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## **DIVORCE COACHING SERVICES AGREEMENT**

(Single Coach Model/Neutral role for Couple)

Welcome to the divorce coaching practice of Dr. Tamsen Thorpe, a Licensed Psychologist. This document (the Agreement) contains important information about my professional services and business policies for my divorce coaching practice. It also contains information about client confidentiality and exceptions to it. While divorce coaching is a consultation and not treatment, confidentiality in our work together is of the utmost importance. The right to that confidentiality is provided to you by law. Details about confidentiality are spelled out later in this document. This agreement constitutes a contract between us. You should read it carefully and raise any questions that you might have before you sign it. Once signed you may revoke it in writing at any time. Such revocation will be binding on me unless I have taken action which relied on the agreement or if you have not satisfied financial obligations.

### **What Is Divorce Coaching?**

Divorce coaching is a consultative service designed to help an individual or couple deal as effectively as they can with a divorce. In my work with you, you are jointly engaging me to serve as a neutral coach/facilitator in connection with your divorce. I will not serve as a separate divorce coach for either of you, although I may on occasion speak to you separately. I will work with you together, along with your lawyers, to facilitate your divorce process. At all times in this process, I will remain a third-party neutral and will serve you in that capacity.

In divorce coaching, there is no diagnostic process or psychological evaluation as there would be in a psychotherapy. The evaluation in coaching is designed to understand how you are being psychologically and emotionally impacted by the divorce and to determine the best methods by which to help you. The most

common goals of divorce coaching are to go through the divorce more calmly and efficiently, to protect the children from the negative effects of divorce, and to establish the grounding for a healthy post-divorce environment for the family.

Another way to think of it is as emotional and situational management during a very stressful process.

In addition, other very important roles in this engagement are to manage the process that occurs during the four- and five-way meetings between you and your attorneys, through consultation to the attorneys and/or my participation in those meetings. To the degree that this can be successfully accomplished, you and your children may benefit from lessened conflict, healthier family relationships after the divorce, and a better post-divorce adjustment. Different individuals or couples bring different priorities to the coaching process. Some focus more heavily on getting through four- or five-way meetings, and other legal events. Others spend more time on protecting the children, sometimes working to establish a detailed, comprehensive parenting plan to present to the lawyers and the court. I will work with you to address the parts of your divorce that you feel need the most attention, and I will suggest areas of focus as I see them. In this way we will try to establish together the goals of our coaching work.

No psychological intervention is without risk, including divorce coaching. Emotional discomfort is common and, at times, anger, sadness, fear, and blame can be experienced intensely. Our work is designed to address those feelings and give you the tools to manage them better. But it can be quite unpleasant, and you should be prepared for it. After all, divorce itself is an extremely painful experience for most people. If I perceive that you are suffering from a psychological disorder such as depression, anxiety disorder, or any other, I will bring it to your attention. If you are not in psychotherapy, I will at such times recommend it and I will help you to find a therapist if you wish. If you are in therapy, I am likely to want to speak to your therapist at times of crisis, and will ask you to sign a release to give me permission to do so.

Finally, since the coaching takes place during a time of heightened conflict and often highlights those conflicts in order to reduce them, couples undergoing coaching together become angry at one another about things said in the coaching sessions. In order to protect both confidentiality and the goals of our work together, I ask for agreement that neither my statements nor my record of our work together be sought for use in any legal context. Signing this contract indicates that you are agreeing to this.

## Professional Fees

1. The fee is \$250 per 60 minute hour, calculated on a prorated basis. This fee applies to the time I spend on your behalf, whether it is with you personally, speaking or meeting with your attorneys, correspondence, telephone calls, or any other services on your behalf. Travel time is billed at 50% of the full rate. Divorce coaching is not an insurance reimbursable service.
2. I request a retainer of \$1,500. Charges for services performed on your behalf will be deducted from the retainer as the services are performed. If the retainer is exhausted, I will ask you to replenish it. Balances remaining upon the termination of my services will be promptly refunded.
3. **Forty-eight hours** notice is required to cancel a session without charge except in cases of serious illness or other emergency.
4. Sessions in my office are typically forty-five to ninety minutes in length. Collaborative Divorce team meetings are longer, typically two to three hours in length.

