You do not show effort in working on your treatment plan to improve.

*You may restore your relationship with The Center if terminated by meeting with the Executive Director and/or Clinical Director to create an action plan to improve any of the above-mentioned conditions.*



## The Health Insurance Portability and Accountability Act of 1996

The Center for Counseling & Wellness is compliant with HIPAA. This act is intended to help in several ways to ensure the protection of your individually identifiable health information. For additional information about this act beyond what is stated here, please see the receptionist.

### Standards were intended to:

- Simplify administration of health insurance claims and their associated costs by encouraging promulgation of national standards.
- Give patients more control over and access to their medical information.
- Protect individually identifiable health information (IIHI) from real or potential threats of disclosure through setting and enforcing standards
- Improve efficiency in health care delivery by standardizing electronic data interchange (EDI).

### The privacy rule:

- Limits the ability of covered entities and their associated businesses to use or transmit “protected health information” (PHI) without the advance authorization of the individual/insured and the advance notification to the individual of the covered entity’s privacy practices.
- Grants covered entities a variety of exceptions from the advance authorization requirement.
- Requires that, even when permitted to disclose protected health information, covered entities make reasonable efforts to limited disclosure to the minimum necessary to accomplish the intended purpose of the use or disclosure. There are a variety of exceptions to the “minimum necessary” standard:
- Allows individuals to inspect their protected health information (PHI).
- Allows individuals to request restrictions on the uses or disclosures of protected health information for which the covered entity may otherwise possess the right to use or disclose. The covered entity does not have to agree to the restriction. If the covered entity agrees, then it must document compliance with the restriction.

### PHI means individually identifiable health information that is:

- Transmitted by electronic media
- Transmitted or maintained in any other form or medium
- Permitted uses and disclosures to the individual, for treatment, payment and health care operations
- Use and disclosure after obtaining authorization
- Disclosures required by law: victims of domestic violence; court orders; subpoenas; discovery request, etc, that are not accompanied by court order; to law enforcement officials for law enforcement purposes; child abuse or neglect; reports for preventing or controlling disease, injury, or disability; communicable disease reports; to employers under certain restrictions.

## Informed Consent for Clinical Counseling

**Services and Staff:** I understand that The Center for Counseling & Wellness is a professional, Christian counseling agency offering licensed mental health counseling services, and that these services are provided by Master’s level or above, independently licensed (or working towards licensure) mental health professionals. All professional counselors work within a supervisory and/or peer consultation system. Counselors often participate in weekly supervision sessions for consultation, training, and/or licensure purposes. The preceding information does not pertain to pastoral counseling. In addition to providing direct individual, group, couples,



and family counseling services, this agency also provides training, consultation, support groups, and wellness services using both professional and non-professional staff and volunteers.

**Confidentiality:** I understand that all information disclosed within sessions is confidential and may not be revealed to anyone outside the counseling center without my written permission. I also understand that client care is discussed within clinical supervision among professional peer and supervisory personnel on a routine basis. The only exceptions where client information can be disclosed outside the agency without the client's written permission is in situations where disclosure is required by law:

1. If you present an imminent threat of harm to yourself. We may have to contact your Emergency Contact(s) or seek hospitalization if you are a threat to harm yourself.
2. If you are threatening serious harm to another individual, we are required to contact the other person(s), known as a third-party duty to warn. We would have to disclose this to the intended victim, the police, and potentially seek hospitalization for you.
3. When there is an indication of abuse of a child, elderly adult, or disabled individual within the past three years by neglect, sexual molestation, assault, and/or battery. Please be advised that there is no statute of limitation on mandated reporting of sexual abuse. We act as mandated reporters and need to report suspected or reported abuse or neglect of children, adults, and other vulnerable populations to the appropriate authorities, which may involve law enforcement, the Department of Social Services, and/or Adult Protective Services.
4. If you identify as HIV positive and are choosing to engage in sexual contact without first divulging your HIV status. This is considered a threat to a person's life and is a felony in the state of South Carolina. In the case that you disclose you are engaging in sexual contact without divulging your HIV status prior, we will assist you in contacting the Health Department to implement the Partner Notification process, which does not result in your identity being divulged to the party at risk. Should you refuse, we would be directly responsible for notifying the person at risk of harm, under "The Partner Notification Act."
5. If you are in your third trimester of pregnancy, which is the 24<sup>th</sup> week or after in the state of SC, and you are using illicit substances (illegal substances and/or substances for which you don't have a prescription), we are mandated to report, according to the Whitner law. This does not include alcohol.
6. If you report that you or someone else is in possession of child pornography, which is a federal crime.
7. In certain cases when records or testimony are subpoenaed by a court of law (which may include but are not limited to: child custody or adoption proceedings, malpractice cases or disciplinary hearings against a clinician, civil commitment hearings in which you may be admitted to the hospital, use of mental defense in court, Workman's Compensation, and/or if being seen by a clinician by court-ordered evaluations.)

