



MARRIAGE & FAMILY THERAPY  
of WESTERN NEW YORK

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## Informed Consent for Collaborative Process Neutral Mental Health Professional

Welcome to my Collaborative Divorce practice. I am committed to helping you achieve your desired outcome during our time together. A *collaborative divorce coach or child specialist* relationship offers a unique relationship between the two of us. In order that we start our relationship in a healthy way, I have put together this document to ensure that there are no misunderstandings about the various aspects of my practice and the Collaborative Divorce process.

### Background and Services

I am a Licensed Marriage and Family Therapist in an independent private counseling and consultation practice. All professionals in the Collaborative Divorce process maintain their own fee agreements and bill independently of one another.

My credentials include the following:

- Master's degree in Human Development and Family Relations with a specialty in Marriage and Family Therapy
- Ph.D. in Family Studies, with a specialty in Marriage and Family Therapy
- Licensed in New York State to practice Marriage and Family Therapy
- Clinical Fellow of the American Association of Marriage and Family Therapy, and the New York Association of Marriage and Family Therapy
- Research Assistant Professor of Psychiatry at the University of Buffalo.

Specific to your divorce situation, I will be acting in the role of your Collaborative Divorce Coach and will not be your personal therapist or counselor, court evaluator, parent coordinator or child custody evaluator.

I reserve the right to refer you to a mental health therapist/counselor, or appropriate resource at any time if your needs in collaboration exceed what I can offer you ethically in my role as a Divorce Coach. I also reserve the right to refer your case to another Divorce Coach if your needs are not a good match for my skills or experience in the collaborative process.

## Information meetings

You may elect to attend a Collaborative Divorce informational meeting by yourself or preferably with your spouse. The informational meeting is not to be misinterpreted as us having an agreement to work together in any capacity. Only until you have selected your full collaborative team, retained all of your professionals and signed the Collaborative Participation Agreement, my Informed Consent are you enlisted into the Interdisciplinary Collaborative Divorce process. I bill my standard rate of \$150 per hour for the information meeting. Neither you nor your spouse are under any obligation to select me as your coach at the end of this meeting. The meeting is designed to answer your questions regarding the Collaborative Divorce model and to assist you in deciding if this model complements your goals and is the right choice for you and your spouse. Attendance at an information meeting does not constitute an agreement between us of any nature until all of the above documents are signed and you have your full team selected and in place.

## Financial

By signing this document, you indicate your understanding that payment is expected at the time service is rendered unless other arrangements have been made. By signing this document, you are agreeing to pay for the services rendered and any additional expenses that may be accrued in collecting said fees.

In Collaborative Divorce, I begin each case with a retainer deposit of \$1000. Each time we meet, I will bill your account for the time I spend working on your case and deduct that amount from your retainer balance. When the balance of the retainer reaches \$200.00 I will ask you to replenish your retainer in the amount of \$1000 so that I may continue working on your collaborative case. My services will be billed at the hourly rate of \$150 per hour, or any portion thereof, in 15-minute increments. The hourly fee for Collaborative Coaching, Child Specialist or Case Manager is \$150.00. By signing this document, you are agreeing to pay for the services rendered and any additional expenses that may be accrued in collecting said fees.

Additional charges will include but are not limited to meetings with different configurations of professionals; preparation of minutes or reports; telephone calls; time spent reading, responding to, and filing emails; preparation for meetings and debrief meetings; travel time; document preparation; books and materials; failed appointments in which you did not show or cancel within a reasonable time frame of 1 business day (24 hours).

Should there be a remaining balance on your account once your case has concluded, and final documents have been filed and approved by the court, this remaining balance

amount will be refunded to you within 10 days of court approval. I reserve the right to change my fees with 30 days' notice. You have the right to be informed of all fees that you are required to pay and my refund and collection policies. Please discuss these with me if you have a concern.

In the event that you or your spouse decide to take your divorce case to court, or for any reason, either of you chooses to subpoena records, require a deposition or instigates any outside legal action, the person requesting such information is responsible for all administrative and professional costs to be reimbursed at \$150.00 per hour. In addition to the aforementioned costs, the same person will be responsible for all legal and attorney fees that I incur during the entire process.

