

Anne R. Lucas MA LMHC  
Mediation, Coaching, Consulting, Training  
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## DISCLOSURE OF INFORMATION, POLICIES AND CLIENT AGREEMENT FOR MEDIATION

Welcome. I look forward to working with you – assisting you to meet your goals of a respectful collaborative coaching and/or mediation process. My role is one of facilitator, mediator and coach – I will be utilizing a wide-range of communication and advanced conflict resolution skills as well interest-based mediation skills in our work. I can assist with parenting issues, growth and development and impact of change/divorce information on children.

My job is to assist you with communication impasses, mediation needs, high conflict resolution, and psycho-educational support. Please note that I will not give legal advice. To the extent that I provide a personal or professional opinion, recognize it is just opinion and not legal advice. All clients are encouraged to seek legal advice prior to signing any legal documents. Though I will be providing psycho-educational support, I will not be serving as your therapist and my interactions with you are in no way intended to establish a patient-therapist relationship. If either or both of you see a counselor or other mental health professional, I strongly encourage you to continue in your personal work.

At the close of each session, you can opt to take responsibility for writing up the notes on our meeting or you can request as co-parents collectively that I prepare a report – Coach Notes. All parties must agree and sign releases for information to be shared from my office. Agreements made in mediation / co-parent coaching are not “final” or legally binding until they are legally codified.

My role is to work with both of you – I am the facilitator for this process – not any one person individually. Please copy one another on content-related emails sent to me. I'm available to your attorneys/mediator to assist them if you both should request such collaboration in writing. If at any time you have questions of me or about the services I provide, please ask them. Now, let me acquaint you with a few of my operating procedures:

- Schedule – My business hours are generally between 9 AM – 5 PM Tuesday through Friday
- Fees – My billing rate for coaching/mediation services is \$240/hour
- Payment – I may request a pre-payment fee or we may determine that payment at the time of service will be adequate. You will be billed at a rate of \$240/hour – this fee will apply to all my efforts supporting you including but not limited to: meetings, conferencing with professionals, e-mail, travel time and preparing written information/reports. If you object to any charge, please notify me as soon as possible so that we can discuss. There will be a \$40 fee for any returned check. You may pay with cash, check or credit card.
- Appointment Times, Cancellations, No-Shows – The time that we schedule is held especially for you together. You will be charged full fee for meetings that are cancelled with less than 72 hours' notice by either party. Both parties must be present for meetings scheduled as a “joint meeting” to proceed unless previous arrangements are made with the facilitator/coach. If you are late to an appointment, the remainder of the scheduled period is available for you; you will be charged at the full rate.
- Telephone Voice Mail Service – You may call either my office phone, 425-821-1810 ext 305 or my cell at 425-890-3222. Both have telephone voice mail service. I pick up my messages throughout the day during business hours only. If you are experiencing a crisis and need to talk to someone immediately,

please use the Crisis Clinic at 206/461-3222, or any hospital emergency room for information, support or referral. Dial 911 for emergency services. I do not provide 24-hour emergency coverage during the week or on weekends. As your coach/mediator, I am not serving as your psychotherapist or substituting for primary health care; nor do I function to cover psychiatric or psychological emergencies.

- E-Mail – E-mail is routinely used to convey information, correspond with other professionals (with written permission only), newsletters or announcements. Please note I do not generally answer emails outside of business hours. E-mail can result in a loss of confidentiality. Please let me know if you do not want e-mail utilized in our communications.
- Training and Approach to Assisting Families and Mediating Conflict – I have a Bachelors and Masters degrees in Systems Counseling from Bastyr University, Kenmore, WA. I am a Licensed Mental Health Professional in the State of Washington. I have had extensive training in mediation and Collaborative Process. I regularly seek professional continuing education and am also a provider of continuing education for health care and legal professionals. I have both inpatient and outpatient experience in providing counseling/consultation for children, adolescents, adults and families accumulated over more than 27 years of experience. I have taught at two universities. I am a member of the International Academy of Collaborative Professionals, Collaborative Professionals of Washington, and King County Collaborative Law as well as the American Counseling Association, Association of Family and Conciliation Courts and the Washington State Mediation Association.

My goal is to provide interventions, which are tailored to my clients' specific goals and needs as relates to the specific presenting issues and well-being of their changing family. My hope is that my clients experience themselves as active, knowledgeable, and equal participants in their process. Consequently, I rely on my clients to tell me what they are experiencing and how they are feeling about their work with me, and their progress toward goals.

- 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 clients to succeed, the efforts made by the clients to fulfill their responsibilities, and the clients' commitment to collaborative processes. Despite these uncertainties, I will work with you and do my best to help you realize your goals for this process. I cannot provide guarantees.
- Coming to Closure – You are free to terminate our association at any time. However, I hope that this is a process that you and I will plan together.
- Coach's Right and Responsibility – If at any time I believe that I am unable to work successfully with a person, I will bring this matter to the client's attention. We will discuss the process of termination and, if desired by the client, I will assist with making a referral.
- Limitations of Subpoena Power and Errors and Omissions Liability – You will not subpoena me, The Evergreen Clinic PLLC or any person employed by or affiliated with me to testify or provide information in any action or proceeding arising out of or connected to any way with this coaching/mediation process or any dissolution-related court action. You will not hold me liable for any error or omission in connection with this coaching/mediation process or associated documents. You agree to Anne R. Lucas MA LMHC, The Evergreen Clinic PLL and any person employed by or affiliated with me harmless from any difficulties that might arise from this process or any resulting agreement.