**Treatment Process:** Sessions typically last 50-55 minutes. This is the standard "clinical" hour. For optimum care, it is important that you be consistent in attending your scheduled sessions. Please be honest in conversations with your counselor. Growth and wholeness occurs only in an environment of truth. Be willing to work hard on your issues you are dealing with in your session. No healing can come without your active participation, even though the process may be painful at times. To get the most out of your treatment experience, be sure to complete any assignments your counselor may give you.

**Treatment of Children:** Our counselors will see children and younger adolescents only in the context of the family. The custodial parent(s) or guardians will be involved in the process. Legal documentation must be provided should the legal guardian of the child client differ from his/her biological parents. **If the client is a minor (under the age of 18), it is the responsibility of the legal guardian to provide documentation granting legal guardianship. If this documentation is not provided prior to the session, the client's session will be canceled.** Legal guardians will be asked to sign an Informed Consent form and participate in the treatment



plan. The Center believes that children are best served by involving their parent(s) or guardians and providing a context for enhanced family functioning. **The Center does not make recommendations for custody or visitation of children in disputed cases. Such recommendations are beyond the scope of our services.** Treatment of older adolescents will also be conducted with the involvement of parent(s) or guardians, but the older adolescent may be more likely to be seen alone by the counselor, based on the treatment plan, family situation, and/or counselor discretion.

**E-mail and other electronic means of communication:** By signing this Disclosure Statement, I understand that email is not a confidential means of communication. Furthermore, The Center cannot ensure that messages using these means of communication will be received or responded in a timely manner. Therefore, please call The Center at 843-663-0770 during normal operating hours, or call your counselor's after-hours emergency phone number for emergencies/crises ONLY. Counselors will not contact clients on social media sites. Counselors who use social media will maintain a professional page for use with clients and confidentiality is not ensured. Counselors will not view client's social media sites unless given permission by client to do so or in case of ensuring the safety and/or welfare of the client or a related person who may be endangered.

**Virtual Care Services:** To better serve the needs of people in the community, health care services are now available by interactive video communications and/or by the electronic transmission of information. This may assist in the evaluation, diagnosis, management and treatment of a number of health care problems. This process is referred to as "distance counseling, virtual care, or telehealth." This means that you may be evaluated and treated by a counselor from a remote location. Since this may be different from the type of treatment with which you are familiar, **it is important that you understand and agree to the following statements.**

- The counselor will be at a different location from me.
- I will have access to and familiarity with the appropriate technology in order to participate in the service provided. My counselor and/or staff at The Center may assist me with this.
- I will be informed if any additional personnel are to be present (via video) other than my counselor. I will give my verbal permission prior to the entry of the additional personnel.
- It is my responsibility to maintain privacy on my end of communication and to inform my counselor of additional personnel who may be present. Insurance companies, those authorized by me, and those permitted by law may also have access to records or communication.
- I will designate a Client Support Person and sign a Release of Information for that person to be accessible for emergency situations to ensure my safety. I will verify my location at each session.
- Virtual services rely on technology which allows for greater convenience in service delivery. There are risks in transmitting information over technology that include, but are not limited to, breaches in confidentiality, theft of personal information, and disruption of service due to technical difficulties.
- I represent that I am using my own equipment to communicate with and not equipment owned by another, specifically, not using my employer's computer or network. I am aware that information I enter into an employer's computer may be considered to legally belong to my employer and my privacy may be compromised.
- The exchange of information may not be direct and any paperwork exchanged will likely be provided through electronic means or postal delivery.



