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**COLLABORATIVE DIVORCE—
DIVORCE COACH ENGAGEMENT AGREEMENT**

Goal of Collaborative Divorce:

The Collaborative Divorce Process is based on the belief that families can get through divorce in a more productive, efficient and emotionally healthy way when the negative financial, social and emotional consequences to the family are minimized. The goal of the collaborative process is to provide the divorcing couple with a settlement process that minimizes these negative effects and helps reach resolution without going to Court. The Collaborative process is unique in that affords the family an opportunity to resolve disputes respectfully, to communicate in an open manner and to create shared solutions that meet the needs of their individual family.

The role of the Collaborative Divorce Coach:

You have retained me as a divorce coach in the Collaborative divorce process. In this role, I will assist you to determine what is most important to you in the divorce process, and create goals to address what you want for yourself, your children (if appropriate) and your family both now and in the future.

During this settlement process, you may experience uncomfortable and distressing feelings such as unhappiness, anger, loss, guilt, sadness and frustration. These feelings are a natural part of divorce. I will work to assist you in managing these emotions. In addition, I will work with you to strengthen your communication skills and reduce your level of stress.

In my role as your divorce coach, I will also work with you, your spouse and the other divorce coach to reduce misunderstandings between you and your spouse. If there are children involved, I will work with you, your spouse and your spouse's divorce coach to help you develop effective co-parenting skills and a parenting plan that best meets the needs of your children. If there is a child specialist involved, I will also work with that person to understand your child's needs and interests so that your child's "voice" can be a part of your decision-making in this process.

As your divorce coach, I will also assist your family and the team in making the Collaborative divorce process as effective and efficient as possible. As your divorce coach, I will assist you and your spouse in identifying issues that need to be resolved and generating options to move forward in developing a mutually agreeable resolution to the issues at hand.

My role as your divorce coach is focused on the divorce process. Should you need assistance with issues that fall outside of this process or require more support than I am able to provide, I will refer you to others who can address those issues.

As a divorce coach, I am not involved in the drafting of the final settlement agreement. However, if children are involved, I likely will be involved in drafting the parenting plan. This plan would then be sent to the attorneys who would adapt it into a legal document. In addition, during settlement meetings in which parenting issues are discussed, you may agree to an interim parenting plan or resolution of an issue. Often times, within the process, a resolution to an issue may be implemented and the parties provide feedback on the attempted solution. Those agreements are not final until the settlement agreement is complete.

Although I am a mental health professional, as your divorce coach, I am not providing therapy to you, you and your spouse or your child/children.

Responsibility of the Client:

Collaborative divorce coaching involves a joint effort between client and coach. Progress and success in the Collaborative divorce process depends upon many factors, including your motivation and effort as well as the issues that need resolution.

While the Collaborative divorce process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, it offers a positive method toward a more healthy and cooperative solution to marital dissolution. For couples with children, it assists them towards a positive co-parenting relationship and considers the children's well being throughout the process. For all couples, it offers the possibility of a more peaceful end to the marriage and fewer burdens as you individually move forward.

During the Collaborative divorce process, you will make important personal decisions. Both you and your spouse will shape your final agreement with the result being something that will be unique to your family's circumstances. This requires openness and flexibility by both parties to generate a fair and mutually satisfying agreement. It also requires that you act in an honest and forthcoming manner throughout the process focusing on the needs of your family as a whole. In addition, this process encourages you to ask questions, express concerns and clarify issues so that you are informed prior to making any decision. Your commitment to the process and these principles of the process are essential for a positive collaborative outcome.

In order to make the Collaborative divorce process most effective, it is your responsibility to provide necessary documents and information in a timely manner and to keep all information (written and oral) of the sessions confidential. None of the information from the Collaborative Process can be used in any future adversarial process.

Meetings:

As a divorce coach, I will meet with you individually initially and throughout the Collaborative divorce process to clarify your goals and develop strategies for reaching these goals. In addition, I will meet with you, your spouse and your spouse's divorce coach as we work on strengthening the communication skills and when appropriate, assist you and your spouse in developing a co-parenting relationship. I may also meet with you and your attorney if appropriate. I may also attend financial meetings in which both parties, both lawyers and a financial specialist (if involved) are present. If a child specialist is involved, I will meet with both parties and the child specialist as is appropriate.

