

TERMS OF USE

DO NOT USE THIS SERVICE FOR EMERGENCY MEDICAL NEEDS. IF YOU EXPERIENCE A MEDICAL EMERGENCY, IMMEDIATELY CALL 911 OR ANOTHER NATIONAL EMERGENCY PHONE NUMBER DEPENDING ON YOUR LOCATION.

If you are thinking about suicide or if you are considering taking actions that may cause harm to you or to others or if you feel that you or any other person may be in any danger or if you have any medical emergency, you must immediately call the relevant emergency service number, notify the relevant authorities, and seek immediate in-person assistance. The Talkspace website displays the suicide hotline in several prominent locations and has an index of national, regional, and state resources for mental health emergencies which we implore all users of this site to use when faced with an immediate or emergent crisis.



Please read these Terms of Use carefully ("Terms"). These Terms govern and apply to your access and use of the communication platform offered by Our Inner Journey in connection with the online therapy services we provide via the Our Inner Journey website at www.ourinnerjourney.com ("Website") (all hereinafter collectively, "OIJ" "We", "Us", and the "Service(s)") and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Service (collectively referred to as "Content"). By accessing or using the Service, you agree to comply with and to be bound by all of the terms and conditions described in these Terms. If you do not agree to all of these terms and conditions, you are not authorized to use the Service. The terms "you", "your," and "yourself" refer to the individual user of the Service.

APPOINTMENTS AND CANCELLATIONS

Cancellations or reschedules require 24 hours in advance. You are responsible for the entire fee if cancellation is less than 24 hours. The standard meeting time for

psychotherapy is 50 minutes. It is up to you, however, to determine the length of time of your sessions.

Requests to change the 50-minute session need to be discussed with the therapist in order for time to be scheduled in advance. A \$10.00 service charge will be charged for any checks returned for any reason for special handling. Cancellations and re-scheduled sessions will be subject to a full charge if NOT RECEIVED AT LEAST 24 HOURS IN ADVANCE. This is necessary because a time commitment is made to you and is held exclusively for you. If you are late for a session, you may lose some of that session time.

TELEPHONE ACCESSIBILITY

If you need to contact me between sessions, please leave a message on my voicemail. I am often not immediately available; however, I will attempt to return your call within 24 hours. In the event that you are out of town, sick or need additional support, phone sessions and tele-health are available. If a true emergency situation arises, please call 911 or any local emergency room.

SOCIAL MEDIA AND TELECOMMUNICATION

Due to the importance of your confidentiality and the importance of minimizing dual relationships, I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our therapeutic relationship. If you have questions about this, please bring them up when we meet and we can talk more about it.

ELECTRONIC COMMUNICATION

OIJ cannot ensure the confidentiality of any form of communication through electronic media, including text messages. If you prefer to communicate via email or text messaging for issues regarding scheduling or cancellations, we will do so. While OIJ may try to return messages in a timely manner, OIJ cannot guarantee immediate response and request that you do not use these methods of communication to discuss therapeutic content and/or request assistance for emergencies. Services by electronic

means, including but not limited to telephone communication, the Internet, facsimile machines, and e-mail are considered telemedicine.

Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. If you and your therapist chose to use information technology for some or all of your treatment, you need to understand that: (1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled. (2) All existing confidentiality protections are equally applicable. (3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee. (4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent. (5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to improved communication capabilities, providing convenient access to up-to-date information, consultations, support, reduced costs, improved quality, change in the conditions of practice, improved access to therapy, better continuity of care, and reduction of lost work time and travel costs.

Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnoses, and interventions based not only on direct verbal or auditory communications, written reports, and third-person consultations, but also on direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as your physical condition including deformities, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming, and hygiene including appropriateness of dress, eye contact(including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally to the therapist.

MINORS

If you are a minor, your parents may be legally entitled to some information about your therapy. OIJ will discuss with you and your parents' what information is appropriate for them to receive, and which issues are more appropriately kept confidential.

TERMINATION

Ending relationships can be difficult. Therefore, it is important to have a termination process in order to achieve some closure. The appropriate length of the termination depends on the length and intensity of the treatment. OIJ may terminate treatment after appropriate discussion with you and a termination process if OIJ determines that the psychotherapy is not being effectively used or if you are in default on payment. OIJ will not terminate the therapeutic relationship without first discussing and exploring the reasons and purpose of terminating. If therapy is terminated for any reason or you request another therapist, OIJ will provide you with a list of qualified psychotherapists to treat you. You may also choose someone on your own or from another referral source.

