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Patient Treatment Agreement

Welcome to Bloom Mental Health LLC. We look forward to working with you and providing caring psychiatric treatment. Below is information about our practice that explains how we operate, so that you can decide if the practice is a good fit for your needs and preferences.

This document has page numbers and ends with a signature line, please initial all pages and sign at the end.

You have choices for your psychiatric treatment, and you are always free to consider alternate psychiatric care providers at any time throughout your treatment, and do not ever need prior approval from us. We give some examples of other providers later in this document who may have different clinical styles and capabilities, as well as different clinic policies and procedures, to help you in choosing the care you prefer. You may also call us to request information on other providers. It is often best to consider several providers before starting treatment and compare the pros and cons of each.

This agreement contains information pertaining to the Health Insurance Portability and Accountability Act (HIPAA), which is the Federal law providing privacy protections and your rights as a patient regarding the use and disclosure of your protected health information (PHI). A separate notice of privacy practices and billing information will also be provided to you, please call us prior to your appointment if you did not receive them. This document also covers our policies on fees, insurance, good faith estimates, and expectations around how to interact with us for routine and emergency matters.

In order to begin treatment with us, we require you to read this entire agreement, ask any questions you have ahead of time, seek outside counsel about this agreement if needed, and agree to all of the terms. By starting treatment with us (e.g. a new patient intake), we assume that you do so agree, and had all questions about it answered to your satisfaction ahead of time, and continue to agree to our terms as long as you are an active patient with us.

If you do not understand or agree to any of these terms (including from any language, educational, or cognitive barriers), or have any other questions, please call us prior to

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any treatment at 303-801-1776, and do NOT begin any treatment until you feel you have fully understood and agreed to this entire document.

ADA Accommodation: We proudly serve all clients regardless of disability status, and will make all reasonable accommodations to assist you. If you are having any trouble accessing our services, please call us at 303-801-1776 so that we can discuss how to better accommodate you.

Who Bloom Is And How We Operate:

Bloom Mental Health LLC and all employees, contractors, volunteers, and associates (e.g. cross-covering physicians) that are involved in your care are herein referred to as “Bloom” and are covered under this agreement except where specifically indicated. By joining our practice you agree that Bloom, all employees, contractors, volunteers, and associates of Bloom may contact you and share information with each other as we deem necessary to treat you. This can mean sharing demographic and clinical details about you, including information in the medical chart. We follow the standard of minimum necessary information sharing, and only share information as needed for treatment, billing, and operational purposes.

Clinic Hours:

Office hours are usually from Mon-Fri 8 AM - 5 PM unless noted. Federal holidays are usually observed. We may be closed during severe weather or other unusual circumstances, and in some cases may need to rebook appointments, or convert in-person appointments to telephone/telehealth appointments. Physical office space closure will generally follow the closure policy of the Douglas County School District for the Highlands Ranch Area, but please call us at 303-801-1776 if unsure. Please do not show up to the office outside of scheduled appointment times as we will not be able to assist you. If you are unsure whether you have an appointment at a certain time, please call us to confirm at 303-801-1776.

Fee structure:

Bloom has typically operates as fee for service only, but may from time to time accept insurance as payment for services. It is your responsibility to check with your insurance carrier and Bloom prior to any appointments to verify whether your insurance is accepted. It is **critically** important to also check with us directly about what insurance we are accepting and **NOT** solely rely on communication from the insurance company or other sources. Clients may, at times, misunderstand their coverage benefits as they relate to us, and you can avoid significant frustration by checking with us directly before making an appointment.

Please see below depending on your circumstance, and check our website or call us for questions at 303-801-1776.

Fee For Service:

Under this arrangement, services with Bloom are direct pay for services from you or the financially responsible party, and are generally billed by time spent on any patient-related

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services, including (but not limited to) time speaking directly with the patient, their family, school, work, pharmacists, insurance companies, and therapists. This can include time talking to the provider about clinical matters, but also administrative or other matters that are not specifically clinical (e.g. reviewing clinical policies, fees, appointment times, and such with the provider). Time spent reviewing reports or laboratory work, writing prescriptions, and on administrative services such as letter writing, filling out forms, or drive-time to a location for services are also usually billed at the same rate as for an equivalent-length appointment. Please take special note of forensic-related prices, which are detailed below.

Services from the provider are generally scheduled in 15 minute increments with a 15 minute minimum (even for appointments that end before 15 minutes), including for any telephone or administrative tasks.

Fees shown below are averages, and may vary depending on your particular circumstances and may change at any time. Please call us prior to any services to inquire about your particular financial obligations, and also check our website for current fees www.bloomMH.com

Patients Who Are Billing Insurance:

Bloom may, from time to time, accept payment from some insurance plans. This is not guaranteed and can change at any time, and it is important to check with us prior to obtaining services to see if your plan is currently covered, and what the terms and conditions are (e.g. copays, out of pocket fees you may owe, what services are covered, especially as it relates to newer treatments such as ketamine or botulinum toxin, or to newer conditions that may not be covered (e.g. misophonia).

We are not able to interpret, represent, or guarantee any aspect of the terms of services from your insurance provider, as this is a contract between you and them, and you should contact them directly for questions.

If insurance is billed for your care with us, know that we follow all guidelines, regulations, and community standards around insurance billing, including how it is coded and processed, and the collection of any co-pays, and the collection of fees for services that are not covered.

Services Not Covered By Your Insurance:

Because Bloom also offers services that may not be covered by your insurance (e.g. some of the infusions and injectables we offer, as well as some specialty consultations around diagnoses that may not be covered, as well as forensic and educational consults), it is important that you discuss any questions you have about whether a service is covered or not prior to starting the treatment. We cannot represent or guarantee the terms of your insurance contract, but instead can give you our best understanding of if a service is typically covered in most plans. Note that this is not an expert opinion on what your insurance is likely to cover, but is simply letting you know whether a service is typically covered by most plans in the community.

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As of 3/31/2022, it is our understanding that certain services such as ketamine infusions, psychedelics, triple chronotherapy, transcranial direct current stimulation, and botulinum toxin are **not** covered by many insurance plans, and you would be responsible for the full fee. Certain diagnoses that we frequently treat, such as misophonia or misokinesia, may also not be covered. It is important to know this in advance, and talk to our providers about alternative treatments that might be covered.

Bloom’s Monthly Membership Fee:

To provide top-level comprehensive wellness services, Bloom may charge a standardized, monthly membership fee for **ALL** patients, regardless of payer status, diagnosis, service utilization type or intensity. It is your responsibility to check on whether we are charging this fee, which can be found on our website or by calling us. This fee may vary from time to time depending on external factors such as taxes, inflation, regulatory fees, or due to estimated ongoing operating costs within our practice as we solely determine. The fee amount can change at any time, and we will notify you before the next monthly bill. The most recent fee schedule can be found on our website www.bloomMH.com or by calling us at 303-801-1776.

The membership fee is a separate facility fee that covers an array of services and extras as part of our whole-person care, and is not part of an insurance copay, deductible, nor is it a part of a clinical fee for service, whether billed to you or your insurance.

Depending on availability, the fee variably encompasses such things as our members-only website content, no-cost administrative help up to certain limits per month*, discounts** from certain 3rd party vendors, and other additions and perks depending on availability.

The monthly membership fee is due in full at the start of each month, and the next fee can be canceled at any time with no additional fees or penalties, provided that you give us at least 5 regular business days to process the cancellation. The full amount is billed at the start of each month, and this fee is non-refundable once billed. Fees are not prorated if canceled before the end of the month, and it is important to understand this ahead of time, to avoid any confusion or frustration.

We strongly prefer, and may require unless legal or extenuating circumstances provide, that this be done as monthly auto-pay. If you do provide us with new card information for billing it, the time spent collecting this information may be counted as regular administrative help time.

It is very important to note that the monthly fee is charged to all patients regardless of diagnosis or service, and is an expected, required part of being a patient with us.

Choosing to cancel it, or refusal to pay this or any other fees may result in being discharged from the practice, and may mean that you will no longer be a patient with Bloom. To reiterate, the fee, if in effect, is a required part of membership in our practice, and is not discounted or refunded based on which additional perks and services may be available.

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* Note: Administrative help time is up to 2 hrs per month free from us. Times beyond this may be billed at the regular admin fee schedule. Admin help does NOT guarantee outcomes or results (such as insurance approvals or letters that achieve a desired result), or that we are able to take on/address what you ask for help. It is simply our best efforts with no claim to particular expertise in administrative matters, and we may refuse tasks that we do not agree with, or believe we are not able to fulfill. Refusal to provide an admin service is not grounds for refund of the membership fee.

**Discounts are subject to availability and 3rd party vendor participation, and are NOT guaranteed. Discounts are subject to change or cancellation at any time.

