

Flow Professionals
Clinical Services and Practice Policies Agreement

Last updated: January 30, 2024

1. General Information

Flow Therapy, LLC., and its affiliated professionals (collectively, “**Flow Professionals**”, “**we**”, and “**our**”), operating with support from Flow Therapy, LLC. (collectively, “**Flow Therapy**”) provide technology-enabled and in-person mental health services. This Agreement describes Flow Professionals’ services and clinical programs. It is important for you to read this document and discuss any questions you might have with us. Flow Therapy, LLC. does not provide clinical services; it performs administrative, payment, and other supportive activities for Flow Professionals. When you request to receive services from a Flow Professionals clinician those services are outlined by this agreement, as well as the discussions between you and/or your child (also referred to collectively as “you”), and your clinician(s). It is important for you to read this document and discuss any questions you might have with your Flow Therapy care team. If you agree to these terms we will assume that you have read, understood, and agree to its contents. We reserve the right, at our sole discretion, to change, modify, add or remove portions of these terms, at any time. It is your responsibility to check these terms periodically for changes.

2. Our Services and Technology

When you or your child becomes a patient of Flow Professionals (a “**Member**”), you will be given access to the mobile or desktop application of Flow Therapy (the “**Flow Therapy App**”). The Flow Therapy App provides personalized content and interactive resources for you, simple tools for scheduling appointments, contacting your Flow Professional, and billing, serves as your hub of information including medical records. You may use the Flow Therapy App so long as you are over the age of 18 or other legal age of consent and meet any additional criteria under applicable state law, and/or have the necessary capacity or authority to enter binding agreements like this through a consenting parent or legal guardian, as explained below.

If you access or use the Flow Therapy App, it will mean you read, understood and expressly agree to these Terms and that you will use the services only in accordance with the terms and conditions herein and all other applicable agreements, information, services, materials and other content provided by or through the Flow Therapy App and Flow Therapy. Your continued use of the Flow Therapy App following the posting of changes will mean that you accept and agree to the changes.

3. Telehealth Informed Consent - Risks and Benefits

Flow Professionals will provide mental health care via telehealth using voice calls, video calls and messaging services. Flow Professionals may prescribe you or your child medication or recommend other treatment, as needed. Telehealth care is a flexible and convenient way to get healthcare, but it may not be right for treating certain symptoms or illnesses that need an in-person doctor or urgent care visit.

PLEASE NOTE: OUR SUPPORT TEAM DOES NOT ADDRESS MEDICAL EMERGENCIES. IF YOU OR YOUR CHILD IS EXPERIENCING A MEDICAL EMERGENCY, IS CONSIDERING HARMING THEMSELVES OR OTHERS, OR IS OTHERWISE IN IMMINENT DANGER, YOU SHOULD DIAL 911 AND/OR GO TO THE NEAREST EMERGENCY ROOM.

All laws and protections for in-person medical visits also apply to telehealth visits. This includes confidentiality of information, access to medical records, and sharing of information that could identify you personally.

You may decide that you do not want to use telehealth services for you or your child at any time. This will not make you lose your health program benefits or your rights to future health care.

4. For Guardians Consenting on Behalf of Minor Children: Authorization for Minor's Behavioral Health Services

In order to authorize behavioral health services for your child, you must have either sole or joint legal custody of your child. If you are separated or divorced (or become separated or divorced) from the other parent of your child, you agree to immediately notify the other parent that a Flow Professional is meeting with your child. You are responsible for ensuring that Flow Therapy has the appropriate authorizations needed for the treatment of your child. We may require you to provide, where custody or the right to information about treatment is contested, a copy of the most recent custody decree or other documentation that establishes custody rights of you and the other parent or otherwise demonstrates that you have the right to authorize treatment for your child. If there are any changes in the status of legal guardianship/parent status, you understand that it is your responsibility to promptly notify Flow Professionals any such changes.

One risk of child therapy involves disagreement among parents and/or disagreement between parents and the child's therapist or clinician regarding the child's treatment. If either parent with the appropriate authority decides that behavioral health services should end, Flow Professionals will honor that decision, unless there are extraordinary circumstances. However, in most cases, we will ask that you allow the Flow Professional the option of having a few closing appointments with your child to appropriately end the treatment relationship.

