

# Clinical Consultants, LLC

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LICENSED CLINICAL SOCIAL WORKER

*Required signatures on pages 3, 4, & 5*

## Collaborative Divorce Coach Description, Policies, & Consent

NAME \_\_\_\_\_ EMAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

DOB \_\_\_\_\_ AGE \_\_\_\_\_

OCCUPATION \_\_\_\_\_ EMPLOYER \_\_\_\_\_

COLLABORATIVE ATTORNEY \_\_\_\_\_

SPOUSE'S NAME \_\_\_\_\_

SPOUSE'S ATTORNEY \_\_\_\_\_

NAMES & AGES OF CHILDREN \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NEUTRAL FINANCIAL SPECIALIST \_\_\_\_\_

CHILD SPECIALIST \_\_\_\_\_

### *Mental Health Coaching ~ Collaborative Divorce*

The mental health component of the Collaborative Divorce process is designed to enhance the client's ability to communicate effectively in the process of terminating a marital relationship (or revisiting a custody agreement) in a healthy constructive way while building a functional co-parenting relationship. This is not psychotherapy. The goal is to enhance listening and communication skills to keep the process conciliatory.

**Individual Coaching.** Individual coaching is utilized at the start of the case to prepare the client to effectively collaborate. The client's personal and interpersonal history will

be examined in terms of how to increase rather than frustrate communication; diffuse conflict; strategize optimally; and continue to matriculate toward, rather than move away from, stated goals.

Individual and conjoint coaching (with the other coach and co-parent) are typically done in the coach's professional office, usually alternating between the two coaches' professional offices for conjoint visits.

***Conjoint Coaching.*** At the onset of the process, the individual coaches use a teaching tool to deconstruct communication focusing on effective listening. Practice using this tool prepares each individual client to ready themselves for a conjoint session with the two coaches using the tool to focus on goals. At the outset of the process, the couple drafts a mission statement together in the office, one that will articulate goals and values for the work which lies ahead.

***Conjoint Coaching with Child Specialist.*** A special conjoint visit usually occurs once between the two coaches and the child specialist when the child specialist presents the report on the minor children to the two parents. This is a lengthier appointment that usually strings together the parenting recommendations with initiating/reconsidering some aspects of custody, exchanges, and visitation. One of the goals of collaborative divorce is for the two parents to draft their own parenting agreement. This process is begun in coaching by talking about the children's needs and how to best take care of them during a difficult family transition. One of the best parts of this process is the opportunity for the evolving family to practice a new schedule and adjust it accordingly as the process matriculates to the best scenario for the family. After the coaching draft is complete, the collaborative attorneys draft the document into a consent judgment that is later filed with the court.

***Continued Coaching.*** Much of what happens materially with property settlement in collaborative divorce happens with the neutral financial specialist compiling accounting data of various kinds, which takes some time, the specifics of which can be discussed with the Financial Specialist. During these intervals clients are recommended to visit their individual coaches to process what they are experiencing and to identify any obstacles they are struggling with. It is not atypical for parents to be able to behave well when the topic is their children, but for communication breakdowns to begin to happen when they are discussing shared and distributed wealth, or the separation of movables, especially those of great sentimental value.

***Coach/Attorney Meetings.*** Your collaborative attorney and your collaborative divorce coach represent the two professionals who comprise "your" team. Aspects of your case are still private between the three of us, as long as the privacy does not conflict with or jeopardize case transparency. Prior to a full team meeting with the clients, the attorney and coach usually meet with the client to prepare and strategize.

***Full Team Conferences.*** Many times, cases will unfold in an unclear direction, and the team needs to talk to determine how to get the case back on track, or how to address or neutralize some aspect of the case. We prefer to do this with conference phone calls; the

clients are not present for this. These are typically 15-30 minutes in length. Easier issues with simpler solutions are usually addressed with electronic mail with case names suppressed for privacy.

**Full Team Meetings.** The actual collaborative mediation takes place in the full team meeting around a conference table, where the two clients are present, along with the collaborative professionals necessary to achieve the desired results. To that end, sometimes the Child Specialist is not needed to separate property; or other times, the Coaches are not needed to tweak a legal issue that attorneys and clients can handle. Full Team Meetings are usually calendared at the outset of the case at the Collaborative Contract Signing meeting to keep the case on point, moving toward completion. Clients are asked to bring their calendars to all meetings to facilitate the ease of scheduling.