## Insurance

Most medical insurance plans do not consider divorce a "medical necessity." Therefore, in almost all cases your health insurance will not reimburse you for collaborative services rendered by your coach or child specialist. You are responsible for researching your insurance options on reimbursement and I would encourage you to do so if you feel so inclined or wish to know more about reimbursement. In any case, you take sole responsibility in rendering payment due on your account.

## Availability of Services

My practice does not have the capability to always respond immediately to mental health emergencies, Collaborative Divorce Coaching or Child Specialist emergencies. True emergencies should be directed to the community emergency services (911). Established collaborative cases with an urgent need can call my office phone number, but an immediate response is not guaranteed. A quick or immediate response in one situation does not constitute a commitment or rapid response in another situation.

## Appointments

Regular attendance at your scheduled appointments is one of the keys to a successful outcome in the Collaborative Divorce Coaching model. We can discuss the number of appointments one can anticipate for coaching; however, I require a minimum of at least two (most likely more) individual coaching sessions to best prepare you for participating in all future meetings. Appointments canceled at the last minute are very detrimental to the collaborative process. Please make note of my policy on cancellations. You will be billed at my hourly rate for appointments you fail to cancel in accordance with this policy.

Repeated late cancellations or missed appointments will not only be billed, but could result in me withdrawing from your case. Please arrive for your appointment on time. Your appointment billing starts at the time scheduled and ends per the time agreed. Please note that these are personal financial obligations that you are responsible for and not the obligations of your insurance company, spouse or third party.

Appointment availability varies with my client load at the time. High demand appointments (off hours, late afternoons, and weekends) are likely to be sporadic in their availability. I reserve the right to limit my commitments of high demand appointment times to any particular client in order to meet the needs of all my clients and balance my workload.

## Privacy, Confidentiality, and Records

All communications, reports, records, case notes documentation, opinions, email minutes and phone calls made while in the process of Collaborative Divorce are held in the strictest confidence. Should either you or your spouse move from Collaboration into any court proceeding, I will withdraw from your case and all written materials and work product, both written and oral, from your coaching meetings or child specialist meetings, shall remain confidential and will not be available for use in any court proceeding. It is imperative that you read your Collaborative Commitment Agreement, your Collaborative Statement of Understanding (which is my retainer agreement with you), and this document to ensure that you understand the limits of confidentiality before you start the Collaborative Divorce process.

In the event that you or your spouse file any documents with the Court, other than those required by the Collaborative Divorce process, all collaborative professionals on your team will be disqualified from further presenting or assisting you, and the Collaborative Divorce process will terminate. Upon termination of the Collaborative Divorce process, all collaborative professionals on your team will be disqualified as witnesses and their work product and the work of all jointly retained professionals and consultants will be inadmissible as evidence in any court proceeding.

It is important to note that Collaborative Divorce is a process that embraces the idea that everyone retained to work on your case is going to discuss matters openly and freely with regard to your divorce. All team members will share information regarding your case, and by signing this document, you authorize the release of information amongst and between your professional team members to provide the transparency needed to effectively work for you and your spouse in Collaborative Divorce.

Ordinarily, all communications and records created in the collaborative process are held in the strictest confidence. However, there are numerous exceptions to confidentiality defined in the state and federal statutes. In all cases, I will act according to what is professionally mandated by law. The most common of these exceptions are when there is a real or potential life or death emergency, domestic violence is suspected, or when child/elder abuse or neglect is involved.

I also participate in a process where selected cases are discussed with other professional colleagues to facilitate my continued professional growth and to give your case the benefit of clinical input from a variety of professional experts. While no identifying information is released in this peer consultation process, the dynamics of the problems and the people are discussed, in signing this document, you acknowledge that your case may be part of this peer consultation process.

The rules and laws regarding confidentiality, privacy, and records are complex. The HIPAA Notice of Privacy Practices included in this packet of information, details the considerations regarding confidentiality, privacy, and your records.

Periodically, the HIPAA Notice of Privacy Practices may be revised. Any changes to these privacy practices will be posted in my office, but you will not receive an individual notification of the updates. By signing this document, you acknowledge having been given a copy of the HIPAA Notice of Privacy Practices and your questions regarding privacy and confidentiality have been answered to your satisfaction.

## Purpose, Limitations, and Risks of Collaborative Divorce

In Collaborative Divorce there is no guarantee that you will successfully terminate your legal marriage or come to a resolution that is agreeable to both you and or your spouse. If one or both of you elects to leave Collaborative Divorce you will most likely begin all over again by pursuing a different divorce option to resolve your differences. None of the cost incurred while participating in the Collaborative Process will be refunded.

