



## **PRIVACY POLICY**

*Effective Date: December 2025*

### **PURPOSE**

This Privacy Policy explains how Safe Space Center Inc. (“Safe Space Center,” “we,” “our,” “us,” “staff,” “clinicians”) collects, uses, shares, stores, and protects personal information obtained when individuals interact with us through our website, client portal, telehealth platforms, booking systems, phone calls, text messaging services, email, webinar registration, and social media profiles. It applies to clients, prospective clients, guardians, webinar registrants, and any other individuals who communicate and interact with us. It provides a clear and detailed explanation of our practices so you can understand how your personal information is managed. This policy also outlines your rights regarding your data, the safeguards we have in place to protect it, and how to contact us with questions or concerns. For clinical services, Protected Health Information is governed by our Notice of Privacy Practices as required by law. This Privacy Policy does not limit any rights you have under HIPAA.



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## **I. ORGANIZATION IDENTITY**

Safe Space Center is a registered company in the State of Florida. Our legal name is Safe Space Center Inc., and our federal Employer Identification Number (EIN) is 88-3884369. Our brand name is Safe Space Center, and we appear in digital platforms and print marketing under this name.

We are a boutique practice recognized for delivering high-quality services with a focus on personalized care. Safe Space Center employs licensed clinicians who are authorized by the State of Florida to provide professional mental health services. In addition to licensed professionals, we operate as a training clinic. This includes providing supervised practice opportunities for clinicians who hold master's degrees and are in the process of obtaining state licensure. We also provide structured learning opportunities for bachelor's graduates who are exploring entry into the mental health field. Bachelor-level trainees are assigned to supportive and educational tasks that are not clinical in nature but are designed to develop foundational skills and professional awareness. All clinical services provided to clients are delivered exclusively by licensed clinicians or by registered master's-level interns working under the supervision of licensed professionals.

All members of our team, including licensed professionals, master's-level professionals, trainees, and supporting staff (e.g., assistants and billing personnel), receive training in HIPAA compliance and privacy protection. These standards apply to every aspect of work, including but not limited to documentation, client communication through phone calls, text messages, email, and digital platforms, as well as professional contact in community settings. Safe Space Center also conducts regular reviews and updates of its privacy and compliance training to ensure that all staff remain current with applicable standards and best practices.



## II. CONTACT DETAILS

Safe Space Center Inc.

Phone: (305) 209-5457

Email: [info@safespacecenter.com](mailto:info@safespacecenter.com)

Website: [www.safespacecenter.com](http://www.safespacecenter.com)

### Mailing Address:

1000 Brickell Avenue, Suite 715 PMB 1231,  
Miami, Florida 33131, United States of America

### Official Mailing Address and Virtual Address Notice

Safe Space Center's official mailing address is a virtual address provided by a third party mail service. A virtual address is a service that receives business mail on behalf of an organization and forwards it to the organization through scheduled delivery or digital scanning. Mail sent to this address is received by the provider, processed according to its standard procedures, and then forwarded to Safe Space Center. Because mail passes through this provider before reaching us, delivery may take additional time. Mail routed through a virtual address service is subject to the provider's operational practices, and there is a risk of delay, misrouting, or loss during transit or forwarding. For time sensitive or confidential matters, contacting Safe Space Center by phone or email is the most reliable method.

### Presence on Other Platforms

We maintain official business profiles on several digital platforms. These profiles provide information about our services and may serve as additional communication channels with current or prospective clients. Safe Space Center reserves the right to create or remove profiles on these platforms and in relevant directories as needed to promote our services and communicate with our clients. Below are the direct links to some of our current profiles. In the future, additional



platforms may be added at our discretion. The absence of a profile from this list does not mean that we do not maintain one, and anyone using such platforms remains subject both to this Privacy Policy and to the privacy policy of the platform they are using.

- Instagram: @safespacecenter
- Facebook
- Google Business
- Psychology Today



### **III. COMMITMENT TO PRIVACY**

#### **1. Organizational Safeguards**

Safe Space Center values the trust placed in our team and takes the protection of personal information seriously. We do our best in good faith and without malice to safeguard personal information, giving clients, partners, and community members confidence that their data is managed with care at every point of contact. We apply administrative, technical, and physical safeguards to ensure that information is managed responsibly. All staff members are trained in HIPAA and privacy practices so that data remains protected at every stage of service. Regular reviews and updates to our procedures keep our practices aligned with professional, ethical, and legal requirements.

#### **2. Privacy Protection as a Shared Responsibility**

Safe Space Center commits to protecting all personal information entrusted to us, and users share in that responsibility. We apply safeguards across all of our systems, but individuals also play a role by being cautious in how they manage their own information. Digital risks such as spam, phishing attempts, and fraudulent impersonation remain a reality in online communication. Users should remain vigilant and promptly report any suspicious emails, text messages, or phone calls to us so we can take appropriate action. Please be aware that in some cases we may not be able to intervene directly, but reporting helps us track risks and respond when possible.

Messages requesting sensitive information such as Social Security numbers, login credentials, or payment card details should always be treated as suspicious. Safe Space Center does not request or accept debit or credit card information by phone or text, and any card information sent to us through these methods will not be processed or retained. Card payments will only be processed through our HIPAA-compliant electronic health record system, SimplePractice. For details about how payment data is managed, please refer to section V, subsection 5, titled "Billing and Payment" of this policy.



#### **IV. RELATIONSHIP TO HIPAA**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law that sets national standards for the protection of individuals' medical records and other protected health information (PHI). HIPAA requires health care providers, including mental health professionals, to safeguard the confidentiality, integrity, and availability of PHI through administrative, technical, and physical safeguards. These requirements are enforced by the U.S. Department of Health and Human Services and apply to all clinical services provided by Safe Space Center.

Our clinical services are also governed by Safe Space Center's Notice of Privacy Practices, which explains in detail how PHI may be used or disclosed for treatment, payment, and health care operations. Information that becomes part of a clinical record, such as diagnoses, assessments, and billing data, is protected under HIPAA standards. Certain categories of information, including psychotherapy notes when created, are specifically defined under HIPAA and carry heightened confidentiality requirements. These notes may only be released with written authorization or as required by law.

This Privacy Policy is intended to supplement HIPAA. While HIPAA governs how clinical information is used and protected, this Privacy Policy extends those protections to additional types of personal information, such as data collected through our website, telehealth platforms, phone calls, text messages, and related communication methods. Nothing in this Privacy Policy diminishes or limits your rights under HIPAA. Instead, it provides an added layer of protection to ensure that all personal information shared with Safe Space Center is treated responsibly and safeguarded according to both federal law and our organizational standards.



## V. INFORMATION WE COLLECT

Safe Space Center collects different types of personal information depending on how you interact with us. We collect information directly from you, automatically through our systems, and from trusted third parties. This section explains what we collect and where it comes from. It applies to our website, client portal, telehealth platforms, phone, text, email, webinar registration, and social profiles. For clinical services, Protected Health Information is governed by our Notice of Privacy Practices.

### 1. Definition of Personal Information

Personal Information means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked with you or your household. Examples include your name, email address, mailing address, internet protocol (IP) address, and telephone number. It also includes broader categories such as professional, educational, or health information, commercial information, and internet activity. Personal Information does not include aggregated or de-identified information that cannot be linked to a person.

### 2. Sources of Information

We receive information from the interactions you initiate with us when you contact us through any of our channels, request services, or sign up for updates. This includes details entered on contact forms and schedulers, emails and texts you send, phone calls you place, client intake and consent documents you sign, and registrations you complete for consultations, telehealth sessions, or webinars. We also collect information when you sign up for newsletters, articles, or other updates on our website or through our social profiles. We collect information automatically when you use our website and digital services through cookies, logs, and similar technologies described in the Website section. We may receive information from trusted third parties, including referring providers and schools, health plans and clearinghouses, scheduling and telehealth vendors, webinar hosting platforms, payment processors, professional directories, and marketing platforms when you engage with our listings or registrations on services such as Facebook, Instagram, Google Business, or WhatsApp.

### 3. Information from Referrals and Partners



We may receive limited information from other providers, school staff, payers, directories, or webinar and marketing platforms only when you or your legal guardian submit it to us, authorize us in writing to obtain it, or when those parties send it to us for a permitted purpose related to a request you made, such as coordinating services you asked for or confirming a registration you completed. We treat this information under this policy and under HIPAA when applicable. We are not responsible for the accuracy or practices of third parties.

