



POLICIES AND INFORMED CONSENT

GENERAL INFORMATION

This agreement, *Policies and Informed Consent*, contains information about the services and policies of **Recharge Online Therapy A Marriage and Family Therapy Corporation, dba Recharge Online Therapy**. Please read it carefully. When you agree to it, you acknowledge that you have read, understood and accepted its contents. This agreement and our *Client Instructions, HIPAA Notice of Privacy Practices, Terms and Conditions* and *Privacy Policy* and any documents, policies, rules and other terms that are expressly incorporated herein by reference set forth a legally binding agreement between you and Recharge Online Therapy and govern and explain how you may use our website, third party vendors' website(s)/app(s) and our services.

Information About This Practice

Recharge Online Therapy is an online outpatient psychotherapy practice that provides individual psychotherapy services and consultation to residents of California above the age of 18. Recharge Online Therapy can treat a wide variety of mild to moderate mental health issues and other behavioral, emotional and relational issues including but not limited to depression, anxiety, substance abuse, trauma, life transitions and dating and relationship issues. Our role is to provide convenient, ongoing mental health care to you. We also help identify the appropriate type of care for you and/or recommend a therapist through our optional matching session service.

We cannot effectively address mental health issues that are severe, debilitating or pose safety threats. In the event that more intensive treatment is needed and/or we determine that we are not the most appropriate fit for you, quality recommendations and referrals will be provided.

Office Hours

Our office hours are Monday to Friday 10am-6pm.

Contact Information

You can reach us at our company email address: info@rechargeonlinetherapy.com.

Information About Your Therapist

Recharge Online Therapy employs licensed marriage and family therapists, licensed clinical social workers, licensed psychologists or licensed professional clinical counselors; we do not employ pre-licensed professionals.

When you scheduled your appointment, your therapist's specific license was beside their name. Your therapist's specific license will always be displayed on our website and when you schedule a session. You acknowledge that you have been informed and are aware of your therapist's specific license at this time.

At an appropriate time, your therapist will discuss their professional background with you and provide information regarding their experience, education, special interest(s) and professional orientation. You are free to ask questions about your therapist's background, experience and professional orientation at any time.

Scope of Practice

Your therapist provides psychotherapy using various methods depending on their professional orientation, their assessment of you and the issue(s) being treated. The methods utilized include but are not limited to cognitive behavioral therapy, psychodynamic therapy, person-centered therapy, existential therapy and mindfulness. Your therapist **does not** provide medication, prescription recommendation(s) or legal advice as these activities are not within their scope of practice.

Information About Our Services

Message Therapy (“Message Session”)

A message session is a 15-minute text-based messaging appointment with a licensed therapist over secure message.

Video Therapy (“Video Session,” “Standard Session”)

A video session is a 45-minute face-to-face video appointment with a licensed therapist over secure video.

Matching Session (Optional Introductory Service)

A matching session is a 45-minute face-to-face video consultation with a licensed therapist (“matching therapist”) over secure video. The matching session occurs **before** therapy begins and provides guidance regarding the most appropriate therapy regimen and therapist for the client. The matching therapist may or may not become the client’s ongoing, primary therapist.

THE PROCESS OF THERAPY

Psychotherapy and the Therapeutic Relationship

Psychotherapy is the process of discussing your thoughts, feelings, actions and choices with a therapist to alleviate suffering. Your therapist will create a safe, empathetic and non-judgmental atmosphere that helps you open up to them. The relationship between you and your therapist is essential to the process. Your therapist contributes knowledge, expertise and clinical skills, and you, an attitude of collaboration and consistency. During therapy, your therapist will provide ongoing assessment/treatment planning, monitor progress and respond to your disclosures with feedback, interventions and recommendations. It takes active involvement, authenticity and vulnerability, on your part, to get the most out of therapy. You have the right to agree or disagree with your therapist’s input. Though it is the intention of your therapist to address your issues and help you reach your goals, they cannot guarantee a specific outcome or result.

