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## **INFORMED CONSENT FOR COLLABORATIVE FAMILY LAW DIVORCE COACHING**

This document contains important information about my professional services and business policies. By signing this agreement you give permission to Julie Luzarraga, LCSW, DCSW to provide Collaborative 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 professionals. Collaborative Divorce Coaching is a focused, goal-oriented and systemic process. In individual and joint meetings, the coaches work with the couple to:

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

The Collaborative Divorce 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 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 a 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 process. These can be a natural part of divorce. You will make important personal decisions in the Collaborative Law process in which agreements are shaped and are unique to your family's circumstances. This requires flexibility by both of you 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 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 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 mental health professional health professionals and physicians.

As part of the consultation meeting, we will discuss how I conduct Collaborative Divorce Coaching. If at any time during the Collaborative Law process, you have any questions about the services being provided, please ask for clarification. Your initial impression about the 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.

### **COACHING SESSIONS AND MY AVAILABILITY**

An individual coaching session is usually scheduled for 60 minutes. Four way sessions are usually two hours long and will be billed accordingly. During a session, we may agree to extend the time, in which case you will be charged a prorated fee.

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 or any hospital emergency room.

### **CLIENT CONFIDENTIALITY AND CLIENT SAFETY**

Both parties agree to sign confidentiality waivers with the Collaborative Divorce Coaches to allow collaborative 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.

However, there are some exceptions. If you make a serious threat to harm yourself or another person, the law requires me to try to protect you or that other person. This usually means telling others about the threat. I cannot promise never to tell others about threats you make. If I am concerned that a child has been or will be abused or neglected, I am legally required to report this to the authorities.

In most legal proceedings, a client may assert the Mental health professional health professional-patient privilege to protect information about his or her treatment. However, certain court proceedings or other legal activity may limit a mental health professional's ability to maintain confidentiality. If you are involved in a legal proceeding, please speak with your attorney about the limits of confidentiality.

At times, it may be necessary to consult with other professionals regarding your case. When I am out of the office (ie. 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.

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.

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

While this summary of exceptions to client confidentiality should prove helpful in informing you about the 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 may be desirable.

## **RELEASE OF INFORMATION FROM OTHER PROFESSIONALS**

In order to more effectively provide coaching, it may be useful for me to obtain records from any previous or concurrently 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 \$125.00 per 60 minute session and \$250.00 per 120-minute sessions. Fees Payment for services is expected at the time services are rendered unless other arrangements have been made. Payments may be in cash or check made out to Julie Luzarraga.**  
**There will be an addition charge of \$25.00 on all returned checks.**

When you make appointments, that time is reserved for you. If you are late, we will not be able to make up the time, as another client may be waiting. If you are unable to make an appointment and do

not cancel within 24 hours, you will be 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 co-operative solution to marital dissolution. For couples with children, it assists them in creating a positive and healthy co-parenting relationship.

A copy of this contract will be provided to you.

I agree to all points in this three page contract.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_

Date

\_\_\_\_\_  
Divorce Coach Signature

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Date