

Consent & Privacy Form

I look forward to working with you as your divorce and co-parenting consultant and coach. Before we begin, it is important to clarify what divorce and co-parent consultation and coaching is as well as what it is not.

When children are protected from adult conflict, they are better able to tap into their own natural resilience. My job as your consultant and coach is to assist you in structuring your separation and/or divorce in a manner that allows your child or children to freely love all of the supportive adults in their lives. This goal is best accomplished when you and your fellow co-parent think of yourselves as one “parental team.” I am here to serve the team, which means that I will not be advocating for any one parent.

It is important to remember that, sometimes, we must do whatever it takes to keep the parental team healthy and strong in order to set the stage for our child or children to thrive post-divorce. This can be hard to do when one or both parents have strong negative feelings about the divorce and/or each other. As the team’s coach, I am here to help you and your fellow co-parent sort through adult feelings, establish appropriate boundaries, resolve communication impasses, and/or address any obstacles that may be standing in the way of forming and maintaining a healthy, child-centered divorce. This is not often easy but it is always worth the effort.

My opinions do not constitute legal advice. All clients are encouraged to seek legal advice prior to signing any legal documents.

Though I will be providing psycho-educational support, I will not be serving as your therapist. All services rendered are in no way meant to constitute a patient-therapist relationship. As an adjunct to our work, I strongly encourage each partner to be established in his or her own personal therapy. If you need a referral, I am happy to refer you to a trusted colleague.

Agreements made in our meetings are not “final” nor are they legally binding until they are legally codified.

Before we begin, here are a few helpful things to know about my practice, policies and procedures:

1. **Hours.** I am typically in the office from 8:30 AM - 3:00 PM. All sessions occur by appointment only.
2. **Fees.** My fee for divorce coaching and consultative services is \$350.00 for an 80-minute session. All co-parent coaching and consultation sessions are 80 minutes in length, unless different arrangements are made beforehand. Services are prorated by the quarter hour at a rate of \$260/hour. I bill for any and all time spent helping you achieve your goals. This includes but is not limited to: meetings, conferring with other professionals about your case, e-mailing (including you and/or other professionals involved in your case), travel time, and preparing written information/reports. Fees are subject to change at my discretion, with 30-day advanced notice.

3. **Payment.** I accept cash, personal checks, and debit/credit cards. A \$2.00 convenience fee will be added to each debit/credit transaction. There will be a \$40 fee for all returned checks.
4. **Credit/Debit Cards On File.** I use Square to process all debit/credit transactions. Square offers the option of confidentially storing your credit or debit card information on file. Leaving a card on file allows us more consultative time together. If you opt to leave payment information on file, your signature on this form grants me permission to charge your card for all future therapy-related expenses, including but not limited to therapy sessions, phone calls lasting longer than five minutes, appointments that are either missed or cancelled within 48 hours of the start of the appointment time, and any report-writing or communication related to your therapy. Please note that I have no control over what Square does with client information once they have it. I cannot be responsible for Square's business or privacy practices. Debit/credit cards are used at the client's discretion.
5. **Cancellation.** Scheduled time is reserved exclusively for you. A fee of \$350.00 will be assessed for meetings that are cancelled with less than 48 hours notice prior to the start time of the appointment by either party. As a courtesy to you, if it is possible for us to reschedule our meeting within the same week (Monday - Friday), the cancellation fee will be waived. Please be aware that I cannot guarantee a makeup session will be available. The best way to insure you are paying only for time you use is to be stringent about keeping your appointments.
6. **Attendance.** Both parties must be present for joint meetings to proceed, unless previous arrangements are made with the facilitator/coach. If you or your co-parent are late to an appointment, the remainder of the scheduled period is available for you. If either co-parent chooses to arrive late or end a meeting early the full fee is still assessed.
7. **Contact between visits.** Though the bulk of our work should be taking place during scheduled appointments, on occasion, the need may arise for us to communicate in between sessions. All contact regarding your case will be prorated by the quarter hour at my hourly rate of \$260/hour.
8. **Consultation with other professionals.** At your request, I am available to consult with your attorneys, mediators, and individual therapists as needed, provided you give me written permission to do so. All consultative time is billed by the quarter hour at a rate of \$260.00 per hour (see above).
9. **Crises.** I do not provide 24-hour emergency coverage during the week or on weekends. If, at any time, you are experiencing a crisis and need to talk to someone immediately, please call the Crisis Clinic at (206) 461-3222 or go to any hospital emergency room.
10. **Email and Text Messaging.** I ask that email and text messages are used only for the purposes of confirming or scheduling appointments. If you do not get a response to these forms of communication, please assume that I did not receive the email or text and call me. Clients are responsible for insuring that their messages have been received. If you are text

messaging, please identify yourself so I know who you are. Also, it is important to know that, while I make every reasonable effort to insure your confidentiality, I cannot personally guarantee the confidentiality of your communication via text messaging or email. Please use these forms of communication at your own discretion.

11. **Outcomes.** I will do my best to help you realize your coaching and consultative goals. I cannot, however, guarantee outcomes. If, at any time, I suspect that I am not the best person to assist you, I will notify you as soon as possible and refer you to someone who may be a better fit.
12. **Termination.** You are free to end our association at any time, for any reason. While I hope this decision will be discussed with me beforehand, you are not required to do so.
13. **Limitations of Subpoena Power and Errors and Omissions Liability.** By signing this agreement, you agree that you will not subpoena me to testify or provide information in any action or proceeding arising out of or connected to in any way with this coaching/consultative process or any dissolution-related court action. Further, I will not be held liable for any error or omission in connection with this coaching/consultative process or associated documents.

NOTICE OF PRIVACY PRACTICES

These coaching and consultative services are afforded all statutory protections that apply to other forms of mediation. This means that if you decide to proceed with formal litigation, the following privacy provisions will apply:

1. You and/or your spouse will have the right to refuse to disclose, and may prevent any other person from disclosing, any mediation communication.
2. The participants/team members in your family process may refuse to disclose, and may prevent any other person from disclosing, a mediation communication made by that participant. See RCW RCW 7.07.
3. Though there may be some exceptions, the communications that will take place during your mediation/Collaborative Law divorce process will generally be treated as privileged and will not be subject to discovery or admissible as evidence in your subsequent case.
4. Though I am not serving as your therapist in this context, as a licensed mental health provider, I am legally and ethically bound to make disclosures outside the collaborative divorce, mediation or co-parent coaching process in the following instances:
 - I. If I believe that you intend to physically injure yourself I will take steps to minimize your harm to yourself. This may include calling the police, a CDMHP, or whatever steps I believe are indicated.
 - II. If you state substantial intent to physically injure another individual, I will make efforts to inform that person and also inform you of my intent.
 - III. If I become aware of any physical or sexual abuse of a minor child, a developmentally disabled adult, or an older adult, I am required by law to notify the appropriate authority.

Your signature below indicates that you have read and agree to enlist my services under the above stipulated conditions.

This is a legally binding agreement between us, which you are free to have reviewed by an attorney before signing. If you have any comments or concerns about signing, please address those with me directly. Thank you.

Client Signature /Date

Jill Gross, Psy.D. /Date