



Lisa D. Love, MSN PMH CNS, BC
183 Park Row Brunswick, ME 04011 (207) 747-3050
Therapy Consent, Policies & Agreement

PART I: THERAPEUTIC PROCESS

BENEFITS/OUTCOMES: The therapeutic process seeks to meet goals established by all persons involved, usually revolving around a specific complaint(s). Participating in therapy may include benefits such as the resolution of presenting problems as well as improved intrapersonal and interpersonal relationships. The therapeutic process may reduce distress, enhance stress management, and increase one's ability to cope with problems related to work, family, personal, relational, etc. Participating in therapy can lead to greater understanding of personal and relational goals and values. This can increase relational harmony and lead to greater happiness. Progress will be assessed on a regular basis and feedback from clients will be elicited to ensure the most effective therapeutic services are provided. There can be no guarantees made regarding the ultimate outcome of therapy.

EXPECTATIONS: In order for clients to reach their therapeutic goals, it is essential they complete tasks assigned between sessions. Therapy is not a quick fix. It takes time and effort, and therefore, may move slower than your expectations. During the therapy process, we identify goals, review progress, and modify the treatment plan as needed.

RISKS: In working to achieve therapeutic benefits, clients must take action to achieve desired results. Although change is inevitable, it can be uncomfortable at times. Resolving unpleasant events and making changes in relationship patterns may arouse unexpected emotional reactions. Seeking to resolve problems can similarly lead to discomfort as well as relational changes that may not be originally intended. We will work collaboratively toward a desirable outcome; however, it is possible that the goals of therapy may not be reached.

STRUCTURE OF THERAPY:

- **Intake Phase** – During the first session, therapeutic process, structure, policies and procedures will be discussed. We will also explore your experiences surrounding the presenting problem(s).
- **Assessment Phase** – The initial evaluation may last 2-4 sessions. During this assessment phase, I will be getting to know you. I will ask questions to gain an understanding of your worldview, strengths, concerns, needs, relationship dynamics, etc. During this relationship building process, I will be gathering a lot of information to aid in the therapeutic approach best suited for your needs and goals. If it is determined that I am not the best fit for your therapeutic needs, I will provide referrals for more appropriate treatment.
- **Goal Development/Treatment Planning** – After gathering background information, we will collaboratively identify your therapeutic goals. If therapy is court ordered, goals will encompass your goals and court ordered treatment goals, based on documentation from the court (please provide any court documents). Once each goal is reached, we will sign off on each goal and you will receive a copy.
- **Intervention Phase** – This phase occurs anywhere from session two until graduation/discharge/termination. Each client must actively participate in therapy sessions, utilize solutions discussed, and complete assignments between sessions. Progress will be reviewed and goals adjusted as needed.
- **Graduation/Discharge/Termination** – As you progress and get closer to completing goals, we will collaboratively discuss a transition plan for graduation/discharge/termination.

LENGTH OF THERAPY: Therapy sessions are typically weekly or biweekly for 60 minutes depending upon the nature of the presenting challenges, financial considerations and life demands. It is difficult to initially predict how many sessions will be needed. We will collaboratively discuss from session to session what the next steps are and how often therapy sessions will occur. Sometimes, people just drift away, without communicating why. If you find this occurring, it's preferable to share your desire to take a break, give feedback if something has caused a disruption in our process, and to schedule a final session to celebrate, make a plan for continued success/support, and discuss the possibility of future needs.

APPOINTMENTS AND CANCELLATIONS: You are responsible for attending each appointment and agree to adhere to the following policy: *If you cannot keep the scheduled appointment, you must notify me to cancel or reschedule the appointment within 24 hours of our scheduled appointment time, to avoid financial obligation for a late cancellation. Since your session is time reserved for you, you will be responsible for the session fee if you cancel with less than 24 hours notice, or fail to attend. If you have a family emergency, mechanical problems with your transportation, or*



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personal illness, an exception may be made. Alternatively, a remote session may be substituted using telemedicine – by phone or secure video (<https://doxy.me/v2/check-in/lisalove/>). If cancelling or rescheduling occurs often, we will re-evaluate your needs, desires, and motivations for treatment at this time.

