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## **CO-PARENTING COUNSELOR INFORMED CONSENT AND AGREEMENT TO PARTICIPATE**

### **Purpose and Scope of Work**

The purpose of this work is to assist parents/guardians who are in the process of working on a parent plan and who may or may not be in mediation, parents who may be experiencing minor conflict and are having difficulties with co-parenting, or parents whose children may be experiencing difficulties with the parent plan. Participation is voluntary. This is **not for high-conflict cases** where parents are engaged in litigation; for these cases, see the Parent Coordinator Agreement form.

Services are aimed at assisting adults cooperate to support the needs of the children. Areas to be addressed include any aspect of parenting and co-parenting about which there are concerns that could potentially adversely impact a child's adjustment. Co-parenting counseling might be sought while parents are engaged in mediation to help them with decision making.

Primary treatment for individual mental health problems will not be provided. For example, if a party is experiencing a substance abuse problem or another mental health disorder such as anxiety or depression which requires individual evaluation and treatment, the affected party would need to seek separate treatment.

### **Best Interest of the Child**

The standard in co-parenting matters is the best interest of the child. While guidance is provided to adult parties, the impact of the situation on the child is a focus that will be maintained at all times.

### **Confidentiality**

In order to utilize Dr. King's services as a co-parenting counselor, **all parties must agree not to subpoena her to testify in any capacity**. Her role is like a mediator in this regard. She is like a mediator who is a child development specialist and who can give advice about what actions or arrangements might be in the best interest of the child.

There are certain situations in which Dr. King is required by law or ethical code to reveal information obtained during counseling to others. If a party reveals that abuse or harmful neglect

of children, the elderly, or of a disabled or incompetent individual has taken place and has not been previously reported, Dr. King is required to report this to the proper authorities. If a party threatens bodily harm or death to another person, Dr. King is required to inform the intended victim and appropriate law enforcement agency. If a party threatens bodily harm or death to themselves, Dr. King is required to inform the appropriate authorities of their self-destructive intentions.

If a party files a complaint or brings malpractice action against Dr. King or otherwise alleges she has violated legal or ethical codes governing her practice, she may disclose to relevant persons information from your records. If a communicable disease is reported to her she is required to report that disease to the Utah State Department of Health. If you file a worker's compensation claim she must furnish relevant mental health records to certain individuals or organizations.

### **Conflict of Interest**

Dr. King is impartial and an initial referral to her by either party or their attorney does not mean she was retained by that party or to advance that party's interests. Fee related matters will not influence her role.

If you are familiar with Dr. King from any other setting or have reason to believe a conflict of interest is occurring, please call this to her attention immediately. If the conflict cannot be resolved, you will be assisted to identify another person to work with you.

### **Fees**

Fees are not billable to medical insurance. Medical insurance pays for medically necessary treatment for a medical or mental health condition.

The fee for services is \$140 per hour. This applies to face-to-face sessions as well as to any other work such as reading documents, preparing reports or letters, reading/responding to emails, and telephone consultations. If an appointment is not canceled 48 hours in advance of the scheduled time, there will be a charge of \$140 per hour, up to a maximum of two hours, if more than one hour was reserved for the session.

Decisions about which party will be responsible for paying for services or about how fees will be shared must be made before the first session. The responsible party or parties will be asked to pay a retainer of \$500.00. Charges will be listed in itemized statements. When services are no longer needed, any credit balance will be reimbursed. If either party neglects to pay a balance due within 30 days of receipt of a billing statement, work will cease until the current balance is paid in full.

If both parties are sharing the cost equally and a meeting with both parties together is scheduled, and if one party, but not the other, arrives for a session, Dr. King and the party who is

present will decide if they will meet. If they do meet, the other party will be billed for one-half of the cost of the session. If they do not meet, the other party will be billed the full amount.

If a balance due on an account results, there will be a finance charge of 1.5% per month (21% per year) on unpaid balances over 60 days. There will be a fee of \$20.00, or the maximum allowed by state law, for returned checks. Charges not paid 90 days after they have been billed may be turned over to a collection service. If this occurs, an amount equal to 50% of the unpaid balance will be added to the account to cover collection costs. The responsible party or parties would be expected to pay this increased amount and any subsequent interest charged by the collection service. If legal action is required to collect, the responsible party or parties would be required to pay attorney’s fees, court costs, and other costs associated with collection of the account.

Place your initials on the box (use initials, not a check mark) to indicate who is responsible for fees. **Parties should consult in advance to make sure both are initialing the same box.**

- One party is responsible for all fees. That party is: \_\_\_\_\_
- All fees will be divided equally, regardless of how much time is spent by Dr. King communicating with each party.
- Fees will be divided equally, except if Dr. King meets individually with one party, communicates individually via telephone/email with one party or with one party’s attorney, that party alone will be responsible for those costs.
- Other (describe): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Your signature below indicates you have read, understood to your satisfaction, and agreed to the information and conditions set forth in this agreement.*

\_\_\_\_\_  
**Client Signature** \_\_\_\_\_  
**Date**

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