

Ariella Goodwine Fisher, MFT
MFC#37564

Collaborative Practice
Statement of Understanding for Collaborative Coaching Services

You are retaining Ariella Goodwine Fisher, MFT to provide coaching services in support of your collaborative law dissolution.

Role of the Collaborative Coach

The goal of the Collaborative Coach is to assist clients in achieving a marital dissolution which minimizes the negative impact upon the interpersonal and financial aspects of the client's life, and the life of the family when children are involved. The Collaborative Coach works as part of a team integrating the legal, emotional and financial aspects of a divorce. I will assist you in identifying and prioritizing your concerns, working towards productive communication with your spouse, developing a parenting plan when children are involved and direct best efforts toward a durable, collaborative settlement.

As a licensed marriage and family therapist working in the Collaborative Practice model, I will not provide a diagnosis or treatment to Collaborative Practice clients. If I believe that mental health counseling would be beneficial to you, and you are not already meeting with your own therapist, I may provide referrals for therapists in the community.

Confidentiality

The typical privacy and confidentiality practices applied by mental health professionals do not apply when operating in the role of a Collaborative Divorce Coach. In the Collaborative process, all parties involved agree to sign confidentiality waivers which enable coaches, attorneys, child specialists and financial specialists to confer in order to help facilitate a durable settlement agreement.

Should either party elect to move from the Collaborative process to a court process, all materials, including all content of meetings (both written and oral) remain confidential and may not be used in any court proceedings.

While the role of a Collaborative Coach is different from the role of psychotherapist, I am a licensed mental health professional and must follow standard federal privacy statute exceptions to report outside of the collaborative team.

Exceptions to client confidentiality outside of the collaborative team:

- I) 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.
- II) If I believe that a client is in a mental or emotional condition where he/she poses a danger to him/herself or others, I am required to breach confidentiality to facilitate the client's safety.
- III) If, in my professional capacity, I have reasonable suspicion of child abuse or neglect, or abuse of a dependent, disabled or elder adults (age 65+), I am required by law to file a report with designated protective agencies.

Office Policies

- **Fee**
 - Fees for Collaborative Coaching Services are \$200/hour. Time will be billed in 15 minute increments. This fee applies to all efforts supporting your Collaborative Divorce including, but not limited to, time in team meetings, in one-on-one meetings with you or with supporting professionals, traveling to and from meetings, writing documents, writing and responding to e-mail and telephone calls.
- A retainer of \$2,000 is payable upon the signing of the Statement of Understanding. Services will be billed first to the retainer. Upon reduction of the retainer to \$500, the retainer will be replenished to \$2,000.
- Monthly statements will be sent via USPS no later than the 10th of the month for the previous month's services provided. Upon termination of services all incurred fees are due and payable. Any unused funds will be returned to the client via USPS no later than the 15th of the month following the month of termination.
- Past due accounts will be charged an interest rate of 10% per annum and there will be a \$35 fee for any returned check. Fees can be paid via VISA, MasterCard or Check.
- **Cancellations**
 - Appointments represent time held specifically for you. Cancellations made less than 48 hours before the scheduled appointment time will be charged a full fee for that meeting. You can cancel an appointment via phone **(650) 342-6980** or email ***info@ariellamft.com***

- **Communication**
 - When not face to face, communication will occur via telephone, voicemail, email or USPS. If you prefer a different arrangement, feel free to let me know.

Election to Terminate

Collaborative Practice is a voluntary process. If either party decides that Collaborative Practice is no longer a viable option and elects to do so, he/she agrees to immediately inform the other party and their respective Collaborative Coach in writing. If you withdraw from the collaborative effort and/or begin or continue with any court action for any reason, Collaborative Coaching services will cease.

The Collaborative Coach may terminate services at will and/or if the process is no longer viable. If the Collaborative Coach withdraws from the process for any reason, the client, the other party and the respective Collaborative Coach will receive written notice.

In the absence of termination of the Collaborative Process, this agreement ends not later than the signing of dissolution papers.

Limitations

While the Collaborative process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, we believe it offers a positive method toward a cooperative and durable solution. For couples with children, this process can assist with facilitating a future co-parenting relationship that will benefit their children.

Success in building a collaborative environment is, in large part, dependent on the issues that are identified, the motivation and efforts of the parties as well as their commitment to the process.

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

Printed Name

Date

Signature

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