

INFORMED CONSENT TO THE COLLABORATIVE LAW PROCESS AND COLLABORATIVE CO-PARENTING COORDINATION AND CHILD SPECIALIST

This document contains important information about the professional services and business policies of Bradley S. Craig. By signing this agreement you give permission to Bradley S. Craig to provide Collaborative Co-parenting Coordination and Child Specialist services for you. Please read this information carefully, and note any questions so they can be discussed.

THE COLLABORATIVE PROCESS

The goal of the Collaborative Divorce 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 this 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 CO-PARENTING COORDINATOR

The Collaborative Co-parenting Coordinator will work with the parents (and children if needed) to:

- 1.) Give information to the parties and the Collaborative team that will help the parties in developing an effective co-parenting plan for their children.
- 2.) Provide the children with an opportunity to voice his/her concerns regarding the divorce.
- 3.) Provide the parents with information and guidance to help their children through this process.
- 4.) Educate the parents on relevant co-parenting information regarding raising children between two homes.

MY PROFESSIONAL COMMITMENT

During the initial consultation period, you and I will jointly determine if I am an appropriate Co-parenting Coordinator for your family. If not, I will refer you to other 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, and if needed, will provide you with the names of appropriate professionals. Examples of such referrals would include psychotherapists and physicians.

As a part of the consultation period, we will discuss how I conduct Collaborative Co-parenting Coordination. 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, 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-professional relationship.

SESSIONS AND MY AVAILABILITY

A Collaborative Co-parenting Coordination session is typically scheduled for 2 to 3 hours in duration. Sessions may include both parents or the entire collaborative team. 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 at (972) 814-5075. 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.

If I do not respond to a message within 24 hours, please leave another message, as I may not have received your initial message. I try to return calls the same day and typically return calls during regular business hours Monday-Friday unless other arrangements have been made. My office is usually closed during the weekends.

RESPONSIBILITY OF THE CLIENT

Each party involved in the divorce agrees to:

- 1.) 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.
- 2.) To 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, nor am I available 24-hours a day. 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 that you call your primary care physician or any hospital emergency room. You can also call 911.

CLIENT CONFIDENTIALITY AND CLIENT SAFETY

Both parties agree by signing this document to allow the Co-parenting Facilitator collaborative communication with all of the professionals on the Collaborative Team. The purpose of this signed waiver is to enable full communication among the Collaborative Divorce Team members so as to facilitate the team approach.

The Co-parenting Facilitator is part of the Collaborative Law process. By your signature you agree not to subpoena or demand the production of any records, notes, work product or the like of the Co-parenting Facilitator in any legal or administrative proceeding. To the extent that I may have a legal right to demand these documents, that right is hereby waived.

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.

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.

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'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.

In these aforementioned circumstances, 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. An MFT has both a legal and ethical responsibility to take action to protect endangered individuals from harm when his or her professional judgment indicates that such a danger exists. If such a situation should arise, it is my policy to fully discuss these matters with a client before taking any action, unless, in my professional opinion, there is a good reason not to do so.

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.

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

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

FEES

My Collaborative Co-parenting Coordination and Child Specialist fees are \$150.00 per hour rounded up to 15 minute increments. 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 Bradley S. Craig. There will be a \$35.00 charge on all returned checks.

Recognizing that there may be times when you will need to speak with me by telephone, the following fee schedule applies: extended phone conversations (in excess of 5 to 7 minutes) and email correspondences will be billed in 15 minute increments in proportion to the \$150.00 hourly rate.

When you make an appointment, that time is reserved for you. If you are unable to make an appointment, cancellation by phone is expected. You will be for charged for appointments not canceled with at least 24 hours advance notice.

In the unlikely event that payment is not made, the use of a collection agency may become necessary, in which case you would receive written notification of my intent to do so.

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

SIGNATURE

DATE

SIGNATURE

DATE