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COLLABORATIVE ENGAGEMENT AGREEMENT—DIVORCE COACH

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 as your divorce coach 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. I will assist you and your spouse with communication and self-management skills for more efficient, respectful, open, and emotionally healthy dispute resolution

Explanation of the role of the divorce coach

You have retained me as your divorce coach in the Collaborative Process. As needed, in that role I will

- work for a resolution that meets the needs of you, your spouse, and the family;
- assist you to determine what is most important to you in the divorce process;
- assist you to create goals for what you want for you and your family;
- identify and prioritize your concerns;
- assist you in managing the emotions that are part of the divorce process and in reducing stress;
- assist you to strengthen your communication skills and to communicate your needs;

- make effective use of conflict resolution skills;
- collaboratively work with you, your spouse, and the other members of the collaborative team to improve communication, reduce misunderstandings, resolve problems, and facilitate the Collaborative Process;
- assist you in developing co-parenting skills;
- assist you in developing a parenting plan with your spouse; and
- facilitate process and communication at meetings with the goal of making each meeting as effective, productive, and efficient as possible.

[Note: If this agreement is adapted for use with one divorce coach, a section should be added describing the divorce coach's need to remain neutral.]

The divorce coach does 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, I will discuss this with you and, at your request, provide you with referrals.

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

Your responsibility

Collaborative divorce coaching is a joint effort between party and coach. While a successful 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 matter, 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 a successful party-coach relationship.

Meetings

I will meet with you individually initially and, as needed, throughout the Collaborative Process to clarify your goals and develop strategies for reaching your goals. Also, I will meet with you, your spouse, and your spouse's divorce coach to work on communication skills and other issues and, when appropriate, your co-parenting relationship, parenting issues, and a co-parenting plan. If a child specialist is involved, I will meet with you, your spouse, your spouse's coach, and the child specialist.

When we meet without the collaborative lawyers, the coaches will update the lawyers. We will communicate any co-parenting understanding or plan to the lawyers as a draft. You and your spouse will not sign any agreement without review by your collaborative lawyers.

Your coaches will participate in regular communication with your other team members, including by phone, to facilitate the Collaborative Process.

The coach will be paid for any time spent in these communications or drafting.

As your divorce coach, I may also attend collaborative meetings with you, your spouse, the lawyers, and the financial professional.

Confidentiality

In signing this agreement, you agree that information you provide to me is with the understanding that I am permitted to share it with all the professional team members, your spouse or partner, and other professionals retained to assist in your Collaborative process. I agree not to reveal any information obtained in the Collaborative process to individuals outside of the Collaborative process without your consent 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 they can assist you, if hired, 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.

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.

In order to more effectively provide service, I may ask to communicate with any of your treating professionals. If so, I will ask you to sign a confidentiality waiver to allow this communication.

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 will offer you appropriate referrals to assist your transition out of the Collaborative Process.

I reserve the right to withdraw as your divorce coach 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 coach.

If the Collaborative process terminates or I withdraw, my role as your divorce coach 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 possession of the divorce coach, including all content (written and oral) of sessions with the divorce coach, 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.

Fees

My collaborative divorce coach fee is \$250 per hour. I charge for attendance at meetings, emails, report writing, document review, and phone calls.

I request an engagement fee of \$2000 within 2 weeks of receiving your signature on this contract. When the engagement fee is depleted, my billing assistant will invoice you for an additional retainer sum unless you and I make an alternate arrangement for you to pay me on a month to month schedule. 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 divorce coach 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 business hours notice, the cancelling party is asked 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.

Divorce Coach

Date

[Party's name]

Date