



Communication Coaching Advisement Form

Cause Number: _____

I, the undersigned client, understand that I have agreed to or the court has ordered my participation in Communication Coaching in regards to litigation pertaining to the above-named case. I understand that the appointed Communication Coach is Bradley S. Craig, LMSW-IPR, CFLE. I further understand that the Communication Coach has full discretion regarding program implementation as outlined in this document.

Communication Coaching services offered by Between Two Homes®, LLC. focus on reducing conflict in order to enhance the family or business relationships. I understand Mr. Craig's Communication Coaching process uses an education based model. Other staff or contractors may be involved in the Communication Coaching services and are considered part of the Communication Coaching process.

A Communication Coach is a neutral person with whom the parties can craft a plan on matters relating to the family or business. The Communication Coach will examine a case and follow the orders of the court to assist the parties in developing a comprehensive plan. The Communication Coach may also assist the parties in enhancing their family or business relationship by educating the parties during the process.

Communication Coaching is an attempt to coordinate and implement a party plan that addresses current and future issues related to the family or business. The role of the Communication Coach is to help parties reach successful resolution of disagreements regarding issues themselves. If authorized to do so by court order, the Communication Coach may also make recommendations for the parties in the event the parties are unable to agree on solutions. The Communication Coach is authorized to provide reports and recommendations to the Court.

Mr. Craig's process involves the parties meeting together with Mr. Craig in joint sessions.

Intake

In order to begin services, the following must be on file for each adult:

- a fully completed intake form
- a copy of the court order
- a non-modified signed copy of this advisement form with the party's initials on each page
- A fully completed Communication Coaching questionnaire from each adult

Assuming the Communication Coach agrees to accept the referral, additional information

may be required depending on the order of the Court.

After a case has been accepted for services, parties or their lawyers may then provide any pertinent reports in electronic format via fax or e-mail. These may include additional intake information, affidavit material, records regarding either party, records regarding the parties, correspondence, reports, prior assessments, etc. These may be reviewed by the Communication Coach prior to setting meetings and charged to the parties.

Meetings

Depending on the specific role establish in the order of the court, the Communication Coach may have joint sessions with the parties, individual sessions with one or both parties, sessions involving other relevant family members, business associates, employees, or consultation with other service providers. Occasionally, meetings may take place with other professionals such as the attorneys.

During meetings with the parties, the Communication Coach may provide education about communication and option development. The Communication Coach may provide training for the parties on how to better communicate with each other, and may refer the parties to other professionals for additional services. No electronic/tape recordings will be made during meetings with the Communication Coach without the consent of all parties. After each meeting a session summary is provided to the parties generally within one to two business weekdays after the session. Parties are to review the session summary and, if any corrections are needed, respond to the Communication Coach at no cost within 48 hours of receipt if changes need to be made or the summary stands as the plan of action. Parties are encouraged to submit each summary to their attorney.

Telephone Contact

All telephone contact initiated by the parties to the Communication Coach or staff/contractors of the Communication Coaching process will be limited to a call if a party is running late for session or last minute is unable to attend a session. All other calls to the Communication Coach by a party or their family or associates will not be returned and messages left will incur the charges of transcription detailed under party financial obligations. Communications outside scheduled sessions occur in writing via ourfamilywizard.com, email, fax, scan, or mail.

Confidentiality

By the way of a release, all therapists, attorneys, ad litem, visitation supervisors, physicians, child care providers, educators, business associates, and significant others involved, and previous or current evaluators are authorized to disclose information directly to the Communication Coach. In turn, the Communication Coach is authorized to discuss significant information with these individuals or service providers in order to assist in the process.

No electronic/tape recordings will be made during meetings with the Communication Coach without the consent of all parties.

The Communication Coach is **required to report** certain matters, such as incidents of **child abuse or threats of physical violence**. Confidentiality does not extend to these matters.

Emergencies

Communication Coaching is not an emergency service. If an emergency occurs during the time families are receiving Communication Coaching services the parties are to call 911 or other crisis intervention services.

Disruption

While every precaution short of physical intervention will be taken to ensure the safety of participants a guaranty that no harm will occur during sessions is neither stated nor implied. Special arrangements may be made to allow for increased security, such as changing arrival times if there is a Protective Order in place and a request by either party.

Professional Practice Statements

Bradley S. Craig, LMSW-IPR, CFLE is a licensed social worker. An individual who wishes to file a complaint against a Licensed Social Worker may write to Complaints Management and Investigative Section P.O. Box 141369 Austin, Texas 78714-1369, or call 1-800-942-5540 to request the appropriate form or obtain more information.

I understand and acknowledge that the outcome of this process may or may not favor my position or be something that I am in agreement with. I understand that complaints regarding conclusions and recommendations in this process must be directed to the court, as the licensing board handles only complaints regarding violation of licensing rules and regulations.

