Vendetti Wellness Group

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**Collaborative Law Divorce**

Licensed Mental Health Professional

**Divorce Coach Participation Agreement**

Welcome to the Collaborative divorce coaching services of Vendetti Wellness Group. My name is Lisa Vendetti and I look forward to our work together. This document, the participation agreement, contains important information about my professional Collaborative divorce coaching services and business policies. This agreement constitutes a contract between us. By signing it, you have given me permission to serve on your Collaborative team and provide Collaborative divorce coach services to you. Please read this document carefully and raise any questions you may have before you sign it. As part of this process, you have been given information about my background, experience and qualifications.

**Collaborative Divorce**

Collaborative divorce is a process that helps separating clients resolve their disputes respectfully and fairly in a non-adversarial, private manner. By providing an atmosphere that ensures that both clients’ needs, concerns and feelings are expressed and understood in constructive ways, it supports clients cooperating to achieve agreements that honor their and their children’s long-term interests. It does this by using a team approach to resolve financial, parenting and other individualized issues of concern. The team not only includes the clients and their attorneys, but also frequently involves a neutral financial professional as well as a mental health professional, such as myself, who serve as a divorce coach or child specialist.

**Divorce Coaching**

Divorce coaching is a consultative service designed to help separating clients deal as effectively as they can with their divorce. In my work with you, you are jointly engaging me to serve as a neutral coach in connection with your divorce. I will not serve as a separate divorce coach for either of you, although I will at times speak with you and meet with you separately. I will work with you together, along with your attorneys, to facilitate your divorce process. At all times in this process, I will remain a third-party neutral and will serve you in that capacity.

In divorce coaching, there is no diagnostic process or psychological evaluation as there would be in psychotherapy. The evaluation in coaching is designed to understand how you are being psychologically and emotionally impacted by the divorce and to determine the best methods by which to help you. Another way to think of it is as emotional and situational management during a very stressful process.

Another very important role of the divorce coach is to facilitate and effectively manage the collaborative process that occurs during the four- and five-way meetings between you and your attorneys, through consultation with the attorneys and any other neutral parties working with your family. Different clients bring different priorities to the process. I will work with each of you to address the parts of your divorce that you feel need the most attention, and I will suggest areas of focus as I see them. In this way, we will try to establish together the goals of our coaching work.

D**uring both Collaborative team meetings and individual sessions, coaches work with the clients to:**

Identify goals, clarify interests and concerns

Provide specific tools to enhance clear communication, constructive problem solving and effective negotiation of long term solutions

Make effective use of conflict resolution and communication skills to overcome obstacles

Work collaboratively with each client, their attorneys’ and all other involved professionals.

Reduce misunderstandings and reduce emotional intensity

Preserve or develop a grounding for a healthy post-divorce relationship

Preserve or develop a mutually respectful, cooperative co-parenting relationship

Explore post-divorce parenting arrangements to effectively inform the parenting plan

Review how well the parenting plan is working and whether it requires any improvements or adjustments in post-divorce follow-up meetings

**My Professional Commitment**

Either during the initial consultation or at the first five way Collaborative meeting, we will discuss how I conduct Collaborative divorce coach and facilitator services. If at any time during the Collaborative divorce process, you have any questions about the services being provided, please ask for clarification. Your initial impressions about the plan, suggested procedures and goals, and your feelings about whether you are comfortable working with me, are all an important part of the process and are essential to a successful client-coach relationship. If at any time I think that you may benefit from collateral work with other professionals, outside the Collaborative team, I will discuss this with you, and, if needed, will provide you with the names of appropriate professionals.

**Emergency Situations**

Although I check my email and voicemail often, I may not be available for immediate emergencies. If you require this type of professional support, please let me know and I will refer you to other mental health professionals who can offer you this service. If a situation should arise in which you believe you need immediate help, I suggest you call your primary care physician or the local emergency room. You can also call 911.

**Client Confidentiality and Client Safety**

Both clients agree to sign confidentiality waivers with the Collaborative divorce coach to allow collaborative communication with all of the professionals on the Collaborative divorce team. The purpose of having signed waivers is to allow full communication among the Collaborative team so as to facilitate the team approach. \*This exchange of information among providers may occur in electronic form.

Should either client decide to withdraw from the Collaborative divorce process, all materials, including all content (both 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 clients agree to not take the other to court, not to subpoena, not to dispose. All that goes on in session is confidential and will not be shared in court.

