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**COLLABORATIVE DIVORCE  
MENTAL HEALTH PROFESSIONAL  
CLIENT AGREEMENT AND  
INFORMED CONSENT**

The Collaborative Divorce Process is based on the belief that families can get through divorce in a more productive, efficient and emotionally healthy way when the couple is able to learn how to interact and communicate with each other in a more respectful and open manner. Communication and self-management skills are taught to the couple by the Coach, or in some cases, Child Specialist. The couple uses the new skills in their settlement discussions and in their post-divorce relationship.

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

This document contains important information about the professional services and business policies of Carol Miller, Ph.D. By signing this agreement you give permission to Dr. Miller to provide Collaborative Divorce Coaching and/or Child Specialist services to you. Please read this information carefully, and note any questions so they can be discussed.

**ROLE OF THE COLLABORATIVE  
MENTAL HEALTH PROFESSIONAL**

**I. Collaborative Divorce Coach**

Both parties can have a Collaborative Divorce Coach, or one Coach can serve both parties. Divorce Coaches are licensed mental health professionals. In individual and joint meetings (with or without attorneys present) the Coaches work with the parties to:

- 1.) Identify and prioritize the concerns of each person;
- 2.) Make effective use of conflict resolution and communication skills;
- 3.) Develop effective co-parenting skills;
- 4.) Work collaboratively with the couple, their attorneys, and other involved professionals to improve communication, reduce misunderstandings, and resolve problems as they come up.

**II. Child Specialist**

Couples may wish to enlist the help of a Collaborative Divorce Child Specialist who will work with the children and the parents to:

- 1.) Provide the children with an opportunity to voice his/her concerns regarding the divorce;
- 2.) Provide the parents with information and guidance to help their children through this process;
- 3.) Give information to the Collaborative Team that will help the parties in developing an effective co-parenting plan for their children.

*The Child Specialist may be the same person as the Divorce Coach, providing that he or she has the requisite training and experience.*

### **THE COLLABORATIVE DIVORCE COACHING PROCESS: BENEFITS AND RISKS**

Collaborative Divorce Coaching involves a joint effort between client and coach. Progress and success in the Collaborative Divorce Process can depend upon many factors, including your motivation, effort, and other circumstances, such as interactions with family, friends and others.

You may experience uncomfortable and distressing feelings such as unhappiness, anger, guilt and frustration during the process. These can be a natural part of divorce. You will make important personal decisions in the Collaborative Divorce Process, 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 and/or Child Specialist to work with you. If not, I will refer you to other mental health professionals. If at any time while we are working together, I determine that you would benefit from collateral work with other professionals outside of the Collaborative Team, I will discuss this with you. 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 conduct Collaborative Divorce Coaching. If at any time during the Collaborative Divorce Process you have any questions about the services being provided, please ask for clarification. Your initial impressions about the Collaborative Divorce Plan, suggested procedures and goals, and

your feelings about whether you are comfortable working with me, are all an important part of the process and are essential to a successful client-coach relationship.

### **EMERGENCY SITUATIONS**

Although I check my voice-mail often, I may not be available for immediate emergencies or for after-hours 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, the collaborative lawyers, and the Collaborative Divorce Coach agree that all notes, work papers, summaries, written or oral opinions, written or oral reports of the Divorce Coach (collectively referred to as the work product), if any, shall be confidential to the Coach 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 is different from the role of psychotherapist, I am in practice as a licensed clinical psychologist. The confidentiality of communications between my clients and me as a Collaborative Divorce Coach is important and is protected by the laws and ethical standards governing the practice of psychology. 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 a dependent, disabled or elder adult (age 65 or older), I am required by law to file a report with the designated protective agencies.

At times it may be necessary for me to consult with other health professionals regarding your case. When I am out of the office (i.e., on vacation, out of town), another professional may be available to cover emergency calls from clients and that professional may be advised of clients' issues that could arise. In addition, I may occasionally find it helpful to consult with another professional about a client's case. In such consultations, I make every effort to conceal the identities of the client(s). Other mental health professionals who cover emergencies or with whom I consult are also legally bound to maintain confidentiality.

If the use of a collection agency becomes necessary, I will furnish it with the information required to collect the fees due.

### **OPEN COMMUNICATION**

The Divorce Coach may communicate with the parties and the collaborative professionals, including, but not limited to, communication 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 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, 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 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 services, 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 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.

### **MEETING WITHOUT COLLABORATIVE LAWYERS**

It is contemplated that the Collaborative Divorce Coach may meet with the parties without the collaborative lawyers present. The Coach shall promptly update the lawyers on any such meetings, and shall communicate any preliminary understandings reached in those meetings to the collaborative lawyers. The Coach may communicate such preliminary understandings in writing to the lawyers with a copy to the parties (email suffices) or verbally, but shall not draft any agreements. The Coach will be paid for the time it takes to prepare such correspondence 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/Child Specialist fee is \$ \_\_\_\_\_ per hour. This fee covers sessions with clients, meetings with attorneys present (5-ways or 6-ways), and case management, which includes email review, email preparation, report writing, document review, and phone calls with attorneys, other therapists, or with clients themselves. Fees are calculated in tenths of an hour at \$ \_\_\_\_\_ per tenth (six minutes).

I ask that clients pay a retainer (\$ \_\_\_\_\_ for Child Specialist services or \$ \_\_\_\_\_ for Divorce Coaching services) to cover the initial meetings and case management. This retainer is due by the second meeting I have with clients, unless we agree in advance to a different payment arrangement. As the retainer is depleted, clients and I will discuss whether to proceed with another advance payment for services or switch to a "pay as you go" policy. I accept cash or checks, but not credit cards.

**Cancellation Policy:** I ask for 48 hours notice to cancel or postpone an appointment in order to avoid a full fee charged for that meeting. To cancel a Monday appointment with 48 hours notice, I ask that you call by the preceding Thursday at 5 PM. 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 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 notify 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 for a healthier and more cooperative solution to marital dissolution. For couples with children, it assists them in developing a positive and healthy co-parenting relationship.

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

\_\_\_\_\_  
SIGNATURE

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Date

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SIGNATURE

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