**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.

**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.

**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.

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.

Initial: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fees**

My standard rate for individual services is $200 per hour. Couple therapy is $200 an hour. An hour typically 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 at the time of service. I take 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.

To ensure payment of my services, you agree to pay me a $\_\_\_\_\_\_ security deposit. The deposit will not be applied to my first invoice or any interim invoice, except at my sole discretion. Instead, I will hold the deposit in my general business account, comingled with other funds, and apply it to my last invoice. However, if I do not receive prompt payment of my invoices, you authorize me to use the deposit to pay my fees. If the deposit is exhausted before my services are concluded, you agree to promptly replenish the deposit. Due to the accounting difficulties that would be presented in calculating interest on your deposit, you agree to forego whatever interest accrues on your deposit.

**Contacting Emily Hastings**

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 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 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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 will not testify in court for any reason. By signing this agreement, you waive the right to have me testify on your behalf, or on the behalf on any persons associated with this case. You agree to not have me subpoenaed to testify by you or your attorney and understand if you do take such measures you will be charged $250 an hour with a 8 hour minimum and I will disclose no details pertaining to counseling sessions with you, your children or anything disclosed to me.**

**Initial \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Counseling Services

* Please fill out policy and procedure form.
* Please fill out in case of emergency form.
* Please fill out credit card authorization form.
* You acknowledge and agree that payment will be taken at the beginning of each session.
* If you are paying by credit card, payment will be taken before each session.
* The first session is always one and one-half hour designed this way to give enough information so that I can define issues and provide you with enough homework and/or insight to help you navigate until our next session.
* Each session is designed for the client’s needs. Therefore, I will advise you as to the length of session that I believe you need. Sessions are either 60 minutes, 90 minutes or 120 minutes. Please let me know, after our first session, how long you would like your sessions to last. Hour sessions will be charged my hourly rate, 90 minute sessions will be charged my hourly rate x 1.5, and 120 minute sessions will be charged my hourly rate x 2.
* If you cancel within 24 hours of your appointment time you will be charged for the session.

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

Name Date