Using Multiple Individual Therapists

In order to protect the therapeutic relationship, the use of multiple therapists for individual therapy is not condoned. We require that all ongoing sessions regardless of session type be scheduled with the same therapist. If you are under the care of another therapist for individual therapy, we recommend that you disclose this to your therapist as soon as possible.

Switching Individual Therapists

If you find that you are dissatisfied with your therapist or sessions, it is important to speak with your therapist directly. Your therapist will use not take your dissatisfaction and/or concerns personally. A discussion about your experience and what is/is not working is usually beneficial as it provides an opportunity for improvement or a smoother transition to another therapist. If you are uncomfortable approaching the topic with your therapist, contact us and we will work with you to resolve your concerns.

Diagnosis and Treatment Plan

After a few sessions, your therapist will form a diagnostic impression, create a treatment plan and discuss their view of the possible outcomes of treatment. It is important to remember that not all clients receive a diagnosis. You can discuss your diagnosis, or lack thereof, and treatment with your therapist at any time. Your therapist will review your diagnosis and treatment plan periodically. You have a right to ask about other treatments for your condition and their benefits and risks.

For Message Therapy

Therapists cannot generate an official diagnosis and/or treatment plan if you engage solely in message therapy. We have integrated a brief assessment and plan into the service to ensure appropriateness for each client. In some cases, more information is needed and your therapist may request an assessment over video. If this occurs and you agree, you will book the assessment on our scheduler. Click “Existing Client” then “Video Session – First Appointment/Assessment (Following Matching Session*)” and follow the prompts.

Benefits and Risks

Your participation in psychotherapy can lead to many benefits depending on what issues you are facing. The benefits of psychotherapy include but are not limited to symptom reduction, solution(s) to issue(s), an increased sense of well-being/enjoyment of life, improved relationship(s), increased self-knowledge/self-acceptance and decreased self-destructive behavior(s)/pattern(s). Though these potential benefits are encouraging, it is important to keep in mind that there are also potential risks. As you discuss unpleasant aspects of your life, you may feel worse off than you were at the start, experience discomfort and other difficult feelings like sadness, worry, anger, overwhelm/helplessness, guilt, anxiety, depression, etc. Psychotherapy may result in decisions and intended/unintended changes in behavior that affect employment, substance use, education and/or relationships. Sometimes those closest to you will have a hard time with these decisions and changes. Change can be fast and overwhelming or slow and frustrating. Some people choose to leave therapy as difficult feelings, experiences or changes occur, which is understandable but may be self-defeating. If you feel the urge to end therapy due to difficulties like these, please discuss your experience with your therapist.

Dual Relationships

The therapeutic relationship can become close and feel significant or even intense. While this is normal, your therapist must remain professional and cannot at any time, during or after your course of therapy, become friends or engage in any business endeavors with you. Sexual relations between therapist and client are **never allowed** under any circumstances. Boundaries are important for therapy to work and essential for a safe, ethical and professional therapeutic relationship. Therapy never involves any type of dual relationship (friendship, business, sexual, etc.) that could impair objectivity, clinical judgment or effectiveness, or be exploitative in nature.

Additionally, if you happen to see your therapist in public, they will not approach you in order to maintain your confidentiality and protect the therapeutic relationship. If you choose to say hello, they will respond, but keep their conversation with you to a minimum.

ALTERNATIVES TO THERAPY

Psychotherapy is not the only option to address your mental health issues. There are alternatives to our services (online individual psychotherapy) that include but are not limited to treatment programs, group therapy, couples therapy, family therapy, medication, clinical or regular hypnosis, religious counseling, 12-step meetings, diet/exercise, yoga/meditation, neurofeedback, psycho-education, self-help books/courses, etc. Of course, there is also the option of choosing no treatment at all.

Another alternative to online psychotherapy is in-person psychotherapy, which may be preferable for you or provide better outcomes. For more information, see the section of this agreement titled “Informed Consent for Teletherapy.”

If you believe psychotherapy may not be for you, please discuss it with your therapist or us.

SOCIAL NETWORKING

Any engagement between Recharge Online Therapy and any others including prospective, current or former clients on the company’s social media accounts does not constitute professional or consulting services and should not be considered a professional relationship.

