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SERVICE AGREEMENT

This Agreement contains important information about my professional services and business policies. It also contains a summary of the Health Insurance Portability and Accountability Act (HIPAA), a federal law that provides privacy protections and rights regarding the use and disclosure of your Protected Health Information (PHI). HIPAA requires that I provide you with a Notice of Privacy Practices. The Notice, which is titled Privacy Notice, is the other form on the website (www.dougjmoore.com) that is downloadable and explains HIPAA and its application to your personal health information in greater detail.

The law requires that I obtain your signature acknowledging that I provided you with this information no later than our first session. When you sign this document, it will also represent an agreement between us. You may revoke this Agreement in writing at any time. That revocation will be binding on me unless:

- 1) I have to take action outlined in the limits of confidentiality.
- 2) If you have not satisfied any financial obligations you have incurred.

SERVICES

I view Life-Coaching and Spiritual Direction as a collaborative process between you, me and anyone else you determine to be appropriate. Our initial sessions will focus on exploring the reasons you are seeking services and gathering some pertinent background information. We will discuss what you hope to accomplish and options in reaching those goals.

I only provide services virtually using Zoom which is HIPPA compliant for confidentiality. Although I have taken precautions to maintain privacy, these services rely on technology that inherently have some risks. Given I no longer provide psychotherapy, if you are in need of psychological services or require your insurance to be used, I encourage you to find a local therapist to support your needs.

I assume you know what is best for you and through our collaboration we can clarify how best to achieve it. My philosophy is to view you as a person whose heart, mind, body, and energy are interconnected. My goal is to help facilitate balanced and integrated ways of being that nourish your heart, mind, body, and energy.

I see emotional, cognitive, physical, spiritual, and energetic health challenges as normal human experiences, which are impacted by one's life experiences, genetics, lifestyles, and coping strategies. These challenges can be an opportunity to enhance your health as well as an opportunity for growth. I focus on helping you learn how to thrive and awaken in life!

To meet the unique needs of each client, my services integrate current scientific findings with a creative/intuitive process. There are a variety of services in the community that may be helpful to integrate into your work. You are encouraged to explore what combination, if any, might work best for you.

I also respect that it is most important for you to feel comfortable with me. Should you ever have questions or concerns about our process, please feel free to talk about them. I want to encourage you to express that to me and if you request it, I can help facilitate you finding the right professional that best fits your needs and style.

Life-Coaching and Spiritual Direction/Companionship can have many benefits and some risks. Since such methods may involve discussing unpleasant aspects of your life, you may experience uncomfortable feelings like sadness, guilt, anger, frustration, and physical discomforts. On the other hand, Life-Coaching and Spiritual Direction/Companionship as well as energy medicine and energy psychology have also been shown to have many benefits such better relationships, finding solutions to specific problems, significant reductions in feelings of distress, improved coping skills and a better sense of well-being. There are no guarantees of what you will experience, but I have found you can maximize your success when you put energy into your goals in between the sessions.

I only work individually with those individuals who have a paid membership in the website, [Thrive and Awaken®](#). I will ask you to take various courses and our time will be focused on how to integrate the tools you've learned. This actually saves you lot of time from me having to explain various concepts and methods.

SESSIONS

Sessions will normally be 45 minutes in duration. If they are longer for some reason, the fee will be adjusted according to the quarter hour. Many people meet weekly for the first few sessions then decide on what is the best frequency for them. The frequency can vary depending upon need, schedules, and finances.

TELEPHONE CALLS

Your calls are answered by my 24 hour voice mail system. Please leave a message in my confidential voice mail along with the best time to reach you, and I will call back as soon as possible. Brief phone calls (5-10 minutes) or texts to change appointments or clarify information are welcome and will not be charged. However, if phone calls/texts are greater than 10 minutes, they will be charged according to the quarter hour.

If you have an emergency please call 988 or one of the following 24-hour hotline numbers or go to your nearest emergency room.

National Suicide Prevention	800-273-8255
Psychiatric ER/Suicide Hotline	216-623-6888
Rape Crisis Center	216-619-6192
Child Abuse	216-696-KIDS

TEXT MESSAGES

You are welcome to text 216-239-0382 regarding all aspects of services. If you do, I will reply via text. Usually I email you but may occasionally send a text if the situation warrants a faster response. For example, if you are late for an appointment I will text if you are able to make it. I may also text if there is an appointment opening in the near future that you may want. Occasionally I may text some resource material pertinent to the work we are doing. If you do not want to receive texts then you may email or text me and say, "Stop sending texts". It will be helpful to discuss your preference so we are both clear about such ramifications. For example, if I can't text you to remind you of an appointment, then you may miss it and be responsible for paying the full fee.

CLIENTS UNDER THE INFLUENCE

I reserve the right to refuse or terminate a session if you or anyone in the session is suspected to be under the influence of a mood-altering substance. You will be responsible and charged for full payment of the normal fee.

CANCELLING APPOINTMENTS

Although it is best to keep regular appointments, there may be times when you cannot make it. It is requested that you call the above number, text, or email me with preferably 48 hours ahead, and at least 24 hours in advance to cancel the appointment. **If you do not cancel 24 hours in advance, you will be charged the full normal fee for that session.**

In the spirit of being flexible to unforeseen circumstances, if I have an opening and can reschedule you during that week, or if I can find someone to take your time slot there will not be a charge. In addition, if circumstances prevent you from using Zoom I'm open to having the session by phone in order to avoid a charge.

