

## **EMOTIONAL SUPPORT ANIMAL (ESA) DISCLOSURE & ACKNOWLEDGMENT**

*(Florida & North Carolina)*

### **Legal Entity:**

Moore Consulting Holdings, LLC

d/b/a Progress Counseling Group (“PCG”)

213 South Dillard Street, Suite 120B

Winter Garden, FL 34787

**Effective Date:** January 17 2026

### **PURPOSE OF THIS DISCLOSURE**

Progress Counseling Group provides **clinical evaluations related to Emotional Support Animal (ESA) documentation only when clinically appropriate**, in accordance with:

- The **Fair Housing Act (42 U.S.C. § 3601 et seq.)**
- Applicable **HUD guidance**
- **Florida law**, including Fla. Stat. § 760.27
- **North Carolina law** and professional licensure standards
- Ethical obligations governing licensed mental health professionals

This disclosure explains the **scope, limits, and legal context** of ESA-related assessments.

### **LEGAL DEFINITIONS & LIMITATIONS**

#### **Emotional Support Animals (Federal Law)**

Under the **Fair Housing Act (FHA)**, an Emotional Support Animal is an animal that provides emotional support that **alleviates one or more identified symptoms or effects of a person’s disability**.

- ESAs **are not service animals**
- ESAs **do not require specialized training**
- ESAs **do not have public-access rights**
- ESA accommodations apply **only to housing**, subject to landlord review and applicable law

## Florida Law (Fla. Stat. § 760.27)

Florida law:

- Prohibits the **misrepresentation** of an animal as an ESA
- Allows housing providers to request **reliable documentation**
- Does **not** require clinicians to issue ESA letters
- Authorizes penalties for fraudulent ESA claims

## North Carolina Law & Guidance

In North Carolina:

- ESA accommodations are governed by the **Fair Housing Act** and federal guidance
- Licensed clinicians may provide **clinical opinions** regarding disability-related need when supported by an **established therapeutic relationship** and adequate clinical basis
- Clinicians are **not required** to issue ESA letters and may decline when not clinically indicated
- Housing providers retain discretion to evaluate accommodation requests consistent with federal law

North Carolina does **not** recognize ESA public-access rights and does **not** permit ESA misrepresentation.

## ELIGIBILITY FOR ESA-RELATED ASSESSMENT

ESA-related assessments are available **only** when consistent with professional standards, including:

- Established counseling clients of PCG, **or**
- Clients of another mental health provider who have released **recent, relevant clinical records** with proper authorization

To ensure clinical integrity:

- **New clients** must complete a sufficient course of treatment (generally a minimum of **three clinical sessions**) before eligibility
- Clients transferring care with documented clinical history may be assessed in fewer sessions at clinician discretion

- Assessments are limited to **one animal per evaluation**

PCG does **not** provide ESA letters as a standalone, administrative, or expedited service.

## **CLINICAL ASSESSMENT PROCESS**

ESA-related evaluations may include:

- Clinical interviews
- Standardized screenings or assessments
- Review of prior treatment records, when available

Evaluations assess:

- Whether the individual meets criteria for a **qualifying disability** under applicable law
- Whether there is an **identifiable relationship** between the animal's presence and the alleviation of disability-related symptoms

PCG clinicians:

- **Do not recommend, select, certify, train, or register animals**
- **Do not guarantee** issuance of an ESA letter
- Document clinical findings consistent with ethical and legal standards

## **IMPORTANT DISCLAIMERS**

- Issuance of an ESA letter is **not guaranteed**
- Housing providers determine whether an accommodation is approved
- Colleges, universities, and housing authorities may impose **additional lawful requirements**
- ESA letters typically reflect clinical status **at the time of evaluation** and are commonly considered valid for **up to one year**, subject to reassessment
- ESA letters apply **only to housing accommodations** and do not confer public-access rights

## **CLIENT ACKNOWLEDGMENTS**

By proceeding, I acknowledge and agree that:

- I may **not meet criteria** for an ESA, and no letter may be issued
- PCG and its clinicians **do not endorse or certify any specific animal**
- I am responsible for confirming accommodation requirements with my housing provider
- I am solely responsible for my animal's behavior, care, and control
- I assume all risks and liabilities associated with my animal
- I agree to **hold harmless** Progress Counseling Group, its clinicians, and affiliates from claims related to my animal or ESA documentation
- I understand that misrepresentation of an ESA may result in **legal consequences**

### **FEES, BILLING & REFUNDS**

- ESA-related assessments are billed at **standard counseling rates**
- Insurance may be billed **only when clinically appropriate** and subject to payer rules
- **Employee Assistance Program (EAP) benefits may not be used** for ESA assessments or documentation
- A **separate documentation fee of \$125.00** applies **only if** an ESA letter is clinically indicated and prepared
- **No refunds** are available, including when an ESA letter is not indicated

Completion of additional housing forms may require additional appointments.

### **LEGAL ADVICE DISCLAIMER**

Progress Counseling Group does **not** provide legal advice.

Clients are encouraged to seek independent legal counsel regarding housing rights, disputes, or accommodation determinations.

### **ACKNOWLEDGMENT**

By signing below, I acknowledge that:

- I have read and understand this ESA Disclosure & Acknowledgment
- My questions have been answered
- I understand the scope and limitations of ESA-related assessments

- I agree to the terms described above