

NEW BEGINNINGS COUNSELING & CONSULTING SERVICES, LLC  
1214 NORTH MAIN STREET SUITE D  
ANDERSON, SC 29621  
OFFICE# 864-401-8013 FAX:864-835-8851  
elatimer@newbeginningsccs.com

# Privacy Policy, HIPAA Notice, Electronic Communication, SMS Communication, and Terms of Use

THIS NOTICE DESCRIBES HOW YOUR HEALTH INFORMATION MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. YOU MAY HAVE ADDITIONAL RIGHTS UNDER STATE AND LOCAL LAW. PLEASE SEEK LEGAL COUNSEL FROM AN ATTORNEY LICENSED IN YOUR STATE IF YOU HAVE QUESTIONS REGARDING YOUR RIGHTS TO HEALTH CARE INFORMATION.

## EFFECTIVE DATE OF THIS NOTICE:

This notice went into effect on March 26, 2026

## ACKNOWLEDGEMENT OF RECEIPT OF PRIVACY NOTICE

Under the Health Insurance Portability and Accountability Act of 1996 (hereafter, "HIPAA"), you have certain rights regarding the use and disclosure of your protected health information (hereafter, "PHI").

## I. Our Pledge Regarding Health Information

We understand that health information about you and your care is personal. We are committed to protecting your health information. We create a record of the care and services you receive in order to provide quality care and to comply with legal requirements.

This notice applies to all records of your care generated by New Beginnings Counseling & Consulting Services, LLC. This notice explains the ways in which we may use and disclose health information about you. It also describes your rights and certain obligations we have regarding the use and disclosure of your health information.

We are required by law to:

- Make sure that PHI that identifies you is kept private.
- Give you this notice of our legal duties and privacy practices with respect to health information.
- Follow the terms of the notice that is currently in effect.
- Notify you following a breach of unsecured PHI when required by law.
- Reserve the right to change the terms of this notice, with changes applying to all information we maintain. The new notice will be available upon request, in our office, and on our website.

## II. How We May Use and Disclose Health Information About You

### For Treatment, Payment, and Health Care Operations

Federal privacy regulations allow health care providers with a direct treatment relationship to use or disclose a patient's PHI without written authorization for treatment, payment, and health care operations.

We may use or disclose your PHI for purposes including:

- providing, coordinating, or managing your care,
- consulting with another health care provider regarding your condition,
- making referrals,
- billing and payment activities,
- appointment reminders,
- documentation,
- practice operations.

Disclosures for treatment purposes are not limited to the minimum necessary standard, because providers may need access to the full record in order to provide quality care.

The term "treatment" includes the coordination and management of care, consultation among providers, and referrals from one provider to another.

### Lawsuits and Disputes

If you are involved in a lawsuit or dispute, we may disclose health information in response to a court order or administrative order. We may also disclose health information in response to a subpoena, discovery request, or other lawful process when permitted or required by law.

## III. Certain Uses and Disclosures Require Your Authorization

### 1. Psychotherapy Notes

We do maintain psychotherapy notes as defined by HIPAA, and any use or disclosure of such notes requires your written authorization unless the use or disclosure is:

- for use in treating you,
- for use in training or supervising mental health practitioners,
- for use in defending against legal action brought by you,
- for use by the Secretary of the Department of Health and Human Services to investigate compliance,
- required by law and limited to that requirement,
- required for certain oversight activities,
- required by a coroner performing duties authorized by law,
- required to help avert a serious threat to health or safety.

## 2. Marketing Purposes

We will not use or disclose your PHI for marketing purposes without your prior written consent.

If we request a testimonial, review, or other statement from you and intend to use it publicly in a way that could reveal PHI, we will obtain a written HIPAA authorization before using it. You may withdraw that authorization in writing. Upon receiving your written withdrawal, we will remove the testimonial or review from locations under our control, though we cannot guarantee removal by third parties who may have copied or shared it.

## 3. Sale of PHI

We will not sell your PHI.

## IV. Uses and Disclosures That Do Not Require Your Authorization

Subject to the limits of applicable law, we may use and disclose your PHI without your authorization for the following reasons:

- appointment reminders and information about health-related benefits or services,
- when disclosure is required by state or federal law,
- public health activities,
- reporting suspected child abuse, elder abuse, or abuse of a dependent adult,
- health oversight activities, including audits and investigations,
- judicial and administrative proceedings,
- law enforcement purposes,
- reporting crimes occurring on the premises,
- disclosures to coroners or medical examiners,
- research purposes when legally permitted,
- specialized government functions,
- workers' compensation purposes,
- organ and tissue donation requests,
- preventing or reducing a serious threat to anyone's health or safety.

## V. Uses and Disclosures Where You Have the Opportunity to Object

You have the right and choice to tell us whether we may share your PHI with a family member, friend, or other person involved in your care or payment for your care. In emergency situations, consent may be obtained retroactively when needed to reduce a serious and immediate threat to health or safety or when you are unconscious.

## VI. Your Rights Regarding Your PHI

You have the following rights with respect to your PHI:

### 1. Right to Request Limits on Uses and Disclosures

You have the right to ask us not to use or disclose certain PHI for treatment, payment, or health care operations. We are not required to agree to every request.

**2. Right to Request Restrictions for Out-of-Pocket Services Paid in Full**

You have the right to request restrictions on disclosure to a health plan when the PHI relates solely to a service you paid for out of pocket in full.

**3. Right to Request Confidential Communications**

You have the right to request that we contact you in a specific way or at a specific location, and we will accommodate reasonable requests.

