

FCS Center Privacy Policy and Terms and Conditions of Use

Please read before using the Family & Children’s Service (“FCS”) Crisis Contact Center services, which include phone, chat, and text lines. By accessing any of the services of the Crisis Contact Center, you agree to the following Terms and Conditions of Use. By agreeing to the Terms and Conditions of Use for the Family & Children’s Crisis Contact Center, you permanently agree to release Family & Children’s Service from all suits, claims and actions pertaining to your experiences with Family & Children’s Service’s Crisis Contact Center. If you do not agree to these terms and conditions, do not use the services provided by the Crisis Contact Center.

The FCS Crisis Contact Center (“the Center”) is a free and secure service. The Center provides free counseling and support to anyone experiencing a crisis. Crisis specialists assist people struggling with thoughts of suicide, grief, depression, anxiety, domestic violence, divorce, parenting problems, addiction or serious mental illness, etc. Language translation services are available. Our trained crisis specialists are here to listen and provide the needed resources to promote the safety and well-being of those who contact us.

If you are in crisis and need help, you can reach the Center by:

- Calling (615)244-7444, 24 hours a day;
- Accessing the Chat Line through our website at: www.fcsnashville.org (“the website”);
or
- Texting a message to the number (615) 502-4373 (HERE)

Note: If you or someone you know is currently in the act of harming him/herself or someone else, or if they need immediate medical attention, please dial 9-1-1 or visit the nearest hospital emergency room.

Frequently Asked Questions

Who answers the phone/chat/text?

A trained crisis specialist who has completed 40+ hour crisis training answers phone, chat and text lines. The crisis specialist offers non-judgmental support and can offer additional resources as needed.

What if Crisis Chat or Text is not available?

Crisis Chat and Text is available during hours that vary according to the crisis center availability. If we are offline on either Crisis Chat or Text, please call our Crisis Phone Line at (615) 244-7444. The Crisis Phone Line is operational 24 hours a day, 365 days a year.

Privacy Policy

Collecting, Storing, and Sharing Information

When you log onto the chat website, text, or call the Center, we will automatically gather and store certain information about your visit. Such information may include, but is not limited to the following:

- For chat services: the internet domain; the type of browser and operating system used to access the site; the date and time you accessed the site; and, if you linked to the website from another website, the address of that website. This information is used to help make the site more useful to visitors, and to learn about the number of visitors to the site and the types of technology visitors use. We do not automatically track or record Personally Identifiable Information about website visitors. We do, however, allow users to register as a regular user and thus share personally identifiable information. We then store registered users' information for the duration of 5 years.
- For text and phone services, we will automatically collect and store the phone number from which you are texting or calling for the duration of 5 years.

Other than what is listed above, we do not collect Personally Identifiable Information unless you voluntarily provide it to us when you chat, text, or call us. In some cases, we may request that you disclose Personally Identifiable Information to us if necessary to respond to an imminent risk of death or seriously bodily harm, or to make a mandatory report concerning suspected child abuse or neglect. This information may include your name, age, address, and zip code. We will not share this information except as noted in "Disclosure to Third Parties," below.

Disclosure to Third Parties

We will not share information with any third parties except as noted in this Policy. In some cases, we may request that you disclose Personally Identifiable Information to us if necessary to respond to an imminent risk of death or seriously bodily harm, or to make a mandatory report concerning suspected child abuse or neglect. This information may include your name, age, address, and zip code. We might contact law enforcement, state authorities, or emergency services if the content of your call or text/chat conversation indicates that you or someone else are at imminent risk of death or serious injury.

Any information provided by you or collected on you will only be shared or disclosed in accordance with applicable federal, state and/or local laws and regulations. Contractors may act on behalf of the Center in administering crisis services. Any contractor used will be subject to the same legal requirements and responsibilities for protecting the privacy and security of your information as those observed by Family & Children's Service.

Security

We take your privacy and data security very seriously. Security controls, including encryption and authentication, are in place to ensure the protection of your information when transferring and receiving data.

Inappropriate use of services

The Center's services may be limited or blocked for users who engage in inappropriate language, vulgarity, harassment, or other inappropriate uses of services. Obscene or abusive language is not permitted and will result in termination or suspension of services for any user who violates this policy. Repeated abuse can result in blocking a user's access to future services.