#### 4. Identifiers and Contact Details

We collect your name, email address, mailing address, telephone number, and date of birth. We collect a combination of this information when you contact us, register for a webinar, complete intake forms, or when we create or update your client profile. We use it to communicate with you, deliver services, grant access to the client portal, and support electronic signatures where needed.

#### 5. Billing and Payment Information

Safe Space Center collects limited billing and payment related information to support therapy services, payment collection, and, when applicable, insurance related processing. This information is used only for administrative, financial, and compliance purposes and is managed through secure systems.

##### a. Card payments and card on file

Clients receiving therapy services are required to maintain a valid debit or credit card on file. Card payments are processed through our HIPAA compliant electronic health record system, SimplePractice, using its payment processor, Stripe. When a client has agreed to pay by card, payment is processed after the therapy session has been rendered. A card on file may also be used to resolve an outstanding balance if payment has not been successfully collected through the client's usual agreed upon payment method after reasonable attempts.

##### b. Billing records and account balances

We maintain basic billing records necessary to reflect services rendered, amounts due, payments received, and outstanding balances. Clients may be able to view certain billing information through the client portal. Billing records are retained only as required for operational, legal, tax, and professional purposes.



#### c. Insurance related information

When applicable, we collect limited insurance related information necessary to support billing or reimbursement processes. This may include basic identifiers required to submit or manage claims. Necessary billing information may be shared with insurance plans, clearinghouses, or billing platforms for payment processing. We do not guarantee insurance coverage or payment and are not responsible for claim determinations made by insurance companies.

#### d. Client responsibility for payment authorization

Clients are responsible for ensuring that payment methods and insurance information provided are accurate, authorized for use, and have sufficient coverage or funds available. Safe Space Center is not responsible for denied claims, declined transactions, overdraft fees, holds, or issues resulting from the use of an unauthorized payment method.

#### e. Protection of payment information

Safe Space Center does not store full debit or credit card numbers or security codes. Staff and clinicians do not have access to full card details. Only the card expiration date and the last 4 digits are visible for identification and billing support. All other payment information is managed securely within third party billing and payment processing systems used by Safe Space Center.

### 6. Appointment and Scheduling Information

We collect the date, time, modality, status, assigned clinician, and when applicable the telehealth link for your appointments. We maintain this so you and your clinician can schedule, confirm, reschedule, and receive reminders. Scheduling information is stored in our electronic health record, SimplePractice.

### 7. Client Portal (SimplePractice)

We use SimplePractice as our electronic health record. Its Client Portal lets you complete intake forms and consents, review billing, make payments, download receipts, view upcoming appointments, and access telehealth links. When you use the Client Portal under our account, we receive the details you submit, such as your display name, email address, phone number, and responses used to manage access and provide materials.



## 8. Telehealth Platforms

Our telehealth platforms are Telehealth by SimplePractice, Zoom, Google Meet, and Doxy.me. When you join a telehealth session under our accounts, we receive the details you submit to join and participate, such as your name, display name, email address, and any information you provide in connection with the visit, for example chat you send to the clinician.

## 9. Webinar and Registration Platforms

Our webinar platforms are Zoom and Demio. When you register for a webinar under our accounts, we receive the details you submit, such as your name, email address, phone number, stated location, and responses to registration questions used to manage attendance, send reminders, and provide materials.

## 10. Session Content and Context

Telehealth sessions and webinars may generate content such as audio and video, chat messages, whiteboards, files shared, polls, questions, and feedback you submit. Context such as invitation details, session name, and agenda may also be present. Recording rules and options are described in the Use of Information section and in the webinar section.

## 11. Communication Metadata and Messages

When you communicate with us by phone, text, email, or through forms we provide, we collect the content you send and related metadata such as dates, times, delivery confirmations, and the communication channel used. We do not record phone calls. Deletion timelines are described in the Data Retention section. Communications that must be documented for continuity of care or compliance are added to the client record.

## 12. Device and Technical Information (Vendors)

When you use the Client Portal, telehealth platforms, or webinar registration platforms, the platforms and services we use may collect limited technical information they need to operate and troubleshoot their services, such as device or browser type, app or operating system version,



internet protocol address that may suggest city or country, and connection quality indicators. See the Website section and each vendor's privacy policy for details.

### 13. Sensitive Information and Protected Health Information

We may collect sensitive information when permitted by law and when necessary to deliver services, including information about your health status, insurance eligibility, or identity verification documents you provide. Information that identifies you and relates to your care is Protected Health Information and is managed under HIPAA and our Notice of Privacy Practices. We do not share documentation or content from your clinical record without your written authorization, except as required by law.

### 14. Children's Information

We collect information about minors only with the knowledge, consent, and involvement of a parent or legal guardian and only to provide services. Guardians provide or authorize the child's information for scheduling, billing, communication, or clinical purposes. If we learn that a child has submitted information without proper guardian authorization or monitoring, we will contact the parent or legal guardian and take appropriate steps to delete the information consistent with our Children's Information section and applicable law.

### 15. Scope Reminder

This section describes the types and sources of information we collect. How we use, share, secure, and retain that information is addressed in the Use of Information, Third-Party Communication Vendors, Data Security, and Data Retention sections.



## **VI. USE OF INFORMATION COLLECTED**

### **1. Service Delivery and Client Support**

We use personal information to provide services, maintain your client profile, send requested or required client portal information, communicate client portal updates, and respond to information and support requests.

### **2. Scheduling and Appointments**

We use personal information to confirm, reschedule, and remind you of appointments and to request your availability when needed.

### **3. Communication**

We use personal information to respond to your inquiries by phone, text, email, or other methods you select, including sending referral contacts, service details, or updates you request.

### **4. Webinar Participation and Follow-Up**

We use registration information to manage your participation in consultations and webinars, as well as to send reminders, updates, and follow-up information.

### **5. Educational and Resource Sharing**

We use contact information to provide newsletters, articles, and resources that you have signed up to receive. You may unsubscribe at any time using the methods provided.

### **6. Referrals and Community Connections**

With your authorization where required, we share requested information about outside providers or community resources that may benefit you.

### **7. Billing, Claims, and Payments**

We use personal information to process billing, submit and manage claims, and complete transactions through the client portal or our payment processors. We share necessary billing data with payers, clearinghouses, and billing platforms to process claims and payments. Card



payments are managed by third-party processors; we do not store full card numbers or security codes.

#### 8. Service Improvement and Analytics

We use personal information to administer, measure, and improve our services and client experience, including measuring effectiveness and functionality, aggregating statistical information on site usage, diagnosing problems, and analyzing traffic as described in the Website section.

#### 9. Security, Authentication, and Fraud Prevention

We use personal information to authenticate sessions and accounts, detect and investigate abuse or fraud, address security threats, and protect public safety. Vendors may automatically scan certain content types, such as images or files shared in chat, to detect malware or policy violations.

#### 10. Legal and Ethical Obligations and Limits of Confidentiality

We use and disclose personal information to comply with legal, regulatory, and risk management obligations. This includes responding to law enforcement requests, complying with court orders and governmental regulations, meeting mandatory reporting duties, establishing and defending legal claims, and protecting client and public safety.

#### 11. Professional Collaboration and Supervision

As a training clinic, interns and trainees work under licensed supervision. For supervision and quality assurance, limited access to information may occur within Safe Space Center, restricted to the minimum necessary for oversight, training, and continuity of care.

#### 12. Marketing Communications and Testimonials

If you opt in, we use contact information and preference data to send you marketing about Safe Space Center services and webinars. We do not use clinical content for marketing. We do not use client testimonials, images, or identifying information in marketing without your explicit written consent. You may withdraw consent for future use.



### 13. Session Recording and Webinar Materials

We do not record therapy sessions without your prior written authorization as permitted by law. Educational webinars may be recorded with advance notice, and we will state how recordings and materials are used and the options available to attendees.

### 14. We Do Not Sell Personal Information

We do not sell your personal information. Our services are not related to collecting data to create products or services for other companies. This applies across our website, client portal, telehealth platforms, phone, text, email, and webinar platforms and activities.

### 15. Sharing Information

We share information as you or your legal guardian request and only when appropriate documentation, such as a signed release of information, is in place. We also share information as required by law with appropriate authorities, including in cases of suspected neglect or abuse of a child, elder, or vulnerable adult, in response to a valid court order, or to prevent or address threats to the safety of a person or others.