I understand that in the event of Mr. Craig's death, incapacity, or termination of practice, custody and control of records maintained by Mr. Craig will be turned over to Aaron Robb, M. Ed., NCC, LPC-S, Kim England, LSCW, or other individual upon the death or unavailability of Mr. Robb or Ms. England.

Process Regarding Complaints

The parties shall direct any disagreements regarding the children to the Communication Coach before seeking court action, unless an individual's safety is jeopardized. Any concerns or complaints regarding the Communication Coach or the Communication Coaching process should be addressed to the Communication Coach in writing.

If either party is dissatisfied with the performance of the Communication Coach they may request that the court terminate services or appoint another professional.

Termination of Services

The Communication Coach reserves the right to suspend services or withdraw from the role as Communication Coach should he feel that effective change is no longer occurring. The parties and their respective attorneys will be given notice of the decision to withdraw.

Party Financial Obligations

The rate for Communication Coaching services is \$150.00 per hour rounded up to the nearest 15 minute increment. This includes all services of the Communication Coach including reviewing documentation, records management, meetings, correspondences, phone contact, e-mail, court time, legal expenses, consultation with other professionals, deliberation, and issuance of recommendations when parties are unable to resolve issues themselves if authorized by the court.

With the exception of individual sessions or individual training in person or in writing, charges for the service will be equally divided between the parties. Fees for phone calls and written communications specific to that party will be billed to the party who initiates the call or necessitates the written communication from the Communication Coach. This applies unless the Communication Coach is provided with a copy of a current order that states otherwise, or if the Communication Coach determines that one of the parties is disproportionately utilizing service time, in which case the party disproportionately utilizing service time will be billed based on time used. This determination is solely at the Communication Coach's discretion.

Payments for sessions may be made with cash, check, or money order and are expected to be paid at the end of each session or the day of receipt of an invoice. Checks should be made out to Between Two Homes, LLC. There is a \$35 returned check fee per returned check.

If either party must cancel a session, it must be done within 48 weekday business hours of the scheduled appointment. Arriving after 15 minutes of the scheduled meeting beginning time will be considered a cancellation. If cancellation is not done within 48 weekday business hours of the scheduled session, the entire appointment fee will be charged to the canceling party. Payment for the canceled session is to be made upon receipt of invoice. Payment for the canceled session will be paid by the party who did not cancel on time, was late, or did not attend and will be for the entire session fee for the duration the session was scheduled. If a party leaves a session early the remainder of the time for that session will be charged to that party. If the judge's order to participate in the services stipulates that only one party be financially responsible and the other party cancels without the 48 weekday business hours of the scheduled appointment notice, the canceling party is still responsible for that charge.

Business hours are defined as weekday business, non-holiday hours, Monday through Friday, 9:00 a.m. to 5:00 p.m.

Other costs: Each of the parties will be responsible for any fees for production of third party records or other information related to services. Costs for copying of records by the Communication Coach and other administrative costs will be deducted from the retainer. Copies of records produced by Mr. Craig, time in administrative tasks, including correspondence to parties, attorneys, or reports to the court, are billed at the standard hourly fee.

Boundaries Class

Completion of the Boundaries online class within the past six months is required prior to the session. Parties are required to fax or scan their certificate of completion to the

Communication Coach not later than 9 a.m. the weekday before the initial scheduled appointment. Failure to complete the class within the past six months prior to the meeting will terminate the initial appointment and any party not completing the course prior to this date will be charged the entire appointment fee. The link to the course is: <http://www.makingtwohomeswork.com/Boundaries.htm>

Summary

I understand and acknowledge that the Communication Coach is not providing, nor am I requesting, therapy, counseling, or any form of treatment. Should these or other service needs be indicated during the course of services appropriate recommendations will be made. I understand that the Communication Coach is not providing mediation. I understand that Mr. Craig is not an attorney and that if I have any questions regarding legal matters I should consult with an attorney. I understand I am advised to consult with attorneys in order to be properly counseled about my legal interests, rights and responsibilities.

I understand that the services provided to me by Mr. Craig may not be covered by insurance as Communication Coaching is for legal, not treatment purposes. I understand Mr. Craig will not provide me with a specific diagnosis or billing code, nor complete insurance reimbursement paperwork.

I have been informed and I understand that any communications or statements by me or the children will NOT be privileged or confidential and that:

- The Communication Coach may be required to testify in open court in the course of litigation. Any information provided to the court may become public record.
- The Communication Coach is required to make a report to the court and the attorneys of record. A copy of the written report and the written materials provided to the court are provided to the attorneys of record and clients who represent themselves at the time the report is filed with the court.
- All information provided to the Communication Coach will become part of the Communication Coach records and is available for review by the attorneys of record and clients who represent themselves.
- The Communication Coach may confer with mental health professionals, doctors of medicine, education and child care personnel, personal references, other governmental entities, attorneys of record, and such other persons as have or need information directly related to the best interest of the children in question.
- The Communication Coach may be required to disclose situations where clients are a danger to themselves or someone else; abuse, neglect, or exploitation of a child, elderly, or disabled person; or as otherwise required by law.

