INFORMED CONSENT

You have agreed to enlist my participation on your Collaborative Team as your ___________. As part of this process, you have been given information about my background, experience, and qualifications.

This document contains important information about my professional services and business policies. By signing this agreement you give me permission to provide ________________ services to you. Please read this information carefully and note any questions so we can discuss them.

THE ROLE OF COLLABORATIVE MENTAL HEALTH PROFESSIONAL

I. The Collaborative Divorce Coach

Divorce Coaches are licensed mental health professionals. In individual and joint meetings (with or without attorneys present) the Coaches work with the parties to:

- Identify and prioritize the concerns of each person
- Make effective use of conflict resolution and communication skills
- Develop effective co-parenting skills
- Work collaboratively with the couple, their attorneys, and other involved professionals to improve communication, reduce misunderstandings, aid in resolving disputes

II. Child Specialist

Collaborative Divorce Child Specialist will work with the children and the parents to:

- Provide the child/ren with an opportunity to voice his/her/their concerns regarding the divorce
- Provide the parents with information and guidance to help their child/ren through this process
- Give information to the Collaborative team that will help the parties in developing an effective co-parenting plan for their children
THE COLLABORATIVE DIVORCE COACHING PROCESS:

Collaborative Divorce Coaching involves a joint effort between client/s and coach. Progress and success in the Collaborative divorce process can depend upon many factors, including your motivation, effort, availability for meetings, the level of conflict between you and your spouse/partner/co-parent, the complexity of your family situation, and outside circumstances (such as the potential impact of interactions with family, friends and others).

Collaborative does not mean easy. You are facing important personal decisions during a time of likely emotional turmoil, and your final agreement will be shaped by both parties in a way that will be unique to your family’s circumstances. This requires flexibility by both parties so that a fair and mutually equitable agreement can be achieved.

While a successful outcome cannot be guaranteed, your commitment to the process is essential for a positive and collaborative outcome.

MY PROFESSIONAL COMMITMENT

During the initial consultation period, you and I will jointly determine if I am an appropriate Collaborative Coach or Child Specialist to work with you. If not, I will refer you to other mental health professional. If at any time while we are working together I determine that you would benefit from collateral work with other professionals outside of Collaborative team, I will discuss this with you and the team. If needed, I will provide you with the names of appropriate professionals. Examples of such referrals would include psychotherapists, physicians, and learning specialists.

As a part of the consultation period, we will discuss how I work in the Collaborative process. If at any time during the process you have any questions about the services being provided, please ask for clarification.

EMERGENCY SITUATIONS

Although I check my email often, I may not be available for immediate emergencies or for after-hour or weekend contact. If you require this kind of professional support, please let me know and I will refer you to other mental health professionals who offer this service.

If a situation should arise in which you believe that immediate help is needed and I am not available, I suggest you call your primary care physician or any hospital emergency room. You can also call 911.

CLIENT CONFIDENTIALITY AND CLIENT SAFETY

The parties and all professional members of the Collaborative team agree that all notes, work papers, summaries, written or oral opinions, and written or oral reports (collectively
referred to as the work product) shall be confidential within the process and shall not be released to any person or entity outside of the collaborative process. This confidentiality does not prohibit the furnishing, upon request, of such work product to a collaborative professional involved, by your agreement, in this process.

Should any party or team member elect to terminate or withdraw from the Collaborative Divorce Process, all materials, including all content (both written and oral) of all Collaborative Team meetings and communication with/between any member of the Collaborative Divorce Team or the parties may not be used in any court proceedings.

While the role of coach/child specialist is different from the role of psychotherapist, I am in practice as a licensed clinical social worker. The confidentiality of communications between my clients and me as a Collaborative practitioner is important and is protected by the laws and ethical standards governing the practice of social work. With the following exceptions, information given in the Collaborative Process will not be shared with anyone outside of the Collaborative Team and the parties. Please note that these are standard HIPAA (federal privacy statute) exceptions to confidentiality, and not specific to the collaborative process:

Exceptions to client confidentiality:
1.) If a client communicates directly to me a threat of physical harm to an identifiable person, or damage to an identifiable person’s property, I am required by law to warn the intended victim and notify the police.
2.) If I believe that a client is in a mental or emotional condition where he/she poses a danger to him/herself or others, I may breach confidentiality or contact others to facilitate the client’s safety.
3.) If I have a reasonable suspicion that a client may be unable to care for him/herself, or may be unable to provide for his/her basic personal needs for clothing and shelter, I may breach confidentiality to facilitate the client’s safety.
4.) If, in my professional capacity, I have a reasonable suspicion of child abuse or neglect, or abuse of dependent, disabled or elder adult (age 65 or older), I am required by law to file a report with the designated protective agencies.

If the use of collection agency becomes necessary, I will furnish them with the require information to collect the fees due.

OPEN COMMUNICATION

The Divorce Coach/Child Specialist may communicate with the parties and the collaborative professionals including, but not limited to, communicating with each party individually or together, a party with his or her collaborative lawyer present, each collaborative lawyer individually or together, any lawyer consulted for an opinion during the collaborative law process, and any other professionals retained by the parties who have signed a participation agreement in this matter.
The parties hereby authorize and release the Collaborative Divorce Coach/Child Specialist and the collaborative lawyers to share any information, opinions and/or communications regarding this matter with any of the participants, specifically with each other, individually or collectively; with any lawyers consulted for an opinion during the collaborative law process; with any other professionals who have signed a participation agreement in this matter; and /or with the parties, together or individually. The parties understand and agree that the Collaborative Divorce Coach/Child Specialist, at her discretion, may reveal to one party what has been communicated by the other. However, if you share information with the Collaborative Divorce Coach which you specifically wish to keep confidential (i.e., not to share with the other party), please apprise your Divorce Coach/Child Specialist of that fact so that the issue can be discussed and an agreeable resolution reached. For example, if said information is not germane to the Collaborative Divorce Process, it may be eligible to be kept confidential.

In order to more effectively provide service, it may be important for me to communicate with any previous or concurrently treating professionals. To this end I may ask you to sign a confidentiality waiver form allowing such communication. By signing this document you are agreeing to promptly provide me with all necessary and reasonable information I may request, and to sign all authorizations I may deem necessary toward that end. You are, of course, free to review such authorizations with your counsel prior to signing.

MEETINGS WITHOUT COLLABORATIVE LAWYERS

It is contemplated that the Collaborative Divorce Coach/Child Specialist may meet with the parties without the collaborative lawyers present. The Coach/Child Specialist shall promptly update the lawyers or other team members on any such meetings. The Coach/Child Specialist may communicate such preliminary understandings in writing or orally, but shall not draft any final agreements. The Coach/Child Specialist will be paid for the time it takes to prepare such correspondences and engage in such communications. The parties will not be asked to memorialize such understandings. The parties will not sign any binding agreement without both lawyers’ review.

FEES

My Collaborative Divorce Coaching fee is $ per 60-minute session. My fee for attending meetings with attorneys present (5-ways, or 6-ways) is $ per hour. My fee for case management, which includes email review, email preparation, report writing, document review, phone calls with attorneys, oter therapists, teachers, or with clients themselves is $ per hour (billed in a minimum of 5 minute increments).

I ask that clients pay a $ retainer As the retainer is depleted, we will will discuss whether to proceed with another advance payment for services or switch to a “pay as you go” policy. A 3% surcharge will be added to credit card payments.
Cancellation Policy: I ask for 48 business hours notice (9am-5pm, M-F) to cancel or postpone an appointment in order to avoid a full fee charged for that meeting. When an appointment is scheduled for two parties to meet with me together, and one party cancels with less than 48 hours notice, that party is the client who is asked to pay the fee for the missed session.

ELECTION TO TERMINATE

If either party decides that the Collaborative Divorce Process is no longer viable and elects to terminate the status of the case as a Collaborative Law matter, he/she agrees to, in writing, immediately inform the other party, their respective coaches, and attorneys. Please refer to your collaborative participation agreement.

The Collaborative Divorce Team also reserves the right to withdraw from the case if either or both parties engage in conduct that is contrary to the Collaborative Divorce Process.

In the event of termination, all incurred fees are immediately due and payable.

In the event of termination, appropriate referrals will be offered to facilitate the client’s transition out of the Collaborative Divorce Process.

LIMITATIONS

While the Collaborative Divorce Process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, it offers a positive method toward a more healthy and cooperative solution to marital dissolution. For couples with children, it assists them towards a positive and healthy co-parenting relationship.

I HAVE READ THE ABOVE STATEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENT, AND AGREE TO ITS TERMS.

______________________________________________________
CLIENTS NAME (PLEASE PRINT)

_______________________________________________________
SIGNATURE      Date