

Ann Buscho, Ph.D.
Licensed Clinical Psychologist (PSY 16643)
711 D Street, Suite 207
San Rafael, CA 94901

DIVORCE COACH

INFORMED CONSENT

This document contains important information about the professional services and business policies of Ann Buscho, Ph.D. By signing this agreement you give permission to me to provide divorce coaching 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 team is to help the divorcing couple 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, licensed mental health professionals, attorneys and financial specialists work together as a team to help the couple address the emotional, legal and financial aspects of divorce.

THE ROLE OF THE DIVORCE COACH

Generally each party has a divorce coach. Divorce coaches are licensed mental health professionals. 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 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.

THE DIVORCE COACHING PROCESS

Divorce coaching is an opportunity to define and implement a plan for how you want your post-divorce relationship to be. Divorce coaching involves a joint effort between client and coach. Progress and success in the collaborative 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 this process. These can be a natural part of divorce. You will make important personal decisions in the collaborative 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.

If at any time while we are working together, it appears 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.

COACHING SESSIONS AND MY AVAILABILITY

An individual divorce coaching session is typically scheduled for 60 minutes. Sessions with additional team members are typically scheduled as double sessions. 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.

I try to return phone 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.

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, the County crisis line at (415) 499-6666, or the Suicide and Crisis Hotline at (415) 499-1100. My office voice mail message may provide these instructions as well.

CONFIDENTIALITY AND SAFETY

In addition to the confidentiality waivers which you sign with your attorney, you agree to sign a confidentiality waiver to allow me to communicate with all of the professionals on the collaborative team. The specifics of this will be discussed before the waivers are signed. The

purpose of having signed waivers is to enable full communication among the collaborative team members so as to facilitate the team approach. Email is often used by the team to schedule professional meetings or meetings with you. However, the use of email for substantive issues is strongly discouraged, due to lack of internet security, among other reasons. Therefore I do not charge for reading or responding to brief, non-substantive emails, and if an issue merits a phone or in-person discussion, I will request that this occur.

While the role of coach is different from the role of Psychotherapist, I am in practice as a licensed psychologist. Except where confidentiality waivers have been signed, the confidentiality of communications between you and me is important and is protected by the laws and ethical standards governing the practice of psychology, with some mandated exceptions. Disclosure is required when I have reason to believe that you are in danger of hurting yourself or someone else; in cases of suspected child or elder abuse and/or neglect; or pursuant to a legal proceeding. With these exceptions, information given in the collaborative divorce process will not be shared with anyone outside of the collaborative team without the client's written permission.

FEES

My divorce coaching fees start at \$225 per hour. Payment for services is expected at the time services are rendered.

An initial retainer of \$3000 is required to cover team consultation time, out-of-session client contact, some team and client emails, and team face-to-face and telephone contacts. Telephone conversations will be billed in 5 minute increments in proportion to the hourly rate. Travel time to meetings not held in my office will be billed at the prorated hourly fee. Incidental fees may include late payment charge and parking. An additional \$2500 will be required whenever the retainer balance falls below \$500. Unused funds will be returned at the termination of services. A statement will be provided monthly.

CANCELLATIONS:

Two business days, or 48 business hours advance notice of cancellation is required if you cannot come to an **individual meeting**. 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 charged the full fee for individual appointments not cancelled with at least two business days notice.

If a **team meeting** is canceled without a full week's advance notice (five business days) you will be charged the full fee for the time scheduled for that meeting, including travel time, if any.

ELECTION TO TERMINATE

If either party decides that the collaborative process is no longer viable and elects to terminate the status of the case as a collaborative law matter, he/she agrees to, in writing, immediately inform the other party, their respective coaches, and attorneys.

The divorce coach 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, all incurred fees are immediately due and payable.

In the event of a termination, appropriate referrals will be offered to facilitate the client's transition out of the collaborative divorce process.

LIMITATIONS

While the collaborative 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.

SIGNATURE OF CLIENT

DATE

Ann Buscho, PhD
SIGNATURE OF COACH

DATE