

EMILY MOON COUNSELING SERVICES

Agreement for Counseling

This Form is For Those Who are Court Appointed or Who Are Currently in Litigation.

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.

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. 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.

Agreement for Services

By signing this agreement, you authorize and request me to provide conflict resolution and counseling services to you. Services may include, but may not be limited to, (1) meeting and conducting discussions with you, your spouse, your child(ren), and/or other family members, (2) drafting notes to memorialize those discussions, and/or (3) drafting letters or reports of my recommendations.

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 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.

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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: _____

Confidentiality and Disclosure - Court Appointed Cases, High Conflict Divorce Cases with Attorneys Involved, Post-Divorce Issues with Potential to Return to Court

In the event that I am requested or subpoenaed to attend or testify in court, by signing this agreement you understand that I may be asked or required to share conversations, texts, and/or emails with the court and/or attorneys that you, the client, shared, sent or reported to me; therefore, confidentiality cannot and will not be held. Communications made as part of counseling and/or parent interviews and/or forensic interviews with a parent, including communications between the parties and their children, communications between me (therapist) and other relevant parties or persons, and communications with the court and and/or attorneys, shall not be confidential except as provided by law. I do not permit recordings of any type (audio, video or any other recording) during counseling sessions or in my office. Nothing in this agreement is intended to create a privileged or therapist-client privileged communication.

Initial : _____

Professional Records

You are entitled to review records I keep relating to counseling services that 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.

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.

I require a 24 hour notice to cancel appointments otherwise you will be charged the full fee.

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If I am required to attend any legal proceeding relating to your case (e.g., a deposition, hearing or trial), my fee is \$3,500 per day. This fee is due 30 days before the set court date. If court is cancelled in three business days or less before the set court date, the fee will be non-refundable. That hourly rate will apply to travel time, wait time, and time spent in the proceeding itself. 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) as it relates to or is ordered by the court will also be charged at my \$250 hourly standard rate.

I require a \$1500 retainer paid by check. I will send an itemized receipt throughout the process documenting my time. Upon the retainer's end, I will either charge hourly or collect another retainer. My policy is to collect at the time of service. I accept cash and checks, as well as credit and debit cards. If invoicing is required, my invoices are due and payable upon receipt. 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.

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 and/or text to be a helpful and convenient form of communication. My policy is to try to limit e-mail and text communication to scheduling appointments. This avoids me having to write lengthy e-mail and/or text 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 or text, you should understand that whatever you include in your e-mail or text 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;

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- 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 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 VOLUNTARILY 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 Damages

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: _____

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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.

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: _____

Emily Moon, LPC

Date: _____

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Credit Card Authorization

I agree to payment and terms stated in the Agreement for Counseling. I understand that canceling my appointment within a 24-hour timeframe of the scheduled appointment will result in my credit card being charged for the full amount.

Please sign below which affirms you understand and agree everything above.

Name _____ Date _____

Credit Card Number _____

CVV _____ EXP _____ Zip Code _____

In Case of Emergency:

Name _____

Relationship _____

Cell Phone _____

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Court Appointed Cases, High Conflict Divorce Cases with Attorneys Involved, Post-Divorce Issues with Potential to Return to Court

Counseling for you, your child, and/or you and your x-spouse has been requested by your attorney and/or ordered by the court as a result of your legal case. In this context, your interactions with Emily Moon will not constitute a therapist-client relationship. Emily Moon is not treating/counseling you for the purposes of providing clinical treatment, and information collected as part of this evaluation/counseling process is not held to the same rules of confidentiality as with a non-forensic or court related clinical evaluation/process. Your signature on this document indicates that you understand why this evaluation/clinical interview is being completed and that you have agreed to this evaluation.

The goal of court ordered counseling is to leverage a therapist's expertise and to help courts determine an outcome for a legal case. Emily Moon may/will be conducting an unbiased evaluation leveraging her professional clinical judgment of you. It is possible that the findings of her evaluation will not favor you or your preferred legal outcome.

The evaluation may/will include interviews with you and/or your children, as well as separate collateral interviews with others familiar to you and/or those able to provide information deemed relevant by Emily Moon. Collateral contacts may/will include not only family members or others with a vested interest in the outcome of your legal case, but also professionals and/or disinterested parties who may provide impartial accounts of you and others involved in your case. During these interviews, questions will be asked about multiple topics, including, but not limited to your background (e.g., family history, marital history, developmental / educational history). Your evaluation may include review of medical, psychological, and legal records (and possibly other records deemed relevant by Emily Moon). A final written report will be prepared and shared with the party initially requesting this evaluation; typically, court and attorneys.

Please initial that you have read and understand the paragraph above (please provide your initials below).

Initials

Confidentiality

The results of this evaluation will be forwarded to the authorized third-party (e.g., attorney, court) who requested this evaluation. The report will not automatically be released to you. If your claim involves a lawsuit/settlement, it is possible that the opposing attorney and staff, and your attorney and staff, will have access to the results of this counseling process. Your case may also be discussed verbally with the referring person(s) and/or agencies when appropriate.

Initials

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Contact Form

Please email a copy of the current parenting plan if applicable.

Client Name

Client/Legal Guardian Address

Email

- 1.
- 2.

Client DOB

Parent Name(s)

- 1.

Stepparent Name

- 1.

Parent(s) Phone Number

- 1.
- 2.

- I agree to allow my minor child to be treated in a therapeutic capacity by Emily Moon.

Initial Here _____

- I agree to all terms set forth in this document

Signature_____