



## Dr. Brian Hooper, LCPT #54

### PASTORAL COUNSELING AGREEMENT

This agreement (“Agreement”) for pastoral counseling between Dr. Brian Hooper (“Pastoral Counselor”) and \_\_\_\_\_ and \_\_\_\_\_ (“Counselee(s)”), shall govern the professional relationship between the parties.

#### A. LEGAL STATUS

Pastoral Counselor practices as a Licensed Clinical Pastoral Therapist in the state of Tennessee (Tennessee License: CPT#54) and is governed by the Tennessee State Board of Professional Counselors, Marriage and Family Therapists, and Clinical Pastoral Therapists.

#### B. PASTORAL COUNSELING

Pastoral Counseling utilizes the wisdom of the spiritual and religious traditions and the insights of counseling and psychological sciences to assist clients in mitigating personal and interpersonal distress and achieve greater psycho-spiritual integration and psychological well-being.

#### C. FEES

Each session is 50 minutes. The agreed upon fee for each session will be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Payment is due at the beginning of each session and accounts must be kept current in order to continue counseling. Upon payment, a receipt will be provided to the Counselee(s). Counselee(s) agree(s) and acknowledge(s) that Pastoral Counselor does not accept insurance and any matters of insurance reimbursement are between the Counselee(s) and his/her/their insurance company.

#### D. CANCELLATION POLICY

Counselee(s) are asked to maintain responsible relations regarding appointment times. The Counselee(s) agree(s) to reschedule 24 hours in advance of an appointment which he/she cannot keep. The Counselee(s) will notify the pastor by voice mail at 615.485.5923. during regular business hours when an appointment cannot be kept. **When a cancellation takes place with less than twenty-four (24) hours notice, Counselee(s) agree(s) to pay the full fee for the session.** Initial Here: X \_\_\_\_\_

#### E. CONFIDENTIALITY POLICY

All pastoral communications, records, and contacts with professional and support staff will be held in strict confidence. Information may be released, in accordance with state law, only when (1) the Counselee(s) sign(s) a written release of information indicating informed consent to such release; (2) the Counselee(s) express(es) serious intent to harm himself/herself or someone else; (3) there is evidence or reasonable suspicion of abuse against a minor child, elder person (sixty five years or older), or dependent adult; or (4) a subpoena or other court order is received directing the disclosure of information. Although it cannot be guaranteed, a serious attempt will be made to appraise Counselee(s) of all mandated disclosures. Counselee(s) with any concerns or questions about this policy agree to raise them with Pastoral Counselor at the earliest possible time to resolve them in the Counselee(s) best interest.

Case notes are taken in session by means of notes written on an electronic tablet with simultaneous aural recording. Once the notes are finalized following the counseling session, the aural recording is erased. Only the written notes, which may be transcribed by the counselor and not a transcribing service, are retained. Additionally, the HIPAA Patient Notification of Privacy, which you have received and acknowledged in a signed document also applies. Initial Here: X\_\_\_\_\_

#### F. WORK AGREEMENT

Please plan to arrive 10 minutes prior to your appointment so the session can begin on time. Counselee(s) agree(s) to make a good-faith effort at personal growth and to engage in the counseling process as an important priority at this time in his or her life (lives).

#### G. TERMINATION

Counselee(s) may terminate this counseling Agreement at any time for any reason subject to the payment provisions in Paragraph C, above. If counselee(s) decide(s) to terminate this agreement, Counselee(s) agree(s) to pay any amounts past due pursuant to this Agreement. Pastoral Counselor may also terminate the agreement on any grounds through oral or written communication. Upon termination, any past fees owed pursuant to this agreement will be due immediately.

#### H. MEDIATION, ARBITRATION, GOVERNING LAW

Pastoral Counselor and Counselee(s) agree to mediation of any disputes or claim arising between them out of this Agreement before resorting to arbitration or court action (except Small Claims Court). Mediation fees, if any, shall be divided equally between the parties. If any party commences an action in court based on a dispute or claim arising to which this Agreement applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney's fees, if they would otherwise be available in such an action. Pastoral Counselor and Counselee(s) agree that any dispute or claim in law arising between them out of this agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration as set forth herein. The parties have agreed to binding arbitration decided by a neutral arbitrator and are giving up any rights they may possess to litigate in court. This Agreement shall be governed by the laws of the State of Tennessee where permitted.

#### J. RISKS AND LIMITATION OF LIABILITY

Exploration of personal issues always poses the possibility of emotional discomfort such as, but not limited to, anxiety and depression. The Pastoral Counselor will not knowingly encourage the Counselee(s) to engage in personal issues for which the Counselee(s) is/are believed to be unprepared. Nevertheless, emotional and psychological risks remain as counseling is both an art and a science. The Pastoral Counselor will make every effort to "pace" the Counselee(s) readiness in the exploration of issues. The Counselee(s) agree(s) to hold the Pastoral Counselor harmless should emotional discomfort and psychological disturbance arise as a consequence of the counseling/self exploration experience. Pastoral Counselor makes no other representations, warranties, or guaranties, whether express or implied, except for those set forth in this Agreement in writing. Counselee(s) agree(s) that Pastoral Counselor shall not be liable to Counselee(s) or to third parties for any consequential, indirect, incidental, punitive, special or exemplary damages whatsoever arising out of this Agreement. Counselee(s) agree(s) that Pastoral Counselor's liability for monetary damages to Counselee(s) or to third parties shall in no way exceed the amount paid by Counselee(s) to Pastoral Counselor under this Agreement.

I/We, the undersigned Counselee(s), have read, discussed together with Dr. Hooper and fully understand this Agreement and the stated policies. I/We agree to honor these policies, and will respect one another's views and differences in their outworking. I/We have also agreed to an initial definition of counseling work and to the contribution to be made by the Counselee(s).

Counselee(s) signature(s)

\_\_\_\_\_ (Date): \_\_\_\_\_

\_\_\_\_\_ (Date): \_\_\_\_\_