In my role as Collaborative divorce coach, the confidentiality of communication between me and my clients is important, and in general, is protected by law. Subject to legal exceptions, information given in our meetings will not be shared with anyone without your written permission. The following outlines some of the circumstances when Massachusetts law allows or requires a psychotherapist to breach a client’s confidentiality.

In most legal proceedings, a client may assert the Provider-Client privilege to protect information about his or her consultation. However, certain court proceedings or other legal activity may limit a psychotherapist’s ability to maintain confidentiality. If you are involved in a legal proceeding, please speak with your attorney about the limits of confidentiality.

**There are some situations in which I am legally obligated to take action**

\*These situations are unusual in my practice. If such a situation arises, I will make every effort to fully discuss it with you before taking any action and I will limit my disclosure of information to what is necessary.

If I have reasonable cause to believe that a child has been subject to abuse, the law requires that I must report it to the Department of Children and Family Services. Once such a report is filed, I may be required to provide additional information.

If I have reasonable cause to believe that a vulnerable adult is the subject of abuse, neglect or exploitation, and I believe that the disclosure is necessary to prevent serious harm to the client or other potential victims, I may report the information to the county adult protective services provider. Once such a report is filed, I may be required to provide additional information.

If a client communicates a threat, or if I believe the client presents a threat of imminent serious physical violence against a readily identifiable individual, I may be required to take protective actions. These actions may include notifying the potential victim, contacting the police, or seeking hospitalization for the client.

If I believe the client presents a threat of imminent serious physical harm to him/herself, I may be required to take protective actions. These actions may include contacting the police or others who could assist in protecting the client or seeking hospitalization for the client.

The laws governing confidentiality can be quite complex, and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed. Be assured that confidentiality laws exist to protect your privacy. The exceptions listed are, indeed, exceptions to the more usual communications that take place in a psychotherapist-client relationship. It is important that you feel comfortable and safe in this environment and able to share whatever you need to in the service of our helping you. The protection of that environment is of paramount importance to me in our work together.

**Open Communication**

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

The clients **hereby authorize and release** the Collaborative divorce coach and the Collaborative attorneys to share any information, opinions and/or communications regarding this matter with any of the participants, specifically with each other, individually or collectively; with any attorneys consulted for an opinion during the Collaborative divorce process; with any other professionals who have signed a participation agreement in this matter; and /or with the clients, together or individually. The clients understand and agree that the Collaborative divorce coach, at her discretion, may reveal to one client what has been communicated by the other. 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 client), please apprise your divorce coach of that fact so that the issue can be discussed and an agreeable resolution reached. For example, if said information is not relevant to the Collaborative divorce process, it may be eligible to be kept confidential.

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. You are, of course, free to review such authorizations with your counsel prior to signing.

There will be times that the Collaborative divorce coach will meet with the clients without the collaborative attorneys present. The coach shall promptly update the attorney and other team members on any such meetings. The coach may communicate such preliminary understandings in writing or orally, but will not draft any final agreements. The clients will not be asked to memorialize such understandings. The clients will not sign any binding agreement without both attorneys’ review.

**Professional Fees**

My Collaborative divorce coach fee is $140 per hour. This fee is applied to the time spent on your behalf, weather it is with you individually or together, in a meeting with you and the Collaborative attorneys. Examples of other professional time for which you will be billed (prorated at the hourly fee) include telephone calls, document review and correspondence (including email). \*Travel time will be billed at half of the hourly fee\*

Payments are requested at the time of meeting. Cash, check (made out to Vendetti Wellness Group) or credit card are accepted forms of payment. Any other professional time spent on your behalf will be billed monthly, unless another arrangement is agreed upon in advance. Payment of such fees and expenses is due to the coach no later than 30 days following the date of such billing, unless otherwise agreed in writing.

The clients are equally responsible and liable for any coaching fees and expenses and it is understood that the coach shall be reimbursed for all expenses incurred as a part of the coaching process.

**Cancellation Policy:** I ask for 48 hour business hour notice (9am-5pm Monday-Friday) (For a Monday appointment, I ask that I receive notice by Thursday at 5pm) to cancel or postpone an appointment in order to avoid a full fee charged for that meeting. When an appointment is scheduled for two clients to meet with me together, and one client cancels with less than 48 hour notice, **that client** is the client who is asked to pay the fee for the missed session.

**Limitations**

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 healthier and cooperative solution to marital dissolution. For clients with children, it assists them towards a positive and healthy co-parenting relationship.

**I have read the entire contents of this document, understand the content and agree to its terms**

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_\_

Coach Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date:\_\_\_\_\_