

Center for Psychological Growth and Wellness

Collaborative Participation Agreement

Informed Consent for Collaborative Practice (Law) Process

The parties have chosen to use the principles of Collaborative Practice to settle their dispute. By signing this Agreement, you give permission to Lisa Saponaro, Ph.D. to provide Collaborative services in the form of a

Coach or Child Specialist (please circle one).

Please read this document carefully and note any areas that require clarification. If at any time during this Process an outside referral is indicated, this will be discussed with the parties and names will be provided. The Collaborative professional is not to function as a therapist for any of the parties involved, including child(ren).

The Role of the Collaborative Divorce Coach

The *Coach* is a licensed mental health professional who assists in the resolution of issues, paying attention to the emotional transition for the parties. It is a focused, goal-oriented and systemic Process. During both Collaborative Team meetings and individual meetings, a Coach works with a couple to:

- Identify goals, clarify interests, and prioritize concerns
- Assist in strengthening communication skills and communication needs
- Reduce misunderstandings, resolve problems and reduce emotional intensity
- Collaborate with the couple, their attorneys and other professionals involved
- Develop effective co-parenting skills and a viable parenting plan when child(ren) are involved
- Facilitate Process and communication at team meetings with the goal of making each meeting as effective, productive, and efficient as possible

The Role of the Child Specialist

The "Child Specialist" is a licensed mental health professional utilized for the purpose of facilitating the resolution of issues, paying special attention to parenting, child(ren) development and emotional transition for the child(ren). They will assist the parties to:

- Create a safe place for the child(ren) to talk
- Assess the needs and adjustment of the child(ren)
- Communicate feelings, perspectives, and experiences of the child(ren) to the parents/team
- Provide resources as indicated
- Help the child(ren) adapt to the family transition
- Facilitate healthy co-parenting to benefit the child(ren)'s growth and development
- Develop shared narratives and arrangements that benefit the child(ren)'s best interest and maximizes their ability to grow and thrive
- Assist with the development of an appropriate parenting plan given the needs of the child(ren)

Either during the initial consultation or at the first Collaborative Team meeting, the role of the mental health professional will be discussed. If at any time during the Collaborative Process there are any questions or concerns, it is important to ask for clarification to maintain a successful relationship. The Collaborative Process is based on the belief that parties can resolve their dispute in an emotionally healthy way. Through interacting and communicating with one another respectfully, honestly, and openly, the parties can achieve a durable and successful resolution.

PARTY RESPONSIBILITY

Collaborative Practice is a joint responsibility between each party and the Collaborative professional retained. The commitment to the Process is essential to creating a durable outcome. It is expected that each party will do the following:

- Communicate respectfully
- Provide full, honest, and voluntary disclosure of all information related to the Collaborative matter, including information which either party might need to make an informed and educated decision about each issue and dispute
- To commit to regular meetings with the Collaborative professionals involved as directed by the team
- To complete homework assignments and obtain information as requested
- To communicate needs
- To be flexible and open in considering options with a focus on problem solving
- To consider not only the individual needs, but also the needs of the other party and family members when considering other options and reaching resolution

CONFIDENTIALITY

By signing this document, you agree to waive confidentiality within the Collaborative Process and permit full communication with other members of the Collaborative team. The purpose of communication amongst the professional team is to facilitate the Collaborative Process. Should either party elect to withdraw from the Collaborative Process, all materials, including all content (written and oral) of all Collaborative team meetings and communication with or between any member of the Collaborative team, will remain confidential and may not be used in any court proceedings. The parties, and the Collaborative professional, agree that if this matter becomes adversarial and there is court action, said affiliate professionals may not be called to witness or introduce his/her work product. The parties agree to not take the Collaborative professional to court, not to subpoena him/her, and not to depose him/her. All that is discussed and occurs in meetings within the Collaborative Process is confidential and will not be shared in court.

PARTY SAFETY

There are situations in which the mental health professional is legally obligated to take actions that are necessary to attempt to protect others from harm. These situations are unusual and if they should arise, disclosure will be limited to what is necessary. An attempt to discuss the situation before taking action will occur if possible. When in the professional opinion of the mental health professional, the client poses an immediate threat to harm another person, action is required.

This includes but is not limited to, notifying the potential victim and police. If a client is a threat to harm him/herself, the mental health professional is obligated to seek hospitalization for him/her, and to contact family members, the police, or others who can help provide protection. If there is reasonable suspicion of child abuse or neglect or abuse of a dependent, disabled, or elder adult in a physical or sexual manner, it will be reported to appropriate authorities.

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/ or Child Specialist and your Attorney. The Collaborative team reserves the right to terminate the Collaborative Process if either party engages in

conduct in violation of the Collaborative Participation Agreement. In the event of termination, all incurred fees are immediately due and payable. Appropriate referrals will be offered to assist with your transition out of the Collaborative Process. It is the right of the mental health professional to withdraw if there is a disagreement about the management of the case, or if you fail to meet your responsibilities under this Agreement, including but not limited to, your obligation to make timely payments and comply with requests for additional advances. Should it be determined that the mental health professional needs to withdraw, every reasonable effort will be made to protect your interests such as giving you sufficient advance notice so that arrangements can be made for a new Coach or Child Specialist.

FEES

The parties agree to pay the Collaborative Coach or Child Specialist, licensed mental health professional. The charge is \$ **250** per hour and will be applied to time spent on the behalf of the parties. This fee is applied to the time spent individually or together in a meeting with the parties and their Attorneys or conferring with an Attorney or another member of the professional team, as indicated. Examples for which you will be billed include telephone calls, meetings (full team and professional), travel time and correspondence, including reading and responding to emails. Payments may be made in cash, check or credit card and made out to the Professional. Both parties are equally responsible for the entire bill unless stipulated as follows: 0.00% % by _____ and 0.00% % by _____. The parties will be charged the full fee for a meeting that is not kept or cancelled with less than 48 hours' notice. If the professional needs to cancel a meeting, you will not be charged.

COMMUNICATION

The parties agree to promptly provide all necessary and reasonable information requested by the Collaborative Professional as well as sign all necessary authorizations requested. The parties understand that they are waiving confidentiality to permit full communication with other members of the Collaborative team and assist in the effectiveness of the Collaborative Process.

LIMITATIONS

While the Collaborative Process is not a guarantee of success, and cannot eliminate past disharmony and irreconcilable differences, it offers a positive and healing method towards healthy and cooperative relationships, which ultimately allows the parties involved and their child(ren) to thrive.

Your signature below indicates that you have read this Agreement, understand, and agree to the outlined terms.

TRAINING

Dr. Lisa Saponaro regularly teaches, trains and supervises interns who are in the process of finishing their degrees and obtaining licensure. These interns benefit greatly from seeing the Collaborative Divorce process in action. All interns are bound by the same laws and rules as Dr. Saponaro. Please identify if you are willing to have an intern observe and participate in your collaborative process. Yes, I agree No, Thank you

Participant Name: _____ Relationship to child: _____

Participant signature

Date

Coach/Child Specialist

Date
