

THE EVERGREEN CLINIC

INTEGRATIVE PSYCHIATRY AND WELLNESS MEDICINE

13128 TOTEM LAKE BOULEVARD NE

S U I T E 2 0 6

KIRKLAND, WASHINGTON 98304

Main: 425 821 1810

Fax: 425 823 1231

Intake: 425 825 9644

AGREEMENT FOR COLLABORATIVE COACHING SERVICES

This Agreement dated _____ between THE EVERGREEN CLINIC, PLLC, a Washington professional limited liability company, and _____ outlines the agreement for providing coaching services to support your collaborative law dissolution. Any reference to The Evergreen Clinic also includes all of its Employees. Because you decided to use the collaborative process for your dissolution, The Evergreen Clinic agrees to provide you specific assistance to support that effort. Before you sign this Agreement, please make sure you agree to all of its stipulations. You may hold off signing until you review this document with an attorney.

_____ an Employee of The Evergreen Clinic, will provide coaching services with your collaborative law case. You are making a commitment to resolve disputes without resorting to litigation. The collaborative process entails a commitment to adhere to principles such as honesty, open communication, and mutual respect.

In consideration of the mutual promises contained in this document, you and The Evergreen Clinic agree that this Agreement is made subject to the following terms and conditions:

The services are to help you achieve a marital dissolution, which will minimize the negative impacts upon social, emotional and financial aspects of your life and the lives of your children.

_____ an Employee of The Evergreen Clinic agrees to work as a member of a collaborative team to facilitate communications and help resolve conflicts throughout the dissolution process. Specifically to help you:

1. Identify and prioritize your concerns;
2. Clarify your goals and objectives;
3. Bring focus to the best interests of the children;
4. Utilize effective and respectful negotiation processes;
5. Ensure constructive communication skills are applied; and
6. Sustain a collaborative environment.

You understand and agree to:

1. Be respectful and courteous to all parties and professionals involved;
2. Candidly communicate your ideas, thinking and concerns;
3. Demonstrate you are open to new ideas and approaches to problem solving, which are beyond your own experience;
4. Be forthcoming with information needed by the parties and professionals;
5. Allow others to speak without interrupting them;
6. Encourage and support efforts to collaborate with others;
7. Focus on the best interests of the children; and
8. Work as a team member to help reach a consensus on the content of the dissolution documents and forms.

Further, you agree to:

1. Suspend court involvement in any aspect of your dissolution, while the collaborative efforts are underway, and
2. Hire, support and provide information to professionals as may be required; for example, family law attorneys, certified public accountants, specialists in psychology of children, and others needed to reach resolution to questions and concerns.

An Employee of The Evergreen Clinic will perform the duties of Collaborative Law coach, not interpret laws. You understand that a coach will act as an impartial facilitator without favor to either party. The Evergreen Clinic cannot assess what would happen if you were to withdraw from collaborative processes and then present your concerns to a court.

You acknowledge and understand that the normal privacy and confidentiality practices applied by mental health counselors and similar professionals and their clients do not apply here. The Evergreen Clinic will share with other individuals involved in the collaborative process your ideas, analyses, proposals, and other statements you make to The Evergreen Clinic or its Employees. You do not expect that confidential things you say will be held from the collaborative team. To the extent allowed by law, The Evergreen Clinic agrees to hold confidential what is heard and see throughout the collaborative process and prevent release to individuals not involved in the collaborative process.

You are hereby agreeing to waive any right you may have had to the release to you or others any notes, analyses, and communications that The Evergreen Clinic possesses, except to support the collaborative process and as noted below; this includes rights you may have had under any Federal and State laws. You agree to hold The Evergreen Clinic and all its Employees, harmless from any

difficulties that might arise from the collaborative process or any resulting agreement.

You acknowledge that at no time will you be provided therapy or a psychological evaluation, whether or not you perceive to have been provided such services.

You acknowledge that any and all confidentiality agreements between you and The Evergreen Clinic, perceived or otherwise, will be breached if it is believed:

1. There is a threat of physical harm to an identifiable person;
2. A person poses a danger to him/herself and/or others; or
3. There is a suspicion of or actual knowledge of child abuse or neglect, abuse of a dependent or abuse of an elder adult.

Additionally, a copy of this document will be given to each member of the collaborative team. Any documents (including e-mails) *may* be released if directed by a court or the Washington State Bar Association related to claims of misconduct or malpractice. You understand that using documents and other information during the collaborative process will not cause them to become privileged or confidential, unless they were created specifically for the collaborative process.

No Guarantees:

Success in building a collaborative environment is dependent on many factors. Some of those factors are: Issues that are identified, the motivation of the parties to succeed; the efforts made by the parties to fulfill their responsibilities; and the parties' commitment to collaborative processes. Despite these uncertainties, The Evergreen Clinic will work with you and do its best to help you realize your goals for this process. *The Evergreen Clinic cannot provide guarantees.*

Appointments:

Appointments can be made by calling The Evergreen Clinic

Fee:

You agreed to pay a fee of \$180 per hour. Time will be billed in minimum increments of 0.2 hours (12 minutes). Payment is due at the time of service. Services will stop anytime your account is not kept current.

If you object to any charge, you will notify The Evergreen Clinic immediately by telephone. Past due accounts will be charged an interest rate of 12% per annum and there will be a \$30 fee for any returned check.

This fee will apply to all efforts supporting you, including, but not limited to: time in team meetings, in one-on-one meetings with you or with supporting professionals, traveling to and from meetings, writing documents, completing forms, writing and responding to e-mail, and responding to telephone calls.

There will be no charge for a telephone conversation of just a few minutes. If you call relative to an issue that you do not believe should be charged for, whether on the telephone or in person or by e-mail, you will say so early-on in our conversation. You agree to pay for one hour of time for any missed appointment that you did not cancel at least 24 hours in advance.

Client Files:

Files related to the services provided in this effort will be retained for up to four years after the final dissolution papers are entered or the last date that The Evergreen Clinic participated in the collaborative process, whichever is later.

Limitations of Subpoena Power and Errors and Omissions Liability:

You will not subpoena The Evergreen Clinic or any of its Employees to testify or provide information in any action or proceeding arising out of or connected in any way with this collaborative process or any dissolution-related court action. You will not hold The Evergreen Clinic or any of its Employees liable for any error or omission in connection with this collaborative process or associated documents.

Communication Tools:

When not face-to-face, communication will be by voicemail, e-mail, postal service mail, fax, text message, and telephone. If you prefer a different arrangement, please let The Evergreen Clinic know.

Ethical Standards:

At a minimum, the ethical standards developed by the International Association of Collaborative Professionals, www.collaborativepractice.com will be adhered to during this process.

Agreement Termination:

You understand that collaborative process is a voluntary process; you may stop the process at any time. This Agreement ends not later than the signing of dissolution papers. If you withdraw from the collaborative effort and/or begin or continue with any court action for any reason, services will end. You may terminate services at any time for any reason. If The Evergreen Clinic provides you with two days prior notice, it may withdraw from this process for any reason. In such an instance, The Evergreen Clinic would notify

you in writing and provide you with potential options for replacement. Regardless of the above stipulations, this Agreement will continue to be valid until all fees are paid.

Entire Agreement and Governing Law:

This Agreement represents the entire agreement and there are no other provisions, oral or written, that exist that modify or supplement this Agreement. The terms of this Agreement may only be modified by a dated, written agreement signed by the same parties that signed this Agreement. The laws of the State of Washington shall govern the provisions of this instrument. Should any clause of this Agreement prove to be invalid or void, it shall not affect the whole Agreement, but only that portion found to be invalid or void.

You will be provided a signed copy of this document and The Evergreen Clinic will keep the original in a file.

Signed:

Date

For The Evergreen Clinic

I have read the above Agreement consisting and I agree to it in full. I have been given an opportunity to review this document with an attorney before signing.

Signature

Date

Printed name, Wife

Signature

Date

Printed name, Husband

The Evergreen Clinic
13128 Totem Lake Blvd Ste 206
Kirkland, WA 98034
425-821-1810

PAYMENT OF FEES

Welcome to The Evergreen Clinic. Please review the following policies prior to beginning your appointments.

FULL PAYMENT IS DUE AT TIME OF SERVICE with cash, check, VISA or MASTERCARD. You will be billed for services provided outside this office. Payment is due upon receipt of your invoice. It is important that you understand you are ultimately responsible for payment of your account in full. **PLEASE INITIAL**.

It is important to be on time for your visit because your appointment cannot be extended beyond the scheduled time. Your appointment is held exclusively for you. If you are unable to keep your appointment, please give us at least 1 business day notice. Leave all messages regarding appointment times or cancellations with the receptionist by dialing "0". IF YOU ARE UNABLE TO GIVE US ONE BUSINESS DAY NOTICE, WE WILL CHARGE YOU FOR THE TIME. PLEASE UNDERSTAND, THIS IS NOT A PENALTY. THE ONLY WAY WE CAN CONTINUE TO SEE CLIENTS IS IF OUR TIME IS COMPENSATED.

Should any aspect of our payment policy present a special problem for you, we invite you to discuss it with our office manager. Please discuss payment arrangements with one of our billing specialists when you anticipate a problem rather than after your account is past due.

We are grateful for the opportunity to be of help to you. Your prompt and responsible attention to your account will make it possible for others to receive help in the future.

I HAVE READ AND UNDERSTAND THESE TERMS OF PAYMENT FOR SERVICE.

SIGNATURE _____ DATE _____

SIGNATURE _____ DATE _____

The Evergreen Clinic
13128 Totem Lake Blvd Ste 206
Kirkland, WA 98034
425-821-1810

GENERAL INFORMATION

Name _____ Date of Birth _____

Mailing Address _____

City/Zip _____

SSN# _____ DL# _____

Phone # Where You May Be Reached _____

Your email _____

Occupation _____

Current Employment with_____

My attorney is_____

The Evergreen Clinic
13128 Totem Lake Blvd Ste 206
Kirkland, WA 98034
425-821-1810

GENERAL INFORMATION

Name_____

Date of Birth_____

Mailing Address_____

City/Zip_____

SSN#_____

DL#_____

Phone # Where You May Be Reached _____

Your email _____

Occupation_____

Current Employment with_____

My attorney is_____