

**Wendy Iglehart, MA, LCPC, LLC
10 Warren Road, Suite 120
Cockeysville, Maryland 21030
443-824-0222**

New Client Information

Name: _____

Date of Intake: _____

Street Address: _____

Date of Birth: _____ Age: _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

E-mail Address: _____

Referred By: _____

Child or Children Information:

Name(s) and Age(s)

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Collaborative Divorce Contract and Informed Consent Packet

Welcome to the Collaborative Practice Process. This process is based on the belief that families transition through a collaborative divorce in an efficient and emotionally healthy way. It assists you to learn how to interact and communicate with each other in a more respectful and open manner. In turn, you utilize the new skills in the settlement discussions and in the post-divorce relationship.

My Role as Your Coach

You and the other party have a collaborative mental health professional who is known as the *coach* and is a licensed mental health professional. Communication and self-management skills are taught to you by the coach. In individual and joint meetings (with or without the collaborative attorneys), I work with you and the other party 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. Offer expertise in child development and psychological aspects of divorce
5. Assist in creating a parenting plan by anticipating potential difficulties
6. Work collaboratively with you and the other party, the attorneys, and other involved professionals to improve communication, reduce misunderstandings, and resolve problems as they arise
7. Provide continuing education about the collaborative process
8. Remain available to continue to help you address specific divorce issues after the divorce is final

Benefits and Risks

The collaborative process depends upon your motivation, effort, and other circumstances such as interactions with family and friends. You make important personal decisions and your final agreement will be shaped by you and the other party in a way that is unique to your family's circumstances. This requires flexibility by both of you so that a fair and mutually equitable agreement can be achieved. You may experience distressing feelings such as unhappiness, anger, and guilt during the process. This can be a natural part of divorce. On the other hand, the benefits of the collaborative process tend to show a better post-divorce relationship and a reduction of feelings of distress. While a successful outcome cannot be guaranteed, your commitment to the collaborative process is essential for a positive outcome.

Contacting Me

I am often not available by telephone or email when I am with a patient or client. Before or after hours, I will make every effort to return your call or email within 24 hours or same day with the exception of weekends and holidays. If you are difficult to reach, please inform me of times when you will be available.

I may not be available for immediate emergencies. 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 you are unable to reach me and feel that your condition is such that you cannot wait for me to return your call, contact your family physician; or contact the nearest emergency room and ask for the crisis counselor on call; or contact the Maryland Crisis Hotline at 1-800-422-0009.

Confidentiality

All of the parties involved (the couple, the collaborative attorneys and the coaches) agree that all notes, work papers, summaries, written or oral opinions, and written or oral reports of the coach are confidential and may not be released to any person or entity outside of the collaborative process. This confidentiality does not prohibit the furnishing, upon written request, of records to a collaborative professional involved by your agreement in this process.

Should you or the other party or team member elect to terminate or withdraw from the process, all materials of the meetings and communication with or between any members of the collaborative team may not be used in any court proceedings.

I am in practice as a Licensed Clinical Professional Counselor (LCPC) the confidentiality of communication between my clients and me is protected by the laws. However, there are a few exceptions. In some situations, I am legally obligated to take action to protect you or others from harm.

If I believe that a child, elderly person or disabled person is being abused, I am required by law to file a report with the appropriate state agency. In addition, if you have been physically or sexually abused in the past and the abuse had not been reported to the proper authorities, I must report even if the perpetrator is deceased.

If I believe that a client is threatening seriously bodily harm to another, I may be required to take protective actions. These may involve notifying the potential victim, contacting the police, or seeking hospitalization for the patient. If the client threatens to harm himself, I may be obligated to seek hospitalization for the client, to contact a family member or others who can help provide protection.

Open Communication

As your coach, I may communicate with the parties and the collaborative professionals including (but not limited to) each party individually or together, a party with or without their collaborative attorney present, each collaborative attorney individually or together, any attorney consulted for any opinion during the collaborative process, and any other professionals retained by the parties who have signed a participation agreement in this matter.

