

Take Charge, Inc
14700 Metcalf, Suite 100 Overland Park, KS 66223
913-239-8255

AGREEMENT TO RETAIN COACH

The Client agrees to retain the Collaborative Coach to perform the services listed herein. The Collaborative Coach agrees to provide professional services to the Client as set forth herein signed by the Client on _____ and read and acknowledged by the Coach on _____. The Client and the Coach agree as follows:

I. THE ROLE OF THE COLLABORATIVE COACH:

- a. The Coach will assist the Client to:
 - (1) Make effective use of conflict resolution skills.
 - (2) Enhance communication and reduce misunderstandings with the other Participant.
 - (3) Direct best efforts towards keeping the collaborative process moving towards resolution.
 - (4) Identify, prioritize and verbalize concerns.
 - (5) Develop effective co-parenting skills when children are involved.
 - (6) Work in a process that permits the client to resolve conflicts in a safe and respectful manner.
- b. The Coach will work with the Client and, as appropriate, the other Participant, the Collaborative Attorneys representing the clients in this Collaborative Case and any other Collaborative Professionals involved in this Collaborative Case to enhance communication and conflict resolution.
- c. The Coach shall not provide therapy, psychological diagnoses or treatment. The Client may work independently with his or her own therapist.
- d. The Coach may meet with the Client individually and/or together with the other Participant and his or her Coach with or without the Collaborative Attorneys and other Collaborative Professionals as needed to facilitate the collaborative process.

II. COLLABORATIVE FAMILY LAW PARTICIPATION AGREEMENT:

The Client and the Coach agree to adhere to the terms of the Collaborative Participation Agreement entered into by the Participants and their attorneys. The Client and the Coach acknowledge that they have each read and understood the Participation Agreement, and agree to participate in the collaborative process pursuant to the Participation Agreement.

III. FULL DISCLOSURE AND TRANSPARENCY WITHIN THE PROCESS AND CONFIDENTIALITY OUTSIDE THE PROCESS:

- a. All communications between the Coach and the Client, the other Participant, the Collaborative Attorneys and other Collaborative Professionals and all information learned in the process and all work product of the Coach **shall be strictly confidential. The coach shall not divulge any information obtained in the coaching process except to the Collaborative Attorneys representing each Participant and to other Coaches engaged in this Collaborative Case and to other Collaborative Professionals retained in this Collaborative Case.** Disclosures even to these identified persons can only occur after: 1) the Client has signed a release permitting the Coach to communicate with these identified persons and can only occur for so long as the Collaborative Case continues and 2) the Client has waived privilege with respect to his or her communication with the Coach, and agreed not to request the Coach to communicate with anyone other than the identified professionals and the other Participant. The Client shall agree not to request the Coach or have anyone on the Client's behalf request the Coach to testify in any court proceeding or to provide any record of file that could be used to inform such a proceeding. The release and waiver shall be in the form attached to this agreement.
- b. Disclosures of relevant information to the identified professionals pursuant to this agreement are also governed by the disclosure provisions of the Collaborative Law Participation Agreement.
- c. The Client understands that a statement by a Participant made to a Coach which indicates an intent or disposition to endanger the health or safety of the other participant or a child or to conceal or change the residence of a child without agreement, **will not be considered confidential** and may be disclosed by the Coach to appropriate authorities outside the Collaborative Case.. The client understands under certain circumstances such reporting is mandatory by the Coach.
- d. The Client recognizes that provision of coaching services by the Coach is not a medical service and may not be subject to HIPPA requirements. Even should HIPPA be construed to apply to coaching services, the Client agrees to waive his or her right to request release of his or her records to third parties other than those specifically designated herein and involved in the present Collaborative Case.;
- e. If the Coach learns that a Client has withheld relevant information or misrepresented information or otherwise acted so as to undermine the collaborative process, the Coach shall so advise the attorneys and the other Coach. The Coach may withdraw from the process and either Participant or attorney may then terminate the collaborative process pursuant to the Collaborative Participation Agreement.
- f. If the Coach determines that the Client or another Participant cannot meaningfully participate in the collaborative process at any given time, then the Coach shall so advise the attorneys and the other collaborative Coach. The collaborative Coaches, the attorneys, and the Participants shall then evaluate and determine whether, when and how to proceed.

- g. Should the participants not resolve this matter through the collaborative process, the Coach shall not testify in any litigation concerning the Participants. The Participants and attorneys agree that the work product (such as notes, work papers, summaries and reports) of the Coach and all verbal communication of the Coach shall be deemed settlement discussions and shall be inadmissible as evidence in any court proceeding. The attorneys and clients agree not to seek to admit such testimony or documents in any court proceeding.
- h. The Participants shall not request or subpoena the notes or documents of a Coach or request or subpoena the testimony or participation of the Coach in any litigation or legal process.

V. TERMINATION OF SERVICES OF THE COACH

- a. The Participant has the right to terminate the services of the Coach at any time. Termination of the services of the Coach by the Participant ends the role of the Coach and may, at the election of the Client, terminate the collaborative process.
- b. The role of the Coach is concluded with the termination of the collaborative process either by settlement of all issues or by a decision to terminate the collaborative process.
- c. Upon termination of the Coach's services, the Coach (including professionals associated or affiliated with that Coach) shall not provide further services to the Client and/or other Participants, outside of the collaborative process.

VI. FEES AND BILLING PRACTICES:

- a. The Client agrees to pay the Coach for all services rendered to the Client in the Collaborative Process as the hourly rate of **\$200.00** per hour for all time the Coach spends on the Client's matter. Time is charged in minimum units of 1/10th of an hour. The Client will be charged for the time spent on telephone calls, correspondence, conferences, travel time, out of pocket costs and e-mail relating to Client's matter.
- b. The Client agrees to pay the Coach an advance of fees of **\$2500.00**. The hourly charges, costs and expenses incurred will be credited against the deposit. The Coach will provide the Client with itemized monthly billing statements. The Client authorizes the Coach to use the sums deposited to pay the fees incurred.
- c. The Client acknowledges that the deposit is not an estimate of total fees and costs, but merely an advance deposit against anticipated fees for services to be provided. At such time as the initial deposit is reduced to **\$500.00**, the Client will pay an additional deposit of **\$1000.00**. Any funds on deposit with the coach at the conclusion of the Coach's services which have not been earned, will be refunded to the Client within five business days of the notice to the Coach that the collaborative process has been completed or terminated or that the Coach's services are no longer required.

VII. CANCELLATION POLICY:

- a. The Client agrees to give the Coach 48 business hours advance notice of cancellation of an appointment.
- b. Because appointment times are reserved exclusively for the Client's matter, the Client will be charged the full hourly rate for a late cancellation or missed appointment.

VII. 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 Client's matter. The client understands there is no guarantee the collaborative process will be successful in resolving this case.

VIII. DEFINITIONS:

The terms "Collaborative Professionals" and Collaborative Attorneys as used herein refer only to such professionals and attorneys who are employed by the Participants as a part of this Collaborative Case. Collaborative Case refers to the collaborative process in which the Client and the other Participant are engaged pursuant to the above referenced Participation Agreement.

I have read the above and foregoing in its entirety and understand its terms and agree to abide by its terms.

Client Signature _____ Date _____

Coach Signature _____ Date _____