

Consent to Counsel

Please read this form carefully. You will be signing to confirm you understand and agree to it. If you want or need separate counsel (legal or otherwise), you may obtain it prior to signing this document and participating in counseling.

On the date set forth below, it is agreed that Grace Church of Orange ("Counselors") will provide biblical counseling services to _____ ("Counselee")

Biblical Counseling: This is a ministry of the gospel of Jesus Christ and is part of the Counselor's practice of religion. You have indicated you are voluntarily seeking religious guidance (biblical counseling) from one or more Christian biblical counselors as part of Counselee's practice or pursuit of religion. Counselee's testimony or evangelistic precounseling will establish that the Counselee is a candidate for the end goal of biblical counseling. The end goal is to help people become more and more like Jesus Christ in attitude, thought, and action. Counselors' goals in providing counseling are to help Counselee to know the God of the Bible more fully and vitally and to live life in a more God-honoring way. This includes, but is not limited to, providing biblical counsel to assist in meeting the challenges of life; increasing in true worship; applying the gospel and God's sufficiency daily; shedding the sin that so easily entangles; learning to develop, cultivate, and live in relationships that please God; giving thanks to God in all circumstances; living in a community with other believers through participation in a local church; and learning to rely on the Holy Spirit for power and direction through prayer and Bible study. Although the biblical advice Counselors provide is intended to be practical, it is entirely your decision how to (and whether to) implement that advice. Counselor wants to help Counselee love God and love others through this process. By signing below, you are specifically agreeing to such counsel and are affirmatively asking for biblical counsel to be provided. As stated above, counsel will be given from our deeply held Christian, religious beliefs of the Bible, and this counseling is part of our practice of religion.

Biblical Basis: We believe the Holy Scriptures (the Bible) provide sufficient guidance and instruction for faith and life. Therefore, our counseling is based on scriptural (biblical) principles rather than those of secular psychology or psychiatry. Although some of Grace Church of Orange's Counselors may be licensed or certified as: psychotherapists, psychologists, psychiatrists, mental health professionals, marriage and family therapists, social workers, medical doctors, CPAs or attorneys, they are not acting in such capacities as your Counselor. I acknowledge I am not seeking his or her mental health, medical, accounting or legal advice or relying on his or her secular counsel to make any decisions in any aspect of this counseling relationship.

Professional Advice, Etc.: We do not provide legal, tax, medical, financial, or other technical or professional (non-psychological) advice. Counselor undertakes no duty to recognize or opine when such advice is needed. We are not responsible and shall not be liable for any physical, mental, or medical condition of any counselee, whether such condition is affected by the counseling process or counsel provided. No professional-client or fiduciary relationship is created between the Counselee and Counselor. The parties recognize the Counselors may have training in matters and/or employment beyond the scope of biblical counseling. However, the Counselors are not acting in that other capacity on behalf of the Counselee. Although we may take into consideration any applicable laws that you bring to our attention, it is intended Holy Scriptures (the Bible) shall be the supreme authority governing every aspect of the counseling process. Failure of the Counselor to interpret or apply the Bible in any particular way shall not subject the Counselor or any church the Counselors are affiliated with ("Church") to liability or give rise to complaint by any party. There shall be no legal or other liability that attaches to any Counselor or the Church for any advice, methods, conduct, or any act or omission related in any way to the services provided. You acknowledge you are voluntarily seeking this counsel (free from coercion, duress, or pressure).

Confidentiality: Confidentiality is conditional. Confidentiality is an important aspect of the counseling process, and we intend to guard the information you entrust to us. However, absolute confidentiality is not scriptural in all circumstances. There are several situations when it may be necessary or prudent (as determined by us in our sole discretion) for us to share the information you disclose to us with others and/or to take protective measures. These circumstances may include, but are not limited to, when:

- (1) We are uncertain how to address a particular problem and need to seek advice from another pastor, or counselor (Proverbs 11:14; 24:6).
- (2) There is a concern that someone is being or may be harmed unless other persons or protective services intervene (Romans 13:1-7).
- (3) When Counselee expresses clear and specific suicidal intent, Counselor may take reasonable measures for the safety of the Counselee. Reasonable measures may include notifying police if the Counselee will not cooperate to involve him or herself in a watch-care program or facility.
- (4) If Counselor has reasonable cause to believe that an adult needs protective services, Counselor may take reasonable measures to prevent harm. Reasonable measures may include directly advising the potential victim of a threat or intent and/or informing the appropriate protective and/or law enforcement agencies.
- (5) If there is a claim of, the observance of, or clear reasonable cause to suspect the physical or sexual abuse of a child with whom Counselor comes into contact or who is associated with someone to whom Counselor is in contact or who is associated with someone to whom Counselor is in contact with, reasonable measures may be taken to ensure the child's protection and/or to fulfill the legal mandate to report such harm to the appropriate governmental protection authorities.
- (6) When Counselor becomes aware of any other criminal activity Counselee is engaged in and Counselee refuses to bring their conduct to the attention of the appropriate biblical and/or legal authorities.
- (7) When counseling someone who is under familial authority (e.g., wife to husband, child to parent) and if deemed safe by Counselor, Counselor may encourage Counselee to inform Counselee's familial authority of crucial issues and/or Counselor may directly inform the familial authority (Ephesians 5:22-6:4).
- (8) A person refuses to renounce a particular sin and/or refuses to confess it to those impacted, Counselor may, in Counselor's discretion, seek the assistance of a trusted member or leader of any involved church to encourage repentance and/or reconciliation (Proverbs 15:22; 24:11; Matthew 18:15-20).
- (9) When Counselor deems it appropriate or necessary to discuss information with a training observer or an assisting advocate who is involved in observing counseling.
- (10) When Counselee makes a complaint against Counselor(s), an ACBC Counselor, or a biblical counseling center or other related organization, handling it biblically may involve sharing information with an assisting local church shepherd and/or the appropriate person(s) within the ACBC organization for complaint resolution purposes.
- (11) When Counselee informs Counselor of a medical diagnosis or treatment that may impact their thinking and/or actions, and Counselee consents to Counselor discussing their medical diagnoses, prescription medications and/or treatments, and prognoses with Counselee's health care provider(s).

Please be assured that Counselors strongly prefer not to disclose your personal information to others (if not needed), and they will make every effort to help you find ways to resolve a problem as privately as possible.

Liability: It is intended that the Holy Scriptures (the Bible) shall be the authority governing the counseling process, and that God's glory is the ultimate goal. However, failure of the Counselor to interpret or apply the Bible in any particular way shall not subject the Counselors to liability or give rise to complaint by anyone. There shall be no legal or other liability that attaches to Counselors, or any related institution or person for any advice, methods, conduct, or any act or omission **related in any way to the service that is provided**, and Counselee acknowledges that Counselee is voluntarily seeking this counsel (free from coercion, duress, or pressure), with a full understanding of the nature, purposes, and effect of this agreement.

Termination: At any time and for any reason, the counselor (as well as the counselee) may terminate counseling. However, termination of counseling will not preclude the counselor from making the disclosures set forth above (in the paragraph entitled, "Confidentiality") if deemed appropriate by the counselor, or if compelled by other legal means. Although it is understood that we may (but are not required to) keep records of sessions and their subject matter, it is expressly agreed that we may destroy any and all such records of any counseling sessions or issues at any time that

we deem appropriate, without incurring any liability.

Resolution of Conflicts: If a conflict may develop between a Counselor and a Counselee. In order to make sure any such conflicts will be resolved in a biblically faithful manner (the Bible prohibits lawsuits in court among believers; 1 Cor. 6:1-8), we require all Counselees to agree any dispute that arises with a Counselor or with any person or entity associated with the Counselor and related in any way to his/her biblical counsel, will be resolved in the following manner:

First, the parties agree to participate in biblical mediation to be conducted by an individual (or individuals) agreed upon by the parties or, if no agreement is reached, then by a pastor or elder from Grace Church of Orange, Orange, CA), or, if one is not available, by a Christian, biblical mediator who is certified by Peacemaker Ministries and/or by the Association of Certified Biblical Counselors. The parties agree to participate in and mediate in good faith.

Second, if mediation is unsuccessful, the parties will submit their dispute to legally binding arbitration in accordance with the Rules of Procedure of the Institute for Christian Conciliation/Christian Arbitration & Mediation Services and to be conducted in Orange County, California. Initially, the parties shall split the cost of the arbitration equally between the two sides.

Since this counseling is voluntary and not for compensation, Counselee waives all rights to special and consequential damages of any nature and waives all claims for negligence arising out of any act or omission of the Counselor or anyone working with him/her. This agreement and the issues raised in counseling are not matters of public interest; they are private and relate to personal faith and Scripture. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. Each party will be responsible for his/her own attorneys' fees, although the prevailing party in any such arbitration shall recover his/her arbitration costs (not attorneys' fees). The determination of "prevailing party" shall be made by the conciliator/arbitrator after taking the circumstances and claims into consideration. This entire agreement shall be binding upon the Counselee and his/her family members, assigns, and heirs.

The Parties agree to permit the use of electronic signature technology, to expedite execution of this Agreement, pursuant to Cal. Civ. Code Section 1633.7 and the U.S. E-SIGN Act of 2000, and such signatures shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

BY SIGNING THIS DOCUMENT, YOU ARE IRREVOCABLY WAIVING ANY RIGHT THAT YOU MIGHT HAVE TO A TRIAL BY JURY OR JUDGE IN A JUDICIAL PROCEEDING.

If any provision of this agreement shall be held invalid, illegal, or unenforceable, only that provision shall be stricken, and the remainder of the agreement shall be in no way affected.

All of the above is understood and agreed.

Name:

Date:

Signature: