

## Collaborative Coach Agreement

Prepared for \_\_\_\_\_ • DATE \_\_\_\_\_

v.1

We, \_\_\_\_\_ and \_\_\_\_\_, (Clients, herein also referred to as “parties” and plural “you”) retain Loretta L.C. Brady, Ph.D. (Coach) to serve as our Collaborative Coach in our collaborative law process. This retention is per the terms of the Collaborative Participation Agreement entered into by the parties and their attorneys. The clients and the Coach acknowledge and agree as follows:

1. **GOAL OF THE COLLABORATIVE PROCESS:** The goal of the collaborative process is to help you resolve issues in the divorce process by developing shared solutions that meet the needs of your family without going to court.
  
2. **ROLE OF THE COLLABORATIVE COACH:**
  - a. The coach’s role, in general, is to assist with communication and self-management skills so that the parties might reach an efficient, respectful, open, and emotionally healthy dispute resolution.
  - b. The coach will work cooperatively with the clients, the attorneys, and any other professionals involved to assist in the resolution of the parties’ disputes.
  - c. The coach may meet with the clients individually and/or together, with or without the attorneys and other collaborative professionals, as needed to facilitate the collaborative process.
  - d. As your collaborative coach, I will do my best to:
    - assist you to determine what is most important to you in the divorce process;
    - assist you to create goals for what you want for you and your family;
    - help you identify and prioritize your concerns;
    - assist you in managing the emotions that are part of the divorce process and in reducing stress;
    - assist you to strengthen your communication skills and to communicate your needs;
    - make effective use of conflict resolution skills;
    - collaboratively work with you and the other members of the collaborative team to improve communication, reduce misunderstandings, resolve problems, and facilitate the collaborative process;
    - assist you in developing co-parenting skills and a parenting plan, if children are involved;
    - facilitate process and communication at meetings with the goal of making each meeting as effective, productive, and efficient as possible;
    - remain neutral and advocate for you as a couple and as parents, if children are involved, and not advocate for either of you as individuals against the other.
  - e. The divorce coach does not provide therapy to you or your children. If you need assistance on issues that fall outside of the collaborative process or that require more support than I can provide, I will discuss this with you and, at your

request, provide you with referrals.

- f. As a divorce coach, I cannot serve in any other role with you or any member of your family either during or after the collaborative process.

3. **YOUR RESPONSIBILITY:** Collaborative divorce coaching is a joint effort between parties and coach. While a successful outcome cannot be guaranteed, your commitment to the process is essential for a positive outcome.

Fundamental to the process is that you agree to comply with the collaborative participation agreement that you signed to start the process, including

- to communicate respectfully;
- to provide full, honest, and voluntary disclosure of all information related to the collaborative matter;
- to commit to regular meetings with your coach and with other members of the collaborative team;
- to complete homework assignments to obtain important information as requested;
- to express your needs;
- to be flexible and open in considering options for dispute resolution;
- to take into account not only your needs, but also the needs of other family members, such as your children, in considering resolution of issues.

If at any time in the collaborative process you have questions, please ask for clarification. Your initial impressions about the collaborative divorce process, suggested procedures and goals, and your feelings about whether you are comfortable working with me are important to the process and to a successful party-coach relationship.

#### 4. **VOLUNTARY FULL DISCLOSURE:**

- a. The clients authorize the coach to fully disclose all relevant information to the collaborative attorneys and to all other collaborative professionals.
- b. The clients agree to provide authorizations and releases as requested allowing the coach to obtain relevant information. Such authorizations and releases may be directed to professionals such as therapists and teachers and to entities such as employers, school and health care providers, among others.
- c. The clients agree to make full and complete disclosure of all requested information to the coach.

#### 5. **CONFIDENTIALITY:**

- a. a. The coach may engage in discussions with each attorney and/or the other collaborative professionals. Each attorney shall be entitled to full communication from the coach. The clients recognize and agree that their communications with the coach shall not be considered confidential within the confines of the collaborative process.
- b. While the clients waive any right of confidentiality with the coach to allow communication with each attorney and the other collaborative professionals, this shall not be construed as a waiver of confidentiality for any other purpose. Other than as specifically set out in this agreement, the work of the coach is confidential. The clients and the coach understand and agree that all work in the collaborative process shall be considered and held strictly confidential except as otherwise provided in this agreement.
- c. The coach and parties agree that should the parties fail to resolve this matter through the collaborative process, the coach shall not testify in any litigation concerning the parties. The coach's work product (such as notes, work papers, summaries and reports) shall be inadmissible as evidence in any court proceeding.
- d. All communications in the collaborative process and coach's work products shall be considered as settlement discussions and shall not be admissible in any court proceeding. The parties shall not request or subpoena the

notes and documents of the collaborative coach (other than requests for use in the collaborative process) or request or subpoena the testimony or participation of the coach in any litigation or legal process involving the parties.

- e. The clients agree that the attorney for either party may disclose to the coach any information deemed appropriate and by this agreement, the clients specifically authorize their attorneys to make such disclosures.
  - f. In the event that the collaborative process is terminated, the provisions of the Collaborative Participation Agreement, including the confidentiality provisions shall apply to the coach as well as to the parties and their collaborative attorneys.
  - g. **EXCEPTION:** Statements by either party in collaborative meetings which indicate an intent or disposition to endanger the health or safety of one's self or of another party including a child or to conceal or change the residence of a child without agreement or intent to commit a crime, will not be considered confidential settlement discussions. Specifics of mandated professional obligations are detailed below in #15.
6. **DISCLOSURE BY THE COLLABORATIVE COACH:**