During the treatment of a child, Flow Professionals may meet with the child's parents/guardians either separately or together. Please be aware that Flow Professionals' patient is the child - not the parents/guardians nor any siblings or other family members of the child. Furthermore, any communication by a parent to Flow or Flow Professionals may be legally disclosed to the other parent, unless that parent's parental rights have been removed. A parent should NOT share any information which they are not willing to have disclosed to the other parent.

You hereby certify that you have legal authority to authorize Flow Professionals to provide behavioral health services including psychiatry and medication support, psychology and behavioral therapy, and other behavioral health services to your child. You further certify that, if you are a party to or otherwise the subject of any agreement or court order that requires the written approval of the child's other parent or any third party to authorize behavioral health

services for your child, you have provided or will provide that written approval prior to or at the start of treatment.

5. Important information for all parents, guardians, and caretakers

Your participation is important, and is often essential to the success of the treatment. This section is intended to inform you about the risks, rights and responsibilities of your participation as a collateral participant. Your agreement and signature, below, indicates your understanding of your role as a collateral and the limitations therein. If you have any questions or concerns about what it means to be a collateral, and especially if you have questions or concerns about information that may be shared with another parent, it is critical that you discuss these questions/concerns with your Flow Professionals clinician.

Who and what is a collateral?

In the context of Flow Therapy, a collateral is usually a parent or caretaker who participates in therapy to assist the child. The collateral is not considered to be a patient and is not the subject of the treatment. In addition to the mental health clinician's primary responsibility being to the patient with respect to treatment, they also have certain legal and ethical responsibilities to patients, and the privacy of that relationship is given legal protection. That privacy protection does not apply to collaterals.

The role of collaterals in therapy

The role of a collateral can vary greatly. For example, a collateral might attend only one appointment, either alone or with the patient, to provide information to the clinician and never attend another appointment. In another case a collateral might attend all of the patient's therapy appointments and their relationship with the patient may be a focus of the treatment. Your child's clinician will discuss your specific role in the treatment at your first meeting and at other appropriate times.

Benefits and risks

Mental health treatment can engender intense emotional experiences, and your participation in your child's treatment may also cause strong anxiety or emotional distress. It may also expose or create tension in your relationship with your child. While your participation can result in better understanding of your child or an improved relationship, or may even help in your own growth and development, there is no guarantee that this will be the case. If you are participating in your child's treatment, you should expect the clinician to request that you examine your own attitudes and behaviors to determine if you can make positive changes that will be of benefit to your child.

Professional records

No separate medical record or chart will be maintained on you in your role as a collateral. However, your demographic information will be maintained as part of your child's record, and information you provide may be entered into your child's chart, if appropriate. Your child and other adults with a right of access to health records may have a right to access the chart and the material contained therein, which may include information and communications you have

provided. Other adults with a right of access to the chart / record may also have access to the information / communications you provide. There will not be a diagnosis assigned to you in your role as a collateral and there is no individualized treatment plan for you.

The confidentiality of the things you say to your child's care team

The confidentiality of information in your child's chart, including the information that you provide, is protected by both federal and state law. However, as a collateral you are not the patient, but rather you are assisting in the clinical care of a child and are not directly receiving treatment yourself.

Clinicians specializing in the treatment of children have long recognized the need to treat children in the context of their family. In treatment involving children and their parents, access to information is an important and sometimes contentious topic. Particularly for older children, trust and privacy are crucial to treatment success. But parents also need to know certain information about the treatment. For this reason, your child's clinician may elect to discuss what information will be shared and what information will remain private, in accordance with applicable state law.

6. Payment and Billing

Payment is due after each appointment, and Flow Therapy will charge your card or bank account for the patient responsibility. Receipts will be provided after each charge, and a single charge may include fees for multiple appointments (due to Flow's billing to health plans). Your or, as applicable, your child's insurance may cover some or all of our services. If you have to pay a deductible, copayment or coinsurance for your or your child's health care, the usual cost-sharing rules will apply. By providing us with your credit card information, you are authorizing us to charge your credit card for agreed upon purchases and save your credit card information for future transactions on your account.

You agree that all people or companies (third parties) who pay any part of your Flow Professionals bill shall pay these amounts directly to the Flow Professionals entities. You understand that you must pay the Flow Professionals entities any costs not paid by your insurance or other third parties, unless state or federal regulations do not allow this.

7. Refunds

Refund Eligibility. Refunds that Flow Therapy is able to confirm are owed will be paid for services that were overpaid, duplicate payments, inaccurate billing, services that were not rendered, or insurance should have been billed. Refunds are subject to verification and approval by Flow Therapy's billing department.