## **VII. DISCLOSURE OF INFORMATION**

Safe Space Center discloses personal information only when there is a valid purpose tied to services, operations, or legal duties. Disclosures are limited to the minimum necessary and follow HIPAA requirements when the information is part of a clinical record.

### **1. Treatment coordination**

Information may be shared when you request care, referrals, or collaboration with another provider, school, attorney, or other approved party. These disclosures occur only with your written authorization unless an exception under law applies.

### **2. Supervision, training, and internal quality assurance**

As a training clinic, limited information may be disclosed within Safe Space Center to support supervision, oversight, and quality assurance. Supervisors may access information needed to review clinical work. Interns and trainees access information only under supervision and only as necessary for their assigned role.

### **3. Billing, insurance, and payment processing**

Information may be disclosed to insurance plans, clearinghouses, and billing vendors to verify benefits, submit claims, process payments, and resolve billing issues. Only the minimum information required for payment and operations is disclosed.

### **4. Third party vendors supporting operations**

Information may be disclosed to operational vendors such as telehealth platforms, the client portal, email providers, texting systems, scheduling tools, payment processors, website hosts, and webinar platforms. Vendors receive only the information necessary to provide their contracted services and must protect it according to their own privacy obligations and Business Associate Agreements when HIPAA applies.

### **5. Legal requirements and compliance**

Information will be disclosed when required by law (i.e., court orders). Safe Space Center reviews each request before disclosing information.



#### 6. Mandatory reporting

Information will be disclosed when required by mandatory reporting laws, including reports of suspected abuse or neglect of a child, elder, or vulnerable adult, or when disclosure is necessary to prevent serious harm.

#### 7. Emergency and safety situations

Information may be disclosed to protect health and safety when there is a credible risk of harm. This may include contacting emergency services or other appropriate parties. Disclosures are limited to what is necessary for safety.

#### 8. No sale of information

Safe Space Center does not sell personal information for any reason.



## VIII. THIRD PARTY VENDORS

Safe Space Center relies on trusted third party vendors to support communication, scheduling, telehealth, payment processing, online webinar hosting, documentation, and internal administrative functions. These tools enable us to deliver services efficiently and securely. Vendor systems may receive Personal Information only to the extent necessary to perform the functions we contract them to provide, and each vendor is required to protect that information according to applicable law and contract. Where HIPAA applies, we maintain Business Associate Agreements. Vendor lists may change as our operational needs evolve. This section reflects the vendors currently in use and will be updated if we adopt new tools.

### 1. Use of vendors

Client portal refers to SimplePractice. Telehealth platforms refer to Telehealth by SimplePractice, Zoom, Google Meet, or doxy.me. Webinar platforms refer to Zoom and Demio. Email and productivity tools refer to Google Workspace. These vendors support functions such as email communication, scheduling, telehealth sessions, text messaging, form and document completion, analytics, payment processing, and webinar hosting. Vendors receive limited information necessary to deliver their services and are not permitted to use that information for any purpose unrelated to Safe Space Center's operations.

### 2. Vendor responsibilities

Vendors are required to maintain privacy and security protections consistent with industry expectations, contractual requirements, and applicable law. When HIPAA applies to a service they provide, we execute Business Associate Agreements that require the vendor to safeguard Protected Health Information. When HIPAA does not apply, such as for certain event tools or marketing related systems, we review the vendor's privacy and security practices to ensure they meet appropriate standards before adoption.

### 3. User responsibility

Information that passes through vendor systems is also subject to the vendor's independent privacy policy. These policies explain how the vendor manages, stores, and protects information within its own platform. Reviewing vendor privacy policies helps you understand how your



information is managed outside of Safe Space Center's direct oversight. Safe Space Center does not control the internal operations of third party vendors beyond the contractual protections in place.

#### 4. Platform developed applications

Some of the platforms described above offer their own applications as alternative ways to access the service, such as mobile apps or desktop apps created by the platform provider. These applications operate as extensions of the platform's system and process the same information you provide when using the browser version. Their handling of information is governed by the platform provider's privacy policy. Safe Space Center does not control how these platform developed applications manage, store, or secure information.

#### 5. Third party apps and integrations

Some of the platforms described above allow optional third party tools or integrations that are not created by the platform provider or Safe Space Center. If you choose to activate or use these tools, the third party app may receive Personal Information under its own terms and privacy policy. Other participants may see that an app is receiving content if the platform displays a notice. Safe Space Center does not control third party apps or integrations selected by users during telehealth sessions or webinars and is not responsible for how those tools manage information.

#### 6. External links and embedded tools

Safe Space Center communications and platforms may include links to third party websites or embedded tools that are not controlled by Safe Space Center. This includes but is not limited to links in emails, texts, website pages, social media profiles, webinar platforms, and referral resources. Once you leave a Safe Space Center platform or interact with a third party tool, your information is handled under that third party privacy policy and terms. Safe Space Center is not responsible for the privacy, security, or data use practices of external sites or tools. We encourage you to review third party privacy policies before submitting information or using their services.

#### 7. Platform and app related limitations of responsibility



Safe Space Center evaluates the third party vendors it uses for operations and requires Business Associate Agreements when required by law. Vendors must meet privacy and security expectations before we use their services. Even with this vetting, Safe Space Center is not responsible for any issue, malfunction, service interruption, data breach, security failure, or unauthorized access that occurs within the systems of the third party platforms we use for operations or within the third party platforms and applications those vendors use for their own internal functioning. This includes problems arising from platform outages, software defects, application failures, server errors, or vulnerabilities within any external service that manages communication, telehealth, scheduling, email, texting, payment processing, webinar hosting, or data transmission. Once information enters a third party platform's system, its protection is governed by that platform's privacy and security practices, which are outside Safe Space Center's control. Safe Space Center cannot control the internal security of third party systems and is not responsible for issues that arise within those independent platforms. We select and oversee vendors in accordance with professional and legal standards, but information handled inside a vendor's system is governed by that vendor's policies and protections.



## **IX. PHONE**

Safe Space Center uses phone communication to provide support, coordinate services, and respond to inquiries. Phone calls may involve scheduling, administrative coordination, clarification of services, discussion of referrals, or other information relevant to your relationship with Safe Space Center. Our practice phone number is managed by Zoom under our Business Associate Agreement, which routes incoming and outgoing calls through its system. Calls made to or from our business number pass through Zoom's platform before reaching you, and the call connection itself is governed by Zoom's privacy policy and security standards.

### **1. Purpose of phone communication and scope of use**

Phone communication allows clients and prospective clients to reach us directly with questions, requests, or service needs. Calls may involve scheduling consultations, confirming or adjusting appointments, discussing availability, providing basic service details, giving directions, or assisting with access to telehealth links or the client portal. Calls may also be used to clarify referral information or coordinate with guardians when the caller is a parent seeking services for a minor. Phone calls are used only for legitimate practice purposes connected to Safe Space Center's services.

### **2. Information we collect during phone communication**

When you communicate with us by phone, we collect the phone number used to place the call, the date and time of the call, and the information you choose to provide during the conversation. We do not record phone calls. If information discussed during the call is required for continuity of care, compliance, or documentation purposes, the relevant details are entered into your client record. Safe Space Center does not actively access or retain device details or precise geolocation data.

### **3. Verbal permission for follow-up communication**

During a phone call you may request that we send specific information by text message or email. Before sending any information through another communication method, we confirm your verbal permission. This applies to referral contacts, appointment details, service instructions, or other



information you request. Permission is confirmed during the call to ensure that messages are only sent with your knowledge and approval.

#### 4. Use of information obtained through phone communication

Information gathered during phone calls is used to respond to your requests, provide assistance, and support your care or administrative needs. We use this information to confirm or modify appointments, answer questions, provide instructions, send follow-up messages through approved channels, and coordinate services. We do not use information obtained from phone calls for marketing or advertising unrelated to your direct interaction with Safe Space Center. Information from calls is not sold or shared with external third parties.

#### 5. No sale of phone-derived information

Safe Space Center does not sell any information obtained through phone communication. We do not sell your name, phone number, or any other details discussed during a call. Information exchanged during phone communication is used only for the purpose for which you contacted us and is not used for unrelated promotional or commercial purposes.

