

Broken Bridges Outreach, LLC **Professional Disclosure, Privacy and Confidentiality**

The majority of this document is mandated by both South Carolina State law and Public Law 104-91; it is provided for your protection. Broken Bridges Outreach, LLC, has tried to anticipate the risks you may face as a result of being in counseling. If you have any questions regarding any documents you have received, please feel free to discuss them with Taurus Sanders.

Contact Information: Broken Bridges Outreach, LLC is located at 1415 Blanding Street, Ste. 4, Columbia, SC 29201. This is also our mailing address. Clients are seen by appointment only which include evening and Saturday times for accommodation. Our telephone number is 803-779-7500 and our secured fax number is 803-779-7522. Our emergency phone line for after-hours is 803-814-5044. Our email address is brokenbridgesoutreach@gmail.com and it is checked at least once every working day. For emergencies, please contact 911.

Services

- * Individual counseling for emotional, relational, and/or spiritual issues
- * Child/Adolescent counseling for behavioral and/or emotional issues
- * Crisis, Trauma and Abuse
- * Depression and Anxiety disorders
- * Post Traumatic Stress Disorder
- * Grief and Loss
- * Transitions / Adjustment issues
- * Attachment Disorders
- * Sexual Addiction
- * Identity Issues
- * Marital/Couples Therapy

Background

Christopher L. Berry is a Licensed Professional Counselor Associate and Pastoral Counselor by education and training. I obtained a master's degree from Liberty University in Professional Counseling as well as a master's degree from Liberty University in Pastoral Counseling. Professional work experience has been in outpatient treatment settings with people struggling with mental health and family issues. Prior to counseling I have worked over 20 years' an officer in the United States Army. This experience has afforded me the opportunity to learn and develop effective crisis intervention strategies in therapy. I believe that counseling is an opportunity to explore and gain awareness of assets that already exist and work towards using them for maximum effectiveness.

Confidentiality & Privacy

What a client tells a therapist has always been treated as private. Our society recognizes that this confidentiality is the foundation of the trust we must have for therapy to work. However, the situation is not so simple that I can promise you that everything you tell me will never be revealed to anyone else. It is more complicated because there are sometimes when the law requires me to tell others, and there are some other limitations on our confidentiality. We need to discuss all of these so that there are no misunderstandings and no incorrect assumptions, and we are as clear as we can be about the limits of confidentiality. Because you can't unsay what you

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tell me, you must know about these rules at the beginning so that you don't tell me something you wish you had kept secret. These are important issues, so please read these pages carefully. Then we can then discuss any questions or concerns you might have.

What you tell me, since I am a Licensed Professional Counselor, is almost always confidential. Licensed Professional Counselors in this state are afforded privileged communications with specific exceptions which are also outlined in the professional ethics for my profession. I have listed below a few rare exceptions to our confidentiality:

- 1) There are laws written to protect persons from harm when, in a therapist's professional judgment, there is a danger to those persons from a client. Such instances would include:
 - a. If I come to believe that you are threatening serious harm to another person, I am required to try to protect the other person(s). In that case I would have to tell the intended victim (if identifiable), and the police, or perhaps seek your hospitalization.
 - b. If you threaten or act in a way which is very likely to harm yourself in a serious way, I may have to seek hospitalization for you, or to call your family members or others who can help protect you. If such a situation does come up I will fully discuss the situation with you before I do anything, unless there is a very good reason not to.
 - c. In addition, my personal philosophy is such that I believe that an HIV+ person who, knowing their HIV status, chooses to engage in sexual contact (whether engaging in 'protected' or 'non-protected' sex) without first divulging their HIV status falls under this paragraph as being considered to threaten the life and well-being of another person. It is also a felony in South Carolina. In such a case, I would assist you in contacting the Health Dept. to implement the Partner Notification process (which does not result in your identity being divulged to the party at risk).
 - d. In an emergency, where your life or health is in immediate danger, I may release, to another professional, information which would protect your life, without your permission if I cannot get it. If I do so, I will discuss this with you as soon as possible afterwards.
 - e. If I believe or suspect that a child, an elderly person, or a disabled person is being abused (by your neglect, assault, battery or sexual molestation), I must file a report with the appropriate agency. I do not have any authority to investigate further into the situation to find out all the facts (The agency would investigate).

In any of the above situations, I would only reveal the least amount of information necessary to protect the other person and not tell everything you have told me. If any of these situations might be an issue for you, please let us discuss the legal aspects in detail and do this before you tell me any information on these topics.