Unfortunately, I'm not able to make any other exceptions to the policy. If I am asked to make an exception it puts me in the role of judging what is reasonable and what is not, which is a role I'm not comfortable being in. I approach our work from a place of acceptance of where you are in your life without judgment, and I want to maintain that. I will charge your credit card on file accordingly.

STOPPING SERVICES

You have the right to stop your services at any time. I suggest we discuss when you are ready to stop and plan for it accordingly. It is helpful to discuss any feelings you may have as well as talk about strategies to maintain your progress. Some people take periodic breaks, others use the practitioner as one resource in their life and may come in a couple of times a year to maintain their gains. Feel free to discuss all these options with me when you are ready.

FEES

The fee for one 45-minute session is \$185.00. If we schedule a double session for 1 ½ hours the fee is \$370. I also charge this amount for other professional services you may need, though I will break down the hourly cost if I work for periods of less than one hour. Other services include reading emails you send, report writing, telephone conversations lasting longer than 10 minutes, consulting with other professionals with your permission, preparation of records or treatment summaries, and the time spent performing any other service you may request of me.

If you become involved in legal proceedings that require my participation, you will be expected to pay for all of my professional time, including preparation and transportation costs, even if I am called to testify by another party. Because of the significant time and energy associated with legal involvement, I charge \$450 per hour for preparation and attendance at any legal proceeding.

I request that you pay the whole fee at the end of each session, unless we have a written agreement otherwise. According to our ethics we are not allowed to barter or have other forms of payment. Thank you in advance for your consideration.

THIRD PARTY/INSURANCE USAGE

I provide Life-Coaching and Spiritual Direction/Companionship which is not reimbursable by insurance. I am not on any insurance panels, nor do I participate with insurance companies that require pre-certification or treatment plans. If you are seeking psychotherapy and want to use your insurance, I suggest you go to your insurance company directory for a list of providers.

COLLECTIONS

In the unlikely event that you do not reduce your balance in a 60-day period, and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his/her name, the nature of services provided, and the amount due. If such legal action is necessary, its costs will be included in the claim. Please note that the collection agency will report your delinquent account to the credit bureau and thus your credit rating may be affected.

CONFIDENTIALITY

There are laws that clarify the privacy of all communications between you and me. In most situations, I can only release information about you if you sign a written authorization form. There are some situations where I am required to break confidentiality and others that require you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as well as those activities outlined in the Privacy Notice, the attachment specifying the federal and state laws regarding confidentiality. Also, there are limits to confidentiality if you choose to correspond via email or video messaging such as Zoom. By becoming a client, you will receive e-letters from me as well as from my businesses Living-Now, Inc., and Thrive and Awaken®. If you are not willing to receive such emails then we will not be able to work together.

SOCIAL MEDIA

I participate on various social networks, in a personal and professional capacity. These accounts are kept separately. You are welcome to follow my professional accounts as they are sources of information about the work. However, I do not communicate with, or contact, any of my clients through social media platforms like Twitter and Facebook. Please use my email and work phone # to contact me rather than

through social media. If you have an online presence, there is a possibility that you may encounter my personal accounts by accident. I prefer you not to request a connection on my personal accounts so we can maintain our professional relationship.

PROFESSIONAL RECORDS

You should be aware that, pursuant to HIPAA, I separate **Protected Health Information** about you from **Notes** I make about our session. The Protected Health Information is contained in your Clinical Record. It includes information about your reasons for seeking help, a description of the ways in which your life is impacted, the goals that we established, your progress towards those goals, your medical and social history, your treatment history, any past treatment records that I receive from other providers, reports of any professional consultations, testing materials, your billing records, and any reports that have been sent to anyone, including reports to your insurance carrier.

Except in unusual circumstances that involve danger to yourself and others, you may examine and/or receive a copy of your Clinical Record if you request it in writing and the request is signed by you and dated not more than 60 days from the date it is submitted. Because these are professional records, they can be misinterpreted and/or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence or have them forwarded to another mental health professional so you can discuss the contents. In most circumstances, I am allowed to charge a copying fee of \$1 per page for the first ten pages, 50 cents per page for pages 11 through 50, and 20 cents per page for pages in excess of fifty, plus \$15 fee for records search, plus postage. The exceptions to this policy, if any, are contained in the attached Privacy Notice Form.

In addition, I also keep a set of Notes. These Notes are for my own use and are designed to assist me in providing you with the best treatment. While the contents of Notes vary from client to client, they can include the contents of our conversations, my analysis of those conversations, and how they impact your services. They also contain particularly sensitive information that you may reveal to me that is not required to be included in your Clinical Record. These Notes are kept separate from your Clinical Record.

CLIENT RIGHTS

HIPAA provides you with several new or expanded rights regarding your Clinical Record and disclosures of Protected Health Information. These rights include requesting that I amend your record; requesting restrictions on what information from your Clinical Record is disclosed to others; requesting an accounting of most disclosures of Protected Health Information that you have neither consented to nor authorized and that are not involved in treatment, payment or health care operations; determining the location to which protected information disclosures are sent; having any complaints you make about my policies and procedures recorded in your records; and the right to a paper copy of this Agreement, the

attached Privacy Notice form, and my privacy policies and procedures. I am happy to discuss any of these rights with you.

Your signature on the Services, Privacy and Energy Consent Form indicates that you have read the information in this document and agree to its terms.

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