#### 6. Caller identity and confidentiality

When you contact us by phone, the caller identification provided by your phone service may display your number or name. We treat this information as confidential. We do not verify identity through caller ID alone and may request additional verification if discussing sensitive matters. For the protection of minors, guardians must verify their identity before receiving information about a child. Confidentiality limits that apply to clinical care also apply to phone communication when the call involves clinical topics.

#### 7. Limitations of phone communication

Phone calls are used for administrative coordination and service related questions, not for clinical sessions or emergencies. If a clinical matter arises that requires assessment or therapeutic follow-up, we will direct you to schedule an appointment. If a crisis or safety concern is raised during a call, we will provide appropriate crisis instructions and direct you to emergency services as required by law and ethics.



#### 8. Technical issues and alternative methods

Phone service interruptions such as dropped calls, poor reception, or service outages can interfere with communication. If a call disconnects unexpectedly, we will attempt to reconnect one time. If reconnection is not possible, we may follow up by text message or email if you have authorized these methods. If communication cannot be reestablished, you may contact us again when service is available.

#### 9. Data protection and disclosure limits

Information obtained during phone communication is protected under this Privacy Policy. We disclose information only when required by law, regulation, or governmental request, or when necessary to avoid liability or protect safety, property, or rights. Calls routed through Zoom pass through their system for connection, and while Safe Space Center does not record or store call audio, Zoom's handling of call transmission is governed by Zoom's privacy policy.



## **X. TEXT MESSAGE**

Safe Space Center uses text messaging as a communication tool to support client services, administrative coordination, and participation in webinars. Text messages function as an extension of our phone system. Our business number is managed through Zoom, which relays incoming and outgoing text messages through its system under our Business Associate Agreement. Messages sent to or from our practice number pass through Zoom's platform before reaching your device and are governed by Zoom's privacy policy and security standards.

### **1. Purpose of text messaging and scope of use**

Text messaging supports individual communication related to services and general inquiries. It allows us to provide appointment information, respond to service-related requests, send basic instructions, and provide referral contacts when requested. Texting may also support webinar participation by sending reminders, updates, and follow-up information. Text messages are used only for purposes connected to your relationship with Safe Space Center.

### **2. Verbal permission and written permission**

Text messages are sent only after you authorize us to do so. Verbal permission is obtained by asking the caller if we may send them a text message with the requested information such as referral contacts, appointment details, or service updates. In some cases, the caller may specifically request that information be sent by text if they are unable to write down the details during the call. Permission is confirmed before any message is sent. Written permission may be provided through consent forms, website contact forms that require agreement to communication terms, registration forms for webinars, the SimplePractice client portal, or email and social media registration processes.

### **3. Information we collect through text messaging**

We collect your mobile number, your communication preferences, and the content of your text messages. We may import your name and number from internal systems so replies appear in a unified record. Delivery confirmations and limited error codes may be collected automatically to determine whether a message was successfully delivered. We do not collect data from your device such as geolocation, device identifiers, or browsing activity.



#### 4. How text message information is used

We use your information to deliver the messages you request, respond to questions, provide reminders, send links related to appointments or webinars, provide referral information, and follow up when clinically or administratively necessary. Text messaging supports your care and participation in Safe Space Center activities. We disclose information only when required by law or when necessary to protect safety, property, or rights.

#### 5. WhatsApp communication

Safe Space Center may use WhatsApp Business for communication when a client or prospective client initiates contact through that platform. WhatsApp messages function differently from standard text messages because they rely on internet-based delivery rather than cellular carriers. When you choose to communicate through WhatsApp, the information you send is processed through WhatsApp's system and is governed by WhatsApp's privacy policy. We do not control how WhatsApp collects or manages data on its platform. All policies that apply to text messages also apply to WhatsApp Business communication, including that information is not sold, not used for advertising, and used only for the purpose for which it was provided. Messages you send through WhatsApp should be limited to basic coordination such as confirming availability, requesting a call back, or asking for a referral contact you already requested verbally. We do not use WhatsApp to send clinical content, documents, or protected health information. If communication moves beyond basic coordination, we will direct you to our business phone number, email, or the client portal to ensure appropriate privacy and security standards.

#### 6. Limitations on text messages and Whatsapp

Safe Space Center does not send Protected Health Information or conduct therapy through text message or WhatsApp. These platforms are used only for minimal coordination such as scheduling, confirming logistics, providing basic fee or balance information, sending referral resources, or answering a narrow clarification about an agreed upon homework task. Minimal means no discussion of symptoms, trauma details, risk issues, diagnoses, or therapeutic processing. If a message begins to involve clinical content, we will move the conversation to phone for brief intervention or schedule a Telehealth appointment for a full session.



#### 7. Types of messages you may receive

With permission, you may receive messages related to appointment confirmations, scheduling, rescheduling, cancellations, and therapist availability. You may receive telehealth links, referral contacts, therapy assignments, billing or insurance updates, reminders to complete forms, and notifications about documentation such as accommodation letters or school reports. You may receive webinar registration confirmations, reminders, updates, and follow-up messages. You may also receive conversational messages from Safe Space Center staff, contractors, or supervised students when relevant to your services.

#### 8. Costs and charges

Safe Space Center does not charge for sending or receiving text messages. Standard message and data rates may apply depending on your mobile carrier. Charges are determined by your mobile provider. Communicating with Safe Space Center by text indicates that you understand and accept any carrier-imposed charges.

#### 9. Message frequency

Message frequency varies depending on how you interact with us. You may receive one-time replies, periodic reminders, or conversational person-to-person messages depending on your needs. If you initiate contact or request additional information, you may receive more messages. Frequency is determined by the nature of your communication with us.

#### 10. Opting in

Opt-in may occur through client portal forms, website submissions that require selecting a consent box, verbal permission during a phone call, direct initiation of a text message to our number, webinar registration, or other methods where you authorize receiving texts related to your inquiry or services. When opting in, you may receive a message stating that message frequency varies, message and data rates may apply, and you can opt out at any time.

#### 11. Opting out

You may opt out at any time by replying STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, or UNSUBSCRIBE. After opting out, you will receive a confirmation message. Opt-out requests apply only to the specific phone number and conversation thread used for the request. Opting out



does not remove your information from internal systems and does not prevent necessary communication through other methods such as email or portal messaging. You may resume text messaging by replying START, YES, or UNSTOP.

#### 12. Data protection and disclosure limits

Mobile information is used only to transmit messages and respond to you. We share information with our platform provider, phone carriers, and necessary vendors solely to deliver text messages. We reserve the right to disclose text message information when required by law, regulation, or governmental request, or when necessary to avoid liability or protect our rights or property.

#### 13. No sale of text-derived information

Safe Space Center does not sell information gathered through text messaging. We do not sell your name, phone number, message content, or related information to any third party. We do not share mobile information with external parties for advertising, promotional, or commercial purposes.



## **XI. EMAIL**

Safe Space Center uses email to support scheduling, administrative coordination, service inquiries, and optional newsletters when you choose to receive them. Email is not an encrypted clinical platform and carries inherent risks including misdelivery, interception, unauthorized access, and unintended disclosure if someone else has access to your email account or device. By choosing to communicate with us by email, you acknowledge these risks and may request another method at any time. Our official email address is [info@safespacecenter.com](mailto:info@safespacecenter.com).

### **1. Scope and purpose of email communication**

Email supports non urgent communication such as scheduling questions, administrative requests, service descriptions, webinar information, and general inquiries. Email may be used to send telehealth links when necessary, to follow up on requests, or to provide instructions that do not involve protected health information. Email communication is not used to deliver clinical sessions, discuss sensitive clinical details, or manage emergencies. If an email raises a clinical or urgent concern, we will direct you to the appropriate method of service or emergency resource.

### **2. Risks and limitations of email**

Email communication can be accessed, forwarded, or saved by the recipient. It can be intercepted or viewed by individuals who have access to your inbox, whether through shared devices, workplace monitoring, weak passwords, or automatic syncing. Email may also be misdelivered if typed incorrectly. Copies stored on your device or cloud accounts may not be encrypted. If a recipient forwards an email or uploads its contents to another platform, that copy is no longer protected by the original vendor. Safe Space Center is not responsible for how others use information you forward to them or for unauthorized access to your email, computer, phone, or any device where your messages are viewed.

### **3. Information we collect through email**

When you email us, we receive your email address, the content of your message, any attachments you send, and the date and time of delivery. If information in your email is needed for continuity of care or compliance, relevant portions may be added to your clinical record. We



do not collect metadata beyond what is necessary to operate our email system. We do not track your activity on other websites or applications.

