



9595 La Jolla Shores Drive  
La Jolla, CA 92037-1140  
(858) 453-0561

### Counseling Agreement

This agreement for pastoral counseling between Brian Hooper, M. Div., M.S., Psy.D. and \_\_\_\_\_ and \_\_\_\_\_, shall govern all professional relation between parties.  
*Counselee* and *Counselee*

#### A. THE PASTORAL COUNSELOR

The pastoral counselor is Dr. Brian Hooper. He is an ordained Minister of the Lutheran Church, Missouri Synod. He has academic degrees in theology (Master of Divinity) and psychology (Master of Science and Doctor of Psychology) and is a Fellow of the American Association of Pastoral Counselors – a designation that required, in part, over 1,300 hours of clinical supervision in pastoral counseling.

In the State of California he offers pastoral counseling in accordance with Section 2908 of the Business and Professions Code of the State of California. He is not a Licensed Psychologist, Clinical Social Worker, or Marriage and Family Therapist. Further, when requested by the client, the use of hypnotherapy is likewise practiced under Section 2908 of the Business and Professions Code and in accordance with 2053.6 of the Business and Professions Code which necessitates a further document be signed: see Pastoral Counseling Agreement Re: Use of Hypnosis. (Note: California has no provision for Licensed Clinical Pastoral Therapists). X\_\_\_\_\_

In the State of Tennessee he practices as a Licensed Clinical Pastoral Therapist (Tenn. Lic. # LCPT54) and is governed by the Tenn. State Board of Professional Counselors, Marriage and Family Therapists, and Clinical Pastoral Therapists.

#### B. PASTORAL COUNSELING

Pastoral Counseling at University Lutheran Church is confidential counseling by one trained and experienced in both pastoral and counseling ministry.

#### C. FEES

The agreed upon fee for each session will be \$ \_\_\_\_\_ per fifty minute session. On occasion, at the discretion of the counselor, the session may be extended at no additional cost. A receipt will be provided the client. However, matters of insurance reimbursement are between the client and his/her insurance company.

#### D. CANCELLATION POLICY

*Counselee(s)* are asked to maintain responsible relations regarding appointment times. The *Counselee(s)* agrees to reschedule 24 hours in advance of an appointment which he/she cannot keep. The *Counselee(s)* will notify the pastor by voice mail 619-846-7073 during business hours when an appointment cannot be kept. **When a cancellation takes place with less than 24 hours notice, the client agrees to pay the full fee for the session.** 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)* signs a written release of information indicating informed consent to such release: (2) the *Counselee(s)* expresses 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 their counselor at the earliest possible time to resolve them in the *Counselee(s)* best interest.

F. WORK AGREEMENT

It is agree that the *counselee(s)* shall make a good-faith effort at personal growth and 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. If counselee(s) decides to terminate this agreement, counselee(s) agrees to pay any amounts past due pursuant to this agreement. The 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

The 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.

I. ARBITRATION OF DISPUTES

The 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 neutral, binding arbitration as set forth herein. The arbitration shall be conducted in accordance with California Code of Civil Procedure section 1282, *et seq.*, Part III. The parties have agreed to have an arbitration decided by a neutral arbitrator and are giving up any rights they may possess to litigate in court.

J. RISKS

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 client to engage personal issues for which the client is believed to be unprepared; nevertheless, emotional and psychological risks remain as counseling is both art and science. The counselor will make every effort to “pace” the client’s readiness in the exploration of issues. Likewise, the client agrees to hold the counselor, adhering to standard of care practice, not responsible should emotional discomfort and psychological disturbance arise as a consequence of the counseling/self exploration experience.

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Agreement:

We, the undersigned pastoral counselor and *counselee(s)*, have read, discussed together and fully understand this agreement and the stated policies. We agree to honor these policies, and will respect one another’s views and differences in their outworking. We have also agreed to an initial definition of counseling work and to the contribution to be made by the client.

Counselee(s) signature(s)

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

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

Pastoral Counselor’s signature

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