Additionally, therapists employed with Recharge Online Therapy should not accept friend/follow requests from or communicate with prospective, current or former clients on social networking sites such as Facebook, Instagram or any others because it blurs boundaries and could comprise confidentiality and privacy.

MEDICAL ISSUES AND MEDICATION

There is often overlap between physical and mental health. It is important to stay up to date with your physical health, obtain annual physical examinations and manage any physical health conditions. Additionally, you are encouraged to follow up with referrals provided to you.

At times, medication is more effective than therapy is on its own and can be helpful depending on your circumstances. Your therapist is not able to prescribe medication but can discuss your thoughts about medication, provide referrals to psychiatrists in your area and coordinate treatment.

SUBSTANCE USE

We expect you to be sober and not under the influence of alcohol and/or recreational drugs during your therapy sessions. If you attend a session under the influence, your therapist will end the session and you will not be refunded for it. Furthermore, your therapist may reassess the feasibility of continuing your work together.

COMMUNICATION PROCEDURES, THERAPIST AVAILABILITY AND EMERGENCY PROCEDURES

Communication Procedures

You will make selections about how Recharge Online Therapy and your therapist can communicate with you when you complete your onboarding paperwork (via a document titled “Intake Questionnaire”). Please be sure to inform us if you do not wish to be contacted at a particular time, place, or by a particular means.

Additionally, it is our policy that communication with your therapist between sessions be limited to their company email address only.

Therapist Availability Between Sessions

As providers at an outpatient psychotherapy practice, our therapists are not typically available between sessions. For this reason, issues are best addressed within regularly scheduled sessions. To communicate between sessions, you must contact your therapist using their company email address only; you can expect a response during their normal work days and hours. Your therapist’s company email address and work schedule can be found on our website (About > Our Team). We recommend that the content of your email be brief and impersonal (i.e., administrative) and that you do not share sensitive information. For more information, refer to *Client Instructions*.

In rare circumstances, following an email, your therapist may decide that a phone session is appropriate. If this is the case, your therapist will call you from a restricted number. Phone sessions will be billed as an “other service.” For more information, see the section of this agreement titled “Payments/Cost of Other Services.”

Emergency Procedures

Recharge Online Therapy does not explicitly offer crisis care. In the event of a medical or psychiatric emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance or go to the emergency room closest to you.

Do not contact your therapist or Recharge Online Therapy.

Resources Available for Immediate Help, 24/7:

Emergency: Call 911/ Visit Emergency Room

National Suicide Prevention Lifeline: 1-800-273-8255

Crisis Text Line: Text 'HOME' to 741741
National Domestic Violence Hotline: 1-800-799-7233
National Sexual Assault Hotline: 1-800-656-4673

CLIENT SCHEDULING AND ATTENDANCE POLICY

Duration of Sessions

Message Session - 15 minutes
Video Session - 45 minutes
Matching Session - 45 minutes

Client Scheduling

The typical therapy regimen is a weekly 45-minute session. Although our service options offer the flexibility to have more or less therapy, we strongly advise that you start with at least a weekly 45-minute video session and discuss your ongoing therapy regimen with your therapist. All sessions must be scheduled with one therapist.

Additionally, it is best to schedule your sessions on the same day/time each week (“recurring sessions”), as far out as three months, to hold your slot. Recurring sessions do not require you to pre-pay and can be adjusted to accommodate changes as long as changes are requested per applicable policies. All scheduled sessions are subject to our cancellation, no-show and refund policies.

For more information, refer to *Client Instructions*.

Session Types

When establishing your therapy regimen, you can choose any session type you want, add a new session type or switch your session type at any time. For example, you can start with a weekly message session, add a video session or switch to weekly video sessions entirely. Again, all sessions must be scheduled with one therapist.

Scheduling Same-Day and Next-Day Sessions

Online scheduling is only available for sessions with appointment times 48 or more hours in the future. We do not allow online scheduling for same-day or next-day sessions at this time. If you would like to request a same-day or next-day session, contact us.