## Contacting Me

My contact information is listed on the first page as well as on my business cards. For most issues please call my office line. If you have a more urgent matter please try my cell phone. Due to my work schedule, I am often not immediately available by telephone. I typically do not answer either phone line during session. Only contact me by e-mail if we have made an arrangement for you to do this. Please be reminded that e-mail is not confidential and I am not guaranteed to receive your communication in a timely manner.

My office hours vary weekly and we will discuss this when planning ahead for appointments. The office is generally closed on weekends and major holidays. When I am not in the office I call in to my voice mail system on a regular basis. Please note that although I will do my best to return your call within a few hours in the daytime during the week, I am not always available immediately. I will make every effort to return your call on the same day you make it. If you are difficult to reach, please leave some times when you will be available. In a crisis situation, if you cannot reach me, please contact your attorney, primary care physician or the local emergency room. When I am away for an extended period, I may provide you with the name of a colleague to contact, if necessary.

## **Confidentiality**

The law protects the privacy of all communications between a client and a psychologist. In most situations, I can only release information about you to others if you sign a written authorization form that meets certain legal requirements. You will be asked to provide your written permission for me to speak freely with the attorney's and other professionals involved on your collaborative divorce team.

**There are other situations that require only that you provide written, advance consent. Your signature on this Agreement provides consent for those activities, as follows:**

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together.
- You should be aware that at times I may employ an administrative staff. In most cases, I need to share protected information with these individuals for administrative purposes, such as scheduling, billing and quality assurance. All staff members have been given training about protecting your privacy and have agreed not to release any information outside of the practice without the permission of a professional staff member.

**There are some situations where I am permitted or required to disclose information without either your consent or authorization.**

It is unlikely that you would be protected in a court proceeding by the psychologist-client privilege that would exist if this were a treatment. I would nonetheless insist on the privilege in such a situation until the court would decide that there was none. In all situations, including treatment, I must provide information when a court order is issued. Also note that raising the issue of one's own mental health in a court proceeding may constitute a waiver of confidentiality.

If a client files a complaint or lawsuit against me, I may disclose relevant information regarding that client in order to respond to the complaint.

If it is necessary for me to seek collection of unpaid fees.

**There are some situations in which I am legally obligated to take actions, which I believe are necessary to attempt to protect others from harm and I may have to reveal some information about a client.**

These situations are unusual in my practice. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure to what is necessary.

- If I have reasonable cause to believe that a child has been subject to abuse, the law requires that I must report it to the Division of Youth and Family Services. Once such a report is filed, I may be required to provide additional information.
- If I have reasonable cause to believe that a vulnerable adult is the subject of abuse, neglect or exploitation, and I believe that the disclosure is necessary to prevent serious harm to the client or other potential victims, I may report the information to the county adult protective services provider. Once such a report is filed, I may be required to provide additional information.
- If a client communicates a threat, or if I believe the client presents a threat of imminent serious physical violence against a readily identifiable individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.
- If I believe the client presents a threat of imminent serious physical harm to him/herself, I may be required to take protective actions. These actions may include contacting the police or others who could assist in protecting the client or seeking hospitalization for the client.

The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed. Be assured that confidentiality laws exist to protect your privacy. The exceptions listed are, indeed, exceptions to the more usual communications that take place in a psychologist-client relationship. It is important that you feel safe in this environment and able to share whatever you need to in the service of our helping you. The protection of that environment is of paramount importance to me in our work together.

Please feel free to raise questions or comments about these policies or any other matters at any time.

**YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ITS TERMS.**

\_\_\_\_\_  
Printed Client Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Client Name

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Signature

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Date

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Tamsen Thorpe, Ph.D.

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