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## **INFORMED CONSENT TO COLLABORATIVE FAMILY LAW COACHING OR CHILD SPECIALIST**

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

### **THE COLLABORATIVE PROCESS**

The goal of the Collaborative Family Law team is to help the divorcing couple to achieve a marital dissolution that minimizes the negative economic, social and emotional consequences the family often experiences in the traditional adversarial divorce process.

In order to accomplish the goal, attorneys along with mental health and financial professionals work together as a team to help the couple address the legal, emotional, and financial aspects of divorce.

### **THE ROLE OF THE COLLABORATIVE DIVORCE COACH**

Divorce Coaches are licensed mental health professionals, and each party has a Collaborative Family Coach. In individual and joint meetings, the coaches work with the couple 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 solve problems as they come up.

The Collaborative Family Law process is based on the belief that families can get through divorce in a more emotionally healthy way when the couple is able to learn how to interact and communicate with each other in a more respectful, honest and open manner. Communication and self-management skills are taught to the couple by their coaches. The couple uses these new skills in their settlement discussions, and in their post divorce co-parenting.

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**THE ROLE OF THE CHILD SPECIALIST**

The Collaborative Divorce Child Specialist 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 parties and the collaborative team that will help the parties in developing an effective co-parenting plan for their children.

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

Collaborative Divorce Coaching is an opportunity to define and implement a plan for how you want your post-divorce relationship to be. Collaborative Divorce Coaching involves a joint effort between client and coach. Progress and success in the collaborative divorce process may vary depending upon the particular issues being addressed, and can depend upon 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 your divorce. These can be a natural part of divorce. You will make important personal decisions in the collaborative divorce process in which agreements are shaped by the parties and are unique to each 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 to work with you. If not, I will refer you to other coaches. 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, and if needed, will provide you with the names of appropriate professionals. Examples of such referrals would include psychotherapists and physicians.

As 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

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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.

**COACHING SESSIONS AND MY AVAILABILITY**

An individual Collaborative Divorce Coaching session is typically scheduled for 50 minutes in duration. Four way sessions are typically scheduled for 110 minutes. During a session, we may agree to extend the time, in which case you will be charged a prorated fee.

If you will be late for a session, please call and leave a message. If I do not hear from you, I will wait for 15 minutes at the office, after which time I may not be available and you will need to reschedule. If you arrive late, your appointment time will not be extended, as this would infringe on other clients' sessions. You will be charged for sessions cancelled with less than 48 business hours notice.

**RESPONSIBILITY OF THE CLIENT**

Each party involved in the divorce agrees to:

- 1) Abide by the standard California Family Law Restraining Orders required by all divorcing couples which pertain to not removing the minor child or children of the parties from the state without the prior written consent of the other party or an order of the court.
- 2) Maintain the confidentiality of all content (written or oral) of the sessions and agree that under no circumstances will any of this content be used in any future adversarial process.
- 3) Work for the best interest of the family as a whole.

**EMERGENCY SITUATIONS**

Although I check my voice mail often, I may not be available for immediate emergencies. I am generally available during normal business hours.

**CLIENT CONFIDENTIALITY AND CLIENT SAFETY**

As the Coach/Child Specialist, I may communicate with the other party in this case and with all of the professionals on the collaborative divorce team as named below:

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As the Coach/Child Specialist, if I believe it would aid to process for me to communicate with others besides the professionals on the collaborative divorce team as named above, I will ask you for your specific written consent prior to any communication.

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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 divorce team, will remain confidential and may not be used in any court proceedings.

While the role of Collaborative Coach/Child Specialist is different from the role of psychotherapist, I am in practice as a clinical psychologist licensed to practice in California. 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 divorce process will not be shared with anyone without the client's written permission.

The following outlines when California law allows or requires me to breach a client's confidentiality:

If a client (or family member) 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.

If I believe that a client is in such 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 or potential victim's safety.

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.

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.

While this summary of exceptions to client confidentiality should prove helpful in informing you about the potential breaches of confidentiality, they may not include all exceptions. I encourage our active discussion of these issues. However, if you would like more specific advice, formal legal consultation may be desirable.

**RELEASE OF INFORMATION**

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.

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**FEES**

My Coaching/Child Specialist fees are \$300 per hour for all my time spent on your case. I ask for an initial retainer of \$1500.

**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 of a collaborative law matter, he/she agrees to, in writing, immediately inform the other party, their respective coaches, and attorneys.

The Collaborative Divorce Coach/Child Specialist 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 a termination, appropriate referrals will be offered to facilitate the client's transition out of the collaborative divorce process.

By signing this agreement, the client agrees not to call or subpoena Dr. Hirshfield to testify in any Court proceeding, nor to produce any document obtained or prepared from any Collaborative Law session without prior written consent of both parties. If either party issues a subpoena to Dr. Hirshfield for her appearance or documents, this client agrees to pay the hourly rate for all hours expended in preparation for and/or appearance in compliance with the response or resistance of said subpoena.

**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.**

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SIGNATURE OF CLIENT

\_\_\_\_\_  
DATE

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SIGNATURE OF CLIENT

\_\_\_\_\_  
DATE