

Coach Agreement

INFORMED CONSENT FOR COLLABORATIVE LAW DIVORCE COACHING

This document contains important information about the professional and business policies of _____ . By signing this agreement you give permission to _____ to provide Divorce Coaching services to you. Please read this information carefully and note any questions so they can be discussed.

THE ROLE OF THE COLLABORATIVE DIVORCE COACH

Collaborative Practice coaches are licensed mental health professionals. I am a licensed psychologist. Collaborative Practice Coaching is a focused, goal-oriented and systemic process. It is not therapy. The role of the Coach is to be a neutral party who works with both members of a couple in both individual and team meetings to:

- Identify, clarify interests, and concerns
- Reduce misunderstandings and reduce emotional intensity
- Work collaboratively with the couple, their attorneys and other involved professionals to improve communication, resolve problems, and facilitate the collaborative process to be as effective, productive, and efficient as possible.
- Develop effective co-parenting skills when children are involved
- Work with the couple on issues relating to the development of a parenting plan

The Collaborative Divorce Process is based on the belief that couples can complete their divorce in an emotionally healthy way. Interacting and communicating with each other respectfully, honestly, and openly will facilitate reaching an agreement which is well grounded and likely to be enduring.

THE COLLABORATIVE DIVORCE COACHING PROCESS: BENEFITS AND RISKS

Collaborative Divorce Coaching is an opportunity to define and implement a plan for a post-divorce relationship as well as plan for the future. Collaborative Divorce Coaching involves a joint effort between both clients and the coach. Progress and success in the Collaborative process may vary depending upon the particular issues being addressed and can depend on many factors, including your motivation, effort and other circumstances, such as interactions with family, friends or others.

You may experience uncomfortable or distressing feelings, such as unhappiness, anger, guilt, and frustration during the coaching process. These feelings can be a natural part of the divorce process. You will make important decisions in the Collaborative process in which agreements are shaped and are unique to your family's circumstances. This requires flexibility by both you and your divorcing spouse 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 meeting we will discuss how I conduct Collaborative Law Coaching. If at any time while we are working together I determine you would benefit from collateral work with other professionals outside the Collaborative Team, I will discuss this with you, and, if needed, will provide you with the names of appropriate professionals. Examples of such professionals would include physicians, psychotherapists, etc.

CLIENT CONFIDENTIALITY AND CLIENT SAFETY

By signing this agreement you agree to waive confidentiality in order to permit full communication with other members of the Collaborative Team in order to facilitate the collaborative process. This exchange of information may occur in electronic form.

Should either party elect to withdraw from the Collaborative Divorce Process, all materials, including all content (both written and oral) of all meetings and communication with or between any member of the Collaborative team will remain confidential and may not be used in any court proceedings. The clients agree **not** to take _____ to court, **not** to subpoena ____, and **not** to depose _____. All that goes on in session is confidential to the collaborative process and will not be shared in court.

There are situations in which I am legally obligated to take actions that I believe are necessary to protect others from harm. The following outlines some of the circumstances in which, as a licensed mental health professional, I have the following legally mandated duties:

- If I have a reasonable suspicion of child abuse or neglect or abuse of a dependent, disabled, or elder adult (age 65 or older), I am required by law to report any suspected physical or sexual abuse to the appropriate authorities. Child abuse includes the threat of harm or removal of children.
- If a client communicates to me an immediate threat of harm to another person or his/her property, I am required to warn the intended victim and notify the police
- 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 to contact others for the party's safety.

When a client shares information with me outside of the presence of the other client or the Collaborative Team, I cannot guarantee that the information will be kept in confidence from the others. This is commonly referred to as a "no secrets policy". If I determine that the information is important to the process, that is, that your spouse might need this information to make an informed decision about an issue in dispute, I will advise you that you need to disclose the information or I will withdraw and the collaborative process may terminate as a result.

If the use of a collection agency or a fee enforcement action becomes necessary, I will furnish the required information to collect fees due.

TERMINATION

If you decide that the collaborative process is no longer viable and elect to terminate the collaborative process, you agree immediately to inform, in writing, your coach and your attorney. Your Collaborative Team reserves the right to terminate the collaborative process if either party engages in conduct in violation of the collaborative participation agreement or if in their view the process has reached the point where proceeding further appears not to be a productive use of the clients' financial resources. In the event of termination, all incurred fees are immediately due and payable. I will offer you appropriate referrals to assist your transition out of the collaborative process.

I reserve the right to withdraw as your divorce coach if we have a material disagreement about the management of your case, or if you fail to meet your responsibilities under this Agreement, including, but not limited to, your obligation to timely pay statements and comply with requests for additional advances. Should I determine that I need to withdraw, I will make every reasonable effort to protect your interests such as giving you sufficient advance notice so that you can arrange for a new coach.

FEES AND RETAINER

My Collaborative Divorce Coach fee is \$XXX per hour. This fee is applied to the time I spend on your behalf, whether it is with you together or individually, in a meeting with you and your attorneys, or conferring with your attorneys, as appropriate. Examples of other professional time for which you will be billed include telephone calls, meetings and travel time, and correspondence (including e-mails).

I typically request a retainer of \$XXX unless arrangements are made otherwise. I will provide you periodic statements for fees and any costs. Every time I send a statement, I will apply your retainer to the current amount due. If the retainer is exhausted, I will ask you to renew the retainer. Payment may be in cash or check made out to: _____. There will be a \$25 charge on all returned checks. Should there be a balance left after all services are charged and paid for, the balance will be promptly refunded.

Cancellation policy: When you make an appointment, the time is reserved for you. If you must cancel an appointment, please call 48 business hours in advance. Any appointment cancellation under 48 hours notice will result in your being billed for the missed appointment. When an appointment is scheduled for two parties to meet with me together, and one party cancels without 48 hours notice, the canceling party shall be responsible to pay the fee for the missed session. Provided that in my discretion I may waive the fee if I determine the meeting was missed because of illness or other unavoidable and unforeseeable reason.

LIMITATIONS

While Collaborative Divorce coaching is not a guarantee of success, and cannot eliminate disharmony and irreconcilable differences, it offers a positive method toward a healthy and cooperative solution to marriage dissolution. For couples with children, it assists them in creating a positive and healthy co-parenting relationship.

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

Signed

Date

Print Name

Signed

Date

Print Name