**4. Right to Inspect and Receive Copies**

In most cases, you have the right to inspect and obtain an electronic or paper copy of your medical record and other information we maintain about you. We may charge a reasonable cost-based fee as permitted by law.

**5. Right to Receive an Accounting of Disclosures**

You have the right to request a list of certain disclosures made for purposes other than treatment, payment, or health care operations, and certain other exceptions allowed by law.

**6. Right to Request Amendment or Correction**

If you believe your PHI is incorrect or incomplete, you may request that we amend it. We may deny the request in certain circumstances, but will provide a written explanation.

**7. Right to Receive a Paper or Electronic Copy of This Notice**

You have the right to receive this notice in paper or electronic form.

**8. 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 may exercise your rights and make choices about your health information, as permitted by law.

**9. Right to Revoke an Authorization**

You may revoke a written authorization at any time in writing, except to the extent action has already been taken in reliance on it.

**10. Right to Opt Out of Certain Communications**

You may opt out of certain non-essential communications from the practice.

**11. Right to File a Complaint**

If you believe your privacy rights have been violated, you may file a complaint with us or with the U.S. Department of Health and Human Services, Office for Civil Rights. We will not retaliate against you for filing a complaint.

To file a complaint with HHS, contact:

**U.S. Department of Health and Human Services**

Office for Civil Rights

200 Independence Avenue, S.W.

Washington, D.C. 20201

Phone: (877) 696-6775

Website: [www.hhs.gov/ocr/privacy/hipaa/complaints](http://www.hhs.gov/ocr/privacy/hipaa/complaints)

## VII. Electronic Communication

We may communicate with you through phone, voicemail, email, secure client portal, telehealth platforms, and text messaging.

While we make reasonable efforts to use secure, HIPAA-compliant systems where available, no method of electronic communication can be guaranteed to be completely secure. By choosing to communicate electronically, you acknowledge and accept the risks associated with electronic communication.

Electronic communication should not be used for emergencies, urgent mental health concerns, or time-sensitive clinical matters. If you are in crisis or experiencing an emergency, call 911, call 988, or go to the nearest emergency room.

## VIII. SMS Communication and Consent

By providing your phone number through our website, scheduling system, intake forms, client portal, or other communication methods, you consent to receive SMS text messages from New Beginnings Counseling & Consulting Services, LLC for purposes including:

- appointment scheduling,
- appointment reminders,
- follow-up regarding services,
- general service-related communication.

Message frequency may vary. Message and data rates may apply.

You may opt out of SMS messages at any time by replying STOP. You may reply HELP for assistance.

Standard SMS text messaging is not a fully secure form of communication. Text messaging should not be used for emergencies, urgent mental health concerns, therapy services, diagnosis, or the transmission of highly sensitive clinical information.

SMS consent is not shared with third parties or affiliates for marketing purposes.

## IX. Use of Administrative Technology

Our practice may use automated systems, including AI-assisted tools, for limited administrative purposes such as:

- responding to general inquiries,
- scheduling support,
- appointment reminders,
- follow-up communication,
- directing clients to intake or scheduling resources.

These tools do not provide therapy, crisis support, diagnosis, treatment recommendations, or clinical decision-making. All clinical services are provided directly by a licensed therapist.

## X. Website Privacy and Terms of Use

### Website Content

The information on this website is provided for general informational purposes only. Content on this website is not medical advice, mental health advice, or a substitute for professional evaluation or treatment. Use of this website does not create a therapist-client relationship.

### No Emergency or Crisis Use

This website, contact forms, email, and text messaging are not intended for emergency or crisis communication. If you are experiencing a medical or mental health emergency, call 911, call 988, or go to the nearest emergency room.

## **Website Use**

By using this website, you agree to use it only for lawful purposes. You agree not to use this website in any way that could damage, disable, overburden, or impair the website or interfere with another person's use of the website.

## **No Guarantee**

We make reasonable efforts to keep information on this website accurate and current, but we do not guarantee that all content is complete, accurate, or up to date at all times.

## **Third-Party Links and Services**

This website may include links to third-party services or platforms, including scheduling systems, forms, telehealth platforms, maps, payment processors, or other external resources. We are not responsible for the privacy practices, content, availability, or terms of those third-party services. You are encouraged to review their policies separately.

## **Intellectual Property**

Unless otherwise stated, the content on this website, including text, branding, logos, graphics, and materials, is the property of New Beginnings Counseling & Consulting Services, LLC and may not be copied, reproduced, or distributed without permission, except as allowed by law.

## **Online Forms and Submitted Information**

If you choose to submit information through website forms, scheduling links, or intake systems, you understand that the information you provide will be used to respond to your inquiry, coordinate services, or facilitate intake and scheduling. Submission of a form does not guarantee the establishment of services.

## **Children's Privacy**

This website is not directed to children under the age of 13. We do not knowingly collect personal information directly from children through the website without appropriate parental or legal authorization.

## **Geographic Limits of Services**

Services are offered in accordance with applicable licensure laws and practice policies. Therapy services are only available to clients located in states where the clinician is authorized to practice at the time of service.

## **Limitation of Liability**

To the fullest extent permitted by law, New Beginnings Counseling & Consulting Services, LLC disclaims liability for damages arising from your use of, or inability to use, this website or related electronic communications.

## **XI. Changes to This Notice and Terms**

We reserve the right to update this document at any time. Any revisions will apply to all information maintained by the practice as permitted by law and will be made available in the office and on the website.

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