In order to maintain my credentials and personal wellbeing, I will periodically take time off for vacation, seminars, and/or illness. Attempts will be made to give adequate notice of these events. If I am unable to contact you directly, a colleague may contact you to cancel or reschedule an appointment.

FEES: The initial assessment fee is \$250. The fee for each 60-minute therapy session is \$180. A 3-hr session for medicine-assisted therapy at \$425. Payment is due at the time of service. Thanks so much.

Acceptable forms of payment are: exact-amount cash, check (insufficient-funds checks will be returned upon full payment of the original amount plus \$35 for any returned check), or credit/debit card via IVY Pay. In the event that a scheduled appointment time is missed or cancelled less than 24 hours, please refer to the “Appointments and Cancellations” policy above.

The clinician reserves the right to terminate the counseling relationship if more than 2 sessions are missed without proper notification.

The clinician charges her hourly rate in quarter hours for phone calls over 10 minutes in length, email correspondence, reading assessments or evaluations, writing assessments or letters, and collaborating with necessary professionals (with your permission) for continuity of care. All costs for services outside of session will be billed to your credit card. For these charges, please provide a preferred credit card via the IVY Pay application on your smart phone or computer. You will receive a confirmation text/email for each transaction. Insurance will not reimburse you for these extra charges and are your responsibility.

On a limited basis, in-home/on-site therapy services are available, and offered at the regular hourly rate. Cost for travel is added, based on the regular hourly rate and is determined by the time it takes to travel from the office to client’s home or requested place of session and return trip. Time is configured by tracking and logging actual time via internet sites such as Google maps to determine travel time.

TRIAL, COURT ORDERED APPEARANCES, LITIGATION: Rarely, but on occasion, a court will order a therapist to testify, be deposed, or appear in court for a matter relating to your treatment or case. In order to protect your confidentiality, I strongly suggest not being involved in the court. If I get called into court by you or your attorney, you will be charged a minimum fee, payable in advance, of \$720 to account for 4 hours of travel time, court time, preparing documents, etc. up to a maximum fee of any further accumulated hours at my usual and customary rate, stated above.

COPIES OF MEDICAL RECORDS: Should you request a copy of your medical records, the cost is \$0.35 per page. Payment for your medical records will be due prior or upon receipt and can be picked up at the office. Please allow at least 2 weeks to prepare medical records. Requests must be made in writing. Ideally, we will review requested records in a session, to answer any questions and clarify meaning.

PHONE CONTACTS AND EMERGENCIES: Office hours are from **8 am – 6:30 pm, Monday – Thursday, and 8 am to 3 pm on Fridays**. If you need to contact Lisa for any reason please call (207) 522-7312, leave a voicemail, and I will return your call within 24 hours or as soon as possible. In case of a psychiatric emergency, you can access emergency assistance by calling the **National Suicide Prevention Lifeline at 1-800-273-8255**, or **Maine’s Crisis Hotline at (888) 568-1112**, or go to your nearest Emergency Room. If either you or someone else is in danger of being harmed, dial 911. If you would like non-crisis support after office hours, you can call the **Warm Line at (866) 771-9276**. **Please call Lisa any time you need support between sessions. While I am not available 24/7, I do want to know if you are in distress and will respond as soon as possible with a phone call.**



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Anything said in therapy is confidential and may not be revealed to a third party without written authorization, *except* for the following limitations:

- **Child Abuse**: Child abuse and/or neglect, which include but are not limited to domestic violence in the presence of a child, child on child sexual acting out/abuse, physical abuse, etc. If you reveal information about child abuse or child neglect, I am required by law to report this to the appropriate authority.
- **Vulnerable Adult Abuse**: Vulnerable adult abuse or neglect. If information is revealed about vulnerable adult or elder abuse, I am required by law to report this to the appropriate authority.
- **Self-Harm**: Threats, plans or attempts to harm oneself. I am permitted to take steps to protect the client's safety, which may include disclosure of confidential information.
- **Harm to Others**: Threats regarding harm to another person. If you threaten bodily harm or death to another person, I am required by law to report this to the appropriate authority.
- **Court Orders & Legal Issued Subpoenas**: If I receive a subpoena for your records, I will contact you so you may take whatever steps you deem necessary to prevent the release of your confidential information. I will contact you twice by phone. If I cannot get in touch with you by phone, I will send you written correspondence. If a court of law issues a legitimate court order, I am required by law to provide the information specifically described in the order. Despite any attempts to contact you and keep your records confidential, I am required to comply with a court order.
- **Law Enforcement and Public Health**: A public health authority that is authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability; to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or action; limited information (such as name, address DOB, dates of treatment, etc.); to a law enforcement official for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person; and information that your clinician believes in good faith establishes that a crime has been committed on the premises.
- **Governmental Oversight Activities**: To an appropriate agency information directly relating to the receipt of health care, claim for public benefits related to mental health, or qualification for, or receipt of, public benefits or services when a your mental health is integral to the claim for benefits or services, or for specialized government functions such as fitness for military duties, eligibility for VA benefits, and national security and intelligence.
- **Upon Your Death**: To a law enforcement official for the purpose of alerting of your death if there is a suspicion that such death may have resulted from criminal conduct; to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law.
- **Victim of a Crime**: Limited information, in response to a law enforcement official's request for information about an you if you are suspected to be a victim of a crime; however, except in limited circumstances, we will attempt to get your permission to release information first.
- **Court Ordered Therapy**: If therapy is court ordered, the court may request records or documentation of participation in services. I will discuss the information and/or documentation with you in session prior to sending it to the court.
- **Written Request**: Clients must sign a release of information form before any information may be sent to a third party. A summary of visits may be given in lieu of actual "psychotherapy/process notes", except if the third party is part of medical. If therapy sessions involve more than one person, each person over the age of 18 MUST sign the release of information before information is released.
- **Fee Disputes**: In the case of a credit card dispute, I reserve the right to provide the necessary documentation (i.e. your signature on the "Therapy Consent & Agreement" that covers the cancellation policy to your bank or credit card company should a dispute of a charge occur. If there is a financial balance on account, a bill will be sent to the home address on the intake form unless otherwise noted.
- **Dual Relationships & Public**: Our relationship is strictly professional. In order to preserve this relationship, it is imperative that there is no relationship outside of the counseling relationship (ie: social, business, or friendship). If we run into each other in a public setting, I will not approach you as this could jeopardize confidentiality. You may, at your discretion, approach or acknowledge me, if you are comfortable doing so, knowing your confidentiality could be at risk.
- **Social Media**: No friend requests on my personal social media outlets (Facebook, LinkedIn, Pinterest,

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Instagram, Twitter, etc.) will be accepted from current or former clients. If you choose to comment on my professional social media pages or posts, you do so at your own risk and may breach confidentiality. I cannot be held liable if someone identifies you as a client. Posts and information on social media are meant to be educational and should not replace therapy. Please do not contact me through any social media site or platform. They are not confidential, nor are they monitored, and may become part of medical record.

