



Leah Terms & Conditions

Last updated: November 09, 2024

Important Healthcare Notice

Leah is a HIPAA-compliant healthcare intake and assessment platform. These Terms and Conditions include special provisions regarding your health information and rights. **THIS IS NOT AN EMERGENCY SERVICE.** If you are experiencing a medical emergency, call 911 or go to the nearest emergency room.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Protected Health Information (PHI):** Any information about health status, provision of healthcare, or payment for healthcare that is created or collected by Leah and can be linked to a specific individual.
- **Healthcare Provider:** The medical practice, clinic, or healthcare organization that you are connecting with through our Service.
- **Service:** The Leah platform, including all intake forms, assessments, and matching services.
- **Company** (referred to as either "the Company", "We", "Us" or "Our"): Leah Wellness, Inc., a Delaware corporation headquartered in San Francisco, California.
- **Affiliate:** An entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Country:** Refers to: United States
- **You:** The individual using our Service to connect with healthcare providers.
- **Device:** Any device that can access the Service such as a computer, a cellphone or a digital tablet.

Healthcare Information Handling

Data Processing and Security

1. We process and protect your health information in accordance with HIPAA and other applicable healthcare privacy laws.
2. We utilize industry-standard security measures and HIPAA-compliant service providers to protect your information.
3. All service providers who may have access to your PHI:
 - Have signed Business Associate Agreements (BAAs)
 - Are HIPAA-compliant
 - Are contractually bound to maintain confidentiality
 - Are regularly monitored for compliance

Data Practices

- We retain health information according to HIPAA requirements
- You can request deletion of your information
- Some information may be retained in provider medical records
- De-identified data may be used for service improvement
- We maintain audit logs of data access as required by HIPAA

Data Analysis and Research

- De-identified data may be used to:
 - Improve our services
 - Conduct healthcare research
 - Enhance matching algorithms
- No identifiable information is used without explicit consent

Limitations & Contraindications

Leah is not intended to be used as an emergency or crisis management or prevention tool.

Leah is not a risk assessment tool and does not replace any risk assessments performed by healthcare providers.

While Leah can recognize common phrases indicating self-harm or suicidal ideation, it is not a risk assessment tool. The platform's capacity to identify risk is limited and relies on user self-identification. If you are at risk or in crisis:

- The healthcare provider will be notified but may not be the most suitable place for your care
- Additional follow-up questions may be asked at the provider's discretion
- These do not replace a formal risk assessment by a qualified healthcare professional

Clinical information passed to providers through Leah must not be used standalone without human supervision or review.

Using Leah in a language other than English or providing misinformation will negatively impact the accuracy of the service.

For any information regarding your intake or assessment, please speak directly with the healthcare provider.

Healthcare Disclaimers

Medical Disclaimer

- Our Service is not a substitute for professional medical care
- Assessment results are preliminary screening tools only
- No provider-patient relationship is created by using our platform
- In case of emergency, contact emergency services (911) immediately
- Providers make independent medical decisions; we only facilitate

Assessment Process

- Our matching and assessment tools use automated processing
- Results are recommendations only
- Providers make final clinical decisions
- You have the right to discuss results with providers
- Assessments are regularly reviewed and updated

Emergency Situations

- Our Service is not for emergency situations
- If you indicate immediate harm risk, we may:
 - Notify appropriate authorities
 - Contact emergency services
 - Inform your healthcare provider
- Crisis resources are available through the National Crisis Line (988)

Your Rights and Responsibilities

Age and Consent

1. Primary users must be 18 or older
2. Minors aged 13-17 may use the Service with parent/guardian consent
3. Healthcare providers may submit information for patients of any age with appropriate authorization

Your Responsibilities

You agree to:

1. Provide accurate and complete information
2. Maintain the confidentiality of your access credentials
3. Notify us of any unauthorized access
4. Use the Service only for legitimate healthcare purposes

Your Rights

You have the right to:

1. Access your health information
2. Request corrections to your information
3. Receive an accounting of disclosures
4. Request restrictions on information sharing
5. Receive notifications of privacy breaches
6. File complaints regarding privacy practices

Service Usage

Permitted Use

The Service may only be used for:

1. Completing healthcare intake forms
2. Providing health history and information
3. Completing health assessments
4. Connecting with healthcare providers
5. Other legitimate healthcare-related purposes