- 2) In general, if you get involved in court proceedings, your records should be considered confidential; however, there are some situations where the judge may require me to testify because (s)he believes the court needs my information to make a good decision. If a court Order is issued, I would be required to give up this information. This might include:

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- a. In child custody or adoption proceedings where your fitness as a parent is questioned or in doubt, and/or in cases where a Guardian ad Litem (GAL) has been assigned. NOTE: A GAL has a court order to access records.
- b. Where your emotional, mental or psychological condition is important information needed for a court's decision.
- c. During a malpractice case or a disciplinary board hearing against a therapist.
- d. In a civil commitment hearing where you might be admitted to a psychiatric hospital.
- e. If you use your mental condition as a defense in court.
- f. When you are seeing me for court-ordered evaluations or treatment. In this case we would need to discuss confidentiality fully because you don't have to tell me what you don't want the court to know.

3) There are a few other points about your confidentiality you must know about:

- a. I sometimes consult with other professionals/therapists about therapy cases. In such cases I do not reveal a client's name, and the other professional is also legally bound to maintain the confidentiality of such information. Similarly, when I am out of town or unavailable, another professional therapist may respond to phone calls to my office and I may need to give him or her limited information about my clients to affect such coverage.
- b. I am required to keep treatment records called medical records, which include progress notes. You are entitled to review, with me, these records (see exceptions noted by HIPAA regulations).
- c. If you use your health insurance to pay a part of my fees, I have to give the insurance company some information about our therapy. Insurance companies are now guided by HIPAA regulations and should only receive a Designated Record Set (DRS) which includes your name, social security number, dates of first/last sessions and number of sessions, billing code, test results (if any), a symptoms and functionality checklist, and your provisional diagnosis (along with my fees/billing). It is against the law for insurers to release any information about our office visits to anyone else without your written permission (given only by signing a Release Form). While I believe the insurance company will act ethically and legally, I cannot control who sees this information at the insurer's office or in any office where you work. You cannot be required to release more information just to get coverage or reimbursement.
- d. If you have been referred (sent) to me by your employer or your employer's Employee Assistance Program, they may require some additional information beyond the DRS information described above. If this is your situation, let us fully discuss this before we talk further.
- e. If your account with me is overdue (unpaid) and we have not arranged a payment plan, I can use legal means to get paid. The only information I would give to the court, a collection agency or a lawyer would be your name, address, the dates we met for professional services, and the amount due to me.

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f. Children in treatment who are under the age of 18 technically do not have confidentiality in SC, but they do have a reasonable right to privacy. In SC, parents/legal guardians (whether custodial or non-custodial) have a right to review their child's records, unless there is a court order preventing this, or unless the therapist fears for the child's well-being if released.

g. If you are participating in couple's therapy with me and you choose to tell me something your spouse does not know, I cannot ethically agree to keep it from him or her, especially if it would harm him or her not to know. I will work with you to decide on the best long-term way to handle situations like this. If you are working on your relationship, it would not be acceptable for me to know information each of you does not know, and it would be difficult for each of you to trust me if you wonder if I am harboring a secret.

h. In cases where I treat several members of a family (parents and children or other relatives) the confidentiality situation can become very complicated because I would have a mixture of responsibilities to different members. At the start, we must clarify the purpose of our treatment and my role in regard to your family or families. Only with this clarity can we figure out any limitations on confidentiality which might exist. It is generally recommended to have different therapists so as to avoid this confusion.

i. If you or your spouse has a custody agreement, or court custody hearing, it would be advisable for you to let me know about it.

j. My rule is that you must agree that if counseling does not resolve the marital difficulties and you seek a divorce you will not request my testimony for either side. After all, the intent of couple's work is to allow full disclosure between the parties to work on the relationship and not to seek or use information gleaned from the therapy process against them.

k. If you are in group therapy the other members are not therapists and do not have the same ethical and legal rules. In general, you cannot be sure that they will keep confidential what you say in the group, although the intent to keep confidentiality would be stressed at the outset.

l. Any information which you share outside of therapy, voluntarily and publicly, will not be considered protected or confidential by a court.

m. I will not record our therapy sessions on audiotape or videotape without your written permission.

4) You have also received a HIPAA Notice of Privacy Practices either in written or electronic form. By signing this document, you acknowledge receipt and agreement with the terms of this document.

5) It may become useful during the course of treatment to communicate by email, text message (e.g. "SMS") or other electronic methods of communication. Be informed that these methods, in their typical form, are not confidential means of communication. If you use these methods to communicate with me, there is a reasonable chance that a third party may be able to intercept and eavesdrop on those messages. The kinds of parties that may intercept these messages include, but are not limited to:

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* People in your home or other environments who can access your phone, computer, or other devices that you use to read and write messages

* Your employer, if you use your work email to communicate with me

* Third parties on the Internet such as server administrators and others who monitor Internet traffic

If there are people in your life that you don't want to access these communications, please talk with me about ways to keep these kinds of communications safe and confidential. Otherwise, by signing this document, you agree that you are knowledgeable of these limitations and agree to the risks of using this type of communication.

6) If you want me send information about our therapy to someone else, you must sign a Release of Records form. I have such forms which you can review should you so desire.