- a. If the coach learns that either client or another party has withheld relevant information or misrepresented information or otherwise acted so as to undermine the collaborative process, the coach shall so advise the attorneys. The coach may withdraw from the process and either party or attorney may then terminate the collaborative process pursuant to the Collaborative Participation Agreement.
- b. If it is determined by the coach that either client cannot meaningfully participate in the collaborative process at any given time, then the coach shall so advise the attorneys. The collaborative coaches, the attorneys, and the parties shall then evaluate and determine whether, when and how to proceed. The role of the coach is limited to assistance of the clients in the collaborative process.
- c. At the completion of the collaborative process by submission of a settlement to the court, or at the termination of the collaborative process, the coach (including professionals associated or affiliated with that coach) shall not provide further services to the clients and/or other parties, outside of any collaborative process, except as mutually agreed to otherwise in writing by all parties, including the coach. The clients may work with the coach on ongoing parenting and/or other communication issues after the completion of the legal process. In this event, unless otherwise agreed to in writing by the parties, the terms of this Agreement and the Collaborative Participation agreement shall continue to apply to all services provided by the collaborative coach.

7. **COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENT:** The clients and the coach agree to adhere to the terms of the Collaborative Participation Agreement entered into by the parties and their attorneys. By signing this agreement, the clients and the coach acknowledge that they have each respectively read and understood the Participation Agreement, and agree to participate in the collaborative process pursuant to the Participation Agreement.

8. **TERMINATION OF SERVICES AND/OR THE COLLABORATIVE PROCESS BY A PARTY:** Clients retain the right to terminate the collaborative process and/or the services of the coach at any time. Termination of the services of the coach ends the role of that coach and may, at the election of the clients, terminate the collaborative process.

- a. If you decide that the collaborative process is no longer viable and elect to terminate the collaborative process, you agree to immediately inform, in writing, your coach and your attorney. Your collaborative team reserves the right to terminate the collaborative process if either party engages in conduct in violation of the collaborative participation agreement. In the event of termination, all incurred fees are immediately due and payable.

- b. I reserve the right to withdraw as your divorce coach if we have a material disagreement about the management of your case (for example, if you instruct me not to reveal information that I feel is important to the process), or if you fail to meet your responsibilities under this Agreement, including, but not limited to, your obligation to timely pay statements and comply with requests for additional advances. Should I determine that I need to withdraw, I will make every reasonable effort to protect your interests such as giving you sufficient advance notice so that you can arrange for a new coach.
9. **DEPOSIT:** The clients agree to pay the coach an initial deposit of \$1500. The hourly charges and costs and expenses will be credited against the deposit. The clients authorize the coach to use the money deposited to pay the fees and other charges as they are incurred. The clients acknowledge that the deposit is not an estimate of total fees and costs, but merely an advance for security. At such time as the initial deposit is reduced to \$750, the clients may be required to pay additional deposits as requested by the coach. Any unused deposit at the conclusion of the coach's services will be refunded.
10. **FEES AND BILLING PRACTICES:** The client agrees to pay by the hour at \$175 per hour for all time spent on the client's matter by the coach. Time is charged in minimum units of 1/6th of an hour. The client will be charged for the time spent on telephone calls, correspondence, conferences, out of pocket costs and e-mail relating to the client's matter. Time needed to travel to meeting sites other than the BDSInsight meeting space will be billed at ½ the hourly rate and deducted from the retainer. This will be listed as "travel" on invoice statements. Please note that my fees as a divorce coach are not reimbursable by health insurance.
11. **BILLING STATEMENTS:** The clients will be sent periodic statements reflecting fees and charges incurred.
12. **CANCELLATION POLICY:** I request 48 business hours notice for cancellation or postponement of an appointment. Otherwise, the full fee will be charged for the full time that has been set aside. To cancel a Monday appointment, I request cancellation by Thursday at 5 p.m. When an appointment is scheduled for two parties to meet with me together, and one party cancels without 48 business hours notice, the cancelling party is required to pay the fee for the missed session.
13. **DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in any statement to a client may be construed as a promise or guarantee about the outcome of the clients' matter.
14. **DEFINITIONS:** While other collaborative professionals are referenced in this agreement, these professionals may or may not be part of their collaborative process. All references to other collaborative professionals refer only to such professionals who are employed by the parties as a part of their collaborative process.
15. **MANDATED DUTIES:** As a licensed mental health professional, I have the following legally mandated duties:
- If 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 obligated to report any suspected physical or sexual abuse to the appropriate authorities;
  - If a party communicates to me a threat of physical harm to an identifiable person or his/her property, I am obligated to warn the intended victim and notify the police;
  - If I believe that a party is in a mental or emotional condition where he/she poses a danger to him/herself or others, I may breach confidentiality or contact others for the party's safety;
  - If I have a reasonable suspicion that a party may be unable to care for him/herself, or may be unable to provide for his or her basic personal needs for clothing and shelter, I may

breach confidentiality for the party's safety.

16, **ELECTRONIC COMMUNICATION AND RECORD KEEPING:** Please know that electronic communications, including those of email, always run the risk of being read or intercepted by others. I will not send anything electronically without your written consent. Also, please know that my records are protected to the best of my ability with notes placed in files that are password protected and backed up externally with encrypted copies. By New Hampshire regulation, notes must be kept for a minimum of 7 years and may then be destroyed.

BY SIGNING THIS AGREEMENT, THE CLIENTS ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS, HAVE HAD OPPORTUNITY TO DISCUSS IT WITH DR.BRADY, HAVE HAD THEIR QUESTIONS ANSWERED, AND ENTER INTO THIS AGREEMENT VOLUNTARILY.

\_\_\_\_\_ and \_\_\_\_\_  
Clients

\_\_\_\_\_  
Date

\_\_\_\_\_  
Collaborative Coach

\_\_\_\_\_  
Date