Requesting a Refund. To request a refund, you must contact our billing department within 30 days from the date of the original payment or the discovery of the overpayment or non-rendered service. Refund requests can be made by contacting our billing department directly at support@flowtherapy.com. Please provide accurate and complete information, including your name, contact details, payment details, a brief explanation for the refund request, and any relevant supporting documentation.

Refund Processing. Upon receipt of your refund request, we will review the request and initiate the refund process if it meets the eligibility criteria. Refunds will be processed within approximately 5-10 business days from the date of approval. Refunds will be issued using the same payment method used for the original payment, unless otherwise specified and approved by our billing department. Whether or not to grant a refund request is solely within the discretion of our billing department.

Refund Denial. We reserve the right to deny refund requests. Refund requests submitted after the 30-day timeframe will not be considered, unless there are extenuating circumstances deemed acceptable by our billing department.

No Refunds for Services Rendered. Refunds will not be issued for services that have been rendered in accordance with the agreed-upon treatment plan or for any charges that are non-refundable for any reason including, but not limited to applicable law, regulation, guidance, or agreement. Any disputes regarding services rendered should be addressed separately in accordance with our patient dispute resolution process.

Modifications to the Refund Policy. We reserve the right to modify or amend this refund policy at any time without prior notice. Any changes to the refund policy will be effective immediately upon posting the revised Agreement on our website or other appropriate channels.

8. Scheduling and Attendance

We understand you may have to reschedule or cancel an appointment from time to time. We ask that you notify us at least 24 hours in advance of your scheduled appointment. You will be charged for appointments that are not canceled 24 business hours in advance, and appointments to which you are late by 15 or more minutes, as specified on your Flow Professional's booking page and to the extent permitted under applicable laws or payor requirements. Exceptions will be made at the discretion of the Flow Professional in case of extenuating circumstances. If you repeatedly miss scheduled appointments, and if Flow Professionals are unable to contact you for a period of time, you understand that your agreement with Flow may be terminated and you will be removed from Flow's platform.

9. Privacy Practices

We must follow federal healthcare privacy and security laws and protect your health information. We work hard to make sure that your personal information is secure. We use standard physical, electronic, and business security methods (such as encryption) to help prevent access to your health information by people who should not see it. But we cannot promise that data sent over the Internet or through a data storage facility will be perfectly secure. So, although we try to protect your personal information, we cannot guarantee the security of any information you send to us. You can read more information about our use of health information and other personal information in our Notice of Privacy Practices (“NPP”).

We may share your health records with the following individuals under the following circumstances:

- With your other health care providers, either directly or through our participation in health information exchanges, health plans, and for other healthcare treatment, payment, and operations purposes. This may include information relating to genetic tests, substance abuse, mental health, communicable diseases and other health conditions.
- With other individuals involved in your care such as caregivers or family members where we have permission to do so, or in the event of a mental health crisis or other emergency.
- As otherwise permitted in our NPP and by applicable law.

By signing below, you agree to let us share your records as described above and acknowledge receipt of the NPP.

10. Communications

As part of providing services, we may communicate with you, including for purposes such as appointment reminders and announcements. If you have provided us with a cell phone number and email address, we may send you SMS text messages and emails. Text messages and emails are not always secure because they travel over networks that we do not control.

By signing below and providing us your cell phone number and email address, you permit us to contact you by SMS text message and email. You may also ask us to stop sending non-appointment-related messages by responding to the messages, including by texting “STOP” or clicking the email link to “unsubscribe,” or by contacting support@flowtherapy.com. You understand that you may have to pay data costs to receive SMS text messages that we send to your mobile phone. You may elect not to agree to this section and still receive services from Flow Professionals.

11. Complaint Policy

All Members have the right to communicate complaints regarding their care. Should you wish to make a formal complaint about one of your care providers you may do so in writing and submit the concern to Flow Professionals at support@flowtherapy.com.

12. Agreement and Consent

If you have questions about any of the contents of this Agreement, our procedures, or your role in this process, please contact us at support@flowtherapy.com. Remember that the best way to ensure quality treatment is to keep communication open and direct with your clinician(s).

By accepting this Agreement you indicate that you have read and understood this Agreement, and that you agree to abide by its terms. Further, you certify that if you accept this Agreement as a personal representative of the patient, you have legal authority to provide consent for the treatment of the patient.