You hereby authorize and release the attorneys and me to share information, opinions and/or communications regarding this matter with any of the participants, specifically with each other, individually, or collectively; with any other professionals who have signed a participation agreement in this matter; and/or with the parties, together or individually. The parties understand and agree that I, at my discretion, may reveal to one party what has been communicated by the other.

If you share information with me that you specifically wish to keep confidential, you must apprise me of that fact so that the issue can be discussed and an agreeable resolution reached. For example, if said information is not germane to the collaborative process, it may be eligible to be kept confidential.

You may not knowingly withhold or misrepresent information material within the process. Should you or the other party continue the conduct after being duly advised, such conduct will mandate withdrawal of my services and shall result in termination of the collaborative process.

In order to more effectively provide service, it may be important for me to communicate with any previous or concurrent treating professionals. To this end, I may ask you to sign a confidentiality waiver form allowing such communication. By signing this document, you are agreeing to promptly provide me with all necessary and reasonable information I may request, and to sign all authorizations I may deem necessary toward that end. You are free to review such authorizations with your counsel prior to signing.

Meetings without Attorneys

It is contemplated that I may meet with the parties without the attorneys present. I shall promptly update the attorneys on any such meetings and shall communicate any preliminary understandings reached in those meetings to the attorneys. I may communicate such preliminary understandings in writing to the attorneys with a copy to the parties (via email or verbally) but shall not draft any agreements. I will be paid for the time it takes to prepare such correspondences and engage in such communications. The parties will not be asked to memorialize such understandings. The parties will not sign a binding agreement without both attorneys' review.

Fees

My coaching fee is \$200 per 60-minute session. My fee for attending meetings with or without attorneys present and time traveled is \$200 an hour. My fee for case management, which includes email review, email preparation, report writing, document review, phone calls with attorneys, other therapists, or with clients themselves is \$50 per 15-minute period or \$200 per hour. I reserve the right to draw from the retainer should there be extraordinary out of pocket expenses such as tolls or postage.

I require that you pay a \$2,000 retainer to cover the initial meetings and case management. This retainer is due by the second meeting I have with you unless we agree in advance to a different payment arrangement. After the retainer is depleted, we will discuss whether to proceed with another advance payment for services or switch to a “pay as you go” policy. I will bill you monthly and apply or draw funds from your retainer to satisfy the bill. In the event of non-payment, my services will be suspended. I accept cash or checks (made to the order of Wendy Iglehart, LLC).

There will be a \$36 dollar charge for insufficient funds or returned checks. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure payment. This may involve hiring a collection agency or going through small claims court. If such legal action is necessary, its costs will be included in the claim. In most collection situations, the only information I release regarding a client’s treatment is the client’s name, the nature of service, and the amount due.

Cancellation Policy

I ask for 48 hours notice to cancel or postpone an appointment in order to avoid a full fee charged for that meeting. To cancel a Monday appointment with 48 hours notice, I ask that you call by the preceding Thursday by 5pm.

Election to Terminate

If you decide that the collaborative process is no longer viable and elect to terminate the status of the case as a collaborative practice process, you agree to immediately inform in writing to the other party, myself and the representative coach, and the attorneys. Please refer to your collaborative participation agreement.

The collaborative team also reserves the right to withdraw from the case if either or both parties engage in conduct that is contrary to the collaborative process such as knowingly undermine or take unfair advantage of the collaborative process.

If either party undertakes any (i.e.: dispute over money) contested court procedure, the collaborative process automatically terminates.

In the event of termination, all incurred fees are immediately due and payable.

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, the client, have read, understand, and accept the above business policies, and agree to be responsible for all charges incurred.

I, the client, have been provided with Collaborative Divorce Contract and Informed Consent Packet of Wendy Iglehart, LCPC, LLC.

I, the client, have provided a copy of the Participation Agreement to Wendy Iglehart, LCPC, LLC and agree and except the terms.

Signature of Client (SEAL)

Date

Printed Name of Client