

PARTICIPATION AGREEMENT FOR CHILD SPECIALIST IN COLLABORATIVE PRACTICE

GOAL OF COLLABORATIVE PRACTICE:

The goal of Collaborative Practice is to help the separating/divorcing couple to work successfully to achieve a positive resolution that minimizes the negative economic, social, and emotional consequences the family often experiences in the traditional adversarial separation and divorce process.

In order to accomplish this goal, three independent disciplines work together as a team to integrate the legal, emotional and financial aspects of separation/divorce.

ROLE OF THE CHILD SPECIALIST:

The Collaborative Practice Child Specialist will work with the child to:

1. Provide the child with an opportunity to voice his/her concerns regarding the separation/divorce.
2. Provide parents with information and guidance to help their children through this process.
3. Give information to the Coaching team that will help in developing an effective co-parenting plan.

The Collaborative Practice Child Specialist will terminate their relationship with the child(ren) when the parenting plan is complete. Although the parents may consult with the Child Specialist regarding the parenting plan in the future, the relationship between the Child Specialist and the child(ren) will come to a close when the parenting plan is complete.

THE RESONSIBILITIES OF THE CLIENT:

Each party involved in the separation/divorce agrees:

1. In the case of the Parties who have children: to make every effort to reach amicable solutions that promote the child/ren's best interests. The Parties agree to act quickly to mediate and resolve differences related the child/ren to promote a caring, loving and involved relationship between the child/ren and both parents. The Parties acknowledge that inappropriate communications regarding their dissolution can be harmful to their child/ren. They agree that settlement issues will not be discussed in the presence of their child/ren, or that communication regarding these issues will occur only if it is appropriate and done by mutual agreement, or with the advice of the Child Specialist. The Parties agree not to make any changes to the residence of the child/ren without first obtaining the written agreement of the other Party.

2. To maintain the confidentiality of all content (written or oral) of the sessions and agrees that under no circumstances will any of this content be used in any future adversarial process.
3. To work for the best interest of the family as a whole.
4. Although the Parties of have agreed to work outside the court system, the Parties also agree that, pending settlement:
 - a. Neither Party will dispose of any assets except by an agreement in writing.
 - b. Neither Party may harass the other Party.
 - c. All available insurance coverage will be maintained and continued without change in coverage or beneficiary designation.

CONFIDENTIALITY

1. Both Parties agree to sign confidentiality waivers with the Collaborative Separation/Divorce Coaches to waive privilege with each Collaborative lawyer involved in the process. The specifics of this will be discussed before the confidentiality waivers are signed. The purpose of having signed waivers is to be able to speak freely with the different professionals involved to facilitate a team approach.
2. All materials without these specific waivers remain closed and confidential in accordance with Provincial laws. Confidentiality may be waived in the following situations:
 - a. If there is a reason to believe that you are in danger of hurting yourself;
 - b. If you express an intention to hurt someone else; and
 - c. If there is reasonable suspicion a child, under the age of 19, is being abused.
3. Should either party elect to move from the Collaborative Process into a court process, all materials, including all content (both written and oral) of Coaching sessions, remain confidential and may not be used in any court proceedings.

FEES:

Include basic fees for hourly professional rate, late payment charge, phone consultations, and drafting documents. Incidental fees may include photocopying, faxing, postage and parking.

CANCELLATIONS:

A 24 hour advance notice of cancellation is required. Because appointment times are reserved exclusively for you, you will be charged full fee for a late cancellation or missed appointment.

ELECTION TO TERMINATE:

If either Party decides that the Collaborative Separation/Divorce process is no longer viable and elects to terminate the status of the case as a Collaborative Separation/Divorce matter, s/he agrees, in writing, to immediately inform the other Party, the Child Specialist, their respective Coaches, and lawyers.

A Collaborative Separation/Divorce Coach and Child Specialist must withdraw from the Process in the event that they learn that their client has withheld or misrepresented information and continues to withhold and misrepresent such information, or otherwise acted so as to undermine or take unfair advantage of the Collaborative Separation/Divorce Process. The Coach withdrawing will advise the other Team members in writing that s/he is withdrawing and that the Collaborative Separation/Divorce Process must end.

The Collaborative Child Specialist reserves the right to withdraw from the case for any reason (except those set out in the preceding paragraph, in which case withdrawal is mandatory). They agree to provide written notice of withdrawal to the other Party through his/her lawyer and his/her Collaborative Separation/Divorce Coach. The Child Specialist shall give prompt written notice of this intention as well to the other Parties.

The withdrawing Child specialist will make every effort to provide suitable referrals to another Collaborative Child Specialist to facilitate the engagement of a new Child Specialist. The new Child Specialist shall execute a new Collaborative Separation/Divorce Participation Agreement within 30 days of the Child Specialist first giving notice.

In the event of a termination, all incurred fees are due and payable.

LIMITATIONS:

While the Collaborative Separation/Divorce Process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, we believe it offers a positive method towards a cooperative solution. For couples with children, it assists them towards a positive co-parenting relationship.

I HAVE READ THE ABOVE AGREEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENT AND AGREE TO ITS TERMS:

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE