

## **Consent to Biblical Counsel/Discipleship**

On the date set forth below, it is agreed that a counselor and/or pastor through the Biblical Counseling Center of Maui will provide counseling services to \_\_\_\_\_ on the following terms and conditions:

**Biblical counseling:** This is a ministry of the gospel of Jesus Christ and is part of Counselor's practice of religion. Counselee has indicated that Counselee is a Christian and/or is voluntarily seeking religious guidance (biblical counseling) from Counselor, as a 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, which is to help Christians become more like Jesus Christ in attitude, thought, and action. Counselor's 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 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 of 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 Counselor provides is intended to be practical, it is entirely Counselee's decision how to (and whether to) implement that advice. Counselor wants to help Counselee love God and love others through this process.

**Biblical Basis:** Counselor believes that the Bible provides sufficient guidance and instruction for faith and life. Therefore, counseling is based on biblical principles rather than those of secular psychology or psychiatry. Counselor is not licensed or certified as a psychotherapist, psychologist, psychiatrist, mental health professional, marriage and family therapist, or social worker, and is not acting in such capacities. If Counselee is unwilling to use the Bible as the final authority in counseling or is unwilling to do the homework assigned, Counselee should not proceed with this counseling.

**Professional advice:** Counselor is not providing legal, tax, financial, medical, or other technical or professional advice, and Counselor undertakes no duty to recognize or opine when such advice is actually needed, and the parties further agree that no fiduciary or professional client relationship is being created between Counselor and Counselee as a result of this relationship.

While the counselee may provide remuneration, for the ministerial services provided pursuant to this agreement, such remuneration does not change this relationship from a religious to a "professional" or "fiduciary" relationship.

**Confidentiality:** Confidentiality is conditional. Although confidentiality is often one aspect of the counseling process and Counselor intends to guard the information received from the Counselee, there are a number of situations when it may be necessary or prudent (as determined in Counselor's sole discretion) for Counselor to share information with others. Counselee agrees that Counselor may share information in at least the following circumstances:

- When Counselor is uncertain how to address a problem and needs to seek the advice from a pastor, supervising counselor, or educator (Proverbs 11:14; 24:6).
- When there is a concern that someone is being or may be harmed unless other persons or protective services intervene (Romans 13:1-7).
- When Counselee expresses clear and specific suicidal intent, Counselor may take reasonable measures for the safety of 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.
- If Counselor has reasonable cause to believe that an adult is in need of 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.
- 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 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 agencies.
- When Counselor becomes aware of any other criminal activity Counselee is engaged in and Counselee refuses to bring to the appropriate biblical and/or legal authorities.
- 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 critical issues and/or Counselor may inform the familial authority (Ephesians 5:22-6:4).
- When 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).
- When Counselor deems it appropriate or necessary to discuss information with a training observer or an assisting advocate who is involved or observing counseling.
- When Counselee makes a complaint against Counselor, 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.

Please be assured that our 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 Counselor to interpret or apply the Bible in any particular way shall not subject the Counselor to liability or give rise to complaint by anyone. There shall be no legal or other liability that attaches to Counselor 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, purpose, and effect of this agreement.

**Termination:** At any time and for any reason, Counselor or Counselee may terminate counseling. However, termination will not preclude Counselor from making the disclosures set forth above if deemed appropriate by Counselor, or if compelled by other legal means. Counselor is not required to keep records, but if records are made, they are the sole property of Counselor and they may destroy any such records without incurring liability.

**Resolution of Conflict:** On rare occasions, a conflict may develop between a Counselor and a Counselee. In order to make sure that any such conflicts will be resolved in a biblically faithful manner (the Bible prohibits lawsuits in court among believers; 1 Corinthians 6:1-8), the parties agree that if a conflict arises, the conflict will be resolved according to the ACBC dispute resolution proceedings, which are then operative. That conflict resolution policy may be found at <https://biblicalcounseling.com/acbc-member-complaint-case-policy/>.

*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.

By signing below, the parties agree to the terms and conditions set forth in this document and acknowledge that Counselor would not enter into this counseling relationship without each term set forth above.

All of the above is understood and agreed:

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Parent/guardian Signature (if counselee is under 18): \_\_\_\_\_

Dated: \_\_\_\_\_