Prohibited Use

You may not:

1. Submit false information
2. Use the Service for non-healthcare purposes
3. Attempt to access other users' information
4. Interfere with the Service's security features
5. Reverse engineer the Service

Healthcare Integration

- Information may be shared with provider systems
- We integrate with standard healthcare records
- Technical issues may affect data transmission
- Backup methods for information sharing available

Insurance and Payments

- We do not bill insurance directly
- We are not responsible for provider fees or insurance coverage
- Any payment information collected is for provider use only
- Check with your provider about insurance coverage

Warnings & Precautions

⚠️ You are not directly communicating with a healthcare provider in real-time through Leah

⚠️ Leah has no control over:

- **Whether you will receive care**
- **The type, quality, or duration of care received**
- **Provider response times or next steps in your care**

⚠️ Data Security and Privacy:

- **While we maintain HIPAA compliance and high security standards, no system is immune to data breaches**
- **Your data will be handled according to both Leah's and your healthcare provider's privacy procedures**
- **Exercise caution when using Leah in public places to protect your privacy**
- **Information remains in the chat interface until you close your browser tab**

⚠️ Technical Considerations:

- **Closing your browser before submission will result in lost data**
- **Internet disconnection for over 5 minutes will result in lost data**
- **30 minutes of inactivity will result in lost data**
- **Ensure stable internet connectivity during your session**

Foreseeable Medical Emergency Situations

Leah is not appropriate for crisis or emergency situations. If you are experiencing:

- Thoughts of self-harm or suicide
- Immediate risk to yourself or others
- Medical emergency
- Mental health crisis

Please immediately contact:

- Emergency Services: 911
- National Crisis Line: 988
- National Suicide Prevention Lifeline: 1-800-273-8255
- Your local emergency room

- Your current healthcare provider's emergency line

Service Accuracy and Limitations

Assessment Accuracy:

- Results are preliminary screening tools only
- Final clinical decisions are made by healthcare providers
- Accuracy depends on the completeness and truthfulness of provided information

Service Availability:

- May be affected by technical issues
- Subject to maintenance windows
- May vary by state due to healthcare regulations

Provider Integration:

- Information sharing with provider systems may vary
- Technical issues may affect data transmission
- Alternative methods for information sharing may be necessary

Quality Assurance:

- Regular updates to assessment tools
- Ongoing validation of matching algorithms
- Compliance with healthcare standards and regulations

Documentation:

- Records of all interactions are maintained per HIPAA requirements
- Audit trails of data access and modifications
- Secure backup systems for all patient data

State Healthcare Laws

- Service availability may vary by state
- Additional privacy rights may apply in certain states
- Some features may be restricted based on local laws
- Provider matching subject to state licensing requirements

Intellectual Property

- Our assessment algorithms are proprietary
- Questions and forms may be copyrighted
- Results are for personal/provider use only
- No commercial use of our materials

Limitation of Liability

Our liability is limited to the extent permitted by law, excluding:

1. Breaches of PHI security
2. Willful misconduct
3. Gross negligence
4. Violations of HIPAA requirements

"AS IS" and "AS AVAILABLE" Disclaimer

The Service is provided "AS IS" and "AS AVAILABLE." While we strive for reliability:

- We cannot guarantee uninterrupted service
- Technical issues may affect availability
- Updates may be required for security
- Features may change over time

Changes to These Terms

1. We may update these Terms with 30 days' notice
2. Material changes to PHI handling will require your consent
3. You may terminate use at any time
4. We maintain PHI according to HIPAA retention requirements

Support and Assistance

For help with our Service:

- **Technical support:** engineering@leahwellness.io
- **Privacy questions:** engineering@leahwellness.io
- **Website:** <https://leahwellness.io/>

For privacy concerns or complaints:

1. **Contact our Privacy Officer at engineering@leahwellness.io**
2. **File a complaint with HHS Office for Civil Rights**
3. **Contact your state's healthcare regulatory authority**

Severability and Waiver

If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in effect. No waiver of any term shall be deemed a further or continuing waiver of such term.

Governing Law

These Terms shall be governed by the laws of the United States and the State of Delaware, without regard to its conflict of law provisions.

Contact Us

For questions about these Terms:

- **Email:** engineering@leahwellness.io
- **Website:** <https://leahwellness.io/>