Scheduling Your Online Session

You will use our online scheduling system (“scheduler”) located on our website (Schedule Now) to book and manage all your appointments. All sessions must be booked on the scheduler and managed (changed/cancelled) using your appointment confirmation email. For more information, see the section of this agreement titled “Changes to Scheduled Sessions” and “Cancellations to Scheduled Sessions.”

During scheduling, you will be asked to make selections that have important implications such as whether you are a new or existing client. New clients have not previously booked sessions with us and need to fill out onboarding paperwork. Existing clients have booked one or more session(s) with us and do not need to fill out onboarding paperwork. You will only book as a new client once.

When you use our scheduler make your selections carefully as errors, on your part, will be subject to this agreement, specifically our cancellation, no-show and refund policies. Additionally, we reserve the right to cancel your appointment(s) if incorrect selections are made or you are unable to utilize the software appropriately.

For more information, refer to *Client Instructions*.

Client Attendance

Our client portal (“portal”) located on our website (Portal) is where all sessions take place. We recommend that you log-in and familiarize yourself with the portal before your first session. We also recommend that you enter the portal 5-10 minutes before each appointment to ensure timeliness.

Regular and timely attendance is imperative to your progress in therapy. If you are late to your appointment, it will still conclude at the scheduled end time. Your therapist will wait for you for up to 10 minutes. After that cut-off time, your session will be cancelled and you will be considered a no-show. No-shows will result in a late-cancellation fee. For more information, see the section of this agreement titled “Cancellations to Scheduled Sessions.” Keep in mind that inconsistent attendance may result in the termination of your treatment. For more information, see the section of this agreement titled “Termination.”

PAYMENTS

Cost of Sessions

Message Session - \$49
 Video Session - \$99
 Matching Session - \$129

Forms of Payment

We accept all major credit and debit cards.

Time of Payment

Your first appointment (message/video/matching) and the first appointment after a matching session (if applicable) are charged when scheduled (pre-paid). Follow-up sessions will be charged to your authorized payment method on file 24 to 48 hours after the conclusion of your session.

For clarification, if you forgo the matching session, only your first message or video session will be charged when scheduled (pre-paid). If you schedule a matching session, then the matching session and first message or video session after it will be charged when scheduled (pre-paid).

An exception exists if you engage in message therapy and your therapist requests an assessment. If that’s the case, you will be charged when your assessment is scheduled (pre-paid).

NEW CLIENT	
Message Session (New)	Pre-pay when schedule
Video Session (New)	Pre-pay when schedule
Matching Session (New)	Pre-pay when schedule
EXISTING CLIENT	
Message Session – F/U Appointment	Charged after appointment
Video Session – F/U Appointment	Charged after appointment
Message Session – First Appt/Assessment (Following Matching Session*)	Pre-pay when schedule
Video Session – First Appt/Assessment (Following Matching Session*)	Pre-pay when schedule

Issues with Payment

If your payment is declined, we will contact you directly to coordinate an alternate payment method. A balance that exceeds the cost of two sessions will interrupt your care until it is paid in full except in cases of emergencies. If the balance is not paid within a reasonable timeframe, we may have to terminate your treatment entirely.

Cost of Other Services

“Other services” include but are not limited to report writing, telephone conversations lasting more than 5 minutes (phone sessions), preparation of treatment records or treatment summaries and time spent performing any other service. If you request or partake in “other services,” you will be billed for your therapist’s time based on the standard session rate (video session rate).

Changes to Session Cost

We reserve the right to revise our prices at any time to keep up with our growing business and team costs. We will update you by email before a price increase occurs if you are affected (current client).

Good Faith Estimate Notice

You have the right to receive a “Good Faith Estimate” explaining how much your medical and mental health care will cost.

For more information, refer to *Good Faith Estimate Notice*.

CANCELLATIONS TO SCHEDULED SESSIONS

Client Cancellations

Cancellation Policy

A cancellation must be made at least 48 hours prior to your scheduled session’s start time through your appointment confirmation email or it will be subject to a late-cancellation fee. You may not cancel a session after the cut-off time and/or by any other means (i.e., client portal, phone call, email, etc.). If you lost or deleted your appointment confirmation email, contact us before the cut-off time.