### **Limits of Confidentiality**

Collaborative Divorce Coaching is not psychotherapy. However, meeting on a professional basis with a Licensed Clinical Social Worker, regardless of the paradigm used, constitutes direct practice, and therefore the rules of law and ethics apply to professional coaching as it would for therapy. The difference here with regards to confidentiality is that in the collaborative model, and by means of the collaborative contract, the clients will pledge transparency and thereby waive privilege where it pertains to the collaborative professionals on your team.

Even though transparency is authorized by contract to the team, what you discuss is still considered confidential and privileged and requires your express written permission to be released to any other party. However, both federal and state law requires compulsory reporting for **duty-to-warn exceptions** which would include the following:

- At such time that you threaten your own life or someone else's life;
- When you confess to sexual activity with, or carnal knowledge of, a juvenile;
- If you are HIV+ and have not disclosed this to your conjugal partner;
- Battery on a child, elderly person, infirmed person, or developmentally disabled person;
- Any and all written information subpoenaed by a court of law and ordered to be produced by a judge failing a motion to quash on the basis of client privilege.

By my signature I certify that I have read and understand this policy on confidentiality.

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Date**

### **Release of Confidential Information to Collaborative Divorce Team**

I pledge complete transparency in the collaborative divorce process. Because of this, I understand that what I discuss in the collaborative divorce coaching process may be shared with other professionals comprising the collaborative team. Specific authorization will be addressed in the collaborative agreement, which governs the

coaching relationship as well as consent to share information with the collaborative team.

By my signature I understand this policy and the reason for it.

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Date**

### **Retainer, Fees & Payment**

An initial retainer of \$1,600.00, representing 10 hours of work, is required to begin the coaching process.

Client services and professional case consultations, whether the client is absent or present, are billed at the rate of \$160.00 per 60-minute hour, broken down into 15-minute intervals. This includes both direct and indirect services. Examples of direct services include individual and 4-way conjoint coaching sessions, meetings with client and attorney, full team meetings with both clients, reading and responding to client emails, and telephone conversations with the client. Examples of indirect services include reading and answering emails from team members; telephone conferences with team members; planning and strategizing; compiling and disseminating minutes, agreements, and other documentation; and other case management services.

Travel to and from the coach's professional office to another professional's office is billed from the time of departure from the professional office to the point of arrival at the meeting destination; and then again billed again from the point of departure from the meeting place to the point of arrival back to the coach's home office. Any parking fees are added to the client's statement.

Acceptable methods of payment are cash, personal or business check, money order, Visa, Mastercard, Discover or American Express.

Please notify at least 24 hours in advance if you need to cancel your scheduled appointment. Failure to do so, at least by using voice-mail or email will result in being charged for the visit - \$160 per each hour calendared that day.

Clients will receive intermittent statements indicating what services have been billed against their retainers usually immediately prior to, or immediately following, a calendared meeting. (Clients who prefer monthly statements may request them, and I will oblige.) At such time that the \$1,600.00 retainer is exhausted, clients have the option to either (#1) replenish their retainer or (#2) pay whatever balance remains on the client account from month to month as indicated on the intermittent statement. All fees are due within 10 days of statement receipt. However, if a client balance remains unpaid in excess of 70 days, the balance due plus an additional retainer of \$1,600.00 must be paid in order for the case to go forward. In the alternative, the client may elect to authorize

credit card payments to be drafted from a major credit card on an intermittent basis when bills are disseminated.

Failure to pay fees per this contract will halt all work being done on your case.

By my signature, I certify that I have read and understand the policy on fees; the policy on required and optional retainers; the policy on intermittent billing once the retainer is exhausted; the policy on retainer replenishment versus credit card billing; the cancellation policy and penalties for not cancelling properly; and the policy halting all work on a client account overdue 70 days or more.

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Date**

**Consent to Initiate Collaborative Coaching Relationship**

I, \_\_\_\_\_, the undersigned, authorize Dr. Christopher Barrilleaux to enter into a professional social work relationship with me as my Collaborative Divorce Coach. I understand that in this role as collaborative divorce coach, Dr. Barrilleaux is not my therapist. I also understand that because Dr. Barrilleaux cannot ethically have a dual relationship with me, I cannot engage him to also be my therapist, evaluator, parenting coordinator, or mediator (other than the mediation implicit in collaborative divorce coaching). I understand the role of the collaborative divorce coach as it has been explained to me; and I have read and understand all of the foregoing policies in this document, and agree to their terms.

\_\_\_\_\_  
**Client Signature**

\_\_\_\_\_  
**Date**