PRIVACY POLICY PRACTICE

OUR INNER JOURNEY'S PLEDGE REGARDING HEALTH INFORMATION:

OIJ understands that health information about you and your health care is personal. OIJ is committed to protecting health information about you. OIJ will create a record of the care and services you receive from us. We 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 OIJ may use and disclose health information about you. OIJ also describes your rights to the health information we keep about you and describe certain obligations we have regarding the use and disclosure of your health information. We are required by law to:

- Make sure that protected health information ("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.
- OIJ may change the terms of this Notice, and such changes will apply to all information we have about you. The new Notice will be available upon request, at our office, and on our website.

II. HOW OIJ MAY USE AND DISCLOSE HEALTH INFORMATION ABOUT YOU

The following categories describe different ways that OIJ uses and disclose health information. For each category of uses or disclosures, we will explain what we mean and try to give some examples. Not every use or disclosure in a category will be listed. However, all of the ways OIJ is 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 healthcare providers who have a 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 healthcare provider's own treatment, payment, or health care operations. OIJ may also disclose your protected health information for the treatment activities of any healthcare 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 personal health information, which is otherwise confidential, in order to assist the clinician in the 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, OIJ may disclose health information in response to a court or administrative order. OIJ may also disclose health information about your child in response to a subpoena, discovery request, or other lawful processes 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. OIJ keeps “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 our use in treating you. B. For our 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 our 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 psychotherapist practice, we will not use or disclose your PHI for marketing purposes.
3. Sale of PHI. As a psychotherapist practice, we will not sell your PHI in the regular course of our business.

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

Subject to certain limitations in the law, OIJ 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, our preference is to obtain 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 counterintelligence operations; or, helping to ensure the safety of those working within or housed in correctional institutions.

9. For workers' compensation purposes. Although our preference is to obtain Authorization from you, OIJ may provide your PHI in order to comply with workers' compensation laws.
10. Appointment reminders and health-related benefits or services. We may use and disclose your PHI to contact you to remind you that you have an appointment with me. We may also use and disclose your PHI to tell you about treatment alternatives, or other healthcare 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. OIJ 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 OIJ not to use or disclose certain PHI for treatment, payment, or health care operations purposes. We are not required to agree to your request and may say "no" if we 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 We Send PHI to You. You have the right to ask OIJ to contact you in a specific way (for example, home or office phone) or to send mail to a different address, and we 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 we have about you. OIJ 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 we may charge a reasonable, cost-based fee for doing so.
5. The Right to Get a List of the Disclosures OIJ Has Made. You have the right to request a list of instances in which we have disclosed your PHI for purposes other than treatment, payment, or healthcare operations, or for which you provided us with an Authorization. We will respond to your request for an

accounting of disclosures within 60 days of receiving your request. The list we will give you will include disclosures made in the last six years unless you request a shorter time. OIJ will provide the list to you at no charge, but if you make more than one request in the same year, we 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 to get a paper copy of this Notice, and you have the right to get a copy of this notice by email. And, even if you have agreed to receive this Notice via email, you also have the right to request a paper copy of it.

HIPAA

Health Insurance Portability Accountability Act (HIPAA)

Client Rights & Therapist Duties

This document contains important information about federal law, the Health Insurance Portability and Accountability Act (HIPAA), 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 we provide you with a notice of privacy practices for use and disclosure of PHI for treatment, payment and health care operations.

This document explains HIPAA and its application to your PHI in greater detail. The law requires that OIJ obtains your signature/electronic acceptance acknowledging that we have provided you with this. If you have any questions, it is your right and obligation to ask so we can have a further discussion prior to signing this document. Acceptance of our services will also represent an agreement between us. You may revoke this Agreement in writing at any time.

LIMITS ON CONFIDENTIALITY The law protects the privacy of all communication between a patient and a therapist. In most situations, OIJ 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 some situations where we are permitted or required to disclose information without either your consent or authorization. If such a situation arises, we will limit our disclosure to what is necessary.

Reasons I may have to release your information without authorization:

1. If you are involved in a court proceeding and a request is made for information concerning your diagnosis and treatment, such information is protected by the psychologist-patient privilege law. We cannot provide any information without your (or your legal representative's) written authorization, or a court order, or if we receive a subpoena of which you have been properly notified and you have failed to inform me that you oppose the subpoena. If you are involved in or contemplating litigation, you should consult with an attorney to determine whether a court would be likely to order me to disclose information.
2. If a government agency is requesting the information for health oversight activities, within its appropriate legal authority, OIJ may be required to provide it for them.
3. If a patient files a complaint or lawsuit against OIJ, we may disclose relevant information regarding that patient in order to defend Our Inner Journey, Inc.
4. If a patient files a worker's compensation claim, and we are providing necessary treatment related to that claim, we must, upon appropriate request, submit treatment reports to the appropriate parties, including the patient's employer, the short or long term health insurance carrier or an authorized qualified rehabilitation provider.
5. OIJ may disclose the minimum necessary health information to my business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. OIJ business associates sign agreements to protect the privacy of your information and are not allowed to use or disclose any information other than as specified in our contract. These services may include clinical consultation, supervision, and management of client records.