#### 4. Use of information obtained through email

Information obtained through email is used to respond to your inquiries, coordinate services, provide requested information, and deliver optional newsletters if you opt in. Email is used only for purposes connected to your relationship with Safe Space Center. We do not use email content for advertising or any purpose unrelated to your contact with us. We do not sell or share email derived information with third parties for marketing.

#### 5. No sale of email derived information

Safe Space Center does not sell any information obtained through email communication. We do not sell your name, email address, message content, or any documents you send. Email derived information is used only for the purpose for which it was provided.

#### 6. Sending clinical files

When clinical files must be sent by email, they are password protected. You will receive the file and the password in separate communications. We send protected documents only to the email address you confirm. We do not send unprotected clinical documents by email.

#### 7. Alternatives to email communication

You may request that communication occur by phone or text message instead of email. When clinical details, sensitive information, or documentation are involved, we may decline to respond by email and will direct you to a more secure or appropriate channel.

#### 8. Data protection and disclosure limits

Email content is protected under this Privacy Policy. We disclose information sent by email only when required by law, regulation, or governmental request, or when necessary to avoid liability or protect safety, property, or rights. Copies retained by you or forwarded by you are outside our control and are not covered by this policy.



## **XII. WEBSITE**

Safe Space Center’s website address is [www.safespacecenter.com](http://www.safespacecenter.com). When you use our website, limited information may be collected through technology to help us operate effectively and improve your experience.

### **1. Website Access**

By visiting [www.safespacecenter.com](http://www.safespacecenter.com), basic information about your visit such as pages viewed, time spent, general navigation patterns, and basic technical details may be recorded to maintain security, diagnose issues, and improve site function. We do not use this information to track you across unrelated websites.

### **2. Cookies and Local Controls**

Safe Space Center uses cookies only for limited analytics and basic site function. We do not use advertising cookies or personalization cookies. Our website uses Google Analytics cookies to measure traffic and engagement patterns, such as which pages are visited and for how long. Some embedded third party features may place their own cookies or similar identifiers so they function properly. We do not have access to the contents of third party cookies and receive only aggregate reporting from analytics providers. You may manage cookies and other tracking tools through your browser settings.

### **3. Analytics Tools**

We use Google Analytics to understand how visitors interact with our website, such as which pages are visited and for how long, so we can evaluate and improve content and services. The analytics data is used only for site performance review and aggregated usage patterns. We do not use analytics for cross site advertising, ad targeting, or tracking across unrelated websites. Refer to Google Analytics’ privacy and data practices policy for details.

### **4. Social Media Pixels**

Pixels allow certain platforms to recognize visits to our site and to measure the reach of our content or campaigns when you use those platforms. You can manage your preferences directly within each social platform. We do not share Protected Health Information for marketing.



### 5. Third-Party Content and Links

Some features on our site involve outside providers, such as embedded videos, external links, social media plugins, or directory listings. These providers may use their own tracking technologies. Their practices are governed by their own privacy policies, and Safe Space Center is not responsible for how they collect, use, or protect your information once you leave our site. We encourage you to review the privacy policies of any third-party site you visit.

### 6. Do Not Track Signals

Some browsers send a Do Not Track signal. There is no widely accepted industry standard for how websites should respond to these signals, so our site does not respond to them. We limit collection to what is necessary for providing services and improving quality.

### 7. Platforms Accessed From Our Site

From our website you may access our Client Portal, our social media pages (Facebook and Instagram), our Psychology Today profile, registration forms for free consultations, webinars, Telehealth by SimplePractice, and external sites with resources relevant to our services. Client Portal means the SimplePractice client portal. Webinar platforms mean Zoom and Demio. Vendors may change; if they do, this Privacy Policy will be updated. When you follow these links and use those services under our accounts, their systems may collect information needed to operate and troubleshoot their services. Detailed descriptions of the types of information involved appear in Information We Collect, Webinars, and in each vendor's website privacy policy.



### **XIII. CONTACT FORMS AND BOOKING LINKS**

Safe Space Center provides online contact forms and booking links to make requesting information and scheduling free consultations accessible and efficient. Information submitted through these channels is collected and managed according to the same privacy and confidentiality standards that apply to all other communication methods described in this policy. Contact forms and booking links feed information into our systems so we can respond, coordinate next steps, and schedule appropriately. Information collected through these channels may also populate your client profile or registration record. The client portal and telehealth definitions in this policy apply to any links or invitations we send.

#### **1. Contact forms**

When you use a contact form on our website, you may be asked to provide information such as your name, phone number, email address, and reason for contacting us. Contact forms are intended for non urgent communication and for gathering the information needed to respond to your request. Once submitted, your information is transmitted securely and used only to respond to your inquiry or direct you to the appropriate staff member. Contact form submissions are not shared outside Safe Space Center and are retained only as long as necessary to manage the request. If your inquiry results in services, relevant information from your submission may be incorporated into your client profile.

#### **2. Booking links**

Booking links are offered exclusively for scheduling free consultations. When you request a consultation online, you may be asked to provide your name, phone number, email address, preferred times, and the general purpose of the meeting. This information is used only to arrange the consultation and is not shared outside Safe Space Center. If you decide to move forward with services, the information entered through the booking link may be added to your client profile so your clinician has the necessary context. Regular therapy or counseling appointments are not scheduled through booking links and must be arranged directly with our team.

#### **3. Third party scheduling services**



Some consultation booking links are hosted by trusted third party providers such as Zoom, Google Calendar, or Demio. These vendors are selected for their privacy and security standards and, when applicable, are required to provide a Business Associate Agreement. Once your information is entered into their system, it is transmitted through their platform and governed by their independent privacy policies. We do not control how these vendors collect, store, or manage data on their systems. We encourage you to review their policies before submitting information. When a booking link generates a confirmation email or calendar invite that includes telehealth or client portal access, the definitions and protections described in this Privacy Policy apply.

#### 4. Information limitations and expectations

Contact forms and booking links are not intended for emergencies or urgent clinical matters. They are not monitored continuously, and information submitted through these channels cannot replace direct communication with our office. If a submission contains information that requires immediate attention, we will direct you to contact us by phone or to use appropriate emergency services. Sensitive clinical information should not be submitted through contact forms or booking links, and we may decline to respond to content that exceeds the intended administrative purpose of these tools.



## **XIV. TELEHEALTH**

Safe Space Center provides clinical services by secure video using Telehealth by SimplePractice, Zoom, Google Meet, or Doxy.me. These platforms are configured for HIPAA compliance under our Business Associate Agreements. Telehealth may be used for individual therapy, family sessions, and multi-participant meetings such as consultations with school staff and parents.

### **1. Platforms and scheduling**

Telehealth sessions are scheduled through SimplePractice, Zoom, or Google Meet, depending on the purpose of the session and number of participants. Sessions may be held in Telehealth by SimplePractice, Zoom, Google Meet, or Doxy.me. We reserve the right to select the platform based on clinical need, security, and availability, unless a specific platform or other method of communication is required as a reasonable accommodation.

### **2. Receiving meeting link**

By default, SimplePractice sends automated appointment reminders that include the telehealth link. If a session will be on Zoom, Google Meet, or Doxy.me, we will send the link by email or text message. If you cannot locate a link, we will resend it in the moment as a courtesy and can send it in the body of an email from our company address, through the Client Portal, or by text message. For future sessions, we will help you troubleshoot how to reliably access your link, but we cannot manually resend links for every appointment. As a disability accommodation, a session may be completed by telephone using our HIPAA compliant phone line.

### **3. Participation environment and client responsibilities**

Choose a private space where you feel comfortable participating and where others cannot overhear your conversation. Use a secure internet connection, keep your device and applications updated, keep a charger accessible, and consider headphones for additional privacy. Safe Space Center cannot control your environment, your network, your device, or who may overhear on your side of the connection. The client is responsible for maintaining these conditions in order to safeguard their privacy.

### **4. Visibility during clinical sessions**



During a telehealth session, your clinician can see your display name, your video and audio when enabled, and any content you choose to share, such as chat messages, links and documents, whiteboards, or screen shares. In multi-participant sessions, other authorized participants may see and hear you as permitted by host settings. Everyone present is expected to maintain confidentiality; however, Safe Space Center cannot control the actions of non-staff participants outside the session.