Fees are found on our website, as they are often updated. Please refer to www.bloomMH.com, or call us at 303-801-1776 for information on the latest clinical and administrative fees. Note also:

- Administrative assistant time that does *not* involve the provider, such as paperwork help (e.g. filling out forms), help with calling other 3rd parties, help with setting up telehealth or other computer programs, or discussing any administrative-related questions is billed at a separate administrative rate.
- Administrative time that involves the provider: generally billed at clinical rate, 15-minute minimum
- Time with other contractors or employees (e.g. nurses, HR, IT specialists, etc): by special request, please call us
- After hours appointments: depending on availability, the provider may sometimes have times outside of normal business hours, but these are generally billed at 1.5 times the regular rate, but please call us to confirm beforehand.
- Any forensic work (depositions, responding to subpoenas, driving to court or legal offices, appearing in court, waiting in court or legal office buildings for hearings, depositions, etc; speaking to the client or others related to court matters): \$800/hr unless otherwise specified.

Payment For Services, and Credit Card Matters:

Payment information and authorization is required prior to services, and all services are paid for by credit card, including also any fees or co-pays. Your execution of this Patient Agreement constitutes authorization for us to bill your credit card for all patient services upon the delivery thereof, whether or not you separately sign a credit card authorization. For convenience, credit card information is stored with a third party payment handling system (for example, the company Therapy Partner). These companies are specifically set up to handle billing, and provide a fast, secure, and convenient way to handle payment. They can provide a receipt of treatment (e.g. a superbill) that you may present to your insurance for possible out of network benefits. Seeking such reimbursement is solely your responsibility, and we cannot guarantee the extent to which your insurance will reimburse for this, if at all. Note that we do not currently have the ability to accept physical card payments, and our providers are not typically equipped to execute any

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payment related matters. This must be done by calling us at 303-801-1776. If special accommodations are needed, please inquire and advise us of this prior to engaging in any clinical services.

Payment is usually collected within the same week of service. If you wish to change the method of payment it is your responsibility to let us know this prior to services. Asking for change of payment method after services may incur additional administrative fees (see the administrative fee rate). Failure to pay and/or provide a valid credit card may result in additional fees such as our administrative time needed to correct the information, and in the case of protracted failure to pay or due to dispute of charges, additional fees may apply for any legal bills we incur in recovering outstanding amounts. If there is a change in your address or billing information, please let us at 303-801-1776 as soon as possible and prior to next services.

No Warranty/Guarantee From Our Services

Mental health is often vague and unpredictable by its nature, with variability in treatment approaches and outcomes. As such, we **cannot**, at any time, guarantee results of any kind. This means that we cannot guarantee, for example:

- Any treatment outcomes (such as resolution or improvement of an illness)
- A clinical plan/approach that you understand or approve of (such as starting or stopping a medication that you prefer, or a diagnosis that you agree with)
- How the patient responds to a treatment, including undesirable or adverse reactions
- Agreement from you with how this practice is run (hours of operation, fees, etc)
- Our ability to continue to keep you as a patient, as needs change (new diagnoses, treatment intensity needs, etc)

If You Need A Diagnosis Within A Certain Timeframe, Or For a Specific Reason:

It is also important to note that mental health diagnoses can sometimes take time to firmly establish, and how long it takes to make the diagnosis cannot typically be known before the first few appointments. It is not uncommon to need multiple evaluations (such as 5-10 sessions, or more in some cases). Some clients have come to us hoping to receive a specific diagnosis after the initial intake, but it is critical to know that it is often not possible to establish a firm diagnosis after just a few visits.

If you need a diagnosis within a certain timeframe or for some specific reason (e.g. for school, work, disability, or some other reason), you must let us know this in advance, and in writing, so that we can discuss whether this is possible. This means writing it in your intake evaluation form with the specifics shown below, or you can email us, bring in a written letter, or mail a letter to us (please keep in mind that postal mail can take longer to process).

The written request for a diagnosis must include:

- A statement specifically stating that you are requesting evaluation for a certain diagnosis
- What type of diagnosis you are seeking evaluation for
- What it is needed for (school, work, disability, or other)
- What the time frame is for your needs, including any deadlines

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- If there are no hard deadlines, what deadline you may still want to set (this could be a date, or a maximum number of clinical visits with us)

Please note that we may, upon review or during the course of our evaluation, advise that we are not able to accommodate your request, and may discuss this with you at your next appointment. We may also, during the course of our evaluation, find that we do not agree with a diagnosis, or cannot reliably make it in the time frame requested.

Unless we specifically, and in writing, agree to perform a specific diagnostic evaluation within a certain timeframe, then we at no time imply or warrant that we will be able to accommodate a diagnostic request, even if our general assessment process of you is already underway. This updated assessment of being able to accommodate (or not accommodate) specific requests also does not negate our prior work with you, and does not imply a failure to perform or follow through on our services.

By engaging in treatment with us, you must clearly understand these limitations regarding Warranty/Limitations and Diagnosis Considerations (the prior 2 sections), and agree that ongoing payment for our services and participation in our clinic is purely voluntary at all times, and that all services are **billed based on reserving the time that is booked for you**, not based on the content and/or outcomes of appointments or other work by Bloom, and that all appointments are **non-refundable**. This includes appointments with concerns or disagreements (whether now or in the future) about outcomes, treatment direction, or dissatisfaction with any part of our clinical or administrative process.

By signing this, you agree to reimburse us for any fees associated with disputes arising from refusal to pay and/or demanding a refund for services (e.g. through filing a credit card dispute), or for other adverse actions taken against Bloom based on dissatisfaction over the issues noted in this section.

If at any point you are dissatisfied or concerned, we encourage you to immediately call us before the next appointment, and if applicable, consider a second opinion outside of Bloom. This document contains references to other possible practice options and also discusses further when to consider a 2nd opinion.

Good Faith Estimate of Cost of Treatment

At Bloom, we strive to be leaders in being open and transparent about costs. Our costs can be found on our website www.bloomMH.com, and you are encouraged to call us directly for any questions or concerns about costs.

You have the right to receive what is called a “Good Faith Estimate” that explains how much your medical care is likely to cost. Under the law, patients who do not have or use insurance can get an estimate of a bill for medical items and services. This pertains typically to expected cost of non-emergency services and related costs like medical tests, prescription drugs, equipment,

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and hospital fees. This is most often used in complex emergency or hospital settings in which it can be hard for patients to estimate ahead of time what costs are likely to be. The fees in our outpatient practice are almost exclusively related to the appointment times with our providers, administrative staff, and any practice membership fees.

At Bloom, we generally do not purchase and sell/distribute medical tests, prescription drugs, or use other in-house hospital services. We usually do not provide medications on site, but major exceptions include interventions such as ketamine infusions or botulinum injections, and we show the expected fees for these separately, and can discuss them with you by phone at any time.

When we order outside services such as labs, write prescriptions, advise on commercially available products to try, or make referrals to other providers or therapists, we do so in anticipation that you obtain these with an outside agency or company (outside lab or pharmacy or store) which we do **not** financially connect with, benefit from, nor do we have any control over. As such, we are generally **not** able to make assessments of what your costs will be for these outside items or services, as this depends on their pricing structure and how they might work with your insurance.

Any outside equipment, prescription, and service costs (ie anything from another company or provider outside of our direct control at Bloom) will NOT be a part of your good faith estimate of costs for services with us, and it is essential that you read and understand this clearly before proceeding with us, to avoid any potential confusion about your total out of pocket expenses for obtaining your care.

We ask you to speak with your pharmacy, lab company, sales representative, or other outside provider for a cost estimate from them, including for anything we prescribe, refer to, or suggest. If you are unable or unwilling to do so, please let us know immediately so that we can discuss how best to help.

Health care providers should be able to furnish a Good Faith Estimate in writing at least 1 business day before a medical service or other item. You can also ask your healthcare provider for a Good Faith Estimate before you schedule an item or service. In terms of provision of normal services at Bloom, (appointments, ketamine infusions, booked administrative time), we provide an ongoing cost estimate in writing both in our patient agreement, and updated on our website for the latest fees, and on request by calling us at 303-801-1776. If you receive a bill that is at least \$400 more than your Good Faith Estimate, you can dispute the bill. Make sure to save a copy or picture of your Good Faith Estimate, and we continually log, date-stamp, and archive our advertised costs on the website in case questions should later arise.

For questions or more information about your right to a Good Faith Estimate, visit www.cms.gov/nosurprises or call our office at 303-801-1776.

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The prices of our services are again openly shown on the web, and are available on request from calling us. These prices show what your next expected fee will be for service, e.g. your next appointment. Please also familiarize yourself with the expected costs if an appointment runs longer than expected.

Appointments will generally be billed for time used in the session, and if your case requires more time, it will be billed accordingly. **In other words, just because an appointment was originally scheduled for 30 minutes does not necessarily mean costs are capped at 30 minutes if you require longer service during that appointment.** We will attempt to discuss this with you at the time of the appointment, but if there is an urgent problem or potential safety issue, we may elect to proceed longer in order to safely treat the situation. Please consider this carefully and let us know immediately if this is not acceptable to you.

In terms of long-term total costs of care (e.g. the cost estimate over a month or a year), this depends entirely on the severity of the problem, and the course of mental health problems is extremely difficult to predict in advance. In general, our goal is to help clients achieve stability so that they only need to consult with us every several weeks, perhaps even every few months if very stable. However, this is not a realistic goal for all cases, and some will require ongoing frequent appointments. If your illness is complex or severe, as determined by the examining provider in consultation with you, then visits as frequently as weekly, or possibly even more in rare cases, may be indicated. Generally, your provider will try to give you some sense of when to return for the next appointment, which can give a sense for when the next estimated cost will be incurred.