- **Electronic Communication: If you need to contact me outside of our sessions, please do so via phone.**
 - **Clients often use text or email as a convenient way to communicate in their personal lives. However, texting introduces unique challenges into the therapist–client relationship.** Texting is not a substitute for sessions. **Texting is not confidential.** Phones can be lost or stolen. **DO NOT** communicate sensitive information over text. The identity of the person texting is unknown as someone else may have possession of the client’s phone. If you are running late, and you have agreed to either use **Signal.com** or signed the authorization waiver for unencrypted text, you may send me a text notifying me of your delay and ETA.
 - **Do not use e-mail for emergencies.** In the case of an emergency call 911, your local emergency hotline or go to the nearest emergency room. Additionally, e-mail is not a substitute for sessions. If you need to be seen, please call to book an appointment. **E-mail is not confidential, unless you subscribe to protonmail.com.** Do not communicate sensitive medical or mental health information via email. Knowing the confidentiality concerns, having signed the waiver/authorization for unencrypted email, you may send me an article of interest, an update that does not require a response, or a brief note of what you wish to discuss in our upcoming session. Furthermore, if you send email from a work computer, your employer has the legal right to read it. E-mail is a part of your medical record.
- **Sessions Outside the Office:** From time to time, clients like to meet in an alternate location (i.e. their home, in public, or somewhere more conducive for them). I may be able to accommodate this request, however, this can put your confidentiality at risk.

PART III: HEALTH INSURANCE

I am out of network for all insurers, including Medicare/Medicaid. However, I do offer a special rate to Seniors over 65, who state they have financial need.

YOUR INSURANCE COMPANY: If you have out of network benefits and choose to submit your super bills for reimbursement through your insurer, I am required to assign a mental health disorder diagnosis that goes in your medical record. The clinical diagnosis is based on your current symptoms even though you may have been previously diagnosed. We will discuss your diagnosis during session. Your insurance company will know the times and dates of services provided. They may request further information to authorize additional services regarding treatment. If you would like assistance finding out what your policy will cover and submitting for reimbursement, please ask me. Otherwise, you are responsible for finding out the particulars – need for referral, prior authorization, deductible met, co-insurance/reimbursement, unless otherwise agreed.

PRE-AUTHORIZATION & REDUCED CONFIDENTIALITY: When visits are authorized, usually only a few (8-12) sessions are granted at a time. When these sessions are complete, we may need to justify the need for continued service, potentially causing a delay in treatment. If insurance is requesting information for continued services, confidentiality cannot be guaranteed. Sometimes, additional sessions are not authorized, leading to an end of the therapeutic relationship even if therapeutic goals are not met, unless you decide to continue and pay out of pocket.

PART IV: REASONS CLINICIANS OPT OUT OF INSURANCE PANELS

- **Reduced Ability to Choose:** Most health care plans today (insurance, PPO, HMO, etc.) offer little coverage and/or reimbursement for mental health services. Most HMOs and PPOs require “preauthorization” before you can receive services. This means you must call the company and justify why you are seeking therapeutic services

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in order for you to receive reimbursement. The insurance representative, who may or may not be a mental health professional, will decide whether services will be allowed. If authorization is given, you are often restricted to seeing the providers on the insurance company's list. Reimbursement is reduced if you choose someone who is not on the contracted list; consequently, your choice of providers is often significantly restricted.

- **Pre-Authorization and Reduced Confidentiality:** Insurance typically authorizes 8-12 therapy sessions at a time. When these sessions are finished, your therapist must justify the need for continued services. Sometimes additional sessions are not authorized, leading to an end of the therapeutic relationship even if therapeutic goals are not completely met. Your insurance company may require additional clinical information that is confidential in order to approve or justify a continuation of services. Confidentiality cannot be assured or guaranteed when an insurance company requires information to approve continued services. Even if the therapist justifies the need for ongoing services, your insurance company may decline services. Your insurance company dictates if treatment will or will not be covered. Note: Personal information might be added to national medical information data banks regarding treatment.
- **Potential Negative Impacts of a Psychiatric Diagnosis:** Insurance companies require clinicians to give a mental health diagnosis (i.e., "major depression" or "obsessive-compulsive disorder") for reimbursement. Psychiatric diagnoses may negatively impact you in the following ways:
 1. Denial of insurance when applying for disability or life insurance;
 2. Company (mis)control of information when claims are processed;
 3. Loss of confidentiality due to the increased number of persons handling claims;
 4. Loss of employment and/or repercussions of a diagnosis in situations where you may be required to reveal a mental health disorder diagnosis on your record. This includes but is not limited to: applying for a job, financial aid, and/or concealed weapons permits.
 5. A psychiatric diagnosis can be brought into a court case (ie: divorce court, family law, criminal, etc.).