If you need to cancel an appointment, I require that you provide me with at least **48 business hours** notice. If you do not provide me with this notice, you will be charged for the meeting time. Please arrive on time. Billing starts at the time the appointment is scheduled. Most collaborative appointments are one to two hours in length. Regular attendance at scheduled appointments is one of the keys to a successful outcome in the Collaborative process.

Confidentiality:

The divorce coach and the client do not have an individual, confidential relationship. The client understands that the confidential relationship exists between the team of professionals and the clients. The divorce coach agrees not to reveal any information obtained in the Collaborative process to individuals outside of the Collaborative team without informed consent of the client. The confidentiality provision applies only to professionals on the team. Parties are not bound by confidentiality in terms of speaking with friends, family members or others about the Collaborative process.

You agree to sign a waiver of confidentiality with the divorce coach to waive privilege and confidentiality with each team member involved in the process. It is important to note that Collaborative divorce is a process that embraces the idea that everyone retained to work on your case is going to discuss matters openly and freely with regard to your divorce. All team members will share information regarding your case and because you signed a Collaborative consent form, you have authorized the release of information amongst and between your professional team members to provide the transparency needed to effectively work for you and your spouse in Collaborative divorce.

You understand and agree that the Collaborative divorce coach, at her discretion, may reveal to one party what the other has communicated. However, if you share information with the Collaborative divorce coach, which you specifically wish to keep confidential (i.e., not to share with the other party), please apprise your divorce coach of that fact so that the issue can be discussed and an agreeable resolution reached. For example, if this information is not important to the Collaborative divorce process, it may be eligible to be kept confidential. If this information is deemed important by the team or members of the team to the Collaborative divorce process, you will be advised that the information must be disclosed in the process. As your divorce coach, I will assist you as appropriate in determining the most healthy and beneficial way for the information to be disclosed. If you are unwilling to

disclose the important information, the Collaborative process will be terminated and I will withdraw as your coach. In addition, I may advise the team that the reason for withdrawal is that you are unwilling to disclose important information to the process.

Should either party elect to move from the Collaborative process to a Court process, all materials, including all content (written and oral) of sessions with the divorce coach remain confidential and may not be used in any Court proceedings. If collaboration ends and you decide to go to Court, I am disqualified as a witness and all material created during and as part of the Collaborative process will be inadmissible as evidence.

The file of the divorce coach is to remain confidential to the Collaborative process. If requested, the client may receive his/her file to include all documents except the notes of the divorce coach and any team only communications. The notes of the divorce coach and the team only communications will remain the property of the divorce coach and will not be released to the client or to the client's spouse.

Open Communication:

In the collaborative divorce process, candid communication and cooperation among professional team members is essential for effective process management by the collaborative professional team. This communication is a central component of the service I provide as your divorce coach. By agreeing to retain me as your divorce coach, you indicate your understanding that I will communicate confidentially with the other professionals on the collaborative team. You also agree that these communications will take place with the discretion of the team and will be made for the sole purpose of helping you and your spouse to reach a mutually satisfactory agreement using the collaborative process. These communications are made solely for the purpose of facilitating effective negotiations by improving communications within the collaborative process. Such professional communications will in most instances not be disclosed to anyone who was not a party to the original communication, including you and/or your spouse. If a team communication is disclosed to you this does not mean that other team communications will be disclosed to you.

The divorce coach may communicate with the parties and the Collaborative professionals including, but not limited to, communicating with each party individually or together, a party with his or her lawyer present, each lawyer individually or together, any Collaborative professional consulted for an opinion during the Collaborative law process, and any other professionals retained by the parties who have signed a participation agreement in this matter.

In order to more effectively provide service, it may be important for me to communicate with any previous or concurrently treating professionals. To this end I may ask you to sign a confidentiality waiver form allowing such communication. By signing this document you are agreeing to promptly provide me with all necessary and reasonable information I may request, and to sign all authorizations I may deem necessary toward that end. You are, of course, free to review such authorizations with your counsel prior to signing.