We consider it unrealistic and even clinically irresponsible to project what clinical needs will occur beyond the next clinical appointment, as this can create unrealistic and clinically damaging expectations. We therefore cannot give a realistic cost estimate for long periods of time (i.e. estimating the cost of multiple future visits or for treating a condition to stability).

Total costs over time could be calculated as Visits per week x number of weeks treated x cost per visit + any other procedures or administrative hired time + any monthly membership or other fees = Total cost. The frequency of visits is again hard to predict, especially beyond the next appointment, and depends on clinical factors observed during each clinical consultation. Estimated frequency can change quickly depending on any new clinical data, and fees can also change over time. Mental illness can suddenly worsen or change, and this may unexpectedly require a new intensity or type of service (e.g. faster appointment, adding in a procedure such as ketamine).

If you are concerned about costs of treatment, or have any trouble understanding this document or how we estimate costs, please speak with our admin team or your provider before proceeding.

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We will always give you our best estimate of what your treatment needs are, and will happily refer you to other practices for a second opinion if you would like to compare costs and services. Please note that we cannot guarantee pricing or availability of these other clinics.

Bloom Helping You With Disability and Other Benefit-related Matters (e.g. Service Animals, FMLA, Employment or School Accommodations, IEP/504, and Any Other Miscellaneous Matters):

Although we sometimes attempt to help with disability related-matters (e.g. life, short/long term disability, etc), or insurance related matters such as prior authorization for medication, filling out forms on your or the insurance company's behalf, or answering questions about diagnoses and medical codes, please understand that we do not claim to be experts in handling such matters beyond that required by state or federal rules, and cannot guarantee that we will have the time or expertise to assist with your insurance-related paperwork, and likewise cannot guarantee a favorable outcome due to limitations in our time and/or expertise if we do attempt to help. Also, we may initially agree to consider assisting with one of these matters (such as filling out a requested form) but discover in the course of doing so that we do not feel able to continue to do so, and perhaps may not be able to complete it. This may include initially agreeing to fill out an application or other paperwork but then deciding, upon review, that we do not feel able to continue to do so for any number of clinical or clerical reasons, and so may elect at any time to not complete the paperwork.

Please also note that we typically must bill for all assistance with any paperwork, including disability or related matters, and typically at our normal clinical rates unless specifically agreed to otherwise in writing.

To reiterate: our clinicians or other staff or associates verbally agreeing to look at, or try to fill out a form or other paperwork does NOT in any way constitute a binding agreement that we will fill it out in a way that you prefer or that guarantees a certain outcome, nor does it ever imply or attest that we will necessarily complete any such paperwork. Any agreement to complete a disability claim, or any other related claim (such as a service animal, SSDI, or any other form of assistance or outside accommodations), must without exception be made in advance, in writing, and approved by the Medical Director of Bloom.

By hiring us to assist you with disability or insurance related matters, you must clearly understand and agree to these protocols and limitations, and understand that our assessment of your situation and our ability to assist in these matters is ongoing and subject to change at any time. Please call us if you do not understand any part of this, or have any questions at 303-801-776.

Assisting with any insurance related matters is, as with disability claims, at Bloom's sole discretion, and we reserve the right to cease assistance with such matters at any time. If Bloom is otherwise compelled to participate in any insurance related matters on your behalf (whether

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initiated by you, or by the insurance company, or by a 3rd party), we will need to bill you for this as a scheduled service and charge at our usual clinical rate, or the court rate if a legal or court-related matter (see fee schedule above). If necessary, we may need to include additional fees if we feel it necessary to hire outside help to assist us in your case, for example, if we need to retain legal counsel. We strongly advise you to consult with a medical billing expert or legal counsel for help if you have concerns related to health insurance and require expert assistance.

Medicaid and Health Insurance That May Prohibit Out of Network Care:

Certain insurance plans such as Medicaid may not allow for seeking care outside of their network, ***even if you wish to pay for it out of pocket***.

Continuing to seek care with us despite this could potentially constitute fraud and is something we take a zero tolerance approach to.

Bloom Mental Health does not participate in Medicaid. By signing this and consenting to treatment here, you agree that you have reviewed the terms of your benefits, called your plan for any questions, and are not participating in a health insurance entity or otherwise receiving any state, federal, local, or other benefits that prohibit you from seeking out-of-network, fee-based care with Bloom.

Bloom does not always independently verify your health coverage/benefit status and whether rule/law/policies allow you to seek care from us, and thus depends on **your** attestation of whether you may seek care from us. You thus agree to hold Bloom, any of its employees, and any and all associated contractors or vendors, harmless and free from any legal or financial liability should you participate in care from us that was not allowed by law/rule or by your insurance policy.

You further agree to immediately notify us and transition care away from Bloom if rules, law, or your health plan policy changes such that care with us is no longer allowed. You also agree to reimburse us for any services we might be compelled to perform as a result of any audits, inquiries, litigation, disputes, or concerns that arise from you having sought care from Bloom when not permitted to do so (see our administrative and legal fees above).

Making Routine Appointments:

Appointments are generally made by calling 303-801-1776. Please do **not** rely on other methods, such as email/text for appointments or for discussing clinical information with the provider.

To emphasize again: we ask you to call us at 303-801-1776 and not rely on email or other means for setting appointments, requesting medication refills, or communicating clinical information except as specifically agreed to in writing, in advance.

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We strongly advise you to make a follow-up appointment with your provider at the end of each appointment. This ensures the appointment is made in a timely fashion, that rebooking an appointment is not forgotten, and that you have the most scheduling options. If you must wait to book the next appointment, consider setting a reminder in your calendar to make sure you call well in advance for a follow-up. Try to give us at least 3 weeks notice for the next appointment to make sure time slots are available, as we cannot ever guarantee when/if time slots will be available.

Our schedule can fill fast, and it can be challenging to find an appointment time if you wait until just a few days or weeks before it is needed, and this could create difficulties in obtaining medication refills and other needed items.

The provider may indicate a time frame, based on clinical judgment, that you should return for another appointment. Not following through in reaching out to schedule a follow up within this time frame (including by calling us for this) could result in discharge from the practice.

Please note again that attempts to schedule a call or appointment other than doing so during an appointment or by calling our main line, such as emailing us, texting, postal mail, or calling other phone numbers besides our main line, is NOT considered an appropriate attempt to schedule an appointment, unless specifically agreed to in writing beforehand.

Length of Appointments:

New patient intakes are generally 1 hour, but you may request longer in advance if needed. Follow up appointments are often 30 minutes and either in-person or by telehealth, depending on the clinician's clinical judgment. In some cases, appointments may be longer or shorter if the provider feels that such appointments would be clinically appropriate (e.g. 30 minutes for generally for simple, straightforward appointments, 1 hr for more complex concerns). In-person appointments are not shorter than 30 minutes unless specifically agreed to beforehand for specific circumstances that are not typical.

Need For Face to Face (also means Video) Appointments:

In many cases, the provider will want to be able to do a full psychiatric exam during an appointment, which includes being able to see the patient (i.e. a face to face interview), and so we will request the patient either come in person or via telehealth (with 2-way video), instead of by phone. All active patients should be seen face-to-face at least every 90 days whenever possible, and failure to do so could result in discharge from the practice.

Late/no-show Policy:

If you require an appointment cancellation or reschedule, please let us know **at least 2 full business days** prior to the appointment, such as notifying of a Monday cancellation the prior Thursday. **Cancellations or no-shows in under 2 full business days will generally be billed for the total amount of the appointment unless otherwise discussed, regardless of**

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whether we make subsequent attempts to contact you or send reminders about the appointment. We try to send out reminders, but cannot guarantee that this will always occur, and it is your responsibility to call us if uncertain about an appointment.

If you show more than 5 minutes late for an appointment we may, at our sole discretion, choose to cancel the appointment and bill for it, and discuss scheduling another one. If you are running late, please call us immediately so that we can discuss how to help, and also be able to help with any urgent concerns, such as bridge medications until the next appointment. **It is extremely important that you call to let us know if you will be even a few minutes late!**

Reschedules or cancellations, even if we are notified in advance, are disruptive to the practice structure, and may result in extra charges, requirement for non-refundable prepayment for appointments, and/or being discharged from the practice.

Our providers will make every effort to be present for all appointments unless severely ill or otherwise unable to attend the appointment (e.g. unexpected travel delays, or other emergencies). In these rare cases, your appointment can be re-booked at no additional charge with priority placement at the next available time, and the primary provider or an on-call provider will attempt to refill medications if needed.

The provider and administrative staff will make every effort to call and inform patients if unable to conduct an appointment, however, if he is incapacitated and unable to communicate, other staff or volunteers may have to step in and help communicate this. By executing this agreement, you approve of allowing assistants or other non-physician associates, or volunteers, to obtain your contact information, and assist in informing you in case of any unexpected cancellation.

If our provider is unable to assist you then we may, in some cases, have to refer you to another provider in the community for ongoing care. Please also see the list of potential psychiatric providers below as a backup option for alternate care, especially if you have an urgent or time sensitive concern (such as if you are out of medication).