- My counselor and I will regularly reassess the appropriateness of continuing to deliver services to me through the use of technologies we have agreed upon today and will modify our plan as needed.
- My counselor will keep a record of the session in my electronic medical record.
- I understand I, nor anyone else attending my session, are not to audio or video record any portion of my counseling session unless agreed upon in writing by all parties for each session recorded.
- I understand that I have the option to refuse virtual care services at any time without affecting the right to future care or treatment.
- I understand I am ordinarily guaranteed access to my records and that copies of records of counseling sessions are available to me upon my written request. Additionally, I understand that my records may be used for virtual care program evaluation, education, and/or research and that I will not be personally identified if such use occurs. I hereby authorize these disclosures to take place without prior written consent.
- I acknowledge that if I am facing or think I may be facing an emergency situation that could result in harm to me or to another person, I am not to seek a virtual care counseling session. Instead, I agree to seek care immediately through my own local emergency hospital or by calling 9-1-1.
- In an emergency, in the event of disruption of service, or for routine administrative reasons, it may be necessary to communicate by other means. I have given this information to The Center as part of the intake process.

**Audio and Video Recordings:** I understand sessions may be audio or video recorded for the purposes of staff training and/or clinical supervision. The recordings are treated confidentially and are erased after they are used. Any concerns I have about recordings will be addressed by my counselor. I understand that I will never be recorded without my written, signed permission.

**Risk and Benefits:** I understand that there is a possibility of risks and benefits which may occur in counseling. Counseling may involve the risk of remembering unpleasant events and may arouse strong emotional feelings. Counseling can impact relationships with significant others. The benefits from counseling may be an improved ability to relate with others; a clearer understanding of self, values, and goals; spiritual growth; enhanced cognitive functioning; and an improved ability to cope with everyday stressors. Taking personal responsibility for working with these issues may lead to greater emotional, cognitive, spiritual, and physical well-being.

**Eligibility, Appropriateness, and Referrals:** I understand that the delivery of clinical counseling services from this agency to me shall be contingent upon whether The Center staff can agree that the services are appropriate given the needs and conditions I present. If it is decided that this is not the appropriate agency to meet my needs, I understand that I will be given referrals to resources more appropriate to my needs and goals.

**How to handle a grievance:** Contact the Client Rights Officer by telephone or written letter. The Client Rights officer is Bruce Lynch, Executive Director. His availability is Monday-Friday during regular business hours (9AM-5PM.) He will respond within five working days. His number is 843-663-0770. His business address is 110 Ye Olde Kings Hwy, North Myrtle Beach, SC 29582. If your grievance is an emergency or crisis, any member of The Center counseling staff can be consulted about the issue. If your grievance is not handled to your satisfaction, you may contact The Center for Counseling & Wellness Board of Directors President, Roberta Bogle, at 843-663-0770. All grievances are reviewed on a regular basis by the Board of Directors of The Center for Counseling & Wellness.



This document is mandated by both South Carolina State law and Public Law 104-191 for your protection. Rights and procedures to file a complaint: If you feel you have been treated in an unethical manner by a licensed counselor while a client at The Center for Counseling & Wellness, Inc., it is your right to file a complaint with the Board of Examiners for Counselors and Therapists. You may file a complaint by sending a letter directly to the Board of Examiners or by calling them and requesting the appropriate forms and guidance. The following contact information that you may need: SC Department of Labor, Licensing and Regulation, Board of Examiners for Licensure of Professional Counselors and Marital and Family Therapists; 3600 Forest Drive, Suite 101, Post Office Box 11329, Columbia, SC 29211-1139; Telephone 803-896-4658, Fax 803-734-4284.

### **Pastoral Counseling and Release of Records**

The Center employs licensed counselors, interns, and pastoral counselors. It is our policy, upon request accompanied by the proper release of information, to release information requested. We trust and expect that such information will be used appropriately to the benefit of the client. We will release summaries of diagnoses, prognosis, treatment plans, closing summaries, and/or summaries of treatment performed at The Center.

The pastoral counselor enjoys privileged communication with his/her clients. The pastoral counselor cannot diagnose, formulate a treatment plan, testify in court, or submit records to entities requesting such information. No records will be sent by pastoral counselors on his/her clients.

