

**Grow Professionals**  
**Clinical Services and Practice Policies Agreement**

Last revised: January 17th, 2023

**General Information**

Grow Healthcare Group, P.A. and its affiliated professionals (collectively, “**Grow Professionals**”, “**we**”, and “**our**”), operating with support from Grow Care, Inc. (collectively, “**Grow Therapy**”) provide technology-enabled mental health services. This Agreement describes Grow Professionals’ services and clinical programs. It is important for you to read this document and discuss any questions you might have with us. Grow Care, Inc. does not provide clinical services; it performs administrative, payment, and other supportive activities for Grow Professionals. When you request to receive services from a Grow Professionals clinician those services are outlined by this agreement, as well as the discussions between you and/or your child, and your clinician(s). It is important for you to read this document and discuss any questions you might have with your Grow Therapy care team. If you agree to these terms we will assume that you have read, understood, and agree to its contents.

**Our Services and Technology**

When you or your child becomes a patient of Grow Professionals (a “**Member**”), you will be given access to the mobile or desktop application of Grow Therapy (the “**Grow Therapy App**”). The Grow Therapy App provides personalized content and interactive resources for you, simple tools for scheduling appointments, contacting your provider, and billing, serves as your hub of information including medical records.

**Telehealth Informed Consent - Risks and Benefits**

Grow Professionals will provide mental health care via telehealth using voice calls, video calls and messaging services. They 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 CARE TEAM DOES NOT ADDRESS MEDICAL EMERGENCIES VIA TELEHEALTH. 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 9-1-1 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. We will sometimes record telehealth visits including video and voice call visits. However, at the beginning of the visit you may ask that the visit not be recorded. These recordings will be used by us to improve quality and products. However, if you do not wish for your or your child’s visit to be recorded, please let us know at the beginning of your or your child’s visit.

You have a right to know who is attending each telehealth visit. 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.

Telehealth services are convenient and offer better access to health care. However, as with any health service, there are potential risks associated with using technology. These risks include service problems due to technology or internet failures, not having enough information to make health care decisions, rare security errors, and other risks. You agree to take on the risk for information lost due to technology problems.

### **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 Grow Professionals is meeting with your child. Grow Professionals believes it is important that all parents have the right to know, unless there are truly exceptional circumstances, that their child is receiving behavioral health services. You also agree to provide, if we make a request, a copy of the most recent custody decree 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 Grow 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. You agree to notify us immediately if such a disagreement occurs. If such disagreements occur, we will strive to listen carefully so that we can understand your perspectives and fully explain our perspective. If either parent decides that behavioral health services should end, Grow Professionals will honor that decision, unless there are extraordinary circumstances. However, in most cases, we will ask that you allow us the option of having a few closing sessions with your child to appropriately end the treatment relationship.

During the treatment of your child, Grow Professionals may meet with the child's parents/guardians either separately or together. Please be aware that Grow 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 may be legally disclosed to the other parent. 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 Grow Professionals to provide behavioral health services including psychiatry and medication support, psychology and behavioral therapy, and other behavioral health and developmental services to your child. You further certify that you are not 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.

### **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 Grow Professionals clinician.

### **Who and what is a collateral?**

In the context of Grow 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, they also have certain legal and ethical responsibilities to patients, and the privacy of that relationship is given legal protection. As a collateral, you would have less privacy protection.

### **The role of collaterals in therapy**

The role of a collateral can vary greatly. For example, a collateral might attend only one session, either alone or with the patient, to provide information to the clinician and never attend another session. In another case a collateral might attend all of the patient's therapy sessions and his/her 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. This also means that, because it is our policy to coordinate communications between the adults in a child's life, your child's clinical care team does not keep your communications private from the other parents/caretakers involved in your child's treatment that are permitted by law to access the child's health information. In short, we do not keep secrets between parents/caretakers and we may elect to share the things you say with other parents/caretakers if your clinician believes it is clinically appropriate. Your agreement to participate in the clinical services your child receives constitutes your acknowledgment and acceptance of the lack of confidentiality and your acceptance of our policy to share information between collaterals when deemed appropriate at the sole discretion of your child's clinical care team, even if parents and/or caretakers are not married or part of the same family unit.

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. However, minors over age 12 are notified, and agree, that their clinical services team may elect to share information with parent collaterals.

### **Payment and Billing**

Payment is due after each session, and Practice will charge your card or bank account for the patient responsibility. Receipts may be provided at the time of the charge or monthly. 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. If you request, we will work with you to determine what your charges will be. 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 Grow Professionals bill shall pay these amounts directly to Grow Professionals. You understand that you must pay Grow Professionals any costs not paid by your insurance or other third parties, unless state or federal regulations do not allow this.