It is also important to note that some psychiatric diagnoses are not eligible for reimbursement. This is often true for relationship issues/marriage/couples therapy.

It is important that you're an informed consumer. This allows you to take charge regarding your health and medical record. At times, having a diagnosis can be helpful (ie: child needing extra services in the school system or a person being able to receive disability).

Benefits of Working with a Clinician Who Does *Not* Take Insurance: enhanced quality of care and other advantages:

1. You are in control of your care, including choosing your therapist, length of treatment, etc.
2. Increased privacy and confidentiality (except for limits of confidentiality).
3. Not having a mental health disorder diagnosis on your medical record.
4. Consulting with me on non-psychiatric issues that are important to you that aren't billable by insurance, such as learning how to cope with life changes, gaining more effective communication techniques for your relationships, increasing personal insight, and developing healthy new skills.
5. Self-employed clinicians are in the best position to determine the actual costs of delivering quality care and cannot rely upon the industry that often sets rates that are too low and therefore foster burnout by requiring higher client service hours than is sustainable.
6. To maximize availability to see clients, reduce non-service time on the phone, computer and save administrative costs, passing savings onto clients.



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After reading about why I remain out of network, you still may decide to use your health insurance. You will receive invoices you can submit along with your claims form to request reimbursement directly from your insurer, provided they offer out-of-network benefits. If you decide you'd like to switch to an in-network therapist, I will be happy to assist where possible in making a suggestion or recommendation.

EMERGENCY CONTACT:

It is necessary that **Lisa Love of MindfulGuidance – Coaching & Counseling** has someone to contact on your behalf. In case of an emergency who should I contact?

Full Name	Relationship	Phone Number(s)
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Please check here that you agree and sign below. Thank-you.

I agree to allow **Lisa at MindfulGuidance** to contact my emergency contact on my behalf in the case of emergency

Name: Printed	Signature	Date
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MindfulGuidance
COACHING AND COUNSELING

Lisa D. Love, MSN PMH CNS, BC
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PART V: CONSENT

1. I have read and understand the information contained in the Therapy Agreement, Policies and Consent. I have discussed any questions that I have regarding this information with **Lisa Love, MSN**. My signature below indicates that I am voluntarily giving my informed consent to receive counseling services and agree to abide by the agreement and policies listed in this consent. I authorize **Lisa Love, MSN** to provide counseling services that are considered necessary and advisable.

2. (Only for **Medicare recipients**) : ____ (initials) I acknowledge that I am financially responsible for payment for services and may not submit claims to Medicare or Medigap policies with the understanding that Lisa does not participate and has opted out of Medicare. I understand that service fees will not be covered by insurance.

Printed Name	Signature	Date

Your signature signifies that you have received a copy of the “Therapy Agreement, Policies and Consent” for your records, and agree to abide by them.

Witness – Lisa D. Love, MSN, CNS, BC

Date



MindfulGuidance
COACHING AND COUNSELING

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CLIENT COPY

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2. I authorize the **release of treatment and diagnosis information** (as described in Part III, above) necessary to process bills for services **to my insurance company**, and request payment of benefits to **__ Lisa Love of MindfulGuidance – Coaching & Counseling or __ To myself, or __ N/A as I will submit my own claims for reimbursement.** I acknowledge that I am financially responsible for payment whether or not covered by insurance. I understand, in the event that fees are not covered by insurance, **Lisa Love of MindfulGuidance – Coaching & Counseling** may utilize payment recovery procedures after reasonable notice to me, including a collection company or collection attorney.

3. By my signature below, I acknowledge I have read, understood and received a copy of this treatment agreement, policies and consent form.

Printed Name	Signature	Date

Witness – Lisa Love, MSN, CNS, BC

Date