To cancel a session:

1. Go into your email account and find the appointment confirmation email for the session you would like to cancel (you received this email when you scheduled the session).
2. Click the “Change/Cancel Appointment” button and follow the prompts.

Late-Cancellation Fee

Cancellations received after the cut-off time and/or by any means other than appointment confirmation email will be considered late cancellations and result in a late-cancellation fee. The late-cancellation fee is equal to the session rate and will be charged to the authorized payment method on file (follow-up sessions) or kept (pre-paid sessions). Other situations in which you will be charged a late-cancellation fee include but are not limited to no-shows and changes that are not requested per policy.

Therapist Cancellations

Our therapists are reliable and strive to honor their appointments but may have to cancel a scheduled session for an unforeseeable reason (sick, emergencies, etc.). If your therapist has to cancel, they will provide you with notice before your appointment start time and you will not be charged.

CHANGES TO SCHEDULED SESSIONS

A change must be made at least 48 hours prior to your scheduled session’s start time through your appointment confirmation email or it will be subject to a late-cancellation fee. You may not change a session after the cut-off time and/or by any other means (i.e., client portal, phone call, email, etc.). If you lost or deleted your appointment confirmation email, contact us before the cut-off time.

Changes received after the cut-off time and/or by any means other than appointment confirmation email will be considered late cancellations and result in a late-cancellation fee.

To change a session:

1. Go into your email account and find the appointment confirmation email for the session you would like to change (you received this email when you scheduled the session).
2. Click the “Change/Cancel Appointment” button and follow the prompts.

NO-SHOWS (MISSED APPOINTMENTS)

Your therapist will wait for you for up to 10 minutes. After that cut-off time, your session will be cancelled and you will be considered a no-show. No-shows will result in a late-cancellation fee. For more information, see the section of this agreement titled “Cancellations to Scheduled Sessions.”

REFUNDS

We do not offer refunds for services provided or late-cancellation fees.

If you pre-paid for a service and cancel in accordance with our cancellation policy, you will be refunded.

If you were charged in error or feel entitled to a refund for any reason, please contact us.

INSURANCE REIMBURSEMENT

We are an out-of-network provider and do not accept insurance. If you wish to use your insurance, you will pay us the full rate for your session, request a superbill (receipt of services) and seek reimbursement from your insurance company directly. Please keep in mind that insurance companies have specific requirements and limitations that can affect reimbursement. Therefore, reimbursement is not guaranteed. Although it varies from plan to plan, most PPO policies with out-of-network benefits will reimburse you a certain percentage of the session rate. Superbills are not available for message therapy sessions or matching sessions at this time.

CONFIDENTIALITY

As a client, you have privileged communication with your therapist. This means that your therapeutic relationship, disclosures and treatment record are confidential and may not be revealed to anyone without your written permission (via a document titled “Authorization to Release Information”) except where the law requires disclosure. Some instances in which the law requires disclosure include if your therapist determines that you are a danger to yourself/others or suspects that a child (age 18 and younger), elderly adult (age 65 or over) or dependent adult (age 18-64 with physical or mental limitations that restrict their ability to carry out normal activities or protect their rights) is being neglected or abused. Some other instances in which disclosure may be required include legal proceedings or if you have not paid your bill for sessions and we pursue payment via collections agencies, etc. While this written summary of exceptions to confidentiality should prove helpful in informing you about potential problems, it is important to discuss any questions or concerns you have with your therapist. For more detailed information about your confidentiality, see our *HIPAA Notice of Privacy Practices* listed on our website and included in your onboarding paperwork.

Insurance Reimbursement and Confidentiality

If you request a superbill in order to seek reimbursement from your health insurance company, we may be required to share your diagnosis and treatment information with your health insurance company. We have no control or knowledge over what insurance companies do with the information submitted or who has access to it.