As you can see, the laws and rules on confidentiality are complicated; however, you should now have enough information to enter treatment well informed. Also, while complications not dealt with here rarely come up in my practice, please bear in mind that I am not able to give you legal advice. If you have special or unusual concerns and need more specific advice, I strongly suggest that you talk to an attorney to protect your interests legally.

7) You have a right to file a complaint if you believe your privacy rights have been violated. You may file a complaint with Integrity Counseling & Wellness or with the Secretary of the Department of Health and Human Services. All complaints must be submitted in writing. You will not be penalized for filing a complaint.

Broken Bridges Outreach, LLC
1415 Blanding Street, Ste 4
Columbia, SC 29201
803-814-5400

US Department of Health and Human Services
200 Independence Avenue, S.W.
Washington, DC 20201
202-619-0257

**Broken Bridges Outreach, LLC
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Consent to Treatment

I acknowledge that I have received Broken Bridges Outreach, LLC Professional Disclosure Statement and Consent for Treatment and the HIPAA Client's Rights. I further acknowledge that I seek and consent to treatment services with Christopher L. Berry, LPC-A. I do hereby seek and consent to take part in the treatment provided by Christopher L. Berry. I understand that regularly reviewing our work together to meet your treatment goals is in my best interest. I agree to play an active role in this process.

I understand that no promises have been made to me as to the results of treatment or of any procedures provided by this therapist. I am aware that I may stop my treatment at any time. The only thing I will be responsible for is paying for the services I have already received. I understand that I may lose other services or may have to deal with other problems if I stop treatment. (For example, if my treatment has been mandated or court-ordered, I will have to answer to the court.)

Printed name of Client

Email (for electronic copy)

Signature of Client/Parent or Guardian

Date

If more than one individual (e.g., spouse or family member) is seeking counseling, please have each of the others sign below. Signatures below confirm that each understands and accepts all the information contained in the Integrity Counseling & Wellness Professional Disclosure Statement and Consent for Treatment and the HIPAA Client's Rights, and that each seeks and consents to treatment. We will provide additional copies of the Broken Bridges Outreach, LLC Professional Disclosure Statement and Consent for Treatment and the HIPAA Client's Rights upon request.

Signature of Client # 2

Signature of Client # 3

Signature of Client # 4

1415 Blanding St, Ste #4
Columbia, SC 29201
803-779-7500

NOTICE OF PRIVACY PRACTICES

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

I. MY PLEDGE REGARDING HEALTH INFORMATION:

I understand that health information about you and your health care is personal. I am committed to protecting health information about you. I create a record of the care and services you receive from me. I need this record to provide you with quality care and to comply with certain legal requirements. This notice applies to all of the records of your care generated by this mental health care practice. This notice will tell you about the ways in which I may use and disclose health information about you. I also describe your rights to the health information I keep about you, and describe certain obligations I have regarding the use and disclosure of your health information. I am required by law to:

- Make sure that protected health information (“PHI”) that identifies you is kept private.
- Give you this notice of my legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- I can change the terms of this Notice, and such changes will apply to all information I have about you. The new Notice will be available upon request, in my office, and on my website.

II. HOW I MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU:

The following categories describe different ways that I use and disclose health information. For each category of uses or disclosures I will explain what I mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways I am permitted to use and disclose information will fall within one of the categories.

For Treatment Payment, or Health Care Operations: Federal privacy rules (regulations) allow health care providers who have direct treatment relationship with the patient/client to use or disclose the patient/client’s personal health information without the patient’s written authorization, to carry out the health care provider’s own treatment, payment or health care operations. I may also disclose your protected health information for the treatment activities of any health care provider. This too can be done without your written authorization. For example, if a clinician were to consult with another licensed health care provider about your condition, we would be permitted to use and disclose your person health information, which is otherwise confidential, in order to assist the clinician in diagnosis and treatment of your mental health condition.

Disclosures for treatment purposes are not limited to the minimum necessary standard. Because therapists and other health care providers need access to the full record and/or full and complete information in order to provide quality care. The word “treatment” includes, among other things, the coordination and management of health care providers with a third party, consultations between health care providers and referrals of a patient for health care from one health care provider to another.