### **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. Appointments that are not cancelled 24 business hours in advance, and appointments that you are late by 50% of the allotted time, will be billed at up to your provider's full self-pay rate. If you repeatedly miss scheduled appointments, and if Grow Professionals are unable to contact you for a period of time, you understand that you may be terminated from the program.

## **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 Health Information Privacy Practices (“NPP”):

<https://growtherapy.com/static/react/GrowHealthInformationPolicy.eb3af883.pdf>

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, for healthcare coordination, operations and treatment 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.
- 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.

## **For Guardians Consenting on Behalf of Minor Children: U.S. Children’s Online Privacy Protection Act (“COPPA”)**

As part of the services, we will collect the personal information of your child. Your consent is required for the collection, use, and disclosure of your child’s information and we have collected your information in order to obtain this consent. We will not collect your child’s personal information unless you consent. However, if you do not give your consent, your child may not use our services.

The types of personal information we collect directly from a child is:

- any information the child provides to us during an appointment, including health related information, or while logged into the account you created if you provide the child with your credentials (we do not allow children under age 18, or under age 19 in Nebraska, to register directly for an account at this time);
- information about the child’s use of the services, including information sent by the mobile device or computer used by the child (e.g., IP address, unique device identifiers, website usage information, etc.) and information sent by the mobile device(s); and location information.

We use and disclose that information:

- to provide the services;
- for the operation and administration of our business, including disclosures to our business clients who purchase our services for their employees and dependents;

- for business analytics purposes;
- for our own marketing purposes;
- to provide customer support to you;
- for account and network security purposes;
- to maintain legal and regulatory compliance; and
- to enforce compliance with our agreements and policies.

We will obtain your verifiable parental consent to collect your child's information through a video conference with you, or via another method permitted by COPPA, before we collect any personal information directly from your child. Your agreement, below, also constitutes your consent to the collection, use, and disclosure of your child's information, as described in this consent, our [Privacy Policy](#), and the [NPP](#). A parent or guardian may revoke this consent at any time. However, once consent is revoked, a child may not use our online services again unless a new consent is signed. If you do not provide your consent within a reasonable period of time, we will delete your information from our records.

### **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 by contacting your Care Team. 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 Grow Professionals.

### **Complaint Policy**

All Members have the right to communicate grievances 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 Grow Professionals at [support@growththerapy.com](mailto:support@growththerapy.com).

The following disclosures apply to users accessing Grow Therapy for the purposes of participating in a telehealth visit as required by the states listed below:

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

**Iowa:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here: <https://medicalboard.iowa.gov/consumers/filing-complaint>.

**Kentucky:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here: <https://kbml.ky.gov/grievances/Pages/default.aspx>.

**Maine:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here: <https://www.maine.gov/md/complaint/file-complaint>.

**New York:** I have been informed that to get information regarding your rights and how to report professional misconduct, I should visit here: <https://www.health.ny.gov/professionals/doctors/conduct>.

**Oregon:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here: <https://www.oregon.gov/omb/investigations/pages/how-to-file-a-complaint.aspx>.

**Rhode Island:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here: <https://health.ri.gov/complaints/>.

**Texas:** I have been informed of the following notice:

NOTICE CONCERNING COMPLAINTS- Complaints about physicians, as well as other licensees and registrants of the Texas Medical Board, including physician assistants, acupuncturists, and surgical assistants may be reported for investigation at the following address: Texas Medical Board, Attention: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, Texas 78768-2018, Assistance in filing a complaint is available by calling the following telephone number: 1-800-201-9353, For more information, please visit our website at [www.tmb.state.tx.us](http://www.tmb.state.tx.us).

AVISO SOBRE LAS QUEJAS- Las quejas sobre médicos, así como sobre otros profesionales acreditados e inscritos del Consejo Médico de Tejas, incluyendo asistentes de médicos, practicantes de acupuntura y asistentes de cirugía, se pueden presentar en la siguiente dirección para ser investigadas: Texas Medical Board, Attention: Investigations, 333 Guadalupe, Tower 3, Suite 610, P.O. Box 2018, MC-263, Austin, Texas 78768-2018, Si necesita ayuda para presentar una queja, llame al: 1-800-201-9353, Para obtener más información, visite nuestro sitio web en [www.tmb.state.tx.us](http://www.tmb.state.tx.us)

**Vermont:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here: <http://www.healthvermont.gov/health-professionals-systems/board-medical-practice/file-complaint>; or Board of Osteopathic Examiners can be found at: <https://sos.vermont.gov/opr/complaints-conduct-discipline/>

**Wyoming:** I have been informed that if I want to register a formal complaint about a provider, I should visit the medical board's website, here: <http://wyomedboard.wyo.gov/consumers/file-a-complaint>.

### **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@growththerapy.com](mailto:support@growththerapy.com). Remember that the best way to assure 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 accepting this Agreement as a personal representative of the Member, you have legal authority to provide consent for the treatment of the Member.