Professional Consultation and Confidentiality

Your therapist may consult other professionals about you and their other clients on a regular basis in order to provide the best possible service. Names and other identifying information will not be mentioned. Your identity will remain anonymous and your confidentiality will be fully maintained.

LITIGATION LIMITATION

You agree that should there be legal proceedings including but not limited to divorce, custody disputes, injuries, lawsuits, etc. neither you, your attorney or anyone else acting on your behalf will call your therapist, the owner or other associates of Recharge Online Therapy to testify in court or at any other proceeding. You also agree that should there be legal proceedings neither you, your attorney or anyone else acting on your behalf will request all or any part of your treatment record unless otherwise agreed upon. This specific section of the agreement exists because of the nature of the therapeutic process which often involves making full disclosures with regard to many matters that may be confidential.

TREATMENT RECORDS

The laws of California and standards of the profession require that we keep treatment records. At Recharge Online Therapy, treatment records are kept electronically. Your treatment record contains information collected by your therapist and us. The information is mainly used by your therapist for treatment purposes such as assessment, diagnosis, treatment planning and progress review over time. It can also be used, with your written permission, to coordinate your treatment with other professionals, significant others or family members. For more detailed information about how we may use your information, see our *HIPAA Notice of Privacy Practices*.

Retention

We will maintain treatment records for seven years following the termination of your treatment. After seven years, treatment records will be destroyed in a manner that preserves confidentiality.

Right to Review

You have the right to inspect or receive a copy of your treatment record, or receive a treatment summary in lieu of your treatment record, at any time except in limited legal or emergency circumstances or when we assess that the release of such information would be harmful in any way. If we deny your request to inspect or receive a copy of your treatment record and you do not agree to receive a treatment summary in lieu of it, we will provide your treatment record to an appropriate and legitimate healthcare professional of your choice (considering the above exceptions).

We require written notice to inspect or receive a copy of your treatment record. Your therapist will also discuss your request in your therapy session. If an inspection of your treatment record is requested in writing, we will respond within 5 days. If a copy of all or part of your treatment record is requested in writing, we will respond within 15 days. Typically, treatment summaries are provided within 10 days. Fees may apply for any cost associated with your request.

ELECTRONIC COMMUNICATION

Emails, voicemails, text messages, notifications and any other kind of electronic communication can be inadvertently accessed by unauthorized people compromising the privacy and confidentiality of such communication. There are additional potential risks of using electronic communication that include but are not limited to the unintentional sending of an email or text containing confidential information to the wrong recipient, theft or loss of the device storing confidential information, etc.

We cannot guarantee confidentiality through electronic communication but have implemented measures to mitigate the potential risks. We use a secure, HIPAA compliant scheduler, client portal for message and video sessions and company email service. Emails that include PHI will always be encrypted (you will be notified of the password). Our therapists are also instructed to add passwords to their networks and devices (computers and phones), to double check email addresses/phone numbers when contacting clients and to keep their equipment and software updated.

We recommend that you contain your communication with your therapist to session time. If you decide to communicate between sessions, you must do so using your therapist's company email addresses only. Communicating in any other way carries additional risks to your privacy and confidentiality. Additionally, we

recommend that the content of your messages be brief, administrative in nature (i.e., running late to your session, etc.) and not treatment related. Email messages may contain viruses or other defects and it is your responsibility to ensure a message is virus-free before opening it. Keep in mind any communication may become part of the treatment record.

If you would like to avoid or limit the use of any of these forms of communication, please contact us.

TERMINATION

The length and termination of your treatment depend on the specifics of your treatment plan and progress. As you approach the completion of your treatment goals, your therapist will discuss a termination plan with you over the course of termination session(s). You may discontinue therapy at any time but it is best to plan for it in collaboration with your therapist. After termination, you may return to therapy by scheduling a session online.

If it is determined that you are not benefiting from treatment, treatment alternatives may be discussed. Treatment alternatives may include referrals to other therapists, changes to your treatment plan or termination of treatment. If you would like referrals or help to ease your transition, let your therapist know. With your written permission, your therapist may speak with a therapist of your choice and provide them with necessary information. You may also choose another therapist on your own or from another referral source.