I understand that the Communication Coach has full discretion regarding program implementation as outlined in this document.

I understand that I am to address concerns/questions about the Communication Coaching process with the Communication Coach first. If concerns continue I will consult with my attorney and if still not resolved, with the court. I have reviewed the section entitled **Professional Practice Statements** of this document.

I understand that although I may be providing payment to the Communication Coach the Communication Coach is working for the court and the recommendations made by the Communication Coach may or may not favor my position or be something that I am in agreement with.

I understand payment for services are due at the end of each session or on the day of receipt of an invoice. If I do not make payment at the end of each session or upon receipt of an invoice, notice may be provided to the court, services may be suspended, and I will be charged for all attempts to seek compensation including written notices and legal fees incurred.

I understand that if my attorney or I request a court appearance, deposition, or participation in any type of settlement conference by Mr. Craig there will be an additional fee of \$250.00 per hour, with a minimum charge and deposit of three hours (\$750.00) per day. If the court or both attorneys request a court appearance, deposition, or participation in any type of settlement conference by Mr. Craig, these fees are split unless otherwise addressed in the order. Once the deposit is received the Communication Coach will block of the time to appear. Please note: if an appearance request and the deposit is received without a minimum of one week notice the nonrefundable deposit is due immediately and there will be an additional \$250.00 express charge (\$1000.00). Failure to provide the nonrefundable deposit or at least 48 weekday business hour (Monday through Friday, excluding holidays) notice as specified constitutes release from the requested appearance. Deposits are nonrefundable unless cancelation of the appearance request is received by the requesting individual or attorney not less than 10 business workdays in advance.

I understand that my participation with a Communication Coach can be instrumental reducing the conflict between parties. I agree to maintain a serious committal to the program by abiding by the guidelines and requirements of the program as noted herein. I agree to follow guidelines such as e-mail guidelines and to complete homework as assigned by the deadlines specified. Further, I agree to maintain scheduled appointments and will not interfere in the process by refusing to attend sessions, arriving late for sessions, or frequently rescheduling appointments.

I understand Communication Coaching is an attempt to coordinate and implement a family or business plan that addresses current and future issues related to raising children between two homes. Further, I understand Communication Coaching does not involve adult's property, finances, or other issues that do not directly involve co-party.

I understand that the Communication Coach's office and office location(s) are designed to be a safe haven for facilitating solutions. As such, I understand that Pursuant to Section 30.06, Penal Code (trespass by a license holder with a concealed handgun) and Section 30.07 Penal Code (trespass by a license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter the office or office location(s) of the Communication Coach with a concealed or openly carried handgun. Further, I understand that I or my agents will serve no subpoenas, citation, writs, or other process at or near the location of any Communication Coaching session on any person

entering, leaving, or attending any Communication Coaching session.

I understand by signing this I am allowing free and open disclosure between the Communication Coach and each party, children, lawyers, teachers, Courts or other parties as deemed necessary at the full discretion of the Communication Coach.

I understand I may not engage the Communication Coach in conversation outside of scheduled sessions unless specifically addressing scheduling issues related to Communication Coaching appointments, or otherwise instructed by the Communication Coach.

I understand Mr. Craig's process involves the parties meeting together with Mr. Craig in joint sessions.

I understand copies of all correspondence from either party to the Communication Coach must be mailed, emailed, posted on ourfamilywizard.com, or faxed to the other party on the same date the information is submitted to the Communication Coach, with "cc:" noted on the correspondence, unless otherwise specifically addressed per correspondence by the Communication Coach.

I understand telephone calls to the Communication Coach shall be conducted only during weekdays and the regular business office hours of the Communication Coach. These calls are in regards only to scheduling issues, and other issues need to be addressed in writing. I understand that messages left for the Communication Coach may take up to 24 weekday business hours to return, and I will not call more than once per 24 hour period unless I am calling to cancel a previous request for a return call. I understand if an emergency arises, I am to call 911, child protective services, or a crisis hotline.

I understand I am to notify the Communication Coach in writing within 48 hours of any changes in my contact information, legal representation, residency, relationship status, party time, my ability to access communications, or occupants of my home.

I understand that we may make joint party decisions in our best interests at any time without the Communication Coach's assistance. I will notice the Communication Coach of any agreements reached with the other party outside of the Communication Coaching process.

I the undersigned and agree to retain Bradley Craig as a Communication Coach for service and conditions as described above.

My signature reflects that I will abide by **all** conditions and expectations outlined in this document.

**Do not sign this form unless you have initialed each page
and read and understood it.**

Signed this _____ day of _____, 20_____.

Client Signature: _____

Printed Name: _____

Witness Signature: _____ Date: _____

Printed Name: _____