If you have an urgent problem and your provider is unavailable, not responding, or incapacitated, please reach out to the nearest urgent care or emergency room for assistance, including with medication refills. Denver Springs is one nearby example that can also help with urgent medication assistance, and they can be reached at (720) 643-4300.

Examples of possible alternate psychiatric providers:

- AllHealth Network, 303-730-8858
- Highlands Behavioral Health (720) 348-2800
- Ponderosa Counseling Center, 720-542-3487
- Compass Health, 888-852-6672
- Rocky Mountain Mental Health, (720) 770-1492

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Safe Workplace, Communication Rules, and Good Rapport With Our Clinic:

We value a safe workplace for all of our staff that is free from physical, verbal, and emotional mistreatment. We understand that many of our clients are under severe stress and are ill, but nonetheless, we are an outpatient practice that values the health and wellbeing of our staff. As such, we expect all clients to be polite and safe, just as they would be in, for example an airport, flight, school, or government facility.

We take a zero tolerance approach to rude, abusive, or dangerous behavior, and we readily cooperate with law enforcement around such matters.

As such, we may immediately discharge and/or refuse further services for any dangerous, hostile, or harassing behavior towards any of our staff or associates. This includes any behavior such as:

- Making any threats, even in jest
- Posturing aggressively, or making any physical contact
- Bringing any kind of weapon on the premises
- Taking alarming actions, such as showing up to the practice when told not to, or if advised that you do not have an appointment, or not leaving when asked.
- Taking unexpected or aggressive actions may also result in communication with law enforcement.

For safety reasons, we also may immediately terminate services for anyone:

- Raising their voice in person or on a call, including with administrative staff. Note that many calls are also recorded for safety and monitoring and may be reviewed by our staff, or law enforcement if appropriate.
- Making insulting remarks or jokes, or inappropriate sarcastic comments
- Disparaging anyone, including those associated with the practice. This is not the same as providing constructive feedback about concerns, which we welcome.
- **We basically expect the same behavior one would have in any high sensitivity facility, such as a school or government building. This is an outpatient practice that cannot safely accommodate unsafe, aggressive behavior.**

We also consider comments critical of the practice and how it operates to be potentially concerning, and subject to review from our leadership staff to determine whether discharge should occur. This includes:

- Criticizing the staff, especially if done in a rude or aggressive way, or if it does not appear that obvious deviations occurred that could be reasonably accommodated
- Criticizing our policies and procedures, asking that they be revised for you, or that you be exempt from a particular policy and given different treatment
- Spending significant amounts of time interacting with us criticizing or asking for changes to clinical or administrative matters, such as repeated phone calls, or spending a significant proportion of clinical visits discussing these matters
- Making multiple criticisms about how we operate, such as administrative operations, call back times, preferred methods of communication, how the office or website appears, or

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other matters that can sometimes be difficult to fully address in a collaborative manner. Multiple criticisms often suggest a different type of underlying concern than occasional, specific concerns that can be reasonably and collaboratively addressed.

- **Repeated misunderstandings or confusion** that lead to missed appointments, delays in treatment, billing issues, extra calls or changes to schedules, or other problems. **Regardless of why these have occurred,** repeated misunderstandings often suggest that a clinic is just not a good fit, as it can take the focus off of us working with you together to address your illness in a collaborative way, and instead puts too much emphasis on trying to solve conflicts within the clinic itself. ****Repeated misunderstandings or disagreements are sometimes the reason why we may elect to discharge you and advise you to seek care elsewhere.**

Helpful feedback is warmly welcomed and we seek feedback constantly to ensure good care, but excessive focus/criticism/time spent on how we operate, or having misunderstandings and confusion about how we operate, may suggest a poor rapport with our clinic and/or providers. We know that good rapport and trust is one of the most strongly predictive factors for whether a treatment provides good benefit, and so we may refuse services or discharge you if we believe, in our clinical judgment, that your behavior or communication with us suggests that the rapport and trust level is insufficient.

Routine Communication Outside of Appointments:

At times it may be necessary to communicate outside of regular appointments. Calls outside of this generally need to be booked by calling 303-801-1776 to request an appointment, and are subject to availability, and are generally billed at a 15-minute minimum (see fee schedule).

Calls will generally be returned within 1-2 business days unless other extenuating circumstances arise. If the provider is out of office a covering physician may handle the matter.

Please call us back and leave a detailed voicemail if you do not receive a call back within 1-2 business days, as it is possible the message was lost or we were unable to understand it. Include your name, reason for calling, and callback number.

If you desire a practice with guaranteed same-hour or same-day callbacks from a provider or on-call service, please let us know so that we can discuss alternative providers that might better fit these needs. We are also happy to discuss the use of emergency services for concerns that arise in between appointments with us, to ensure that you are safe, and your urgent needs are always met. Please also see the section about emergencies below.

If You Have More Intensive/Urgent Care Needs:

This practice is set up as outpatient treatment for patients and their families who are able to safely function outside of a more restrictive environment (such as a psychiatric hospital), and who can generally stay safe for at least a week or two at a time in between sessions or phone calls with Bloom. We **cannot** guarantee capacity for handling urgent or high needs cases that,

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for example, require multiple consultations per week, the ability to make same-day or same-week appointments, or that need 24/7 on call services.

If you desire a more intensive care environment than what we offer (such as needing to communicate multiple times per week, or making same-day or after-hours appointments), please let us know immediately so we can assist with alternate care referrals, such as local intensive outpatient programs, please also consider the psychiatric hospitals referenced in this document.

The goal of the provider is to be mentally alert and present for you during your visit, and not be tired and unable to think clearly, or be distracted by other urgent matters during your session (such as taking calls during your appointment). As such, the practice **cannot** guarantee rapid call-backs (e.g. same-day calls) for urgent calls or other matters outside of booked appointments.

For your safety, we require that you clearly understand and agree to the limitations of how we respond to urgent concerns, and be knowledgeable and willing to use emergency service providers for concerns that cannot wait for our routine callbacks and appointments (e.g. as discussed in this agreement). If this is not acceptable to you, please let your provider know prior to any further services so that alternate care arrangements in the community can be discussed with you.

Patient Emergencies:

If you are experiencing a medical or psychiatric emergency, or have a concern which requires immediate help, call 911, or proceed to the nearest emergency room if able to safely drive. Denver Springs (720-643-4300) is a psychiatric hospital in the area that provides 24/7 crisis assessment, no appointment needed. If you are urgently wanting to talk to someone by phone, please call the Colorado Crisis Services at 844-493-8255 or text "TALK" to 38255.

Please do **NOT** wait for us to return your call to get help for an emergency.

Patient Capacity to Truthfully and Accurately Communicate Serious Concerns, and Our Ability to Detect Danger:

In general, patients are presumed to have the mental and emotional capacity to make decisions regarding their health care, and how they wish to be treated, unless there is evidence to the contrary. Unless we communicate otherwise, we concur with this statement and give the patient the benefit of the doubt unless there is clear evidence to the contrary, and will treat you accordingly.

It is important to recognize, especially when the patient is seriously ill or a minor, that most patients can choose to conceal or distort how they are actually feeling, including if they are

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unwell, suicidal, or otherwise feeling aggressive towards others. Patients sometimes do conceal or minimize their symptoms, as they may fear the consequences if they are fully truthful.

It is important for patients and caregivers to know that the pop culture stereotype of psychiatrists as “mind readers” that have ways to sense the thoughts or intent inside a patient’s mind is inaccurate. There is currently **not** a method to “read minds” and reliably predict if most patients are truly suicidal or otherwise dangerous, especially if they are choosing to conceal such facts.

Again, psychiatrists and mental health workers do **NOT** have special tools that enable them to “force” the truth out of a patient that is concealing it, and thus to know with certainty what they are really thinking. In fact, prediction of future dangerous actions from a patient is extremely difficult. The scientific community is currently working hard to develop reliable ways to predict dangerous future behavior such as suicide, but as noted in the Lancet journal “there is no effective algorithm to predict suicide in clinical practice” (Turecki 2016), and a 2019 JAMA Psych article that points out that, even with structured models trying to predict future suicides, “their accuracy of predicting a future event is near 0.” (Belsher, 2019)

The fact that even trained clinicians using researched prediction models currently have very limited ability to detect true suicidal or violent intent should be kept in mind during treatment, and patients/caregivers should NEVER assume that by having a patient assessed that the truth about how they feel and their future risk is known for certain.

Reducing Risk of Harm - What You Can Do Now!

Just because a patient was recently assessed, and serious suicidal or violent intent was not discovered by the clinician, does **NOT** necessarily mean that the truth is known, that they are definitely safe, and the danger has passed. Caregivers and patients should thus have a plan for ongoing observation of the patient (for example, some parents will insist on 24/7 monitoring by a parent when the child seems particularly ill, some families will have regular check-in times, etc), for having clinical follow ups that can meet their needs, and should work on minimizing access to means for the patient to harm themselves or others (such as storing away pills, weapons, etc).

Please review ways to help and reduce risk by talking with the provider with any questions you have, and please review articles around ways to spot warning signs and reduce suicidal means. Please review these as soon as possible (preferably prior to your first appointment so you can ask any questions):

<https://www.sprc.org/comprehensive-approach/reduce-means>

<https://save.org/about-suicide/preventing-suicide/reducing-access-to-means/>

<https://www.nimh.nih.gov/health/topics/suicide-prevention/index.shtml>

Families should also have a clearly developed plan for if an emergency situation should arise, as noted below.

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Prepare For Emergencies Now!

One of the worst situations a patient can find themselves in is having an unexpected crisis, and not having a plan already in place for how to address it. Trying to figure out a plan during a crisis is never a good idea!

Even if you are not currently in any crisis, and feel completely stable, a crisis can suddenly strike (e.g. unexpected medication side effects or worsening of a mental illness). Do **NOT** assume that you can skip crisis planning because you currently feel stable!

As a patient of Bloom, we ask that you make a plan for how you will handle emergencies now (ie whom to call, when to call/go for help, and where to go), and talk to your provider about any questions you have. If you do not understand or agree with this, it is **imperative** that you let us know immediately prior to any further services.

It can also be helpful to read about the types of signs and symptoms that suggest needing emergency care, to help inform your plan and discussion/questions with your provider.

Examples for health related matters that may be emergencies can be found here:

<https://www.cigna.com/individuals-families/understanding-insurance/urgent-care-emergency-room>

Psychiatric emergencies and examples are discussed here:

https://www.aacap.org/AACAP/Families_and_Youth/Facts_for_Families/FFF-Guide/What_is_a_Psychiatric_Emergency_126.aspx

We ask that ALL patients having:

- any thoughts of harming themselves or others
 - or who are having any medication side effects that are confusing or more than mildly concerning
 - or who are having symptoms or side effects that we have discussed as being potentially serious
 - or having side effects listed as potentially serious in information handouts (such as the medication package insert)
 - or who otherwise feel unable to stay safe,
- proceed immediately for an in-person examination at the nearest urgent care/medical ER for medical concerns (e.g. medication side effects or physical things wrong with your body), or the psychiatric hospital for mental health concerns (e.g. thoughts of harming yourself or others, or if feeling confused or out of control).

In-Person Exams Are Critical During Emergencies:

We feel it is ESSENTIAL that you have an immediate, in-person exam for any concerns that cannot wait for routine call backs, so that your vital signs can be monitored, and so you can be examined by a trained professional, and then treated quickly if needed. This is much safer than attempting to manage by phone, including if you are not certain if the concern is an emergency.

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We ask that all active clients of Bloom agree to immediately present for an in person exam for any urgent concerns, and NOT attempt to manage a crisis or emergency by phone (e.g. to not, as a first step, call us and wait for a callback to manage it). Clients also should NEVER show up to our office outside of scheduled appointments for urgent help, as we are not currently equipped to provide this.

Certain side effects and symptoms can only be diagnosed properly by a medical or psychiatric exam, and some symptoms can mimic much more serious problems. Thus, presenting for an in-person exam at an urgent care/emergency facility helps remove uncertainty and ensure your safety. If you have any doubts about whether your concerns are serious, it is MUCH better to side with safety and get an in-person exam at an urgent care or emergency room. NEVER wait and wonder if something is serious! Get it checked out. If you do not understand or agree with this, it is **imperative** that you let us know immediately prior to any further services.

If you do experience a crisis/emergency, please immediately proceed for help, and call us after you are in a safe setting (e.g. the emergency room), and leave us a detailed voicemail at 303-801-1776. Please let us know what occurred and what hospital you are being treated by, so that we can follow up with you and request records from the facility if needed. Please review this patient agreement regarding expectations around call-back times from us as they also apply here.

If you are unsure about how to handle urgent problems, or do not agree with our approach to managing emergencies (e.g. getting an in-person exam for all urgent concerns), or prefer a practice with after-hours or crisis/emergency care hours and staffing, it is imperative that you discuss this with us as soon as possible so that alternate treatment referrals can be discussed. Please call us at 303-801-1776 for any questions.

Your execution of this agreement constitutes your acknowledgment that you have read and understand our expectations around urgent/emergency concerns, have had sufficient time to have any questions answered, and you agree to reach out for immediate, in-person help with emergency services for all urgent/emergency matters (as discussed above).

Confidentiality:

Your privacy is very important to us, and is protected by law, including HIPAA regulations. All protected health information (PHI) is held confidential. In some cases it could be important to share this information with other providers, schools, or family members. In many cases we would obtain your voluntary consent prior to sharing PHI. In some cases, PHI can be shared without specific consent. This includes:

- 1) According to state and federal laws as required.
- 2) In cases of abuse or suspected abuse or neglect of children under age 18
- 3) For matters related to Treatment, Payment, and Health Care Operations, including other therapists and treatment providers you are seeing

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4) In cases in which the patient's life or health is in immediate or grave danger (such as if the patient is acutely suicidal or severely medically ill). This may include with first responders or communicating with relatives/caregivers if the patient is emergently ill and/or unable to communicate.

Federal regulations (HIPAA) provide the right for you to request amendments to your PHI, to restrict to whom we disclose Protected Health Information (PHI) (except as provided by law), to request or restrict what information is disclosed from within your record, to request an accounting of what information has been disclosed and with whom, including most cases of information shared without specific consent (e.g. to insurance), to request an accounting of the places and locations which PHI has been sent, and to have any complaints on your part entered into the treatment record. You also have the right to be notified in the event of a breach of PHI.

Per C.R.S.A. § 12-36-140, patient records shall be kept secure by being stored in a secure EHR system. We currently use Practice Fusion, which is used by thousands of medical professionals to securely store patient records, and access to which is password protected. Further details can be found in the Notice of Privacy Practices provided to you, as well as here: <http://www.hhs.gov/ocr/privacy/hipaa/modelnotices.html>

Medical Records:

Records of your treatment are kept electronically. You are allowed to submit written request for copies of your treatment records. In general, you are entitled to copies of your records unless releasing them might endanger you or someone else. We have the right to refuse release these medical records in some cases in which it is deemed unsafe to do so, and you have a right to a second opinion about this. In many cases, if you request records, we will try to reach out to you to discuss any concerns we have, and/or discuss ways to help with continuity of care (such as writing a discharge summary for you).

We will generally request a reasonable fee for copying records for you, depending on the size of the records requested, as well as requesting a reasonable prior notice for them. Please note that insurance and law enforcement might obtain access to records for payment and/or legal proceedings. Please call us at 303-801-1776 for any questions about your records.

Reports containing diagnostic and treatment information may be made available to you as part of the treatment process. In general, we prefer to have such records printed and given to you in person during an appointment. If you wish for them to be emailed to you, please be aware of the dangers inherent in email (e.g. if the email system was hacked).

Privacy and Security of Conversations:

In order to communicate outside of sessions, we may talk by phone, which includes live conversations or messages being left by you or the physician. The phone number you provide is understood as a valid and reasonably secure contact number that we may call for purposes of your treatment. We will not leave messages on voicemail containing PHI unless you request or

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authorize us to do so.

The main contact line 303-801-1776 for Bloom Mental Health LLC uses combinations of both land-line, cell phone, and cloud-based phone systems to make calls and store messages from you, and may also be viewed by employees or contractors of Bloom Mental Health. Some messages left by you may be automatically converted to text by a commercial phone service provider in order to be read by the provider or staff, and may in some cases also be monitored by quality control specialists that we hire (for example, to ensure that our staff are answering calls appropriately). If you have any questions or concerns about this please call us prior to any further services.

We take every effort to maintain confidentiality of any messages left, however, it is possible that messages or other information could be compromised either by the phone carrier, cloud-based storage device, automatic transcription service, or possibly compromised if the physician's phone was lost or stolen, although it is secured by password protection. Please consider this when leaving messages for the provider, and do not leave messages containing details that you are not comfortable with being viewed and processed in this manner. As a patient, you have the choice to leave phone messages or to instead not leave a message and call again later.

Bloom Mental Health is not responsible or liable for any damages that may be the result of any unauthorized or accidental disclosure of PHI or other information left on these systems that is beyond our control.

We do not typically discuss clinical information by email, or via text messages, except to provide basic, general information such as appointment times or paperwork clarification, or to acknowledge receipt of something from you, or to transmit clinical information (such as records) if you prefer by email. If you email us to transmit or request protected health information we will interpret this to mean that you agree to the use of e-mail for these purposes, although you may revoke this in writing at any time.

Texts sent to a provider will generally not be read, nor receive a response, and will be deleted.

You acknowledge by signing this agreement that email is generally less secure than discussing concerns or paperwork than by phone or in person, and by sending email to your provider or any assistants that there is an increased risk of disclosure of your information that is beyond our control (e.g. hacking).

Contractors/Employees of Bloom:

Bloom Mental Health may, from time to time, employ contract workers or employees to help answer calls and make appointments, or handle more routine clinical matters. Bloom may also hire an after-hours or support service that uses nurses or other practitioners or associates to assist with such matters, and may also ask for cross-coverage from other practitioners in the community when your provider is not available. By agreeing to treatment with us, you also agree

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to allow these other workers to assist with all clinical and administrative matters, which includes giving permission for these workers to access details about you for treatment purposes (for example, refilling a prescription, looking up contact information about you in order to make an appointment, or to send a copy of patient records).

