

Discernment Counseling and Relationship Consultation

Contract for Services

Discernment counseling is for couples where one or both partners are not sure about the future of the marriage, are considering a divorce, or just want to get more help in deciding if the relationship can be improved. The goal of Discernment Counseling is for couples to make decisions about the future of their marriage or committed relationship with as much clarity and information as possible.

Responsibilities of the Discernment Counselor

1. Provide a neutral setting for honest and respectful communication.
2. Meet with partners together as well as individually to gather information, facilitate communication, and provide specific feedback.
3. Support each partner in their stated goal, respecting both the reasons for divorce as well as the possible reasons to try to save the marriage.
4. Provide appropriate referrals to other relationship professionals, including Marriage Therapists, Divorce Coaches, or Collaborative Family Law Attorneys.

Responsibilities of the Clients

1. Make decisions regarding the marriage or relationship with clarity and confidence, with as much accurate information as possible.
2. Learn as much as possible about their own actions that contribute to the problems in the relationship. This understanding can lead to healthier relationship skills and decisions in the future, a more fulfilling marriage, or a more amicable separation.
3. Be as honest with themselves and their partner as possible, providing needed information about their true feelings and thoughts about the relationship.
4. To communicate as clearly and respectfully as possible during the discernment process, refraining from threats, blame or insulting language.
5. Not use any information that is shared during a meeting with the discernment counselor against their partner after the meeting.
6. Put a high priority on the discernment process, being willing to commit the time and resources that are necessary for success.

Confidentiality

Discernment Counselors who are also Licensed Mental Health Professionals are obligated to perform their role in compliance with federal, state, and professional board laws, regulations, and standards. To that end, the following rules of confidentiality must be observed:

- If it is deemed necessary and appropriate for the Discernment Counselor to obtain information from anyone outside the Discernment Process, written consent must be obtained from client(s).
- Should the Discernment Process be discontinued for any reason, all materials, including written and oral content of meetings with the Counselor will remain confidential. These materials may not ever be used in any legal proceedings.
- Clients agree to not require the Discernment Counselor by subpoena or otherwise, to testify as a witness and/or to produce records or notes in any subsequent litigation.
- If either client attempts to subpoena the records or testimony of the Discernment Counselor for any legal or administrative proceeding, the client who has issued the subpoena shall be deemed to have agreed to pay all the costs required for the Counselor to quash said subpoena.

Mandated Reporting and Other Limits of Confidentiality

Mental Health Professionals are mandated reporters of suspected abuse of children and vulnerable adults, regardless of the role in which services are being provided. MHPs may have a duty to warn someone against whom a client has made a credible threat of harm. If subpoenaed in a criminal matter, MHPs may be required to provide material from their files. MHPs may share data from their Collaborative files, without information identifying specific clients, for the purposes of data collection, research and quality control.

Limitations and Withdrawal from the Discernment Process

While the Discernment process offers an effective means to make healthy decisions about a committed relationship, it cannot eliminate past disharmony and irreconcilable differences, and there is no guarantee of success. Any Discernment Counselor or either client is free to withdraw from the process at any time. Should the Discernment Counselor decide to withdraw, he will provide written notice of the withdrawal to the clients and provide suitable referrals to other professionals as appropriate.

Payment

In consideration for these services we agree to the following payment terms.

The clients agree to pay the Discernment Counselor’s hourly rate of **\$160**. The clients agree to pay the fees at the time services are rendered, including any charges that have been accrued since the last meeting. The Discernment Counselor’s hourly rate will be applied to communications with clients or other agreed upon professionals through phone conference or email communications.

Cancellation Fee

24 hour advance notice of cancellation is required. Because meeting times are reserved exclusively for you, you will be charged **\$160** (one hour’s full fee) for a late cancellation or missed appointment.

I UNDERSTAND THAT I AM FINANCIALLY RESPONSIBLE FOR ALL CHARGES AS DESCRIBED ABOVE. I HAVE READ THE ABOVE AGREEMENT IN ITS ENTIRETY AND HAVE HAD THE OPPORTUNITY TO HAVE MY QUESTIONS ANSWERED. I UNDERSTAND THE CONTENT AND AGREE TO ITS TERMS.

(Client signature)

(Date)

(Client signature)

(Date)

(Discernment Counselor Signature)

(Date)