

EMILY MOON, LPC

This Form Is For Clients NOT Currently In Litigation

Agreement for Counseling

This document contains important information about the services I provide and about my business policies. Please read this document carefully and write down any questions you might have so we can discuss them further. When you sign this document, it will be a binding agreement between us.

Agreement for Services

By signing this agreement, you authorize and request me to provide conflict resolution and counseling services to you.

Conflict Resolution and Counseling Services

My sessions are structured, collaborative, face-to-face discussions designed to reduce the impact of conflict on the individual, family and those who are in potentially high-conflict divorce and separation cases. I promote avoidance and resolution of disputes and/or conflict through forward thinking. While participants in the process acknowledge the past, we do not focus on it. It is not easy to attend counseling sessions. To gain the maximum benefit from our sessions you must attend consistently and push through those times when you feel conflicted or uncomfortable. Upon request, I offer Telehealth sessions via Facetime or Zoom. By signing this form, you agree that these sessions will be life coaching sessions and give authorization to provide that service.

Initial: _____

Disclaimer

I hold a Masters of Arts degree in Professional Counseling, and am licensed as a Professional Counselor (LPC) in the state of Tennessee.

Initial: _____

Confidentiality and Disclosure

There are some situations in which I am legally obligated to take action to protect others from harm, even if I have to reveal information disclosed to me and even further if the person who gave me the information, including you, thought I would hold it in confidence.

For example, if I believe a child, an elderly person, or a disabled person is being abused, I may be required to file a report with the appropriate state agency, or if I believe that someone, including you, is threatening serious bodily harm to another, I may be required to take

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protective action, or if someone, including you, threatens to harm himself or herself, I may be obligated to take steps to protect the person's safety. In the event I am subpoenaed for court or am asked to testify in court for any reason, confidentiality will not be kept.

It is important that you fully understand the ramifications of participating in counseling before signing this agreement. I welcome the discussion of those issues with you. However, because I am not an attorney, I cannot give you legal advice, so I encourage you to consult with an attorney before signing this agreement.

Initial: _____

Professional Records

You are entitled to review whatever records I keep relating to counseling services I provide. However, because information in my records can sometimes be misinterpreted or be upsetting, I may require you to review them with me or with a mental health professional so you will understand them better and can appropriately discuss them. If these sessions are life coaching sessions, no notes will be kept and you acknowledge that the nature of our work together is more dialogue and brainstorming rather than counseling.

Initial: _____

Fees

My standard rate for individual services is \$250 per hour. A clinical hour involves 50 minutes spent in discussion and 10 minutes of my time documenting the session.

Additional time spent in client-related activities (e.g., consultations with teachers, physicians, psychiatrists, former therapists, or time spent reading or writing reports related to the client's treatment) are important for the delivery of my services and will also be charged at my standard hourly rate.

My policy is to collect before the time of service. I take cash and checks, as well as credit and debit cards. You may pay my invoices with a credit card, but if you choose to do so, you agree to pay all fees charged by the credit card company. If you do not pay my invoices when due, you agree that I may assess a reasonable late fee and interest on any past-due balance at the rate of 1.5% per month.

Initial _____

Cancellation Policy

Because I have a waiting list, you agree to notify me within 24 hours of our scheduled appointment time. If a 24-hour notice is not given you understand and agree that my full fee will be charged to your credit card.

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Contacting Emily Moon

You may reach me by calling (615)438-2843. When I am unavailable to take your call, you may leave a voice mail. I monitor my voice mail frequently. I will make an effort to return your call on the same or the following business day.

In an emergency or crisis, call 911, contact your family physician, or go to the nearest emergency room and ask for the psychologist or psychiatrist on call. I am not an emergency-care provider, and I am not able to provide 24-hour availability.

Some clients find e-mail to be a helpful and convenient form of communication. My policy is to limit e-mail communication to scheduling appointments. This avoids me having to write lengthy e-mail responses over complicated issues that are best discussed in person, and it reduces the fees you will owe me. If you nevertheless choose to contact me by e-mail, you should understand that whatever you include in your e-mail will not be kept confidential. You should also understand that my standard hourly rate applies to all e-mail I review and respond to.

