



Pastoral Counseling Agreement

Ellen Radcliff, LMFT, LCMHC, NCC
+1 910-939-3007
ellen.heartsetabove@gmail.com

Description of Pastoral Counseling: Pastoral Counseling is a partnership (defined as an alliance, not a legal business partnership) between the Pastoral Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and spiritual perspectives and potential. It is designed to help facilitate the creation and implementation of personal, spiritual, or theological ideas and goals and to develop and carry out a strategy/plan for achieving those goals.

1). Pastoral Counseling Relationship

- A. Client 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 Pastoral Counseling. As such, the Client agrees that the Pastoral Coach 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 Pastoral Coach. The Client understands that Pastoral Counseling 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. Client acknowledges that he/she may terminate or discontinue the pastoral counseling relationship at any time.
- C. The Client acknowledges that, though the scope of this Pastoral Counseling is narrow, with a focus on spiritual functioning, other areas of life may be discussed as it relates to this main topic (e.g. sexual/gender identity, parenting, marriage, relationships, behavioral patterns, emotions, identity, boundaries, developmental milestones, theology, communication strategies, etc.). The Client agrees that deciding how to handle these ancillary issues, incorporate principles learned into those areas of life, and implementing choices is exclusively the Client's responsibility.
- D. Client acknowledges that Pastoral Counseling does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that Pastoral Counseling sessions 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 Client's exclusive responsibility to seek such independent professional guidance as needed.
- E. The Client understands that, although Ellen Radcliff is a Licensed Marriage and Family Therapist (#2394) and a Licensed Clinical Mental Health Counselor (#15631), she is not using her license for the services rendered, she is not presenting herself as a therapist to the Client, and she is not providing psychotherapy to the Client.

2). Services

- A. The parties agree to engage in a Pastoral Counseling Program through video chat, phone, or email.
- B. The Client agrees that these educational services are based on the Pastoral Coach's personal experience, professional experience, and personal theology. These opinions, values, beliefs, and experiences are not required to be adopted by the client and do not offer any particular outcome.

3). Scheduling and Fees

The time of the Pastoral Counseling Sessions will be determined by the Pastoral Coach and Client based on a mutually agreed upon time. The Pastoral Coach will initiate all scheduled calls and will contact the Client promptly at the time of the scheduled appointment.

Sessions are 50 minutes in length and are \$175 per session.

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

4). Procedure

The time of the Pastoral Counseling Sessions will be determined by the Pastoral Coach and Client based on a mutually agreed upon time. The Pastoral Coach will initiate all scheduled calls and/or Zoom meetings and will contact the Client promptly at the time of the scheduled appointment.

5). Confidentiality

This Pastoral Counseling relationship, as well as all information (documented or verbal) that the Client shares with the Pastoral Coach as part of this relationship, is bound by the principles of confidentiality. However, please be aware that the Pastoral Coach-Client 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 Pastoral Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Pastoral Coach will not disclose the Client's name as a reference without the Client's consent.

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

6). Cancellation Policy

The Client agrees that it is his/her responsibility, as best as he/she is able, to notify the Pastoral Coach 24 hours in advance of the scheduled calls/meetings if a cancellation is necessary. The Pastoral Coach reserves the right to bill Client for a missed meeting, though agrees not to do so unless last minute cancellations become habitual.

7). Record Retention Policy

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

8). Limited Liability

Except as expressly provided in this Agreement, the Pastoral Coach 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 Pastoral Coach be liable to the Client for any direct, indirect, consequential, or special damages. Notwithstanding any damages that the Client may incur, the Pastoral Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Pastoral Coach under this agreement for all Pastoral Counseling services rendered.

9). Entire Agreement

This document reflects the entire agreement between the Pastoral Coach and the Client 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 Pastoral Coach and Client.

10). 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.

11). 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.

Client: _____ Date: _____

Pastoral Counselor: _____ Date: _____