

LISA HERRICK, PH.D

lherrickphd@gmail.com

www.lisaherrick.com

703-847-5793

COLLABORATIVE ENGAGEMENT AGREEMENT—CHILD SPECIALIST

Name, address, and phone number of mental health provider

Date

Name of party:

Dear Party:

This letter constitutes an agreement between you and [name of mental health provider] for me to provide services to you and your spouse as a child specialist in the Collaborative Process. Also, it provides your informed consent to the information provided in this letter.

Goal of the Collaborative Process

The goal of the Collaborative Process is to help you and your spouse resolve issues in the divorce process by developing shared solutions that meet the needs of the family without going to court.

Explanation of the role of the child specialist

You and your spouse have retained me as your child specialist in the Collaborative Process. The child specialist's role is to advocate for your child or children. This role gives your child or children an opportunity to voice his/her/their concerns and ask questions about the divorce process. As a child specialist, I will remain neutral and will not take the side of either party. As needed, I will

- work for a resolution that meets the needs of you, your spouse, and the family;
- meet with your child or children and hear their concerns
- assess your child's or children's needs and communicate them to you
- discuss with your child or children the adjustment as a result of divorce
- answer questions posed by your child or children about the collaborative divorce process and my purpose in meeting with them
- assist your divorce coaches to assist you in making your parenting plan by providing information about your child or children

As the child specialist, I do not make recommendations regarding custody, evaluate for mental illness, develop the parenting plan, or determine the appropriateness of parents' actions. Nor will I provide a written report. My role is limited and focused on gathering information on your child or children. I will meet with you, your spouse, and your coaches to have a full, detailed discussion in which I provide you my observations and ideas so that you can best meet the needs of your children.

As a child specialist, I do not provide therapy to you, your spouse, or your children. If you need assistance on issues that fall outside of the Collaborative Process or that require more support than I can provide from other professionals outside the collaborative team, such as other mental health professionals, I will discuss this with you and, at your request, provide you with referrals.

As the child specialist, I cannot serve in any other role with you or any member of your family either during or after the Collaborative Process.

Your responsibility

While a successful collaborative outcome cannot be guaranteed, your commitment to the process is essential for a positive outcome.

You agree to comply with the collaborative participation agreement that you and your spouse sign to start the process, including

- to communicate respectfully
- to provide full, honest, and voluntary disclosure of all important information related to the Collaborative Process, including information which either party might need to make an informed decision about each issue in dispute
- to commit to regular meetings with your coach and with other members of the collaborative team
- to complete homework assignments to obtain important information as requested
- to express your needs
- to be flexible and open in considering options for dispute resolution
- to take into account not only your needs, but also the needs of your spouse and other family members in considering resolution of issues

If at any time in the Collaborative Process you have questions, please ask for clarification. Your initial impressions about the collaborative divorce process, suggested procedures and goals, and your feelings about whether you are comfortable working with me are important to the process and to our relationship.

Meetings

I will meet with both parents individually to discuss your concerns, goals, and hopes for your child or children. I will then meet with your child or children. These meetings may be individual or with siblings. I will discuss with your child or children the adjustment

involved when parents divorce. I will elicit their concerns, needs, and wants. These meetings may be in my office, the child's home, or a public place. In addition, if I determine it is appropriate, I may speak to your child's or children's teachers and/or therapist. Prior to these contacts, I will advise you and have you sign a release allowing me to have contact with these professionals. Once all the needed information has been gathered, I will consult with other members of your collaborative team and meet with you and your coaches to discuss your child or children's individual needs.

Confidentiality

The child specialist agrees not to reveal any information obtained in the Collaborative process to individuals outside of the Collaborative Process without consent of the parties or as authorized in Section 9.B. of the collaborative participation agreement.

You authorize me in my discretion to disclose sufficient information to other collaborative professionals so that they can be prepared to meet with you to determine whether, if hired, they can assist you in the Collaborative Process.

You recognize and agree that otherwise confidential communications to me may be shared with your spouse, your collaborative team, and any experts brought in as part of the Collaborative Process. Your communications will not be shared with anyone outside the Collaborative Process subject to limited exceptions set forth in Section 9.B of the collaborative participation agreement, including threat of bodily harm, intent to commit a crime, threat of harm or removal of children, threats to your safety (more fully discussed below), or complaints made against a collaborative professional.

If you specifically instruct me not to reveal something you want held in confidence, we will need to discuss an agreeable resolution of your request. If I determine that the information is important to the process, that is, that your spouse might need this information to make an informed decision about an issue in dispute, I will advise you that you need to disclose the information or I will withdraw and the Collaborative Process may terminate as a result.

If the Collaborative Process breaks down and your matter ends up in litigation, no documents held by me can be introduced into evidence. Nor can I be called as a witness.

Termination

If you decide that the Collaborative Process is no longer viable and elect to terminate the Collaborative Process, you agree immediately to inform, in writing, your coach and your attorney. Your collaborative team reserves the right to withdraw from the Collaborative Process if either party engages in conduct in violation of the collaborative participation agreement. In the event of termination or withdrawal, all incurred fees are immediately due and payable.

I reserve the right to withdraw as your child specialist if we have a material disagreement about the management of your case, or if you fail to meet your responsibilities under this Agreement, including, but not limited to, your obligation to timely pay statements and comply with requests for additional advances. Should I determine that I need to withdraw, I will make every reasonable effort to protect your interests such as giving you sufficient advance notice so that you can arrange for a new child specialist.

If the Collaborative process terminates or I withdraw, my role as your child specialist will end and I cannot meet with you in any capacity.

Should either party elect to move from the Collaborative process to a litigation process, all materials in the possession of the child specialist, including all content (written and oral) of sessions with the child specialist, may not be used in any Court proceeding. If the Collaborative process terminates and you decide to enter into a litigation process, I cannot be called as a witness and all material created during and as part of the Collaborative process will not be admissible in Court as evidence.

Fees

My collaborative child specialist fee is \$250 per hour. I charge for attendance at meetings, travel portal to portal, emails, report writing, document review, and phone calls. I request an engagement fee of \$1000 at the time you retain me. When the engagement fee is depleted, I will bill you on a month to month basis, or we can arrange for a replenishment of my retainer. Should there be a balance left after all services are charged and paid for, the balance will be returned to you.

I will provide you monthly statements for fees and any costs. Any outstanding balance on your statement is to be paid immediately upon receipt of the bill.

My fees as a child specialist are not reimbursable by health insurance.

Cancellation policy: I request 48 business hours notice of cancellation or postponement of an appointment. Otherwise, the full fee will be charged. To cancel a Monday appointment, I request cancellation by Thursday at 5 p.m. When an appointment is scheduled for two parties to meet with me together, and one party cancels without 48 hours notice, the canceling party is responsible to pay the fee for the missed session.

Party safety

As a licensed mental health professional, I have the following legally mandated duties:

- if I have a reasonable suspicion of child abuse or neglect or abuse of a dependent, disabled, or elder adult (age 65 or older), to report any suspected physical or sexual abuse to the appropriate authorities;
- if a party communicates to me a threat of physical harm to an identifiable person or his/her property, to warn the intended victim and notify the police;

- if I believe that a party is in a mental or emotional condition where he/she poses a danger to him/herself or others, I may breach confidentiality or contact others for the party's safety;
- if I have a reasonable suspicion that a party may be unable to care for him/herself, or may be unable to provide for his/her basic personal needs for clothing and shelter, I may breach confidentiality for the party's safety.

I HAVE READ THE ABOVE STATEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENT, AND AGREE TO ITS TERMS.

Child Specialist

Date

[Party's name]

Date

[Party's name]

Date