Lawsuits and Disputes: If you are involved in a lawsuit, I may disclose health information in response to a court or administrative order. I may also disclose health information about your child in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

III. CERTAIN USES AND DISCLOSURES REQUIRE YOUR AUTHORIZATION:

1. Psychotherapy Notes. I do keep “psychotherapy notes” as that term is defined in 45 CFR § 164.501, and any use or disclosure of such notes requires your Authorization unless the use or disclosure is:
 - a. For my use in treating you.
 - b. For my use in training or supervising mental health practitioners to help them improve their skills in group, joint, family, or individual counseling or therapy.
 - c. For my use in defending myself in legal proceedings instituted by you.
 - d. For use by the Secretary of Health and Human Services to investigate my compliance with HIPAA.
 - e. Required by law and the use or disclosure is limited to the requirements of such law.
 - f. Required by law for certain health oversight activities pertaining to the originator of the psychotherapy notes.
 - g. Required by a coroner who is performing duties authorized by law.
 - h. Required to help avert a serious threat to the health and safety of others.
2. Marketing Purposes. As a therapist, I will not use or disclose your PHI for marketing purposes.
3. Sale of PHI. As a therapist, I will not sell your PHI in the regular course of my business.

IV. CERTAIN USES AND DISCLOSURES DO NOT REQUIRE YOUR AUTHORIZATION.

Subject to certain limitations in the law, I can use and disclose your PHI without your Authorization for the following reasons:

1. When disclosure is required by state or federal law, and the use or disclosure complies with and is limited to the relevant requirements of such law.
2. For public health activities, including reporting suspected child, elder, or dependent adult abuse, or preventing or reducing a serious threat to anyone’s health or safety.
3. For health oversight activities, including audits and investigations.

4. For judicial and administrative proceedings, including responding to a court or administrative order, although my preference is to obtain an Authorization from you before doing so.
5. For law enforcement purposes, including reporting crimes occurring on my premises.
6. To coroners or medical examiners, when such individuals are performing duties authorized by law.
7. For research purposes, including studying and comparing the mental health of patients who received one form of therapy versus those who received another form of therapy for the same condition.
8. Specialized government functions, including, ensuring the proper execution of military missions; protecting the President of the United States; conducting intelligence or counter-intelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.
9. For workers' compensation purposes. Although my preference is to obtain an Authorization from you, I may provide your PHI in order to comply with workers' compensation laws.
10. Appointment reminders and health related benefits or services. I may use and disclose your PHI to contact you to remind you that you have an appointment with me. I may also use and disclose your PHI to tell you about treatment alternatives, or other health care services or benefits that I offer.

V. CERTAIN USES AND DISCLOSURES REQUIRE YOU TO HAVE THE OPPORTUNITY TO OBJECT.

1. Disclosures to family, friends, or others. I may provide your PHI to a family member, friend, or other person that you indicate is involved in your care or the payment for your health care, unless you object in whole or in part. The opportunity to consent may be obtained retroactively in emergency situations.

VI. YOU HAVE THE FOLLOWING RIGHTS WITH RESPECT TO YOUR PHI:

1. The Right to Request Limits on Uses and Disclosures of Your PHI. You have the right to ask me not to use or disclose certain PHI for treatment, payment, or health care operations purposes. I am not required to agree to your request, and I may say "no" if I believe it would affect your health care.
2. The Right to Request Restrictions for Out-of-Pocket Expenses Paid for In Full. You have the right to request restrictions on disclosures of your PHI to health plans for payment or health care operations purposes if the PHI pertains solely to a health care item or a health care service that you have paid for out-of-pocket in full.
3. The Right to Choose How I Send PHI to You. You have the right to ask me to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and I will agree to all reasonable requests.
4. The Right to See and Get Copies of Your PHI. Other than "psychotherapy notes," you have the right to get an electronic or paper copy of your medical record and other information that I have about you. I will provide you with a copy of your record, or a summary of it, if you agree to receive a summary, within 30 days of receiving your written request, and I may charge a reasonable, cost based fee for doing so.

5. The Right to Get a List of the Disclosures I Have Made. You have the right to request a list of instances in which I have disclosed your PHI for purposes other than treatment, payment, or health care operations, or for which you provided me with an Authorization. I will respond to your request for an accounting of disclosures within 60 days of receiving your request. The list I will give you will include disclosures made in the last six years unless you request a shorter time. I will provide the list to you at no charge, but if you make more than one request in the same year, I will charge you a reasonable cost based fee for each additional request.
6. The Right to Correct or Update Your PHI. If you believe that there is a mistake in your PHI, or that a piece of important information is missing from your PHI, you have the right to request that I correct the existing information or add the missing information. I may say “no” to your request, but I will tell you why in writing within 60 days of receiving your request.
7. The Right to Get a Paper or Electronic Copy of this Notice. You have the right get a paper copy of this Notice, and you have the right to get a copy of this notice by e-mail. And, even if you have agreed to receive this Notice via e-mail, you also have the right to request a paper copy of it.

EFFECTIVE DATE OF THIS NOTICE

This notice went into effect on 6/25/2021

Acknowledgement of Receipt of Privacy Notice

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you have certain rights regarding the use and disclosure of your protected health information. By checking the box below, you are acknowledging that you have received a copy of HIPAA Notice of Privacy Practices.

BY SIGNING I AM AGREEING THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ITEMS CONTAINED IN THIS DOCUMENT.