The process of Collaborative Divorce, like most endeavors in the helping profession, is not an exact science. Collaborative Divorce usually involves working through tough personal issues that can result in some emotional or psychological pain for you, the client. Attempting to resolve issues that brought you to divorce or collaboration in the first place may result in changes that were not originally intended. The collaborative process may result in decisions about you changing behaviors, employment, substance use, schooling, housing, relationships, or virtually any other aspect of your life. Sometimes a decision that is positive for one family member is viewed quite negatively by another family member. Change will sometimes be easy and swift, but more often it will be slow and even frustrating. There is no guarantee that collaboration will yield positive or intended results. In the case of a dissolving marriage, interpersonal and individual conflict can increase as we discuss family issues and brainstorm options. The Collaborative Divorce process is structured to address these areas of concern and to assist you in coming to mutually acceptable solutions. The collaborative process is not intended to be a replacement for therapy, mental health counseling, or reconciliation.

## The Collaborative Process

Coach: Your coaching experience will begin with one or more sessions devoted to an initial assessment so that I can get a good understanding of the issues, your background, and any other factors that may be relevant to your case. When the initial assessment process is complete, we will discuss your individual goals, the issues and problems that brought you to divorce. You have the right and the obligation to participate in decisions regarding our course of action. You also have the right to refuse any recommended coaching advice or to withdraw consent to participate in the collaborative process and to be advised of the consequences of refusal or withdrawal.

Child Specialist: In the role of a Child Specialist, I am neutral to the parents but an advocate for the child(ren). The experience begins with any number of configurations: meeting with each parent either separately, meeting both parents together, or meeting parents and child(ren) together. One or more sessions are devoted to an initial assessment so I can gather information, hear concerns and note any factors that may be helpful or relevant to you when creating the Co-Parenting Agreement. Asking to make a home visit to one or both parent's residence is not uncommon when young children are involved. My purpose in all the meetings is to gain insight into the family dynamics, summarize my experience and present the information in meeting that minimally includes both coaches and spouses; yet can sometimes include others on your team. My role as a Child Specialist is to bring the "voice" of your children into the meeting before you begin creating your Co-Parenting Agreement with your coaches. I provide your child(ren) with an opportunity to voice his/her concerns regarding the divorce. I will offer parents the information they will need to make informed decisions when they create their Co-Parenting Agreement with their coaches.

In the role of the Child Specialist, I do not make recommendations, qualify as an "expert witness," determine custody, serve as parent coordinator, evaluate parents for mental illness or appropriateness, or evaluate children. My report is not in writing and my records and documentation are inadmissible as evidence in any adversarial court proceeding. I see your child(ren) for one or two sessions only. My role as the Child Specialist is limited in that I cannot become your child's therapist or counselor, parent coordinator or a court custody evaluator.

## Our Relationship

The coach or Child Specialist relationship is unique in that it is exclusively focused on the Collaborative Divorce model. It is inappropriate for a client and a Divorce Coach or Child Specialist to spend time together socially, to bestow gifts, or to attend family or religious functions. The purpose of these boundaries is to ensure that you and I are clear in our roles for your collaborative process and that your confidentiality is maintained.

If there is ever a time when you believe that you have been treated unfairly or disrespectfully, please talk with me about it. It is never my intention to cause this to happen to my clients, but sometimes misunderstandings can inadvertently result in hurt feelings. I want to address any issues that might get in the way of the collaborative process as soon as possible. This includes administrative or financial issues as well.

## Informed Consent

You understand that by signing below you are stating that you have thoroughly read this Informed Consent and are agreeing to the terms set forth in this document. You are designating me to be your Divorce Coach (Child Specialist or Divorce Coach) and understand and agree to the terms described in The Collaborative Statement of Understanding, Collaborative Commitment Agreement and the Informed Consent. It is agreed that either of us may discontinue the Collaborative Divorce process at any time. In the case of a minor child, and you are designating me to act in the capacity of Child Specialist, you hereby affirm that you are a custodial parent or legal guardian of the children) and that you authorize services for the children) under the terms of this agreement.

Again, should either party elect to move from the Collaborative Divorce process to a court process, all materials and content, both written and oral, from the coaching sessions, and Child Specialist meetings remain confidential and will not be used in any court proceeding.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_