



The Loveland Foundation  
Terms and Conditions for Therapy Fund Program  
As of August 14, 2023

Congratulations on being selected to participate in The Loveland Foundation's Therapy Fund program (the "Program"). This document, the Terms and Conditions for Therapy Fund Program (the "Terms and Conditions"), sets forth the terms and conditions of your participation in the Program.

Upon your acceptance of these Terms and Conditions, The Loveland Foundation (hereinafter, "we," "us" or "our") will grant you (hereinafter, "you" or "the Participant") access to the Loveland Therapy Portal (the "Portal") and make available to you, through the Portal, certain vouchers that you may use toward qualifying therapy services, in accordance with the instructions set forth herein and in the [Participant Overview Document](#), as the same may be updated from time to time (the "Participant Overview"). In the event of any conflict with the Participant Overview, these Terms and Conditions shall govern.

Please note this is a legal document and, by accepting these Terms and Conditions, you are entering into a legally-binding and enforceable agreement.

### **Eligibility for the Program**

You certify that you meet all of the following eligibility requirements to participate in the Program:

- You identify as a Black woman, Black girl, or Black non-binary individual.
- You are at least 18 years old.
- You are a resident of the United States.
- You have not previously participated in the Program or otherwise received vouchers from The Loveland Foundation.
- The information you provided on the The Loveland Foundation Intake Form was complete and correct at the time you provided it.

### **Use of Portal**

In order to participate in the Program, you will be required to create a profile on the Loveland Therapy Portal (the "Portal"). Additional terms and conditions will apply to your use of the Portal (the "Portal Terms and Conditions"). You agree to comply with and be bound by the [Portal Terms and Conditions](#).



The Loveland Foundation  
Terms and Conditions for Therapy Fund Program  
As of August 14, 2023

## **Qualifying Services**

By participating in the Program, you will be eligible to receive up to 12 vouchers (the “Vouchers”), which you may use only to pay or obtain reimbursement for certain costs of qualifying mental health therapy services (“Qualifying Services”).

To constitute “Qualifying Services”, mental health therapy services must meet all of the following criteria:

- The services must be provided by a licensed provider of mental health therapy services or by an individual under the supervision of a licensed provider of mental health services in accordance with relevant licensing requirements (a “Provider”); and
- Services must have been provided in the United States; and
- Services must have been completed within one year of the date you received your first set of Vouchers (the “Term”).

Vouchers may also be used for co-pays and charges against any insurance deductibles incurred in connection with Qualifying Services that are not paid or reimbursed by insurance.

## **Vouchers**

Current information on Voucher options for Program participants, including the types of Vouchers, the associated number and dollar value of Vouchers, and instructions on redeeming Vouchers, can be found in the Participant Overview.

The Vouchers you receive are for your sole and exclusive benefit as a Program participant. As such, Vouchers are non-transferable and non-assignable. Any attempted sale or resale of Vouchers is prohibited. Vouchers are not redeemable for cash. Vouchers may only be used to pay or reimburse for costs of Qualifying Services.



The Loveland Foundation  
Terms and Conditions for Therapy Fund Program  
As of August 14, 2023

### **Your Responsibility for Costs of Services**

As noted above, The Loveland Foundation will make Vouchers available for Qualifying Services as set forth in these Terms and Conditions.

However, you understand and agree that you will remain primarily responsible for the costs of all therapy services provided to you. This responsibility includes, but is not limited to, responsibility for the full costs of any services that are not Qualifying Services; the costs of any Qualifying Services that exceed the amount of a Voucher; and/or the costs of any Qualifying Services when Vouchers are not properly submitted in accordance with The Loveland Foundation's requirements for Voucher submission.

The failure of your Provider to timely submit Vouchers for payment or to comply with any of the other Program terms may result in such Vouchers not being honored by The Loveland Foundation. In such event, you will be responsible for making any payments required by your Provider.

### **No Duplication of Payment**

You may not use, and agree that you will not use, any Vouchers to request payment or reimbursement for any expenses that have been paid (or that will be paid) to you by a third party. For example, you agree that you will not submit Vouchers to request payment or reimbursement for therapy costs that have been paid or that will be paid by your insurance provider.

### **Our Rights**

The Loveland Foundation reserves the right to:

- Reject or deny payment for any Voucher that is not submitted in accordance with the instructions provided by The Loveland Foundation;
- Reject or deny payment for any Voucher issued or procured through deceptive or fraudulent means;
- Change the type, number, dollar value, and/or submission process for Vouchers issued as part of the Program;
- Terminate your participation in the Program if you do not comply with these Terms and Conditions or any other requirements relating to the Program; and/or
- Discontinue the Program in the event of a loss of funding or for any other reason.