Telehealth/Telepsychiatry Notice:

Bloom may at its discretion, make telepsychiatry/telehealth services available. Your participation in this is purely voluntary and is intended for your convenience, and is not required for ongoing care. Your notification here and subsequent participation in telepsychiatry implies consent to use of telehealth services, which includes broadcasting of a session over the internet. Note that access to your medical records from telehealth visits is treated the same as for in-person care.

Please be prepared for the telehealth session (i.e. have the software running, with a stable internet connection, and be in a private environment), and call us before the appointment if you encounter any technical limitations. If you are unable to engage in telehealth during the appointment and need to convert to a telephone call, we may need to quickly schedule another follow up with video enabled, to ensure a timely face-to-face appointment.

We will use a secured internet connection, however, it is possible that information could be compromised either on your end of the service, or at our end if the service was, for example, hacked. Otherwise, privacy practices to safeguard your information are the same for telehealth as for in-person care.

By seeking care from us you agree to take precautions on your end to ensure that your webcam is properly installed, that your computer has up to date antivirus software, and that your webcam is placed in a safe area in which your conversation will not be overheard. We are not responsible for security breaches or disclosure of information on your end that might result from failure to take precautions or that is beyond our control. Please also note that equipment may fail, requiring us to talk by phone and also possibly reschedule. Failures on our end beyond the control of the practice will need to be rebooked. Failure of equipment due to negligence on your part may result in a no-show fee (i.e. the full amount of the appointment time) and having to book another appointment.

Limitations to Telehealth and Monitoring of Vital Signs:

When you have an appointment by video conference (telehealth), there are certain limitations, such as the inability to take your vital signs (weight, blood pressure, etc), and also examine parts of you not in the video frame or otherwise not amenable to exam by remote video monitoring. By engaging in telehealth, you must have a plan for accurately tracking vital signs such as your weight, blood pressure, and any other health conditions when needed. Please discuss this with the provider during your appointment if you have any questions about how to accomplish this.

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Some patients feel comfortable using their own health care measurement devices (such as blood pressure monitors), however, you should clearly understand that this is subject to possible errors in device quality or to user error, and thus we cannot guarantee that the results are accurate. Inaccurate reading/reporting of vital signs could, in some cases, result in serious consequences to your health. We thus advise that all patients (especially those connecting by telehealth) have regular checkups with their primary care provider to ensure that their health and vital signs are monitored. You may also bring your measurement device to an in-person appointment so that we can compare the results to those obtained in our office. You may also, at any time, choose to come in person rather than by telehealth so that you may be examined in person and have your vitals taken.

Treatment With Medications:

We may discuss the risks and benefits of medications during your visit, and may discuss/give you information such as a handout describing potential side effects or adverse reactions to the medication. Please feel free to ask any questions about the medication during your visit, or by setting up a follow up appointment after the visit.

Verbally agreeing to medication during session after an appointment with the provider, and filling the prescription, is regarded as consent to treatment with that medication, and implies that you have had sufficient time to read about your medication (such as the package insert), and have your questions answered. Please clearly read and understand this, and call for questions.

Whenever you receive medication of any kind, it is critical that you fully understand the risks and benefits of your medication. It is also often not possible to discuss every possible side effect or unique circumstance within the timeframe of an appointment. In many cases, patients also may not wish to use their clinical time discussing all of these possible issues at length. With this in mind, after every new prescription, please immediately (same day, before taking the medication) refer to the FDA's information for patients with important information about your medication. This can be accessed at <https://www.fda.gov/drugs/information-consumers-and-patients-drugs/find-information-about-drug>

If you have any questions about medications, or if you are unable to locate or understand information about your medication given by the FDA, please call us IMMEDIATELY so that we can set up an appointment to discuss it.

**** It is vitally important that you understand this request to look over the FDA information for patients. Failure to do so could leave you without sufficient information to fully understand all relevant clinical information, and could put you at risk. By signing this agreement, you are agreeing to also do this, and to call if you are unable to for any reason.**

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If you still have questions, please call us to set up a time to discuss them prior to starting or changing the medication. If you have concerns or wish to withdraw consent for medication treatment please let us know in person or in writing.

You can learn more about your medications at any time by accessing information such as the “package insert” information that is typically included with your prescription, and we request that you review this information and call for any questions prior to starting the medication.

Information about medications is also available online and should be reviewed, such as here:

<https://www.fda.gov/patients/learn-about-your-medicines>

<https://dailymed.nlm.nih.gov/dailymed/index.cfm>

Pharmacy Records Review:

As part of starting care with us, we may pull records of your prior medication treatments from all pharmacies that will provide us the information, and/or through the online Colorado Prescription Drug Monitoring Program (PDMP) which monitors the dispensing of controlled substances, unless you specifically request in writing that we restrict certain records. Please advise us in advance of treatment if there are pharmacy records that you do not want viewed, and note that we may choose to refer you to another practice if we believe restricted access to certain records would compromise safe prescribing. Your execution of this agreement acknowledges that we may pull your records from all available pharmacies unless you request otherwise. Carefully review this and discuss any questions with us.

Medication Refills:

Please let us know at least 5 business days prior to requiring a refill.

****Most problems with medication refills come from not booking appointments ahead of time, or waiting too long to make another appointment until the prescription has almost run out.****

Please try to book a follow-up appointment with your provider during your appointment, or as soon as possible after the visit (same day if possible), do ***not*** wait until you are running low on medications to call us and/or book an appointment!

The most common reason patients run out of medications is because they did not book a follow-up appointment to line up with their prescription amounts, and did not realize this until they were almost out of medication and then called us.

Please clearly read and understand this, as clients will sometimes read and sign this agreement in which this is clearly stated, but then not follow through, and

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end up in a tough situation almost out of medications, and anxious over whether Bloom will be able to respond to them in time. This can be avoided!

Another very common concern about medications is making sure that you have the right prescription, and that it was sent to the correct pharmacy, and that it is affordable for you (e.g. if insurance will help pay for it). We thus ask that you call the pharmacy the same day as any appointment or medication change to ensure these details are correct, and then call us immediately for any concerns. Do NOT wait to discover these problems, call right after the appointment to make sure everything is in order!

Except in unusual circumstances, medication refills are done electronically or by calling the pharmacy. It is possible that these electronic communications may be deleted or lost during communication with the pharmacy. It is the responsibility of the patient, or parent/legal guardian of the patient, to notify the physician if a prescription refill did not go through, or if the patient is running out of medication before the next appointment.

Failure to quickly set follow-up appointments and confirm accurate and sufficient medication are the most frequent problems that patients encounter, so it is essential that you read and understand this, and agree to abide by these practices, and call us for questions at 303-801-1776. Failure to abide by these terms could result in additional administrative or appointment fees, and/or discharge from the practice.

Nearly Out Of or Lost Medications:

If you are nearly out of medications, or have lost your medications, and cannot wait for us to call back within a few business days, it is your responsibility to either call the pharmacy to inquire about an emergency 3-day supply (if available), or to immediately present to an urgent care facility or emergency room in order to be examined and have any prescriptions immediately addressed. If you are unsure whether it is important to not stop taking your medication, please talk with your pharmacist and your provider about this.

Not Waiting For or Asking Pharmacies To Contact Bloom On Your Behalf:

Pharmacies will sometimes generate their own requests for refill, often by fax or sometimes by calling us. We do not typically respond to pharmacy generated refill requests, and you should not depend on this to ensure that you have refills, even if the pharmacy indicates that they will reach out to us. We ask that you please call us directly for any refill requests, and not delegate this to the pharmacy. It is critically important that you read and understand this to avoid medication refill problems.

Check Your Refill Status Before Calling Us:

Patients sometimes will have additional medication refills already on file, but prior to checking on this will call Bloom first and request that we send in additional refills. This results in additional

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administrative and clinical time on our end, and may result in additional charges. Please always check with the pharmacy prior to calling us.

To request a refill, please call the main line (NO emails, texts, or calls to other numbers) at 303-801-1776 and clearly and slowly leave the name of the patient, the medication requested, and a callback number for you or the pharmacy. Messages that are stated unclearly or through a bad phone connection may result in the provider being unsure who to call back, and may delay your refill. **Most refill requests will be returned within 2-3 business days.** If you do not receive a callback from us or a message from the pharmacy within 2 business days, please call back as it is possible that the message left was unclear or some other error prevented us from fulfilling your request. In the event that the provider does not agree with calling in a refill without a new appointment (usually if the patient has not been showing for appointments or has a new concern), we will attempt to call you back. If we are unable to reach you, it is your responsibility to attempt to call us back after that and clarify the situation.

Note that requests for refills, including time spent discussing the refill, calling in refills, and filling out associated paperwork, may be billed as a clinical encounter. Call us ahead of time for any questions about this.

Finding Another Provider and Second Opinions:

You are not obligated in any way to continue treatment at Bloom, and may leave the practice at any time. Upon request, we will be happy to help refer you to other providers in the area.