Rules of engagement:

- The information and services provided by the Center do not substitute for professional medical or mental health advice and should not be relied on for diagnosis or as treatment.
- Do not prank call/chat/text the Crisis Contact Center. Services are available to those who might be in crisis and prank contacts take time and professional services away from those who really need help.
- While you are welcome to not share your name for reasons of anonymity, do not impersonate another person, whether famous or otherwise.
- Do not engage in character slander or libel.
- For chat and text services, do not embed material using HTML, whether images, sound, or video.
- For chat and text services, do not send or post links to any other websites.
- The use of Center services is available to any person who is 14 years of age or older. Any person under the age of 13 may call the phone line for services with a parent on the line. The parent of any such person must grant a verbal permission to the Center before any services may be offered to the person.
- The Center reserves the right to immediately terminate any conversation in which the user violates any of the rules stated in this Policy. Any user's profile may be blocked and removed permanently for any reason we deem reasonable. You understand that we do not incur any liability by doing so and that we have no obligation to provide you with access to any information from your profile or contact history with the FCS Center.

Agreements:

By utilizing the services of the FCS Center via chat website, texting, or phone call, you expressly acknowledge and agree that neither FCS nor any of its contractors, agents, or representatives are responsible for any personal information which you may disclose to us over the internet or phone during transmission.

Despite our efforts to protect your information, any communication via the phone or internet may have some risk related to confidentiality. If the device from you which you are communicating is lost, stolen, sold, given away, or recycled, unauthorized persons may access your chat, text, or phone history. You agree that FCS has no liability regarding unauthorized access to your information by a third party.

Because your participation in crisis services is not medical care or treatment, neither FCS nor any of its contractors, agents, or representatives are responsible for any decisions or results of the decisions that you make while, as a result of, or after participating in crisis services as provided by the Center. This includes whether you choose to seek or not seek professional medical or psychiatric care, or to modify or terminate specific treatment that you currently are receiving based on the information provided by this service.

If the crisis specialist concludes that you are at imminent danger of harming yourself or others, the crisis specialist will request or use your contact information provided or automatically stored so they can attempt to provide you with additional assistance, including sending local emergency services to you. You may refuse to provide this information. If, however, the crisis specialist still believes you are in imminent danger of harming yourself or others, they may use the information already available to them (e.g. your IP address or phone number automatically captured) to help local emergency personnel locate you to provide you with further assistance.

FCS is not responsible for any costs, including text, phone or internet charges, incurred by users.

Third Party Websites, Links, and Resources

The Family & Children's Crisis Contact Center provides links and resources to mental health services located in various communities with the goal of helping visitors find the resources they need to resolve mental health issues. Our provision of URL links on the Center's website does not constitute endorsement, sponsorship, or recommendation of the information or services found on any of these third party websites. The Center makes no guarantees as to the accuracy or quality of the information found on third party websites. Should you choose to rely on any information located on these third party websites, you do so at your own risk. Similarly, the Center makes no guarantees as to the quality of the information or services provided by third party referrals. Should you choose to engage in services from a third party referral, you do so at your own risk.

Changes to Terms and Conditions

The Center may from time to time make additions or alterations to these Terms and Conditions. These changes will be displayed here and will be effective once posted. We ask that you check these Terms and Conditions regularly.

Liability of Family & Children's Crisis Contact Center

THE FAMILY & CHILDREN'S CRISIS CONTACT CENTER DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED, IMPLIED, OR OTHERWISE. YOUR USE OF THE WEBSITE, TEXT, AND PHONE SERVICES IS AT YOUR SOLE RISK. IN NO EVENT SHALL FCS NOR ANY OF ITS CONTRACTORS, AGENTS, OR REPRESENTATIVES BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST

PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE, TEXT AND/OR PHONE SERVICES OR THE CONTENTS, INFORMATION OR SERVICES AVAILABLE ON OR THROUGH THE WEBSITE OR OTHER SERVICES.

Any communication beyond that which is provided via the Center's services either received by or sent to a participating Center contractor, agent, or representative is not considered Center communication and is therefore not covered by the Center Privacy and Security Policy or Terms and Conditions of Use.

General

These Terms and Conditions of Use represent a complete agreement between you and the Center in respect of your use of their website and crisis services, whether by chat, text, or phone.

If any provision of these Terms and Conditions of Use is held to be unenforceable for any reason, that provision shall be redrafted and this will not affect any other terms and conditions, which shall remain in full force and effect.

These Terms and Conditions of Use shall be governed by the laws of the State of Tennessee. Any action arising from the use of the website shall be brought in Davidson County, Tennessee.

Clients' Rights

Access to clients' rights can be found at <http://www.fcsnashville.org/agencydocument>. To file a grievance or to report concerns, please contact Katherine Delgado at (615) 320-0591 at Family & Children's Service.