

Take Charge Inc.

14700 Metcalf Avenue, Suite 100, Overland Park, KS 66223
(913) 239- 8255

INFORMED CONSENT

Welcome to TAKE CHARGE INC. The decision to begin Co-Parenting Counseling is one which may impact significant areas of your life and the lives of your child (ran). This form contains information to help you make informed decisions about the unique process of Co-Parenting Counseling and the services and policies of Take Charge, Inc.

The Therapy Process:

- a. Each parent agrees to participate in Co-Parenting Counseling as recommended by Terri Clinton Dichiser, Counselor of Take Charge, Inc. Each parent further understands and agrees to attend individual sessions, as well as, joint sessions with the other parent.
- b. Terri will establish goals with each party involved in Co-Parenting Counseling. Assignments and/or recommended changes in behavior are often made following sessions. Completing these should facilitate counseling and reduce the number of sessions needed. Please bring any concerns about the Co-Parenting Counseling process to the Counselor for resolution. Please be as open as possible concerning the issues related to your treatment. Withholding information may cause the process to take longer.

Therapist Credentials:

- a. Terri Clinton Dichiser, M.A., J.D., has a Master's degree in Counseling and Guidance with emphasis in marriage and family therapy. She is a Licensed Clinical Professional Counselor in Kansas and a Licensed Professional Counselor in Missouri, as well as, a National Certified Counselor.

Fees and Billing Practices:

- a. *The Co-Parenting parties agree to pay the Counselor for all services rendered to the Client in the Co-Parenting Counseling process at the hourly rate of \$200.00 per hour for all time the Counselor spends on the Client's matter. Each party agrees to be responsible for half or 50% of the total fee for any joint sessions, and the full hourly rate for individual sessions. The Client will be charged for time spent on telephone calls, correspondence, conferences, email, travel time, and out of pocket costs relating to the Client's matter.*
- b. The Co-parenting parties agree to pay the Counselor half or 50% of the hourly rate on the date joint sessions are scheduled. Each party also agrees to pay the full session fee on the date individual sessions are scheduled. Each party also authorizes Take Charge, Inc. to copy a current credit card and the authority to use the credit card to charge fees incurred above and beyond the regular session fees. Take Charge, Inc. will provide the Client with itemized monthly billing statements detailing all charges.

Cancellation Policy:

- a. Keeping regular appointments is the most effective means of successful Co-Parenting Counseling. As scheduling permits, every effort will be made to schedule appointments at the most convenient times. A scheduled appointment constitutes an agreement to pay for the professional time reserved exclusively for you. **The hourly fee of \$200.00 will be assessed on all cancelled appointments.**

Full Disclosure and Transparency within the Process and Confidentiality Outside The Process:

- a. All communications between the Counselor and the Clients, Client's Attorneys and other Professionals and all information learned in the Co-Parenting Counseling process and all work product of the Counselor **shall be strictly confidential. The Counselor shall not divulge any information obtained in the Co-Parenting Counseling process except to the Attorneys representing each Participant and to any other Professional engaged in this case.** Disclosures even to these identified persons can only occur after: 1) the Client has signed a release permitting the Counselor to communicate with the these identified persons and can only occur for so long as the Co-Parenting Counseling continues and 2) the Client has waived privilege with respect to his or her communication with the Counselor and agrees not to request the Counselor to communicate with anyone other than the identified professionals and the other Participant. The Clients agree NOT to request the Counselor; or have anyone on the Client's behalf request, the Counselor to testify in any court proceeding or to provide any record of file that could be used to inform such a proceeding.
- b. Client understands statements made by a Participant to Counselor indicating an intent or disposition to endanger the health or safety of the other participant or a child or to conceal or change the residence of a child without agreement, **will not be considered confidential** and may be disclosed by the Counselor to appropriate authorities outside the Co-Parent Counseling Venue. The Clients understand under certain circumstances such reporting is mandatory by the Counselor.
- c. In the event Co-Parenting Counseling is ordered by Court System, the Clients recognizes that provision of Co-Parenting Counseling services by the Counselor is not a legal service and is not legally binding, unless or until any resolutions are entered into court documents.
- d. If the Counselor learns that a Client(s) has withheld relevant information or misrepresented information or otherwise acted so as to undermine the Co-Parenting Counseling process, the Counselor shall so advise the Client's Attorneys and any other Professional relevant to the case. The Counselor may withdraw from the Co-Parenting Counseling process and terminate further Counseling sessions with both parties.
- e. If the Counselor determines one or both Clients cannot meaningfully participate in the Co-Parenting Counseling process at any given time, the Counselor shall so advise the Attorneys and the other Professionals relevant to the case. The Counselor, Attorneys, and Clients shall then evaluate and determine whether, when and how to proceed.
- f. Should the participants not resolve this matter through the Co-Parenting Counseling process, the Counselor shall not testify in any litigation concerning the parties. The Participants and Attorneys agree that the work product (such as notes, work papers, summaries and reports) of the Counselor and all verbal communication of the Counselor shall be deemed resolution discussions and shall be inadmissible as evidence in any court proceeding. Clients agree NOT to seek to admit such testimony or documents in any court proceeding.
- g. The Parties shall not request or subpoena the notes or documents of the Counselor or request or subpoena the testimony or participation of the Counselor in any litigation or legal process.

Disclaimer of Guarantee:

- a. Nothing in this agreement and nothing in any statement to a Client(s) may be construed as a promise or guarantee about the outcome of the Client's matter. The Client(s) understands there is no guarantee the Co-Parenting Counseling process will be successful in resolving this issue.

Signature _____ Date _____