If your account is unpaid or it is determined that you are not in need of/benefitting from treatment or your treatment is beyond your therapist's/our scope of competence (i.e., you need a higher level of care), we may terminate your treatment. We will not terminate your treatment without first discussing the reasons/purpose of termination and providing you with treatment alternatives/referrals.

If you stop coming to therapy in the form of successive missed sessions, without prior arrangement, your therapist will attempt to contact you to schedule termination session(s) or gain clarity on whether/why you are terminating therapy. If they are unable to reach you, for legal and ethical reasons, your therapist and Recharge Online Therapy will consider the professional relationship discontinued.

CLIENT COMPLAINTS AND GRIEVANCES

We encourage you to discuss complaints, grievances or disappointments with your therapist personally. If you believe your therapist has acted unprofessionally, irresponsibly or illegally in any way, you can file a complaint with the Board of Behavioral Sciences.

Notice to Clients

The Board of Behavioral Sciences receives and responds to complaints regarding services provided within the scope of practice of marriage and family therapists, clinical social workers, psychologists or professional clinical counselors. You may contact the board online at www.bbs.ca.gov or by calling (916) 574-7830.

Privacy Rights

If you believe your privacy rights have been violated, you may file a complaint with the Department of Health and Human Services. For more information, see our *HIPAA Notice of Privacy Practices*.

MEDIATION AND ARBITRATION

For any disputes arising out of or in relation to this agreement, you agree to first contact us at info@rechargeonlinetherapy.com and attempt to resolve the dispute with us informally. In the unlikely event that we cannot resolve the dispute with you within a reasonable amount of time, the dispute will be referred to mediation before and as a pre-condition of the initiation of arbitration. The mediator shall be a neutral third party chosen by both you and Recharge Online Therapy. The cost of such mediation, if any, shall be split equally, unless otherwise agreed upon. In the event that mediation is unsuccessful, any unresolved controversy related to this agreement should be submitted to and settled by binding arbitration in Los Angeles, California in accordance with the rules of the American Arbitration Association, in effect at the time the demand for

arbitration is filed. Notwithstanding the foregoing, in the event that your account is unpaid and there are not prior arrangements regarding payment, Recharge Online Therapy can use legal means (i.e., collections agencies, etc.) to obtain payment. The prevailing party in the arbitration or collection proceeding shall be entitled to recover a reasonable sum as and for attorneys' fees. In the case of arbitration, the arbitrator will determine that sum.

INFORMED CONSENT FOR TELETHERAPY

Teletherapy is the provision of psychotherapy services (assessment, consultation, treatment, education, case management) by electronic means over the internet via secure video and secure message and in some instances phone or email.

Teletherapy has the same purpose and intention as in-person therapy however, you understand that due to the nature of technology, teletherapy may be experienced somewhat differently. You agree and consent to engage in teletherapy. You also agree and consent to the following:

- You are a resident of California. This is a legal requirement for therapists with a California license.
- This agreement, our *Client Instructions*, *HIPAA Notice of Privacy Practices*, *Terms and Conditions* and *Privacy Policy* and any documents, policies, rules and other terms incorporated herein by reference, apply with respect to teletherapy services.
- You have a right to withhold or withdraw consent at any time without affecting the right to future treatment.
- You have a right to confidentiality with regard to your treatment and related communications under the same laws that protect the confidentiality of those doing in-person therapy. For more information, see the section of this agreement titled "Confidentiality."
- You or your therapist may not record (audio or video) sessions without the other party's written permission.
- Message therapy dialogues are kept in full and cannot be removed from the treatment record.
- It is your responsibility to use a network and location that is private and free from distractions such as driving a car, being in a ride share or having intrusions or others around.
- There are potential risks associated with teletherapy despite implemented measures to mitigate these risks. Potential risks include but are not limited to your therapist's inability to make the same, complete clinical observations as they would in in-person sessions (i.e., your therapist will not be able to make an official diagnosis with message therapy, etc.), miscommunications between you and your therapist, interruptions or background noise during sessions, being intercepted/overheard by unauthorized person(s) during sessions and disruption or distortion by technical failures, etc.
- There are benefits associated with teletherapy. Benefits include but are not limited to easier access to treatment, improved continuity of care, improved communication capabilities, reduction of cost, added convenience of meeting from your desired location and reduction of lost work time and travel.
- Though you may benefit from teletherapy, results cannot be guaranteed. In some instances, teletherapy may not be as effective or provide the same results as in-person therapy. If your therapist determines that you will be better served by in-person therapy, they will discuss it with you and refer you to in-person services near you.
- At the beginning of each session, you will verify your name and current location.
- Your therapist will not be in the same location as you in the event of a crisis and will be unable to assist you in an emergency situation. Your therapist will further discuss emergency procedures specific to teletherapy during your first session and provide you with local resources. If you require emergency care, call 911 or go to the emergency room closest to you. For more information about emergency situations, see the section of this agreement titled "Communication Procedures, Therapist Availability and Emergency Procedures."
- Clients who are at risk of harm to self or others are not suitable for teletherapy. If this is the case or becomes the case, your therapist will provide referrals.
- The policies and fees mentioned in the section of this agreement titled "Payments" apply to your teletherapy sessions. Additionally, some insurance policies that have mental health coverage may not reimburse for any type of teletherapy sessions.

INTERNET AND SYSTEM/SOFTWARE REQUIREMENTS

You must have internet for all sessions. A reliable, high-speed internet connection with a bandwidth above 10-15 mbps is recommended. Google Chrome, Mozilla Firefox, Apple Safari and Microsoft Edge are all supported; use the most updated version possible. Internet Explorer is not supported. Make sure to enable cookies on your browser.

A laptop or desktop (Apple and Windows), mobile device (iOS or Android) or tablet is required for all sessions. It is recommended that the device be purchased in the last two years. Computers must have at least 2.5 GHz processor and 4 GB of RAM and use the most updated system/software (Big Sur, Catalina or Mojave for Apple computers or Windows 11 and 10 for Windows computers). Mobile devices must use at least iOS 13 and Android 7.0.

ACKNOWLEDGEMENT OF SOFTWARE USE

You acknowledge that you understand how to use our third-party software (client portal, scheduler, etc.), and that errors, on your part, will be subject to this agreement, specifically our cancellation, no-show and refund policies. We reserve the right to cancel your appointment(s) if you are unable to utilize the software appropriately.

You agree to read *Client Instructions* before your first session and use it to guide you through the scheduling process, managing your appointments, the client portal, etc. The *Client Instructions* document is located at the bottom of our website and is present each time you schedule an appointment.

ACKNOWLEDGEMENT OF REQUIRED ACTION

⇒ You agree to **read, understand and accept** all the following documents before your first session:

<i>Client Instructions</i>	<ul style="list-style-type: none"> • Use as a guide for scheduling, managing appointments, client portal • Available to view and print on our website
<i>Good Faith Estimate Notice</i>	<ul style="list-style-type: none"> • Available to view and print on our website
<i>Terms and Conditions</i>	<ul style="list-style-type: none"> • Available to view and print on our website
<i>Privacy Policy</i>	<ul style="list-style-type: none"> • Available to view and print on our website

⇒ You agree to **read, understand, accept and complete** all the following documents (“onboarding paperwork”) before your first session:

- Failure to complete your onboarding paperwork on time may result in appointment cancellation.

Onboarding Paperwork	
<i>HIPAA Notice of Privacy Practices</i>	<ul style="list-style-type: none"> • E-sign in portal • Available to view and print on our website
<i>Policies and Informed Consent</i>	<ul style="list-style-type: none"> • E-sign in portal • Available to view and print on our website
Good Faith Estimate	<ul style="list-style-type: none"> • E-sign in portal
Intake Questionnaire	<ul style="list-style-type: none"> • Fill out/e-sign in portal
Payment Authorization Form	<ul style="list-style-type: none"> • Fill out/e-sign in portal
Credit Card Information	<ul style="list-style-type: none"> • Follow prompts to verify credit card information