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**Collaborative Mental Health Neutral/Family Specialist/Divorce Coach
Engagement Agreement**

Review and signing of this agreement indicates your informed consent in entering into an agreement with me to provide services to you as the mental health neutral/family specialist/divorce coach (hereafter as “family specialist”) in your collaborative process.

Goal of the Collaborative process

The goal of the Collaborative process is to help you and your spouse/partner resolve issues in the divorce process by developing shared solutions that meet the needs of your family without going to court. I will assist you and your spouse/partner with communication and self-management skills for more efficient, respectful, open, and emotionally healthy dispute resolution.

Explanation of the role of the family specialist/divorce coach

My responsibility as a neutral expert is to assist you and your spouse/partner, partner, or ex-spouse/partner in arriving at a fair and equitable agreement through this collaborative dissolution process. My role is to provide assistance that will be of benefit to both of you in reaching such a resolution. Unlike the traditional role of a mental health practitioner, my responsibility is to provide whatever services in my areas of expertise that will facilitate this collaborative process, rather than to provide treatment to an individual per se, unless working with an individual facilitates that person’s participation in this process. I will assist you to identify and address issues in my area of expertise. If at any time you feel that I am not functioning as a neutral expert, please discuss this with me and with all parties involved.

Collaborative law is a process based on transparency, that is, it is a process based on a commitment to sharing information so that both clients are able to work together to reach a shared resolution. As such, any information that I have, or any reports or notes that I may compile during this process will be made available to all parties (both clients and both attorneys).

You have retained me as your family specialist in the Collaborative process. As needed, in that role I may:

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

The family specialist does not provide therapy to you, your spouse/partner, or your children. If you need assistance with 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 for such services.

As the family 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

Collaborative divorce is a joint effort between all parties. 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/partner sign to start the process, including:

- to communicate respectfully;
- to provide full, honest, and voluntary disclosure of all information related to the Collaborative matter, including information which either party might need in order to make an informed decision about issues in dispute;
- to commit to regular meetings with your coach and with other members of the Collaborative team as needed;

- 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/partner and other family members in considering resolution of issues.

If at any time in the Collaborative process you have questions, please ask for clarification.

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 and your spouse/partner to work on communication skills and other issues as needed, such as your co-parenting relationship, parenting issues, and a co-parenting plan as needed.

When we meet without the Collaborative attorneys, I will provide an update to your attorneys. We will communicate any co-parenting understanding or plan to the attorneys as a draft. You and your spouse/partner will not be asked to sign any agreement without review by your Collaborative attorney.

As your family specialist, I will participate in regular communication with your other team members, including by phone, email or teleconferencing to facilitate the Collaborative process.

As your family specialist, I may also attend Collaborative meetings with you, your spouse/partner, your attorneys, and the financial professional.

Confidentiality

You authorize me at my discretion to disclose sufficient information to the other Collaborative professionals so that they can be prepared to meet with you to assist you in the Collaborative process.

You recognize and agree that otherwise confidential communications to me may be shared with your spouse/partner, 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 involving 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 to your request. If I determine that the information is important to the process, that is, that your spouse/partner 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 my participation from the Collaborative process.

If the Collaborative process breaks down and your matter ends up in litigation, no documents held by me or any other information 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 mental health 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 attorney. Your 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. I will offer you appropriate referrals to assist your transition out of the Collaborative process.

I reserve the right to withdraw as your family 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 coach.

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.

Payment of my fees

The rate for my services is \$250.00 per hour, to be billed in half-hour increments. Charges will be made for multiple types of services, including for direct contact with you individually or together, my participation in team meetings, time spent in preparation of documents (including to summarize the content of our meetings for the Collaborative team), collateral contacts as needed, and other professional activities that are needed to support your Collaborative process. Typically, such charges can be paid for at the time of service using on-file credit card information. If you prefer, I will request a \$1500.00 retainer at the start of this process, and will notify you of both my charges, and the need to provide additional retainer funds as needed.

I HAVE REVIEWED THE ABOVE AGREEMENT IN ITS ENTIRETY, UNDERSTAND ITS CONTENT, AND AGREE TO ITS TERMS.

Name

Signature

Date

Please provide all of the following information, and indicate which methods I can use in contacting you. Thank you.

_____ Cell/Telephone Number _____

_____ Email _____

_____ Mailing Address _____