



## Educational Consultation Agreement

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**Description of Educational Consultation:** An educational consultation is an exchange of information, not a legal business partnership. It is designed to inform the consultee of psychoeducational material, personal experiences, and professional experiences that may be useful to them in their unique life situation. The goal of an educational consultation is to allow a consultee to frame their own informed perspective in order for them to determine the next steps needed in their particular circumstance.

### 1). Consultation Relationship

- A. Consultee is solely responsible for creating and implementing his/her own physical, mental, and emotional well-being, decisions, choices, actions, and conclusions arising out of a result of the consultation(s). As such, the Consultee agrees that the Consultant is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Consultant. The Consultee understands that this educational consultation is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- B. Consultee further acknowledges that he/she may terminate or discontinue a consultation at any time.
- C. The Consultee acknowledges that, though the scope of consultation will be very narrow, with a focus on gender and/or sexual identity, other areas of life may be discussed as it relates to this main topic (e.g. parenting, identity, boundaries, developmental milestones, spirituality, theology, communication strategies, etc.). The Consultee agrees that deciding how to handle these issues, incorporate principles learned into those areas of life, and implementing choices is exclusively the Consultee's responsibility.
- D. Consultee acknowledges that consultation services do not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that consultations are not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or qualified professionals and that it is the Consultee's exclusive responsibility to seek such independent professional guidance as needed.
- E. The Consultee understands that, although Ellen Radcliff is a Licensed Marriage and Family Therapist (#2394) and a Licensed Clinical Mental Health Counselor Associate (#A15631), she is not using her licenses for the services rendered, she is not presenting herself as a therapist to the Consultee, and she is not providing psychotherapy to the Consultee. Consultations cannot transition into therapy if the Consultee lives outside of North Carolina, USA. Additionally, in order to remain above reproach

regarding ethical boundaries, consultation services cannot exceed more than 8 consultations per calendar year.

## **2). Services**

- A. The parties agree to engage in educational consultation services through video chat or phone.
- B. The Consultee agrees that this service is based on the Consultant's personal experience, professional experience, and personal theology. These opinions, values, and beliefs of the Consultants are in no way absolute and claim no authority; as such, this consultation service offers no particular outcome.

## **3). Scheduling and Fees**

Consultation(s) will be determined by the Consultant and Consultee based on a mutually agreed upon time. The Consultant will initiate all scheduled calls and will contact the Consultee promptly at the time of the scheduled appointment.

Consultations are 50 minutes in length and are \$125 per consult.

An invoice will be sent via Paypal or Stripe to the Consultee's provided e-mail address after the scheduled consultation.

## **4). Confidentiality**

This consultation relationship, as well as all information (documented or verbal) that the Consultee shares with the Consultant as part of this relationship, is bound by the principles of confidentiality. However, please be aware that the Consultant-Consultee relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Consultant agrees not to disclose any information pertaining to the Consultee without the Consultee's written consent. The Consultant will not disclose the Consultee's name as a reference without the Consultee's consent.

Confidential information does not include information that: (a) was in the Consultant's possession prior to its being furnished by the Consultee; (b) is generally known to the public or in the Consultant's industry; (c) is obtained by the Consultant from a third party, without breach of any obligation to the Consultee; (d) is independently developed by the Consultant without use of or reference to the Consultee's confidential information; or (e) the Consultant is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Consultant and, as a result of such disclosure, the Consultant reasonably believes there to be an imminent or likely risk of danger or harm to the Consultee or others; or (g) involves illegal activity. The Consultee also acknowledges his/her continuing obligation to raise any confidentiality questions or concerns with the Consultant in a timely manner.

## **5). Cancellation Policy**

The Consultee agrees that it is his/her responsibility to notify the Consultant 24 hours in advance of the scheduled calls/meetings. The Consultant reserves the right to bill the Consultee for a missed meeting. The Consultant will attempt, in good faith, to reschedule the missed meeting.

**6). Record Retention Policy**

As these consultations are not therapeutic in nature, and in an effort to assure the Consultee’s confidentiality, the Consultant agrees to keep no written progress notes for sessions unless: (a) the Consultant reasonably believes there to be an imminent or likely risk of danger or harm to the Consultee or others; (b) the Consultant is informed of abuse of a child or dependent adult, or (c) the Consultant is informed of sexual contact between a minor and an adult.

**7). Limited Liability**

Except as expressly provided in this Agreement, the Consultant makes no guarantees, representations, or warranties of any kind or nature, express or implied, with respect to the consultation services negotiated, agreed upon, and rendered. In no event shall the Consultant be liable to the Consultee for any indirect, consequential, or special damages. Notwithstanding any damages that the Consultee may incur, the Consultant’s entire liability under this Agreement, and the Consultee’s exclusive remedy, shall be limited to the amount actually paid by the Consultee to the Consultant under this agreement for all consultation services rendered.

**8). Entire Agreement**

This document reflects the entire agreement between the Consultant and the Consultee and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered, or supplemented except in writing signed by both the Consultant and Consultee.

**9). Waiver**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**10). Binding Effect**

This agreement shall be binding upon the parties hereto and their respective successors and permissible assigns.

**ACCEPTANCE OF TERMS**

We agree to these terms and will abide by these guidelines.

Consultee: \_\_\_\_\_

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

Consultant: \_\_\_\_\_

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