#### 5. Information we receive and what we do not collect

From telehealth platforms we receive only what is necessary to deliver care, such as the session link we send you, your display name, any profile image you choose to show, the time you connected, and any content you share with us in video, audio, chat, whiteboard, or screen share. Safe Space Center does not collect device details, precise geolocation, app settings, or connection analytics from these platforms, and we do not track your activity on other websites or apps.

#### 6. Technology issues and back-up plans

It is your responsibility to join from a location and device that support a stable connection. If technology fails, we will attempt to reconnect. If ongoing or repeated issues prevent a workable connection, the clinician or staff member reserves the right to determine whether to continue by phone, reschedule, or end the session. The session may be forfeited when a workable connection cannot be established.

#### 7. Accessibility and accommodations

We provide reasonable accommodations for people with disabilities. Examples include sending the link in the body of an email rather than as an attachment, providing materials in accessible formats, or switching to phone audio if video is not feasible. Please tell us your needs as early as possible so we can plan accordingly. Safe Space Center reserves the right to decline a requested accommodation if it would violate law, create a safety risk, or result in an undue burden.

#### 8. Security and privacy safeguards

We enable security features such as waiting rooms, passcodes, and host controls. We limit screen sharing and file sharing to what is necessary and clinically appropriate. While we use encrypted,



HIPAA-configured platforms, no internet transmission is entirely risk-free. Do not share sensitive information on screen or in chat unless clinically necessary.

#### 9. Documentation and retention

Clinical documentation from telehealth sessions is maintained in your clinical record consistent with our Notice of Privacy Practices and Data Retention sections. Routine technical details from the platform that are not needed for care, operations, or compliance are not retained by Safe Space Center.

#### 10. Inappropriate conduct or content

Safe Space Center will end a telehealth session or meeting if a participant engages in abusive, threatening, harassing, or discriminatory behavior toward others, or displays illegal or inappropriate content such as pornography or nudity. We may remove a participant, terminate the session, and, when required by law or ethics, notify the appropriate authorities.



## **XV. WEBINAR**

A webinar is a live or on-demand online presentation, workshop, or class delivered over the internet. Attendees join from their own devices and may be view-only or able to interact, depending on the platform and host settings. Safe Space Center hosts webinars to provide education and resources. When you register or participate, your information is managed according to this Privacy Policy.

### **1. Registration information**

When you register for a webinar, we collect details such as your name, email address, phone number, location, and responses to registration questions needed to manage attendance, provide access instructions, and share follow-up materials.

### **2. Webinar communications**

If you sign up for a webinar, you may receive email or text reminders about dates, times, and access links. We may notify you if a webinar is rescheduled, canceled, or updated. Communications are limited to what is necessary for your participation or follow-up.

### **3. Participation environment and attendee responsibilities**

Webinars depend on your device and app or browser setup. Internet disruptions can affect audio or video, and people near you may overhear if your space is not private. We recommend joining from a private location, using a secure internet connection, keeping software updated, and using headphones when possible. We cannot control the environment on your side of the connection.

### **4. Platforms used**

We host webinars on third-party platforms, specifically Zoom and Demio. These platforms may collect data as part of your participation and operate under their own privacy policies. Safe Space Center does not control how third parties collect, use, or secure your information. Review each platform's privacy policy before registering or attending.

### **5. Visibility and interaction in Zoom meetings**



If a webinar is hosted as a Zoom meeting, other participants can see your display name and, if your camera is off, the profile image shown on your video tile. When your camera or microphone is on, your video and audio may be visible and heard. Hosts control mute, screen-share, and participation permissions. Your questions and chat messages may be visible to others depending on how you send them (for example, publicly versus direct message) and the host's settings. If you prefer not to be visible or heard, keep your camera and microphone off and avoid posting in public chat.

#### 6. Visibility and interaction in Demio

If a webinar is hosted in Demio, attendees are view-only by default and are not visible to other attendees. Hosts and moderators can see the attendee list. If you are invited "on stage" and you accept, your video and audio become visible to others for that portion of the session. Demio chat may be public to attendees or visible only to hosts, depending on how you send the message and the host's settings.

#### 7. Livestreams and public platforms

If a webinar is livestreamed to a social platform such as Facebook or Instagram, anyone with access to that platform can view the stream. Viewer names and comments may be visible according to the platform's features and your own privacy settings.

#### 8. Session content and context

Webinars may generate content such as audio and video, chat messages, whiteboards, files shared, polls, questions, and feedback you submit. Context such as invitation details, session name, and agenda may also be present. Retention periods for registration and related data are described in the Data Retention section. Safe Space Center does not sell any of this content or context data. If we believe any portion of webinar content would benefit our marketing and a participant's content appears (for example, a live question, display name, or profile image), we will not use that content without your written, signed consent.

#### 9. Platform Features

Optional video effects (such as filters or avatars) are processed on your device by the vendor. Safe Space Center does not collect or store facial geometry, voiceprints, or similar biometric



data. Interactive features such as chat, polls, Q&A, reactions, raise hand, whiteboards, screen sharing, breakout rooms, and stage invitations may be available depending on the session. Using these features may make your name, profile image, and the content you submit visible to other participants. Participation in these features is optional, and where the platform allows you may choose private messaging instead of public chat. Safe Space Center reserves the right to enable or disable specific features on our accounts for security, privacy, accessibility, or quality reasons.

#### 10. Recordings

Some webinars may be recorded. If a recording will occur, registrants will be notified in advance and told how the recording will be used. For interactive webinars, recordings may be shared with registered attendees for educational purposes and will not be distributed beyond the stated scope. For view-only webinars, we may post the recording on our website, social media, or other platforms to share resources or for marketing. Safe Space Center will not sell recorded content. If you prefer not to appear in a recording, keep your camera and microphone off and avoid participating in live discussions or public chat. Participation in a recorded session may still result in your name, image, or comments being captured. The only way to fully ensure you are not recorded is not to attend the webinar. In view-only formats, attendees are not visible or audible. The host has access to the registration information you provided when you signed up, which may include your name, email, phone number, and other fields requested for that event.

#### 11. Materials

Some webinars include supplementary materials such as handouts or slide presentations. Materials may be sent before or after the session, depending on how they complement the webinar. Materials are typically shared as a link to a downloadable file (for example, PDF, Word, or PowerPoint). These materials are optional; you do not have to download them to attend.

#### 12. Accessibility and disability accommodations

We provide reasonable accommodations for individuals with disabilities who disclose their needs. Examples include receiving materials in alternative formats (such as Word, Pages, or PDF), receiving documents in advance, receiving information in the body of an email rather than as attachments or download links, or receiving the access link from our company email instead of a third-party reminder template. Please contact us with your request as early as possible so we



can work with you on a solution. We may decline a requested accommodation if it would create a safety risk, result in an undue burden, or fundamentally alter the nature of the webinar.

### 13. Intelligent features

We may use vendor-provided features such as automated captions, transcripts, or tools that generate meeting summaries. These features process session content and context only to provide the feature. Safe Space Center does not use session content to train artificial intelligence models and requires vendors under our accounts to refrain from using session content for model training. You may review each vendor's privacy policy for details about their independent data practices. If a feature requires your consent, we will request it and you may revoke it at any time.

### 14. International participants

International participants are responsible for ensuring that their registration and participation comply with the laws of their country. Safe Space Center processes data under United States law. We reserve the right to deny access to interactive or view-only webinars if we determine that a person or entity poses a threat to participants in the United States.



## **XVI. SOCIAL MEDIA AND PUBLIC INTERACTION**

Safe Space Center maintains public profiles on platforms such as Instagram, Facebook, Google Business, and Psychology Today. These platforms help the community learn about our services, but they are not private clinical spaces. Public interaction carries risks that differ from direct communication through Safe Space Center systems.

### **1. Purpose of Safe Space Center social media accounts**

Safe Space Center's social media accounts are intended exclusively for marketing, community engagement, general updates, educational posts, and light interactive content. These accounts are not used for clinical work, official business operations, scheduling, billing, record distribution, or any service requiring confidentiality or documentation. Any attempt to initiate official or clinical communication through social media will be redirected to secure channels.

### **2. Public visibility and limits of confidentiality**

Comments, reactions, reviews, and other public interactions on social media or directory sites are visible to others according to the platform's settings. By liking, commenting, following, or otherwise interacting with our social media accounts, you acknowledge that this activity is visible to others who view our profiles or who follow us. Safe Space Center cannot protect information you post in a public forum and cannot remove content that a platform does not allow us to remove.

