



CONFIDENTIALITY in PRAYER MINISTRY

“CONFIDENTIALITY”...

... shall herein be defined and understood to be “a fundamental, moral and legal right to privacy and to have a wide range of personal thoughts, opinions, beliefs and behaviors that are protected from public knowledge” (American Association of Christian Counselors, Code of Ethics, ES1-400, 2014).

As a Prayer Ministry Recipient, you likely have a basic assumption and expectation that whatever is discussed and/or revealed by you or by the Holy Spirit about you [including Family of Origin, Spouse, Extended Family (including In-Laws), Children, Friends, fellow church members (including your Pastor(s) and Elders), Sunday School Teachers, Study/Fellowship Group leaders, neighbors, co-workers (including superiors), place of employment, personal ministry/volunteer roles, organizations you support in donation of time, materials, money, or efforts; social media spheres] during your Prayer Ministry session be kept a “secret” and not discussed, shared, posted, written about, gossiped about, or any other way disseminated once the Prayer Ministry session has ended - as determined by your physical departure from the Prayer Ministry Session.

These are reasonable expectations, but some caveats exist:

- Prayer Ministry is not governed by any Legal Entity whatsoever, and therefore, no law mandating confidentiality around Prayer Ministry exists. Therefore, the Prayer Recipient must calculate the risk involved that those serving as Prayer Ministers may lack maturity, wisdom, or discretion and may become guilty of indiscretion, gossip, and other signs of immaturity.
- As **RESCUE** is founded by **Lance Clark, MA, LCMHC, BC-TMH, QS** – a Licensed Professional Counselor by the State of North Carolina – and as your Prayer Session may have him present...
 - ...should any mental or physical health emergency arise during your Prayer Session, the State of North Carolina would likely hold the expectation that the Laws and Ethics governing Licensed Professional Counseling be abided by (even though you are receiving Prayer Ministry and not Professional Counseling).
 - Not only would this expectation by the State of North Carolina be out of concern for the Prayer Recipient regarding beneficence (actions taken for the benefit of others) and avoiding maleficence (a harmful or evil act), but also out of the reasonable expectation that the North Carolina State-Mandated Reporting Laws be abided by.

The North Carolina Mandated Reporter Laws require anyone (whether acting in an official capacity or not) to make a report to the local county Department of Health and Human Services any “cause to suspect” that children, elderly persons, or disabled persons are being abused, neglected, or abandoned; there is NOT a burden of proof, only “cause to suspect”

HOWEVER, exceptions to Confidentiality do exist!

These exceptions include, but are not limited to, the following situations:

- a) I learn that you are a threat to harm yourself or others
- b) I learn that you are involved in the abuse, neglect, or exploitation of a child, elderly, or disabled person or a patient in a mental health facility
- c) I learn that you are infected with a potentially life-threatening illness that could be transmitted to a specific uninformed person
- d) You disclose sexual contact with another mental health professional with whom you had a professional therapeutic relationship, in which case I must file a complaint against the professional; you have a right to confidentiality in the filing of the complaint
- e) You bring a negligence suit against **RESCUE, Clark Christian Counseling, PLLC, or Lance Clark, MA, LCMHC, BC-TMH, QS**
- f) I am ordered by a court to disclose information
- g) There is involvement of a DSS worker or *guardian ad litem*
- h) There is a request for information from the parent of a minor child
- i) I am otherwise required by law to disclose information.

I VOLUNTARILY SIGN MY NAME EVIDENCING MY UNDERSTANDING AND ACCEPTANCE OF THE TERMS OF CONFIDENTIALITY OUTLINED IN THIS DOCUMENT AND, BY SIGNING BELOW, ASSUME ALL RISKS OF MY PERSONAL INFORMATION BEING BROADCAST WITHOUT MY WILL OR KNOWLEDGE.

YOUR SIGNATURE INDICATES ACCEPTANCE to ASSUME ALL RISKS stated herein of these terms relating to receiving PRAYER MINISTRY from RESCUE for a PERIOD OF ONE (1) YEAR from the DATE you indicate below OR until a Date you determine HERE:

Date _____

(SIGNATURE of Prayer Recipient)

(CONFIRMS AGREEMENT to ASSUME ALL RISK for up to one year from this Date)

(PRINTED NAME of Prayer Recipient)