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INFORMED CONSENT FOR COLLABORATIVE DIVORCE COACHING

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

THE ROLE OF THE COLLABORATIVE DIVORCE COACH

Divorce Coaches are licensed mental health professions. I am a Licensed Clinical Social Worker. Collaborative Divorce Coaching is a focused, goal-oriented and systemic process. In individual and joint meetings, the coaches work with the divorcing couple to:

- Identify and prioritize the concerns of each person.
- Make effective use of conflict resolution and communication skills.
- Work collaboratively with the couple, their attorneys and other involved professionals to improve communication, reduce misunderstandings and solve problems as they come up.
- Develop effective co-parenting skills, when children are involved.
- Assist the couple in crafting a parenting plan.

The Collaborative Divorce process is based on the belief that families can get through divorce in a more emotionally healthy way when the couple divorcing is able to learn how to interact and communicate with each other in a respectful, honest and open manner. Communication and self-management skills are taught to the couple by their coaches. These skills are used in their settlement discussions and in their post divorce co-parenting, when children are involved, and as useful skills in the process of moving beyond divorce and planning for the future as a single person.

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 both coaches. Progress and success in the Collaborative Law 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 Law 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, you and I will jointly determine if I am an appropriate Divorce Coach to work with you. If not, I will refer you to other coaches. 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.

As part of the consultation meeting, we will discuss how I conduct Collaborative Divorce Coaching. If at any time during the process you have any questions, please ask for clarification. Your feelings about whether you are comfortable working with me are an important part of the process and are essential to a successful client-coach relationship.

COACHING SESSIONS AND MY AVAILABILITY

An individual coaching session is scheduled for 45-55 minutes. Four-way sessions are usually scheduled for two hours in length and are billed accordingly.

Although I check my voice mail often, I may not be available for immediate emergencies, nor am I available 24 hours a day. If a situation arises in which you believe that immediate help is needed and I am not available, I suggest you call your primary care physician, hospital emergency room, 911 or your psychotherapist.

CLIENT CONFIDENTIALITY AND CLIENT SAFETY

Both divorcing parties agree to sign confidentiality waivers with the Collaborative Divorce Coaches to allow communication with all of the professionals on the Collaborative Law Team. The purpose of having signed waivers is to enable full communication among the Collaborative Team so as to facilitate the team approach. 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 Collaborative Team meetings and communication with/between any member of the Collaborative Team will remain confidential and may not be used in any court proceedings.

In my role as Collaborative Divorce Coach, the confidentiality of communication between my clients and me is important, and in general, is protected by law. Subject to legal exceptions, information given in our Collaborative Divorce Coaching will not be shared with anyone without the client's written permission. The following outlines some of the circumstances when Georgia Law allows or requires a psychotherapist to breach a client's confidentiality. This section also explains other policies I have regarding confidentiality and the sharing of information.

- 1.) If a client communicates directly to me a threat of physical harm to an identifiable person, I am required by law to warn the intended victim and notify the police.
- 2.) If I believe that a client is in such mental or emotional condition that he/she poses a danger to him/herself or others, or the property of another person, I may breach confidentiality or contact others to facilitate the client's safety.
- 3.) I am allowed by law to take protective action, which may include initiating psychiatric hospitalization of a client for up to 72 hours, even if I must do so without a client's voluntary consent. A psychotherapist has both a legal and ethical responsibility to take action to protect endangered individuals from harm when his or her professional judgment indicates such a danger exists. If such a situation should arise, it is my policy to discuss these matters with a client before taking action, unless, in my professional opinion, there is a good reason not to do so.
- 4.) If I have a reasonable suspicion of child abuse or neglect of a dependent or elder (age 65 years or older) I am required by law to file a report with the designated protective agencies.
- 5.) In most legal proceedings, a client may assert the Psychotherapist-Patient privilege to protect information about his or her treatment. However, certain court proceedings or other legal activity may limit a psychotherapist's ability to maintain confidentiality. Since Divorce Coaching is not psychotherapy this protection will be up to a Judge.

6.) At times it may be necessary to consult with other 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 client issues that could arise. 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.

7.) When a client shares information with me outside of the presence of other persons participating in coaching (such as a spouse or other coach) I cannot guarantee that the information will be kept in confidence from the other coaching participants. This is commonly referred to as a "no secrets policy." This means that I may use my clinical discretion and choose to share such information with the other participants in the coaching.

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

While this summary of exceptions to client confidentiality should prove helpful in informing you about potential breaches of confidentiality, you should be aware that the laws governing these issues are often complex, and I am not an attorney. I encourage our active discussion of these issues. However, if you would like more specific advice, formal legal consultation with your attorney would be advisable.

RELEASE OF INFORMATION FROM OTHER PROFESSIONALS

In order to more effectively provide coaching, it may be useful for me to obtain records from previous or concurrent treating professionals. To this end, I may ask you to sign a Release of Confidential Information form for each of the previous and current records.

FEES

My Collaborative Divorce Coaching fees are as follows:

- Initial 50-55 minute Session (including document preparation and initial referring attorney phone discussion) \$250.00
- Ongoing 45-55 minute Coaching Session \$200.00
- Coaching 4-Way Sessions 90-120min. \$450.00

Other Fees: There will be a prorated charge based on my hourly rate billed in 15-minute increments for the following:

- Extended phone conversations with you, your attorney, or other members of the Collaborative Team in excess of 10 minutes.
- Scheduled conferences with other Collaborative Team members to discuss your case.
- Drafts of "Parenting Plans" submitted to you and your Collaborative attorneys.

- Written summaries of coaching sessions (e.g. Coaching 4-way meetings) provided to update team members.

Payment for services is expected at the time services are rendered. Payment may be in cash or check made out to: Stephanie Schiller, MSW, LCSW. There will be a \$35.00 charge on all returned checks.

When you make an appointment, the time is reserved for you. If you are late, we will not be able to make up the time as other clients may be waiting. If you must cancel an appointment please call 24 hours in advance. Any appointment cancellation under 24 hours notice will result in your being billed for the missed appointment.

LIMITATIONS

While Collaborative Divorce Coaching 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.

AGREEMENT

I have read the above statement in its entirety, understand the content, and agree to its terms.

Signature

Date