

Agreement for Wellness Services

Definitions: All words and statements in this Agreement should be interpreted as written in simple, common language. The practitioner is referred to as “Practitioner” and “Practitioner’s”; you, the receiver of Practitioner’s services, are referred to as “Client” or “Client’s”; the term “Party” refers to the indicated party; the term “Parties” always refers to the both, the Practitioner and you, the Client, jointly; and, “PMA” refers to the Pastoral Medical Association.

WHEREAS The Parties to this Agreement share the belief that it is every person’s right to seek the counseling, associated wellness services and products of their choice; and relying further upon their rights to enter into private relationships and contracts of their own choosing;

AND WHEREAS, the Parties hereto desire that this Agreement shall establish a private contractual relationship between the Parties for the purposes stated under Section 2 below;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration, the adequacy and receipt of which is acknowledged;

IT IS HEREBY AGREED AS FOLLOWS:

1. **Exclusive Agreement:** The Parties acknowledge and agree that this Agreement is a contract that shall govern the Parties private relationship for counseling, associated wellness services and products as defined herein, and shall supersede any wellness or financial agreement for such same services written or oral; and, should any other agreement be executed between the Parties, now or later, for any service that is defined under this Agreement, and should any terms and conditions of any such other agreement(s) conflict with the terms and conditions herein, Parties agree that this agreement shall predominate and control.
2. **Services Provided:** Under this Agreement, Practitioner provides counseling and associated wellness services and products, that are solely intended to improve physical, mental and spiritual wellness; are provided in a ministerial based counselor-counselee private relationship; are not provided in a doctor-patient relationship; are not state-licensed counseling, medical, chiropractic or diet and nutrition services; do not include activities, products or substances that are regulated by governmental agencies; and, do not include diagnosing, treating or curing, or attempting to diagnose, treat or cure any illness or disease or condition, or otherwise that constitute the practice of medicine.
3. **Practitioner Agrees:** To voluntarily enter into the contractual private relationship formed by this Agreement; to carry out all responsibilities under this Agreement faithfully and to the best of Practitioner’s ability; to fully disclose Practitioner’s education and experience in the services to be provided, upon Client’s request; to use Practitioner’s best efforts to formulate a protocol to assist Client in achieving Client’s desired wellness goals; and, to deliver and perform counseling, associated wellness services and products, in an ethical and professional manner.
4. **Client Agrees:** and acknowledges that Practitioner is a ministerial provider and voluntarily enters into the contractual relationship formed by this Agreement to receive Practitioner’s services as defined under Section 2; to carry out all responsibilities under this Agreement faithfully and to the best of Client’s ability; to request all information Client deems necessary to

determine whether Practitioner's education, (that may or may not have been received from a governmental accredited university), services and cost are suitable to Client; to fully disclose to Practitioner all pertinent information requested to assist the Practitioner in helping client; to meet at the agreed appointment times and pay the agreed charges in a timely manner; and, that **it is Client's sole responsibility to seek appropriate medical advice** to assure that these non-state licensed, ministerial based counseling and associated wellness services and products are suitable for Client, **or to seek the appropriate medical care** in the event illness, disease or other adverse conditions are suspected, known or become suspected or known, before or while receiving Practitioner's services.

5. **No Warranty, Independent Practitioner and Indemnification:** Client acknowledges and agrees that Practitioner does not provide any guarantee, warranty or refund for counseling, or associated wellness services or products, or for the success of any counseling, service or product. Therefore, Client agrees to indemnify and hold Practitioner harmless for counseling, associated wellness services and products provided by Practitioner, or for Client's or another's failure to achieve desired wellness outcomes. Parties also acknowledge and agree that Practitioner is an independent practitioner and not an employee or agent of the PMA, and that Practitioner is solely responsible for Practitioner's actions, business, counseling, associated wellness services and products. Therefore, Parties hereby agree to indemnify and hold PMA harmless for any and all claims or actions, counseling, wellness services or products provided by Practitioner, or on the failure of the Client or another under Client's charge to achieve desired wellness outcomes.

6. **Records and Confidentiality:** The Parties acknowledge and agree that any records that may be maintained by Practitioner are ministerial based private counseling and wellness records and not medical records. Therefore, the Parties agree that such records may not in any case be released as medical records. Practitioner further agrees that Client's records are confidential and the content of such records may not be divulged by Practitioner to any other Party; except at the request of Client to release records of Client or another in Client's charge; or in accordance with Practitioner's own policy wherein proper reporting may be made in the event Practitioner believes any person is at risk of harm, or has been harmed, or as may be required in the jurisdiction where services are provided.

7. **Complaints and Grievances.** The Parties acknowledge and agree that both shall use their best efforts to resolve any complaint, grievance or dispute privately in accordance with the terms and conditions hereunder, and that if private resolution fails, that the sole recourse shall be resolution through arbitration by a qualified arbitrator mutually agreed upon by the Parties. It is further understood and agreed that decisions pursuant to arbitration shall be final and binding on the Parties and that Jurisdiction for enforcement of arbitration decisions shall be the state or jurisdiction where services were or are provided.

8. **Limit to Recourse:** Parties agree that recovery to the prevailing Party pursuant to any action brought under this Agreement, shall be in accordance with the terms and conditions hereunder, and whether through private resolution or arbitration, shall be limited to the actual provable amount, plus reimbursement of expenses incurred to enforce this Agreement. For purposes of this agreement, actual provable amount is defined as *the recorded total dollars expended or due from Client to Practitioner, or due to Practitioner from Client.*

9. **Term, Termination and Survival:** This Agreement shall become effective when signed below and shall continue in effect until terminated by either Party, by Notice as specified under Section 13. Upon termination by either Party, Indebtedness of Client to Practitioner for services not yet received shall cease on that date. Termination shall not relieve the Parties from any debt incurred for counseling, services or products agreed and rendered prior to termination, or from any terms, conditions, agreements, responsibilities or indemnifications (as provided in Section 5), hereunder, and those terms, conditions, agreements, debts, responsibilities and indemnifications shall survive any termination.

10. **Amendments:** Any amendment to this Agreement must be in writing and signed by both Parties. Parties understand and agree that Section 5 herein regarding Indemnification of the PMA, may not be waived, modified or otherwise altered.

11. **Severability:** In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. **Capacity to Contract.** Parties represent that each is of legal adult age and have the capacity to understand, execute and perform according to the terms of this Agreement. If any services under this Agreement are to be provided to a minor person under legal consenting age, said minor's name shall be written below with Client's name and signature, and Client hereby attest that Client is the legal guardian of said minor with full authority to make counseling and associated service or product decisions for such minor person.

13. **Notices:** All notices, requests, consents, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, on the date of transmittal of services via facsimile or electronic mail to the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail.

_____	_____	_____
Practitioner Name	Date	Practitioner Signature

_____	_____	_____
Client Name	Date	Client Signature

_____	_____	_____
Witness Name	Date	Witness Signature