We will make reasonable efforts to promptly notify Program participants in the event that The Loveland Foundation exercises the foregoing the rights.



The Loveland Foundation  
Terms and Conditions for Therapy Fund Program  
As of August 14, 2023

**No Provision of Healthcare or Medical Advice**

You understand and agree that The Loveland Foundation does not make any recommendations regarding the selection of an appropriate therapist and does not provide any medical care or advice.

You are solely responsible for decisions regarding your own healthcare. Therapist directories and other content made available on our website or on the Portal are provided for informational purposes only, and The Loveland Foundation does not endorse any particular provider or course of care.

In selecting and working with a Provider, we encourage you to conduct your own research and interviews to identify the individual or organization that is right for you.

**Ancillary Activities**

Participation in the Program may also include the opportunity to participate in virtual programming offered or facilitated by The Loveland Foundation and its employees, volunteers, contractors, or consultants (“Ancillary Activities”), which may include things like virtual yoga or support group sessions. You may be required to sign a separate consent and release in order to participate in Ancillary Activities.

Participation in any and all Ancillary Activities is completely voluntary. You understand and agree that you will be solely responsible for evaluating and deciding, based on your own physical or mental health, whether to participate in any Ancillary Activity made available as part of the Program. You understand and agree that you may stop participating in any Ancillary Activity at any time and for any reason.

You agree not to participate in any Ancillary Activity if you have any known health or other restrictions that might jeopardize your health or safety or the health or safety of others as a result of your participation in such Ancillary Activity.

Ancillary Activities are not an alternative to therapy or other psychological treatment, and you understand that participation in any Ancillary Activity will not create a patient-provider relationship with any individual leading or presenting such Ancillary Activity. Any statements or recommendations made during an Ancillary Activity are general in nature and do not constitute medical advice.



The Loveland Foundation  
Terms and Conditions for Therapy Fund Program  
As of August 14, 2023

**Release of Liability and Waiver of Claims; Disclaimer of Liability**

By agreeing to these Terms and Conditions and in consideration of your participation in the Program (including any Ancillary Activities), you agree to waive and release The Loveland Foundation and its directors, officers, employees, volunteers, consultants, contractors, and agents (together, the “Released Parties”) from any and all liability, claims, costs and damages of any kind which you, your next of kin, or your legal representatives may have or which may later accrue, resulting or arising directly or indirectly from your participation in the Program, including any Ancillary Activities.

With respect to Ancillary Activities, you understand that participation in any Ancillary Activity may involve risks that may arise from a variety of sources, including but not limited to your own actions, others’ actions, and the location where you participate in the Ancillary Activity, and that these risks may result in physical or psychological injury, pain, suffering, disfigurement, temporary or permanent disability, economic or emotional loss, property loss or damage, loss of income or career opportunities, and/or death. You understand and agree that by participating in any Ancillary Activity, you knowingly and freely assume and accept all risks associated with your participation in such Ancillary Activity, regardless of the cause.

You understand and agree that the foregoing waivers and releases include all claims regardless of the cause, even those caused by the negligence of the Released Parties.

Further, The Loveland Foundation expressly disclaims any and all liability for any claims arising out of a participant’s relationship with their Provider, including but not limited to any act, omission, response, advice, suggestion, information and/or service of any Provider.

**Survival**

These Terms and Conditions will apply for as long as you are a participant in the Program and will continue to apply with respect to your participation in the Program after it has concluded.



The Loveland Foundation  
Terms and Conditions for Therapy Fund Program  
As of August 14, 2023

**Governing Law, Resolution of Disputes**

These Terms and Conditions and any disputes relating to your participation in the Program will be governed by the laws of the State of New York, without reference to its choice-of-law principles.

You agree that the only proper jurisdiction and venue for any dispute with The Loveland Foundation, or in any way relating to your participation in the Program, is in the state or federal courts located in New York, New York. You further agree and consent to the exercise of personal jurisdiction in these courts in connection with any dispute.

**Notice to California Residents**

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

**Changes to Terms and Conditions**

The Loveland Foundation may change these Terms and Conditions at any time, and such changes will be posted on the Portal. Any modifications will be effective immediately upon such posting. If The Loveland Foundation changes these Terms and Conditions during the Term you are participating in our programming, we will also email a copy of these changes to you.

You can determine when these Terms and Conditions were last revised by referring to the date listed at the top of these Terms and Conditions. We encourage you to read the Terms and Conditions periodically. You may terminate your participation in the Program at any time by providing written notice to [info@thelovelandfoundation.org](mailto:info@thelovelandfoundation.org). By continuing to participate in the Program after we make changes to these Terms and Conditions, you are consenting to such changes.