## **NOTICE OF PRIVACY PRACTICES (Please read this section carefully)**

As a form of mediation and psycho-education, your coaching process is afforded all statutory protections that apply to other forms of mediation. This means that if your mediation process fails and you decide to proceed with formal litigation, the following privacy provisions will apply:

- You and/or your spouse will have the right to refuse to disclose, and may prevent any other person from disclosing, any mediation communication.
- The participants/team members in your family process may refuse to disclose, and may prevent any other person from disclosing, a mediation communication made by that participant. See RCW 7.07. Though there may be some exceptions, the communications that will take place during your mediation/Collaborative Law divorce process will generally be treated as privileged and will not be subject to discovery or admissible as evidence in your subsequent case.
- Though I am not serving as your therapist in this context, as a licensed mental health provider, I am legally and ethically bound to make disclosures outside the collaborative divorce, mediation or co-parent coaching process in the following instances:

If I believe that you intend to physically injure yourself I will take steps to minimize your harm to yourself. This may include calling the police, a CDMHP, or whatever steps I believe are indicated.

If you state substantial intent to physically injure another individual, I will make efforts to inform that person and inform you of my intent.

If I become aware of any physical or sexual abuse of a minor child, a developmentally disabled adult, or an older adult, I am required by law to notify the appropriate authority.

Signing the attached Consent for Services indicates that you have read this Disclosure Statement, initialed the Financial Agreement that follows, and agree to seek my services under these conditions. This is a legally binding agreement between us, which you are free to have reviewed by an attorney before signing. If you have any comments or concerns about signing, please address those with me directly.

Thank you again. I look forward to working with you.

Sincerely,

Anne R. Lucas MA LMHC

## CONSENT FOR SERVICES

### MEDIATION / CO-PARENT COACHING

Client: \_\_\_\_\_

I, the above-named client, assent that I have read Anne R. Lucas's *Disclosure of Information, Policies and Client Agreement* in full (a total of three pages). This document included a *Notice of Privacy Practices*. I consent to seek the services of Anne R. Lucas, MA LMHC under the conditions described in the disclosure statement. I have entered into this contract freely and know that it is the right of either myself or Anne to terminate services at any time. I know that I have the right and responsibility to ask questions and receive answers regarding the nature and progress of our work together whenever I have concerns. As part of this contract, I also agree to the following policies:

- No drugs, prescription, non-prescription, legal or illegal (including marijuana) or alcoholic beverages shall be taken prior to or during any meeting or scheduled interaction without the knowledge of the coach.
- Client is asked to notify the coach if he/she anticipates being delayed or absent from a meeting or scheduled interaction prior to the starting time.
- Client agrees to **pay full charge for late cancellations (less than 72 hours)** and for "no show" meetings or scheduled interactions.

Client has reviewed, agreed to, and initialed the Financial Agreement attached.

I understand and accept that Anne R. Lucas MA LMHC, practices independently, and does not carry a beeper or attempt to maintain being "on-call" 24 hours each day. I understand and accept that she is not functioning as a psychotherapist, generally is not available to assist me in a crisis situation and I agree to utilize other community-based support systems (i.e. the Crisis Clinic or any hospital-based emergency room, 9-1-1) in case of a crisis or emergency as needed.

I \_\_\_\_\_ have read and agree to the above stated policies and conditions of services.

Client  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Mediator  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Financial Agreement – Fees for Service  
Anne R. Lucas MA LMHC  
Effective 1/1/2018

Fee Schedule:

\$60	15 minutes
\$120	30 minutes
\$180	45 minutes
\$240	60 minutes

**One Time Cost for Drafting the Parenting Plan Worksheet: \$300**

Travel time: \$100

Email: I will respond to emails within reason for no charge. Emails that require more than five minutes of time to read and/respond will be billed at my hourly rate (one tenth of an hour - \$24 each).

Phone calls: I will not bill for phone calls made during business hours that are less than 15 minutes unless the calls exceed two a week. Longer calls will be billed at my hourly rate (one tenth of an hour - \$24 each).

Billing:

Payment is requested at the time of service. Payment may be made with cash, check or credit card. Returned checks will be charged a \$40 service fee. Outstanding payments older than 90 days may be sent to collections. If I'm assisting you with developing a parenting plan, the \$300 one-time cost for drafting the worksheet will be assessed prior to providing the first draft. For co-parents, you are jointly and severally responsible for payment on fees occurred.

Confirming Agreement:

By initialing below, you are asserting your understanding and agreement to the above policies.

\_\_\_\_\_ (initial)

# CLIENT INFORMATION SHEET / CO-PARENT COACHING / MEDIATION

*You can fill out forms on your computer and either email them back or print and bring to your appointment. E-mail may not be confidential. Keep this in mind whenever you are sending information over the web. Thank you.*

Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Age \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Your email \_\_\_\_\_

Relationship status: \_\_\_\_\_

Occupation \_\_\_\_\_

Current Employment with \_\_\_\_\_

My Attorney is \_\_\_\_\_

Children:

Name \_\_\_\_\_ Age \_\_\_\_\_ DOB \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ DOB \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ DOB \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ DOB \_\_\_\_\_