There are some situations in which OIJ is legally obligated to take actions, which we believe are necessary to attempt to protect others from harm, and we may have to reveal some information about a patient's treatment:

1. If we know, or have reason to suspect, that a child under 18 has been abused, abandoned, or neglected by a parent, legal custodian, caregiver, or any other person responsible for the child's welfare, the law requires that we file a report with the Washington, DC Abuse Hotline. Once such a report is filed, we may be required to provide additional information.
2. If we know or have reasonable cause to suspect that a vulnerable adult has been abused, neglected, or exploited, the law requires that we file a report with the Washington, DC Abuse Hotline. Once such a report is filed, we may be required to provide additional information.
3. If we believe that there is a clear and immediate probability of physical harm to the patient, to other individuals, or to society, we may be required to disclose information to take protective action, including communicating the information to the potential victim, and/or appropriate family member, and/or the police or to seek hospitalization of the patient.

CLIENT RIGHTS AND THERAPIST DUTIES

Use and Disclosure of Protected Health Information:

For Treatment – We use and disclose your health information internally in the course of your treatment. If we wish to provide information outside of our practice for your treatment by another healthcare provider, we will have you sign an authorization for the release of information. Furthermore, authorization is required for most uses and disclosures of psychotherapy notes.

For Payment – OIJ may use and disclose your health information to assist you in obtaining out-of-network benefits for services provided to you.

For Operations – OIJ may use and disclose your health information as part of our internal operations. For example, this could mean a review of records to assure quality. We may also use your information to tell you about services, educational activities, and programs that we feel might be of interest to you. Patient's Rights:

- Right to Treatment – You have the right to ethical treatment without discrimination regarding race, ethnicity, gender identity, sexual orientation, religion, disability status, age, or any other protected category.

- Right to Confidentiality – You have the right to have your health care information protected. You can ask us not to share that information for the purpose of out-of-network reimbursement with your health insurer. OIJ will agree to such unless a law requires us to share that information.
- Right to Request Restrictions – You have the right to request restrictions on certain uses and disclosures of protected health information about you. However, we are not required to agree to the restriction you request.
- Right to Receive Confidential Communications by Alternative Means and at Alternative Locations – You have the right to request and receive confidential communications of PHI by alternative means and at alternative locations.
- Right to Inspect and Copy – You have the right to inspect or obtain a copy (or both) of PHI. Records must be requested in writing and the release of information must be completed. Furthermore, there is a copying fee charge of \$1.00 per page. Please make your request well in advance and allow 2 weeks to receive the copies. If we refuse your request for access to your records, you have a right to review them, which I will discuss with you upon request.
- Right to Amend – If you believe the information in your records is incorrect and/or missing important information, you can ask us to make certain changes, also known as amending, to your health information. You have to make this request in writing. You must tell us the reasons you want to make these changes, and if we refuse to do so, we will respond in writing within 60 days.
- Right to an Accounting – You generally have the right to receive an accounting of disclosures of PHI regarding you. At your request, we will discuss with you the details of the accounting process.
- Right to Choose Someone to Act for You – If someone is your legal guardian, that person can exercise your rights and make choices about your health

information; OIJ will make sure the person has this authority and can act for you before we take any action.

- Right to Choose – You have the right to decide not to receive services from OIJ. If you wish, we will provide you with the names of other qualified professionals.
- Right to Terminate – You have the right to terminate therapeutic services with me at any time without any legal or financial obligations other than those already accrued. We ask that you discuss your decision with us in session before terminating or at least contact me by email or phone to let us know you are terminating services.
- Right to Release Information with Written Consent – With your written consent, any part of your record can be released to any person or agency you designate. Together, we will discuss whether or not OIJ thinks releasing the information in question to that person or agency might be harmful to you.

Therapist's Duties:

Our Inner Journey is required by law to maintain the privacy of PHI and to provide you with a notice of our legal duties and privacy practices with respect to PHI. We reserve the right to change the privacy policies and practices described in this notice. Unless we notify you of such changes, however, we are required to abide by the terms currently in effect. If we revise our policies and procedures, we will provide you with a revised notice in office during our session.