If you have any concerns about treatment direction or clinic policies and are not sure if this is the right practice for you, please do not hesitate to get a second opinion from another psychiatrist. This is an excellent way to ensure good care, and we will happily provide names of others to consider in the area. In some cases, we may also suggest that you consider this option if we believe it is clinically appropriate.

Some Signs You Should Consider Seeking a Second Opinion or Provider Switch:

- Logistics concerns, such as if you desire faster response time from the office staff, faster turnaround for appointments with us, or different practice hours than we can provide.
- Disagreement with any part of our clinic policies or workflow: In order to serve you properly, we assume that you have read and understand all parts of the patient agreement, and will ask us for clarification on anything you do not understand, and do so immediately. If you are uneasy with or disagree with any part of the patient agreement or with anything we have communicated to you regarding how the practice operates, please let us know immediately so we can assist with finding you alternate care.
- Unease with our treatment recommendations: If you are concerned, uneasy, or disagree with any part of our treatment plan for you, and do not feel this can be readily resolved by scheduling an appointment to discuss this, it might suggest

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that a second opinion/provider switch might be needed. In this case, we urge you to let us know so we can assist you in finding another care arrangement.

As of this writing, some possible options to consider calling for alternate outpatient psychiatric care are:

- AllHealth Network, 303-730-8858
- Ponderosa Counseling Center, 720-542-3487
- Compass Health, 888-852-6672
- Rocky Mountain Mental Health, (720) 770-1492

If Unhappy With Administration/Logistics at Bloom Clinic:

We want you to love your experience in working with us! If you are unhappy with something in the clinic, such as a concern that we did not call you back, a prescription was lost, that you were booked at an incorrect time, or billed incorrectly, we would like to know about it! We value being accurate and efficient, and regularly discuss ways to improve our practice, and at times work with quality control experts to ensure we are doing things as well as possible.

Please call us with any concerns and provide as specific of information about the event as possible (dates, times, people you spoke with etc) so that we can track the problem down, and ensure it is addressed. You may also talk to your provider about any concerns you have during appointments.

6-Month Automatic Discharge from Bloom:

If we do not have clinical appointments with you at least every 6 months, unless agreed to in writing beforehand, we will consider this to indicate that you have terminated treatment with us, whether or not you receive additional notifications from us in this regard. Note that staying within this 6 month window is **not** a guarantee that you may continue in the practice, and we may also elect to discharge you prior to 6 months if we believe it to be clinically appropriate.

If you have not had an appointment with us in greater than 6 months, you agree to have taken the appropriate steps to seek treatment elsewhere (e.g. the references in this document), and agree that Bloom and your provider are no longer responsible for continuation of treatment in any form. This includes medication refills, appointments, help with ongoing clinical paperwork, any discussions about your diagnosis or treatment ideas, questions from 3rd party agents, or any interaction beyond those provided to former patients who have left the practice (e.g. releasing your medical records).

Discharge Because of Non-Response To Us:

We may, from time to time, reach out to you in order to inquire about follow up appointments, medication refills, billing or other concerns, or in response to concerns or questions you have. If we do not hear back from you (either by reaching us, or leaving a clear, detailed voicemail with

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at least your name, reason for calling, good time to reach you, and callback number on our main line) within 10 business days, we will consider this a non-response, and may discharge you from the clinic based on this non-response. It is important that you immediately call us to update any changes to your contact information, let us know or leave forwarding information if you will be inaccessible at your contact information for more than 10 business days, be reasonably accessible to calls during normal business hours, and check regularly for messages from us. In some cases, if we believe you might be in danger, we may elect to contact local police for a welfare check. Please note that replying to us within the 10 days does not necessarily guarantee continuance with the practice.

Discharge To Ensure Safe Workplace:

We value a safe work environment in which all of Bloom’s members feel supported. Any clients that are rude, raise their voice, or demean any of Bloom’s employees or contractors may be subject to immediate discharge from the clinic, based on the sole discretion of Bloom’s assessment of the situation, such as our determination of whether, for example, tone of voice or content was in fact rude, insulting, threatening, etc. We understand that the determination of whether something is rude, insulting, or threatening is subjective, and that the client may believe a different intent and disagree with our assessment. However, in order for us to best serve our clients, Bloom must make the final determination about clients we believe we can safely and effectively interact with and provide the best, unbiased care for, and so must make the final determination of whom we can best serve. Please note that calls to our main line are often recorded for quality and training, and may also be used by Bloom in determining how best to handle concerns with client interaction.

Discharge By Us From the Practice:

The provider makes every effort to treat all patients with respect and dignity, and does not discriminate on the basis of age, gender, race, sexual orientation/identity, or other such characteristics. It is possible, however, that the provider may feel unable to provide adequate treatment for you because of lack of sufficient expertise for your condition, or the degree of illness may seem too severe for the practice setup, or because of safety concerns, or disagreement over treatment direction or disagreement over clinic policies, or due to unusual or other unforeseen circumstances. In these cases, you may be asked to seek care elsewhere, even if you disagree and wish to continue in the practice.

The provider will provide information on other resources in the area, but it will be the responsibility of the patient or guardian to seek out the alternate care and ensure follow up. We cannot guarantee that any other provider will accept you as a patient, or that you will prefer to work with them.

In some cases, we may discuss your discharge during an appointment, and may agree at that time to discharge from the clinic. It is your responsibility to ask questions if you are unsure of what discharge from the clinic entails, and what your responsibilities for continued care will be.

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If we elect to discharge you outside of a mutual agreed discussion and agreed to plan (e.g. if you made it clear that you have follow up care already in place), a notice of 30 days until formal termination from the practice will be sent to you either by postal mail or email if you let us know that you would prefer email, and we will provide 30 days supply of medication unless you already appear to have sufficient medication for 30 days, or the medication was already planned to taper down prior to 30 days, or if we believe it would be unsafe to provide the medications either in that quantity, or in the current setting that you are in (for instance, if we believe it is unsafe for you to have the medications in the current outpatient treatment setting). In case we believe providing 30 days of medication would be unsafe, we will attempt to notify you of the reason for not providing 30 days worth of medication, and you may call us to discuss this, and we ask that you immediately follow up with a treatment provider that can assist with your needs (such as the psychiatric hospital). Please call us at 303-801-1776 to discuss any questions.

No Treatment Across State Lines or To States We Are Not Licensed In :

Your provider cannot provide treatment across state lines to states they are not licensed in, which currently usually means outside of Colorado. This means that if you have moved to another state and are unable to return to Colorado for treatment, your provider will be unable to continue your treatment, and you will be discharged from the practice. Telepsychiatry, phone, and other remote treatment is also typically not allowed to occur across state lines, and so by participating in these activities you attest that you are located within the state of Colorado. If you are moving out of Colorado, please make preparations ahead of time to ensure continuity of care, and so that you do not have to return to Colorado for another appointment with us.

Treatment of Minors

We will only treat minors under 12 (or otherwise consistent with current Colorado consent law) with the ongoing consent of a legal guardian that is deemed able to consent to treatment of the minor without need for additional permission from any other parties not present/consenting.

An adult guardian must be present and available for all appointments for such minors, with no exceptions. Guardians must also be immediately available when it is by video or phone (e.g. parents within eyesight/earshot and immediately accessible at all times). If this arrangement is not acceptable, please discuss this with us prior to next services so we can determine if this is the appropriate practice for you.

For all minors under age 18, we request that a legal guardian be present in the building and immediately available for consultation during all appointments, unless specific extenuating circumstances prevent this and are mutually agreed to. As a possible backup option, please call us prior to the next appointment about being available by telehealth or phone if you are unable to be physically present with your adolescent child.

For safety reasons, we will not schedule appointments with minors under age 18 who do not have a parent/guardian present outside of normal business hours, or during weekends/holidays, or if the building is otherwise sparsely occupied (ie we will only meet when the building is

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normally occupied by other nearby residents and businesses, lobby staff are present, and lobby doors are unlocked). Your provider also makes it a routine practice to meet the patient prior to the appointment in the public waiting area (e.g. lobby), and requests that the patient return to the public lobby area immediately after the appointment, and that the client **not** visit any other private rooms or parts of the building during the appointment time. Please also ensure that the client always arrives for appointments at the public waiting area, and does not, for example, attempt to go directly to our private offices.

If you have any concerns about feeling safe in our building and during appointments, please call us before the next appointment so we can discuss ways to optimize for your needs. For example, some clients may feel calmer meeting via telehealth.

Recording Sessions:

Bloom supports recording (ie sound recording) of appointments, such as having your child record sessions with the providers, provided that all consenting parties are in agreement and that the recording is used in accordance to state and federal laws, is not used for marketing, political, or defamatory purposes, and that it supports the advancement of health of the patient. Recording can help ensure accountability and transparency during appointments, and also help avoid confusion around our discussions and treatment recommendations. You otherwise do not need additional permission or to notify Bloom in order to record sessions from our standpoint, and may consider (if needed) permission given to record us for these purposes unless we mutually agree otherwise.

However, please note that telephone conversations and recordings can increase the chances of sensitive clinical information being shared (e.g. if you were hacked), and so it is critically important to make sure you take steps to secure your communication. Please also make sure that the patient and all involved caregivers understand and agree to whatever transmission or recording methods you choose, and call us beforehand for any questions.