### **3. Direct messages and informal contact**

Direct messages sent through social platforms are governed by the platform's privacy policy and are not protected as clinical communication. We use direct messages only for basic coordination such as confirming how to contact us, providing booking directions, or responding to a general inquiry. We do not discuss clinical content, Protected Health Information, or detailed service planning in social media messaging. If a conversation becomes clinical or requires sensitive detail, we direct you to phone, email, or telehealth so that communication occurs through secure and appropriate channels.

### **4. Prohibition on clinical information through social media**



Under no circumstance will Safe Space Center provide clinical information, client records, or any form of Protected Health Information through any social media platform. Requests for records or clinical communication must be made through secure methods such as phone or email. Social media platforms are not monitored for clinical purposes and are not appropriate for sharing or requesting confidential information.

#### 5. Crisis and emergency limitations

Social media accounts are not monitored for crisis support or emergency communication. These accounts are reviewed only for marketing, community engagement, and general informational purposes. No crisis related message or request will be addressed through social media. If you are experiencing an emergency or crisis of any kind, you must contact emergency services such as police at 911 or the Suicide and Crisis Lifeline at 988. Safe Space Center is not liable for harm, delayed response, or non response resulting from attempts to seek crisis help through any social media platform.

#### 6. User responsibility

You are responsible for protecting your own privacy on social media by avoiding disclosure of sensitive information, adjusting your privacy settings, and considering who can see your activity. Interacting with Safe Space Center's accounts may reveal your identity or your interest in our services to others depending on the platform's default visibility settings.

#### 7. Platform control

Safe Space Center does not control platform tracking, data collection, or internal content distribution. Each platform processes information under its own terms, which operate independently of Safe Space Center's policies. We encourage you to review platform privacy policies before engaging with Safe Space Center through public or direct social media features.



## **XVII. IN PERSON CONTACT**

Safe Space Center is committed to protecting the privacy of individuals who receive services, request information, or otherwise interact with our organization. Encounters in public settings carry privacy risks that cannot be controlled in the same way as secure clinical or administrative communication. This section explains how Safe Space Center manages in person recognition and interaction to protect confidentiality.

### **1. Non acknowledgment for privacy protection**

If a Safe Space Center staff member recognizes a current client, former client, prospective client, or any individual who has interacted with Safe Space Center in a service related context, the staff member will not acknowledge the person. This includes verbal greetings, nonverbal gestures, or any indication of recognition. This practice protects your privacy in public spaces and prevents accidental disclosure of your relationship with Safe Space Center.

### **2. Client initiated interaction**

If you choose to approach or acknowledge a Safe Space Center staff member in a public setting, that choice carries inherent privacy risks. Others nearby may see or hear the interaction and may draw conclusions about your relationship with Safe Space Center. By initiating contact, you accept responsibility for any resulting privacy exposure. Staff will respond politely and appropriately, but will avoid discussing any service related details in order to maintain confidentiality.

### **3. Boundaries for in person communication**

Public settings are not appropriate for discussing clinical matters, administrative questions, scheduling needs, or any other protected or sensitive information. If you attempt to discuss private matters during an in person encounter, staff will redirect you to contact Safe Space Center through secure and appropriate channels such as phone, email, or text message.

### **4. Protection of staff privacy**

Just as clients have privacy rights, Safe Space Center staff also maintain professional and personal boundaries in public settings. Staff may choose not to engage in extended conversation,



personal disclosure, or social interaction outside the scope of their professional role. These boundaries support confidentiality and protect the integrity of the therapeutic and professional relationship.

#### 5. No liability for public encounters

Safe Space Center is not responsible for privacy breaches that occur as a result of client initiated public interaction. Once an individual identifies themselves or initiates contact, the privacy risks associated with the public environment fall outside Safe Space Center's control.



## **XVIII. DATA SECURITY**

Safe Space Center takes the security of personal information seriously. We apply administrative, technical, and physical safeguards designed to reduce the risk of unauthorized access, disclosure, alteration, destruction, or loss of data. No system is immune from risk, especially in digital environments, yet we operate with the expectation that privacy protection requires layered defenses and ongoing oversight.

### **1. Administrative safeguards**

Access to personal information is limited to staff who need it for their professional duties. Licensed clinicians, registered interns, trainees, and administrative team members receive training in HIPAA compliance and privacy practices before working with client information and at regular intervals after onboarding. Internal procedures define how information is created, accessed, shared, and stored, and these procedures are reviewed and updated to remain aligned with legal, ethical, and professional requirements.

### **2. Technical safeguards**

We use secure systems to store and transmit data. Electronic records are maintained in encrypted environments with password protected access, role based permissions, and audit controls where available. Systems are monitored and updated to reduce vulnerabilities and maintain reliability. These protections strengthen security within our control, but communication methods such as email or text messaging carry inherent risks that cannot be fully eliminated once information leaves our systems.

### **3. Physical safeguards**

We do not maintain ongoing physical records. If a physical document is required for a specific purpose, such as printing a client's records for mailing, it is kept only for the short period necessary to complete the task. During that time, the document is stored in a secure location with restricted access and managed only by authorized staff. Once the printing, review, packing, and mailing process is completed, no physical copy is retained.



## **XIX. DATA RETENTION AND DELETION**

Safe Space Center retains personal information only for as long as it is necessary to fulfill the purposes for which it was collected and to comply with legal, regulatory, and ethical obligations. Retention decisions reflect the reality of clinical practice, billing requirements, supervision standards, and record keeping laws in Florida. At the same time, we minimize storage of data that no longer serves a valid purpose.

### **1. Clinical records**

Clinical records related to mental health services are retained in compliance with Florida law, federal requirements, and professional ethical standards. In Florida, records for adults are generally kept no less than 7 years after the last date of service. Records for minors are generally kept no less than 7 years after the minor turns 18. These timelines apply unless a longer period is required by law or necessary to meet professional obligations.

### **2. Administrative and business records**

Administrative records such as scheduling information, billing documents, payment records, and operational materials are kept only for the period needed to complete the purpose for which they were collected and any additional period required by tax rules, audits, or legal standards. When administrative information becomes clinically relevant, it is incorporated into the clinical record and follows the clinical retention timeline.

### **3. Digital communications**

Emails, text messages, voicemail logs, contact form submissions, booking link records, and similar communications are retained only for the time needed to manage the interaction. Communications that are required for continuity of care, legal and ethical compliance, or documentation are added to the clinical record. Communications that do not meet that threshold are deleted or allowed to expire through routine system controls.

### **4. Deletion limitations**

Requests to delete information are honored only when deletion does not conflict with legal or ethical obligations. Some information cannot be deleted because it must be retained for clinical,



regulatory, billing, or risk management reasons. Information that was not formally recorded, such as details shared verbally during a call that did not result in a client file, may not exist in retrievable form.

#### 5. Secure disposal

When information is no longer required, it is destroyed or deleted using methods designed to prevent recovery or misuse. Electronic data is permanently deleted from active systems when deletion is permitted. Physical records are shredded or destroyed using equivalent secure procedures.



## **XX. DE IDENTIFIED AND AGGREGATED DATA**

### 1. Use of de identified and aggregated information

Safe Space Center may use de identified or aggregated information for internal purposes such as quality improvement, service planning, training oversight, and understanding how people engage with our services and website. De identified information removes direct identifiers so it cannot reasonably be linked back to an individual. Aggregated information combines data across many people to show patterns rather than individual activity.

### 2. No re identification

We do not attempt to re identify de identified data. We do not permit vendors working under our accounts to re identify data. De identified or aggregated data is not sold and is not used to market unrelated products or services by third parties.

### 3. When identifiable information is required

If any analysis requires identifiable information, we manage it under this Privacy Policy and under HIPAA when applicable.



## **XXI. DATA BREACH RESPONSE**

Safe Space Center takes data breach risk seriously and responds promptly if a breach is suspected or confirmed. A breach means an unauthorized access, disclosure, or loss of personal information that creates a reasonable risk of harm or violates legal privacy protections.

### **1. Investigation, mitigation, and assessment**

If a breach occurs, Safe Space Center will investigate the event, take steps to contain and mitigate harm, and assess what information was involved.