### **Notice of Privacy Practices**

When it comes to your health information, you have certain rights. This notice tells you how **The Center for Counseling & Wellness** makes use of your health information, how this information might be disclosed to others, and how you may get access to the same information. You will be asked to sign the Client Intake Signature Form, signifying that you were offered a copy of our Notice of Privacy Practices. Please review it carefully.

#### **Your Rights**

You have the right to:

- Get a copy of your paper or electronic medical record
- Correct your paper or electronic medical record
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

#### **Your Choices**

You have some choices in the way that we use and share information as we:

- Tell family and friends about your condition
- Provide disaster relief
- Include you in a hospital directory
- Provide mental health care



- Market our services and sell your information
- Raise funds

## **Our Uses and Disclosures**

We may use and share your information as we:

- Treat you
- Run our organization
- Bill for your services
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests
- Work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

## **Your Rights**

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities to help you.

### **Get an electronic or paper copy of your medical record**

- You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.
- We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

### **Ask us to correct your medical record**

- You can ask us to correct health information about you that you think is incorrect or incomplete. Ask us how to do this.
- We may say "no" to your request, but we'll tell you why in writing within 60 days.

### **Request confidential communications**

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will say "yes" to all reasonable requests.

### **Ask us to limit what we use or share**

- You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say "no" if it would affect your care.
- 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. We will say "yes" unless a law requires us to share that information.

### **Get a list of those with whom we've shared information**

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one



accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

### **Get a copy of this privacy notice**

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

### **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.

### **File a complaint if you feel your rights are violated**

- You can complain if you feel we have violated your rights by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
- We will not retaliate against you for filing a complaint.

### **Your Choices**

**For certain health information, you can tell us your choices about what we share.** If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in your care
- Share information in a disaster relief situation
- Include your information in a hospital directory

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

In these cases we never share your information unless you give us written permission:

- Marketing purposes
- Sale of your information
- Most sharing of psychotherapy notes

In the case of fundraising:

- We may contact you for fundraising efforts, but you can tell us not to contact you again.

### **Our Uses and Disclosures**

#### ***How do we typically use or share your health information?***

We typically use or share your health information in the following ways.

#### **Treat you**

We can use your health information and share it with other professionals who are treating you.

*Example: A doctor treating you for an injury asks another doctor about your overall health condition.*



**Run our organization**

We can use and share your health information to run our practice, improve your care, and contact you when necessary.

*Example: We use health information about you to manage your treatment and services.*

**Bill for your services**

We can use and share your health information to bill and get payment from health plans or other entities.

*Example: We give information about you to your health insurance plan so it will pay for your services.*

**How else can we use or share your health information?**

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see:

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html).

**Help with public health and safety issues**

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety

**Do research**

We can use or share your information for health research.

**Comply with the law**

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

**Respond to organ and tissue donation requests**

We can share health information about you with organ procurement organizations.

**Work with a medical examiner or funeral director**

We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

**Address workers' compensation, law enforcement, and other government requests**

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law
- For special government functions such as military, national security, and presidential protective services

**Respond to lawsuits and legal actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena.



## Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- 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 make a copy of it available.
- 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.

For more information see: [www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

## Changes to the Terms of this Notice

**We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, in our office, and on our website.**

This notice takes effect on **January 1, 2024** and will be in effect until we replace it.

We have the right to change any of these privacy practices as long as those changes are permitted or required by law

If you believe we have violated any of your privacy rights, or you disagree with a decision we have made about any of your rights in this notice you may contact us in writing to the following person:

Privacy Official:

**Executive Director, Bruce Lynch**

Telephone: **843-663-0770**

Fax: **843-663-0772**

E-mail: [brucelynch1@gmail.com](mailto:brucelynch1@gmail.com)

Alternate Privacy Official:

**Practice Manager, Elizabeth Sierra**

Telephone: **843-663-0770**

Fax: **843-663-0772**

E-mail: [liz4thecenter@gmail.com](mailto:liz4thecenter@gmail.com)

Addresses:

Main office:

**110 Ye Olde Kings Hwy  
North Myrtle Beach, SC 29582**

Loris office:

**3505 Main St.  
Loris, SC 29569**

Myrtle Beach office:

**4466 Holmestown Rd.  
Myrtle Beach, SC 29588**

Conway office:

**602 Main St.  
Conway, SC 29526**