



Healing Hearts • Restoring Relationships • Liberating Lives

## Conciliation Services Agreement

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Thank you for your interest in biblical conciliation. Our goal is to help you resolve your conflict in a cooperative rather than an adversarial manner. The conciliation process is based on biblical principles that promote understanding, personal responsibility, justice, and reconciliation.

**Filing Fee and Conflict Coaching** – Wellspring Christian Counseling (“Wellspring”) provides services associated with opening and administrating your case file and coaching the parties in dispute prior to the conciliation process. A non-refundable filing fee and a refundable Conflict Coaching Retainer are required to open a case and begin the conciliation process.

**Fees** -- The fee for conciliation services varies depending on the conciliators involved and the services provided. If you have limited income or are faced with unusual financial hardship, you may request a payment plan or fee adjustment. In some cases services are provided on a flat rate basis. In most cases services are provided pursuant to a retainer agreement. If this matter proceeds to mediation or arbitration a detailed fee agreement will be provided to you for your review and signature.

**Biblical Basis** -- We believe that the Bible provides thorough guidance and instruction for faith and life. Therefore, we base our services on scriptural principles rather than those of secular psychology or psychiatry. (For a description of the principles we embrace, see Question 20 of *Part I – Frequently Asked Questions & Introduction to Christian Conciliation*.<sup>1</sup>)

**Not Legal Representation or Professional Counseling** -- Christian conciliation may be used to resolve legal disputes and to deal with personal issues. Even so, conciliators do not provide people with the kind of legal advice and advocacy or counseling services they would obtain if they hired an attorney or professional counselor. Instead of representing one person against another or providing counseling to one party or another, we work with and for all the people in a dispute to help them reach a mutually satisfactory agreement regarding their dispute(s). This limitation applies to all conciliators, including those who happen to be attorneys and/or professional counselors. Therefore, if you are concerned about your legal rights or wish to receive professional counseling, you should consult with an independent attorney or professional counselor who may be willing to accompany and advise you during the conciliation process.

**Our Commitment to Confidentiality** -- Confidentiality is an important aspect of the conciliation process, and we will carefully guard the information you entrust to us. To ensure that you are receiving consistent counsel and support, however, we need to be able to discuss your situation with your attorney, if you have one, with appropriate leaders of your church, if you belong to or attend one, and to all Wellspring staff who may be providing services to you in any capacity. Furthermore, we may need to divulge information to appropriate civil authorities as required by law. (For more information, see Rule 16 of the *Rules of Procedure for Christian Conciliation*.<sup>1</sup>)

**Your Commitment to Confidentiality** -- You too must agree not to discuss our communications with people who do not have a necessary interest in the conciliation process. In addition, you must agree to treat all communications in this process and all dealings with us in regard to this dispute as settlement

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<sup>1/</sup> See *Guidelines for Christian Conciliation* (ver. 4.5) available for your review at [www.Peacemaker.net](http://www.Peacemaker.net).

negotiations, which means they will be inadmissible in a court of law and cannot be used as, or for the purpose of obtaining, legal discovery. Furthermore, you must agree that you will not try to force any conciliator to divulge any information acquired during conciliation or to testify in any legal proceeding related to this dispute.

I agree that any dispute with Wellspring or any conciliator arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation*<sup>1</sup> of the Institute for Christian Conciliation, which are incorporated by reference herein and which I agree to follow. I agree that judgment upon an arbitration decision may be entered in any court of competent jurisdiction. I agree that these methods shall be my sole remedy and expressly waive my right to file a lawsuit in any civil court for any claim arising out of or in any way related to this agreement, except as necessary to enforce an arbitration decision.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Email Address

From time to time, Wellspring sends out informational and other mailings to former clients. Please check here if you **DO NOT** wish to receive future mailings from Wellspring.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Street Address (if different)

\_\_\_\_\_  
Telephone Number (if different)

\_\_\_\_\_  
City/State/Zip Code (if different)

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