Fees:

All services provided by Karen P Freed, LCSW-C, BCD as a divorce coach will be billed at Two Hundred Forty Dollars (\$240.00) per hour. Time will be billed in minimum increments of one-tenth (1/10) of an hour. I will charge portal-to-portal time in travel. I will be available Monday through Friday, during normal business hours to assist in your case. Please note that if I am in Collaborative meetings or mediation, I may not be able to return your calls or emails right away.

Services as a coach include, but are not limited to, individual and joint meetings with you, your spouse and any members of the Collaborative team, telephone conversations or emails with you and/or other members of the Collaborative divorce team, and any preparation of written reports or documents used in the Collaborative divorce process.

At the initial meeting, a retainer of Two Thousand Five Hundred Dollars (\$2500.00) is due. This retainer will be used throughout the Collaborative divorce process to pay for services provided. Once the initial retainer is depleted, you will be notified and we will determine if it is appropriate to replenish the retainer or switch to a pay as you go arrangement. If a switch is made to a pay as you go arrangement, you understand that payment is expected at the time services are rendered unless another arrangement has been made. I accept checks or cash as payment and do not accept credit cards.

The services I provide as a divorce coach are not covered by health insurance and health insurance will not reimburse you for these services.

You agree to pay all divorce coach services rendered until such time as our relationship is ended.

An orderly wind up is the best way to minimize unwarranted prejudice to your case. Therefore, your responsibility to pay all charges and expenses remains effective through all wind up work done. This includes any transition work, if applicable, regarding the steps to withdraw as your divorce coach.

Should there be a balance left from the retainer provided once all services are charged and paid for, that balance will be promptly returned to you at the conclusion of your case.

Billing:

I will provide you with itemized statements for costs and fees incurred. Statements indicate balances on fee or cost advances, and any additional advances that I may require from you. Where your statement reflects an outstanding balance, such balance, whether for fees, costs or both, is immediately payable on receipt.

Please carefully examine every statement I send to you, and immediately contact me with any questions or concerns. Your early inspection and feedback is essential to fulfill my goal that you understand every aspect of this engagement, the services I am rendering and the status of your account. If I do not hear from you regarding a statement within thirty (30) days after its issue date, I will proceed with the understanding that the statement is agreed by you to be fair and accurate.

Interest Rates:

Should any balance remain unpaid for thirty (30) days or more, it will constitute your request that I defer collection as a convenience to you. In such event, a finance charge of one percent (1%) per month will be applied to any unpaid balance. This is an additional right and remedy and does not limit any other remedies available to me under this Agreement, or applicable law.

Termination:

If you decide that the Collaborative divorce process is no longer viable and elect to terminate the status of the case as a Collaborative law matter, you agree to, in writing, immediately inform the other party, their respective coaches, and attorneys. Please refer to your Collaborative participation agreement for more information on this issue.

The Collaborative divorce team also reserves the right to withdraw from the case if either or both parties engage in conduct that is contrary to the Collaborative divorce process. In the event of termination or withdrawal, all incurred fees are immediately due and payable. In the event of termination, appropriate referrals may be offered to facilitate the client's transition out of the Collaborative divorce process.

I reserve the right to withdraw from being 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 the statements and comply with my requests for additional advances. Should I determine the need to terminate this engagement, I will make every reasonable effort to protect your interests such as giving you sufficient advance notice so you may arrange for a new coach.

If the Collaborative process terminates, my role as your divorce coach will end and I cannot meet with you in any capacity.

Client Safety:

As a licensed mental health professional, I am required by law to report any suspected physical or sexual abuse of a child/children to the appropriate authorities. I also have a

duty to warn the appropriate authorities if you, your spouse or your child/children makes believable threats or poses a potential threat to himself/herself.

Maryland Governing Law:

This Agreement will be interpreted and governed under the laws of the State of Maryland.

Informed Consent:

This is a binding contract.

To retain me on these terms and conditions, please sign and return this Agreement together with the required advance for fees and costs. Please keep a copy of this Agreement for your records and future reference. By signing below, you are agreeing that you have thoroughly read the above statement in its entirety, understand the content and agree to its terms. You are also agreeing that you are designating me to be your divorce coach.

Signature, Client

Date

Signature, Divorce Coach

Date