

Please Read Carefully

Thank you for your interest in receiving assistance from the below named Practitioner of Pastoral Science & Medicine.

The Practitioner is a member of the Pastoral Medical Association*(PMA) and is required to provide certain disclosures to you and to provide assistance only when the Practitioner and you have signed the Agreement below providing specific terms and conditions of your relationship as a Client of the Practitioner. This Agreement below meets these requirements.

In the Agreement below, your Practitioner is referred to as "Practitioner"; you are referred to as "Client"; the term "Party" refers to an indicated party to the Agreement; and the term "Parties" refers to your Practitioner and you jointly.

Please read this Agreement carefully and indicate your acceptance of its terms by signing at the bottom of this document.

Agreement for Wellness Services

WHEREAS the Parties to this Agreement share the belief that it is every person's God-given right to seek healthcare and wellness services that are consistent with a person's ethical and religious convictions; and relying further upon their rights protected by the U.S. Constitution to enter into private relationships and contracts of their own choosing;

AND WHEREAS, the Parties hereto desire that this Agreement establish a private association relationship between them for the purpose gaining the benefits and undertaking the responsibilities related to following and using spiritually-based natural health and wellness principles and practices free from secular governmental influence, regulation and control;

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 are acknowledged; and based on the belief, rights and for the purpose indicated above, **IT IS HEREBY AGREED AS FOLLOWS:**

1. **Exclusive Agreement:** Parties acknowledge and agree that this Agreement shall govern the Parties' relationship as described below and shall supersede any other agreement between the Parties, written or oral, that is contrary to the terms and conditions hereof.

Additional agreements relating to and specifying membership, cost, type service, length of service and product related matters may be formed between Practitioner and Client as long as nothing therein conflicts with the terms and conditions of this Agreement and should such conflict occur, the terms and conditions of this Agreement shall predominate and control.

2. **Practitioner Agrees.** In providing Pastoral Science & Medicine services to Client, Practitioner agrees to maintain Practitioner's PMA license in good standing and to notify Client if the license is not maintained in good standing at any time during the Agreement term; to fully disclose upon Client's request Practitioner's education and experience in the services to be provided; to use Practitioner's best efforts to formulate a wellness protocol to assist Client in achieving Client's desired health goals and to deliver and perform services in an ethical and professional manner in compliance with PMA license standards.

3. **Client Agrees:** In accepting Practitioner's services, Client agrees to request all information Client deems necessary to determine whether Practitioner is suitable for Client, considering Practitioner's education, experience, services to be provided and cost; to fully disclose to Practitioner all pertinent information requested to assist Practitioner in developing a wellness protocol for Client; to meet at the agreed appointment times and pay timely the agreed charges; and to faithfully follow the wellness protocol with changes only as mutually agreed by the Parties.

4. **Services Provided.** Pastoral Science & Medicine services offered by Practitioner to Client are provided within and pursuant to the private contractual and association relationship formed by this Agreement. The Parties acknowledged that such services may involve Practitioner learning and/or Client revealing to Practitioner intimate personal information about Client's health and lifestyle; and Practitioner agrees that such intimate personal information shall be considered and treated as absolutely confidential.

For purposes of this Agreement, Pastoral Science & Medicine services are defined as natural health and wellness therapies, products and services that are not in conflict with scripture and that are solely intended to improve physical, mental and spiritual health. Pastoral Science & Medicine services are not state licensed medical services; are not provided in a conventional doctor-patient relationship; do not include activities or substances that are regulated by governmental agencies; and while Pastoral Science & Medicine services may be provided to improve health as an adjunct to medical care, such services do not include diagnosing or curing or treating, or attempting to diagnose, treat or cure, any illness or disease or constitute the conventional practice of medicine. Therefore, in the event illness or disease is suspected, known or becomes suspected or known while Client is receiving Pastoral Science & Medicine assistance; it is Client's sole responsibility to seek appropriate medical care in place of or as an adjunct to the services provided by Practitioner.

5. **Indemnification:** Client acknowledges and agrees that Client may or may not achieve Client's health and wellness goals from the natural protocols and/or products suggested and/or provided by the Practitioner in spite of Parties' best efforts. It is understood that no system of wellness, including Pastoral Science & Medicine, can guarantee results because there are simply too many variables involved influencing health recovery.

Accordingly, Client acknowledges that Practitioner does not provide any guarantee or warranty as to the success of any suggestions, protocols or products provided by Practitioner; and Client further agrees that, in the absence of evidence of negligence or intentional wrongdoing on the part of Practitioner, Client's failure to achieve Client's health and wellness goals is not actionable under this Agreement. Therefore, Client hereby agrees to indemnify and hold Practitioner harmless for any claim or action based on Client's failure to achieve Client's desired health and wellness goals as a results of following Practitioner's advice or provided protocols.

6. Independent Practitioner. Practitioner and Client acknowledge and agree that Practitioner is an independent health professional and not an employee, contractor or representative of the Pastoral Medical Association*, and that Practitioner is solely responsible for Practitioner's actions, suggestions, services and/or products. Practitioner and Client further acknowledge and agree that the Pastoral Medical Association does not have, incur or accept any responsibility or liability for Practitioner's actions, suggestions, services and/or products, or in any manner guarantee or promise Client's overall success or any particular results in following Practitioner's advice or accepting Practitioner's services pursuant to this Agreement. Therefore, Practitioner and Client hereby agree to indemnify and hold the Pastoral Medical Association harmless for any claim or action based on the parties entering into this Agreement for Wellness Services, or on the advice or services provided by Practitioner to the Client, or on the failure of the Client to achieve desired health outcomes.

In this regard, the Parties hereto also agree that the Pastoral Medical Association is a third-party beneficiary of this Agreement and that this provision No. 6 relating non-responsibility and indemnification of the Pastoral Medical Association is binding on the Parties and may not be modified without the specific prior written consent of the Pastoral Medical Association.

7. Records and Confidentiality: The Parties acknowledge and agree that Client's records provided to or maintained by Practitioner are privileged ministerial communications and not medical records. Therefore, Parties agree that such records may not in any case be released as medical records. Client is entitled to a copy of Client's records but any other release must be in compliance with standards for ministerial records in the jurisdiction where services are provided. The Parties further acknowledge and agree that ministerial communications are confidential and the content of such communication may not be divulged by Practitioner to any other party, except in accordance with Practitioner's own policy wherein proper reporting may be made in the event any person is at risk of harm, or has been harmed, or as may be required in the jurisdiction where services are provided.

8. Complaints and Grievances. The Parties acknowledge and agree that complaints and grievances shall be managed as follows: Complaints against Practitioner for suspected unprofessional conduct including providing services outside the scope of Practitioner's PMA license shall be reported to the Pastoral Medical Association (call 866-206-8469, or visit PMA's website at www.pmai.us), and shall be addressed and resolved through PMA's ecclesiastical process.

For all other complaints, disagreements and grievances, Parties agree to use their best efforts to resolve their dispute privately and if that fails, the sole recourse shall be resolution through arbitration, and the decision pursuant to arbitration shall be final and binding. Arbitration may be sought through the National Center for Life and Liberty at www.ncll.org or through an arbitrator mutually agreed upon by the Parties. Jurisdiction for enforcement of arbitration decisions shall be the state/jurisdiction where services were/are provided.

9. Complaint Prohibition and Penalty: The Parties understand and agree that the Pastoral Science & Medicine services provided by Practitioner are not regulated by governmental entities and that complaint provisions of Section 8 above provide Parties a fair and impartial path to resolution of any disputes. The Parties further agree that they have read, understood and entered this Agreement voluntarily; and that they will defend this Agreement and their rights to contract privately for Pastoral Science & Medicine services without outside interference.

In view of this, the Parties also agree to pursue relief and resolve any disputes between them only in the manner provided by Section 8 of this Agreement above and not to file any verbal, recorded or written complaint, grievance or lawsuit with any individual, agency, court, state board, better business bureau, newspaper or social media forum, blog or any other public or private medium, not specifically authorized by Section 8. Upon presentment of reasonable evidence that one of the Parties has violated this prohibition, the offending Party agrees to pay the other Party \$500 penalty for each separate breach of this provision, and to reimburse any expenses incurred by the offended Party as a result of such breach.

10. Limit to Recourse: Aside from the agreed contractual penalty provided under Section 9 above, the Parties agree that, absent evidence of negligent or intentional wrong doing on the part of the Practitioner causing mental or physical injury to the Client, recovery to the prevailing Party pursuant to any action brought under this Agreement, whether through private settlement or arbitration, shall be limited to the complaining Party's actual provable loss. Actual provable loss is defined as the total dollars expended by Client or due to Practitioner for services and products rendered, in addition to expenses incurred by an offended Party pursuant to Section 9 above if applicable. The prevailing Party shall also be entitled to reimbursement of arbitration costs.

11. Separation of Practices. In the event that Practitioner holds a state issued license as a healthcare provider in the state where the Client is receiving services from Practitioner, Client acknowledges and understands that the ecclesiastical Pastoral Science & Medicine services being offered and accepted from the Practitioner under the terms of this Agreement are totally separate and distinct from any services the Practitioner may offer and provide under Practitioner's state licensed practice. Client agrees that this is an important distinction, that Client has been giving the opportunity to discuss the difference between such services with Practitioner and have any questions answered, and that Client is clear about, understands and not confused by the distinction and separation of such services.

12. Term, Termination and Survival. This Agreement shall become effective when signed below and shall continue in effect until terminated. Either Party may terminate this Agreement at-will with thirty (30) day's written

notice to the other Party. Termination shall not relieve the Parties from any debt or liability incurred hereunder while the Agreement was active; and all terms and conditions of this Agreement intended to protect the Parties and their records and regulate disputes, grievances or complaints between them shall survive any termination.

13. **Amendments.** Any amendment to this Agreement must be in writing and signed by both Parties.

14. **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.

Also, for the purpose of protecting the rights of the Parties hereto and notifying the Pastoral Medical Association that the undersigned Practitioner and Client have entered into this Agreement, agreeing specifically that any complaints against Practitioner for suspected unprofessional conduct including providing services outside the scope of Practitioner's PMA license shall be reported to the PMA and addressed and resolved through PMA's ecclesiastical process; the Parties agree that Client will be registered as a member of PMA's Health Network at the time of signing of this Agreement. If for whatever reason the Parties are unable to register Client with the PMA when executing this Agreement, Client hereby requests and authorizes Practitioner to register Client as a member of PMA's Health Network for the purpose indicated.

15. **Successors and Assigns.** This Agreement will inure to the benefit of, and be binding upon, the heirs, successors and assigns of the respective Parties.

16. **Severability.** If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby.

17. **Headings.** Headings used herein are for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on this ___ day of _____, 20__.

Client Name: Phone: Signature:

Address: _____

Email: _____

Practitioner Name: Phone: Signature:

Address: _____

Email: _____

* For inquiries about Practitioner's PMA License status or to file a complaint with PMA, contact;

Pastoral Medical Association
6565 N. MacArthur Blvd., Unit 225,
Irving, Texas
Email: staff@pmai.us
Phone: U.S. & Canada: 866-206-8469

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PMA Sept. 2016