### **2. Required notifications**

When required by HIPAA or other applicable law, we will notify affected individuals and appropriate regulatory authorities within required timeframes. Notifications will include information about what happened, what data may have been involved, steps taken to address the situation, and guidance on protective actions you may take.

### **3. Post breach review**

Safe Space Center will also review internal safeguards and vendor practices after a breach to prevent recurrence.



## **XXII. RIGHTS AND CHOICES**

Individuals who provide information to Safe Space Center have rights and choices regarding how that information is used and protected. These rights arise from privacy laws, HIPAA, and professional standards. They apply to information Safe Space Center formally retains. Rights related to Protected Health Information are also described in our Notice of Privacy Practices, which governs clinical records and disclosures.

These rights apply only to personal information that Safe Space Center formally documents or retains. Information that was not recorded, was deleted under normal retention practices, or exists only within third party platforms outside our control may not be available for access, correction, deletion, or transfer.

### **1. Right to access**

You may request access to personal information Safe Space Center maintains about you. This includes clinical records, scheduling information, billing records, and documented communications. Requests are reviewed and answered within legal timeframes. Information that was not formally recorded may not be available. Safe Space Center may create psychotherapy notes in limited situations. Psychotherapy notes, as defined under HIPAA, are kept separate from the clinical record and are not available through standard access requests unless required by law.

### **2. Right to correction**

You may request correction of personal information you believe is inaccurate or incomplete. Corrections are made when appropriate and consistent with legal and professional standards. This includes administrative details such as contact information and clinically documented material when amendment is permitted.

### **3. Right to deletion**

You may request deletion of personal information, to the extent permitted by law. Deletion requests are denied when retention is required for legal, ethical, or professional reasons. Some information may already have been deleted through normal retention limits or platform controls.



#### 4. Right to data portability

You may request a copy of personal information in a structured and commonly used format so it can be transferred to another provider when permitted by law. This applies to clinical and administrative records Safe Space Center maintains. Information that was not stored or has been deleted cannot be transferred. Reasonable copying fees may apply for clinical records according to Safe Space Center policies and applicable regulations.

#### 5. Choice of communication method

You may request specific communication methods for confidentiality purposes, such as email only, no voicemail, or text for scheduling. Safe Space Center honors reasonable preferences for active clients when operationally feasible and consistent with legal and professional obligations. These preferences apply to clinical and administrative communication but cannot be customized for high volume group communications such as webinars, newsletters, or marketing updates, though you may opt out of such communications when permitted. Reasonable accommodations are provided to individuals with disabilities who disclose their needs, which may include receiving materials in alternative formats such as Word, Pages, or accessible PDF, receiving documents in advance, or receiving content in the body of an email rather than through download links.

#### 6. Right to withdraw consent

When collection, use, or sharing of information depends on your consent, you may withdraw consent at any time. Withdrawal applies to future actions and does not affect lawful use or retention of information collected before withdrawal.

7. Limitations on public disclosures. If you choose to disclose personal information publicly, such as in comments on social media platforms, webinar chats, reviews, or other public forums, these rights do not apply to that content. Information you voluntarily post in a public space is outside the control of Safe Space Center and may be visible or accessible to others. Safe Space Center cannot retrieve, restrict, or protect information once it has been made public by you.

#### 8. Right to file a complaint



You may raise concerns about privacy practices directly with Safe Space Center's Clinical Director. You also retain the right to file a complaint with appropriate regulatory authorities if you believe your privacy rights have been violated. Filing a complaint will not affect your access to services.



## **XXIII. CHILDREN'S INFORMATION**

Safe Space Center is committed to protecting the privacy of minors. Services involving a child are provided only with the knowledge, consent, and active involvement of a parent or legal guardian. Personal information about a child is collected only when provided or authorized by the guardian and only for a legitimate purpose such as clinical care, scheduling, billing, or administrative coordination.

### **1. Authorized collection**

Safe Space Center does not knowingly collect personal information directly from children without parent or guardian authorization. If we learn that information was submitted without consent, we take steps to securely delete or dispose of it to the extent technically possible and consistent with legal and ethical obligations.

### **2. Guardian responsibility**

Guardians are responsible for ensuring that information about their child is provided appropriately and that the child's interactions with Safe Space Center systems are monitored. This includes supervising use of phone, text, email, websites, online forms, and webinar registration. Guardians should use parental controls and device safeguards to limit unintended access. Guardians who need assistance activating these controls should contact their device manufacturer or phone carrier.

### **3. Requests for updates or deletion**

Guardians may request correction, update, or secure deletion of their child's information to the extent allowed by law. Safe Space Center will remove a child from mailing lists, text lists, or webinar platforms unless retention is legally required for clinical or regulatory reasons. Secure deletion methods appropriate to the information format will be used.

### **4. Restrictions for children under 13**

Children under 13 years of age may not independently sign up for services, webinars, newsletters, email or text communication, or any method of data submission. All consent and



communication must come from a parent or legal guardian, and any authorized access must be supervised at all times.

#### 5. International considerations

If a child resides outside the United States of America, guardians are solely responsible for ensuring that the child's access to Safe Space Center services complies with the laws of their country. Safe Space Center processes data under United States law, specifically Florida state, and protections available in other countries may not apply.



## **XXIV. INTERNATIONAL USERS**

Safe Space Center services are designed primarily for individuals located in Florida and, where permitted by law, other states where Safe Space Center or its clinicians hold the necessary licenses. Coaching and other non clinical services may be provided across the United States when legally allowed. Information collected through our website, phone, text, email, telehealth platforms, or webinar systems is processed under United States law.

### **1. Applicability of United States law**

By accessing Safe Space Center services from outside the United States of America, you acknowledge that your information will be processed, transmitted, and stored under United States law.

### **2. Limited protections**

Privacy protections in your country may differ from those available in the United States. Safe Space Center cannot guarantee that international regulations will be met or that rights available under foreign law will apply.

### **3. User responsibility**

If you are located outside the United States of America, you are responsible for ensuring that your use of Safe Space Center services complies with the laws of your country and that you understand the implications of using services governed by United States law.

### **4. Children outside the United States**

Guardians of minors located outside the United States must ensure that the child's use of Safe Space Center services complies with the laws of their country and is properly supervised. Safe Space Center operates under United States law, and foreign protections may not apply.



## **XXV. ACCESSIBILITY OF THIS POLICY**

Safe Space Center is committed to ensuring that this Privacy Policy is accessible to people with disabilities. If you need this policy in an alternate format, you may contact Safe Space Center and request an accessible version. We will provide a reasonable accommodation such as a Word document, Pages document, or another readable format that supports your access needs.



## **XXVI. NOTICE OF POLICY UPDATES**

Safe Space Center updates this Privacy Policy when services, laws, technology, or professional standards change. Updates ensure the policy remains aligned with how information is actually managed in practice.

### **1. Notice of changes**

Material updates are posted on our website with a revised effective date. When an update meaningfully changes how personal information is collected, used, or shared, we may also notify affected individuals through email or another direct communication method.

### **2. Continued use**

Continuing to interact with Safe Space Center after a revised policy is published indicates acceptance of the updated terms. If you disagree with an update, you may contact us to discuss your concerns or exercise any available rights.

### **3. Ongoing review**

Safe Space Center reviews this policy periodically and may make minor revisions without separate notice when those revisions do not materially change privacy practices.



## **XXVII. COMPLAINTS AND CONTACT FOR PRIVACY CONCERNS**

Safe Space Center takes privacy concerns seriously and expects questions or complaints to be raised directly so they can be addressed promptly. This section applies to personal information managed under this Privacy Policy. Concerns about Protected Health Information are also covered under our Notice of Privacy Practices and HIPAA complaint pathways.

### **1. How to submit a concern**

You may contact Safe Space Center with any question, concern, or complaint related to privacy, communication practices, record handling, or data security. Concerns can be submitted by phone, email, or through another method you request.

### **2. Review and response**

All privacy concerns are reviewed by Safe Space Center leadership or delegated licensed staff. We respond within a reasonable time based on the nature of the concern. When a concern involves a vendor system, we investigate within the limits of what we can access and may coordinate with the vendor when needed.

### **3. External reporting**

You retain the right to report privacy concerns to regulatory authorities. Reporting to an authority does not prevent you from also raising the concern with Safe Space Center. We do not retaliate against any person who raises a privacy concern or files a complaint.

## **Safe Space Center, Inc**

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