Termination of Services

You may terminate my services at any time upon written notice to me, but that will not relieve you from paying me for the services I had already rendered at the time of termination, including work in progress that will remain incomplete at the time of termination. I may terminate my services at any time at my discretion upon written notice to you, but some reasons why I may choose to terminate my services include:

I do not believe I can provide you with effective services;
Your needs are outside the scope of my experience or training;
You do not comply with my recommendations;
I believe I have developed a conflict of interest;
You fail to pay my fees on a timely basis; or
I believe it is in your best interest.

If you or I decide to terminate my services, I recommend at least one closure session.

Dispute Resolution

If any dispute, controversy, or claim (whether based upon a contract, alleged negligence, alleged fraud, a law, or otherwise) arises between us (referred to as a "Dispute"), you and I agree to resolve the Dispute according to the procedure in this paragraph. This could include a Dispute relating to this agreement, the counseling service I provided you or your child(ren), or the amount of my fees, among other matters. First, we agree to try to resolve the Dispute through direct, face-to-face discussions. If the Dispute is not resolved through those

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discussions, we agree to try to resolve the dispute through mediation administered by the American Arbitration Association (“AAA”). If we still have not resolved the Dispute, we agree to resolve the Dispute through binding arbitration in accordance with the applicable AAA rules. In the event you do not follow these dispute-resolution procedures or if I am the substantially prevailing party in arbitration, you agree that the arbitrator may award me my reasonable attorneys’ fees and arbitration expenses. We agree that any demand for arbitration must be made before the date when a court action relating to the Dispute would have been barred by the applicable statute of limitations, and we agree that a judgment on the arbitration award may be entered in any court having jurisdiction. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE DISPUTE-RESOLUTION PROVISIONS AND YOU KNOWINGLY AND VOLUNTATILY WAIVE AND RELINQUISH ANY RIGHTS TO HAVE A DISPUTE RESOLVED IN A COURT OR BY A JURY TRIAL.

Initial: _____

Limitation of Liability and Waiver of Damage

You acknowledge that my hourly rates are based upon your willingness to agree to the limitation of liability and waiver of damages in this paragraph and that, if you were not willing to agree to the provisions of this paragraph, my rates would be considerably higher. Therefore, to receive the benefit of paying lower fees, you (1) waive any right you may have in the future to consequential, incidental, and punitive damages, (2) agree that my maximum liability to you is limited to your actual damages or the total amount you actually pay me, whichever is lower, and (3) waive any right you may have in the future to damages in excess of my maximum liability to you.

Initial: _____

Location of Arbitration and State Law

We agree that Tennessee law governs this agreement, except that the Federal Arbitration Act will govern our dispute-resolution provisions. We agree that the location of any arbitration hearing will be in Franklin, Tennessee.

General Terms

The headings in this agreement are for convenience only and must not be used to construe the meaning of this agreement. This agreement comprises the full and final expression of our intentions with respect to the subject matter of this agreement, and all prior communications, representations, and agreements have been incorporated into this agreement. This agreement may not be modified, and no terms may be waived, except in writing and signed by us.

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If any provision in this agreement is invalid or unenforceable, we intend for that provision to be valid and enforceable to the fullest extent the law allows and for the balance of this agreement to remain in full force and effect.

This agreement may be signed in any number of counterparts, each of which shall be one and the same agreement. A signed copy of this agreement shall be deemed an original.

Although all of the provisions in this agreement are important, I have emphasized certain provisions with special font and inserted a space for your initials near certain provisions. I have done so because I want you to spend extra time reading and understanding those provisions because of how important they are. You acknowledge, however, that the absence of special font or a space for initials does not mean that those provisions are not important and enforceable, and you acknowledge that, even if you do not initial where indicated, the un-initialed provisions are still enforceable.

I have read the above Agreement for Conflict Resolution and Counseling Services carefully. I understand and agree to the conditions described in this document.

Client (Parent) Signature

Client (Parent) Name (print) (Child's Name)

Date: _____

Home Address

Cell Phone

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Emergency Contact and Credit Card Authorization

In case of emergency contact:

Name

Phone:

Relationship

I authorize Emily Moon to charge my credit card the full fee of counseling if I do not give 24-hour notice.

Card Number

CVV

EXP