Guardian Consent (and joint custody matters):

Any parent(s) or guardian(s) signing this agreement certify that they are indeed the parents or legal guardians who have legal custody and the authority to consent to all treatments contemplated hereby. The presentation (in person or virtually) by any adult accompanying the minor patient constitutes a representation to this practice that such presenting adult is a legal guardian of said minor patient that is capable of consenting to treatment without additional consent from other parties.

In cases where another adult is bringing the child in for a follow up visit, by execution and delivery of this agreement, the signatories hereto hereby authorize the practice to assume that the legal guardian (a) consents to this action since the legal guardian is assumed to be aware of their child's whereabouts, and (b) agrees to pay for the session, or has an agreement with the guardian that the guardian will pay for treatment. If there are any unusual circumstances or

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questions in this regard, please let us know prior to treatment.

In cases of joint custody, parent(s) must bring a copy of the custody agreement, and agree to include the time it takes Bloom to review it within scheduled appointments that are known and agreed to in advance by Bloom, and be willing to truthfully attest to us their understanding of what the agreement means, including any clarifying opinions from their legal counsel. Please note that Bloom is **NOT** expert in understanding custody agreements or other legal documents beyond that of an ordinary layperson, and so we ask you to clearly understand that Bloom cannot, in any fashion, attempt to clarify for you or interpret any portion of such agreement beyond a simple lay understanding, and that our opinion of any such documents does not carry any additional authority or force of law.

If you have any uncertainty whatsoever about what custody (or any other court order) requires in terms of treatment with us, we require you to seek legal counsel prior to seeking treatment from us.

If parent(s) cannot or do not bring in the custody agreement, or do not wish to have it reviewed by Bloom during booked appointment times, then Bloom understands that the parent(s) or legal guardian(s) presenting for the appointment are attesting that they understand the agreement in its entirety and are abiding by it when they bring the patient in for treatment and undertake any activities with us (medications, referrals, signing this agreement, etc), and agree to hold Bloom harmless for any judgements or other adverse actions that result from a misunderstanding or deviance from the agreement, and to reimburse any expenses to Bloom (including legal and travel expenses, and at our forensic/court fee rate) that result from any such deviance.

Continued treatment with us implies ongoing consent to treatment, and guardians must notify us prior to further treatment if they wish to withdraw such consent, either wholly or in part, or if they are no longer able to consent.

In case the parents of the patient are divorced, the custody agreement must be discussed and clearly understood prior to treatment. In cases of separated parents, both parents must execute this agreement unless they have previously agreed to one-party consent beforehand, thereby indicating responsibility of both parties for the fees and expenses incurred as a result of treatment. **If one parent presents for an appointment and/or signs this agreement, they are hereby attesting that they have the legal authority to do so, and that this is not contested (disagreed with) by any other consenting party.**

In cases of disagreement among parents/guardians over whether ongoing consent to treat will be given, the signer of this agreement and/or the parent/guardian agreeing to talk with the provider and/or bring the patient to an appointment agrees to notify Bloom of the nature of the disagreement **immediately by calling us to book a paid-for appointment to discuss it (not by email, letter, or otherwise)**. In cases of disagreement that cannot be readily and completely resolved through discussion with Bloom during a booked appointment (ie how we prefer to

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handle such matters), we may elect to discharge the patient from the practice. Note that this could also mean discharge if, for example, a parent refused or could not attend or participate in a session to discuss the matter, including for any reasons beyond our control.

For cases in which ongoing consent to treat is uncertain to us (in our sole judgement), please clearly understand that this could mean we might elect to **NOT** provide any ongoing bridge medications or treatments, and may feel it necessary to terminate all treatment of any kind immediately. If we believe that sudden cessation of treatment could endanger the patient, we will attempt to notify you and ask that you seek immediate care elsewhere, such as an ER. If we believe that it is unlikely that such emergent care will occur (e.g. if a parent indicates that they are unlikely to follow through on this), we may contact the Colorado Department of Human services to report the matter.

Any separated or divorced guardians who present alone with the child must understand and agree to these terms, and agree to have made prior arrangements with any other guardians or agents that hold power of consent, and agree to hold your provider, Bloom, and any affiliates harmless for any future disagreements among guardians or other agents that may arise as a result of treatment to the minor, and agree to pay for any legal or associated costs that your provider or Bloom might incur as a result of any such disagreements or any legal actions, including any time spent by us responding to legal or administrative matters, and at the rates normally indicated for legal matters. Please see our rates section for cost details.

Please also clearly understand that Bloom does **NOT** normally provide consultation or opinions regarding parenting or custody disputes unless agreed to in writing beforehand (which is not typical). By signing this agreement, you agree to make every reasonable effort to not involve us in such matters, to attempt to minimize our involvement if we are compelled (e.g. requesting written records instead requesting that we appear in person), and to instead seek outside consultation for such matters if at all possible, and to fully reimburse at the forensic/court matters fee rate (see above), including for review and travel time, if we are compelled to participate.

Indemnification:

By execution and delivery of this agreement the adult(s) signing this agreement agree to the above terms, and agree to hold Bloom Mental Health LLC, together with its officers, directors, managers and members and contractors (the "Indemnitees") harmless from and against any and all losses, costs, fees or expenses that may arise as a result of any (a) representation or warranty contained herein made by such signatory or any other signatory that prove to be untrue, incorrect or otherwise invalid, (b) the failure of the undersigned to perform any obligations assumed hereunder or (c) any other losses, costs or expenses incurred by any Indemnatee hereunder not expressly assumed by such Indemnatee or any other Indemnatee. Please note that patients under 18 may have their records examined by legal guardians as permitted by state and federal laws, and in cases of joint custody, we may share records with all involved parents, meaning in some cases we may send a copy of records to the other parent if

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so indicated.

Communication Between the provider, Patient, and Other Attendees:

The patient, whether an adult or minor, will often present for a session with family members, friends, or close associates (sometimes also by phone). By executing this agreement and allowing such individuals to attend, you acknowledge and agree that communication between the physician and all members present may and can occur regarding treatment of the patient, or regarding life events or treatments occurring among the other members in attendance, which may include disclosure of PHI. If there are any topics or PHI which should not be disclosed to a particular attendee, please let us know in advance.

It is assumed that all members present may participate in the appointment and related discussions (e.g. a follow up phone call) unless specifically excluded or if your provider deems it unsafe, and so by executing this agreement you agree to hold Bloom LLC, and all other Indemnitees harmless if information is shared by the provider during session or surrounding communication which inadvertently causes present or future strife, conflict, or any adverse feelings or actions among the patient and/or other members in attendance, as well as between attendees and other individuals not in attendance who are affected by it.

Disability and Forensic Assessment:

We do not typically do assessment for disability or do forensic assessments (including custody, parental fitness, and other court matters) on patients unless this arrangement was specified and agreed to as the primary purpose from the start of treatment. Please let us know in advance if you are seeking these assessments. Under this agreement, you also agree to not call the provider to testify in court for situations such as custody disputes, divorce, other injuries or lawsuits, etc) regarding your treatment except as required by law or by prior mutually agreed arrangement. Please note that if we are required to attend, you may be billed for this participation at the forensic/court rate, which can include travel and preparation time. Please call us in advance to discuss your specific financial obligations.

We consider participation in forensic activities to potentially interfere with care of the client and believe it can create conflicts of interest. Because of this, if we are brought into involvement with court/forensic matters you are likely to be discharged from the practice.

Safety During Visits:

We value the safety of you and your family above all else. As such, any session that becomes threatening or dangerous may be terminated early, but still billed at the full rate. It may also be necessary to call an ambulance or police if the patient expresses thoughts of harm to self or others, or appears clearly unable to take care of themselves. We will also report suspected cases of abuse as required by law.

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By executing this agreement, you hereby acknowledge and consent that Bloom may, in certain circumstances, call first responders and send a patient to the ER for further evaluation, even over the objections of the patient, parents, or guardians.

If the patient or another party in attendance with the patient harms or destroys property or persons in the clinic or building housing the clinic, the guardian responsible for payment of sessions will also be responsible for costs arising from injury or damages, including any associated costs with recovering such reimbursement. This may include damages suffered without the guardian or responsible party being present in the room at the time of the event.

Changes to This Agreement:

The terms of this agreement are subject to change at any time. Please note that we may notify you of a change to the practice (for example changes in rates, clinic hours, this agreement, etc) in person during session, in writing, or by phone (only if necessary and other means fail) unless you express a preference for a particular method. Your continued participation in treatment after notification implies consent to the changes. Discussion of such changes might also be noted in the clinical chart, and we may in some cases request signature of a new or amended agreement.

Notice of Privacy Practices:

I acknowledge that I have received a copy of the Notice of Privacy Practices of Bloom Mental Health LLC, and do not have any further questions.

By signing below you attest that you have read, fully understood, and agree to abide by all parts of this Agreement. You agree that you have had adequate time to ask any questions, have no limitations that prevent you from reading and understanding this, and do not have any further questions about it. Thank You, and We Look Forward to Working Together!

PRINT PATIENT NAME

DATE: _____

PATIENT (OR GUARDIAN) SIGNATURE

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