

COLLABORATIVE AGREEMENT
Collaborative Family Relations Specialist

GOAL: The goal of the Collaborative Family Relations Specialist is to help the couple work successfully within Collaborative Law to achieve a positive resolution that minimizes the negative economic, social, and emotional consequences the family often experiences in the traditional adversarial process.

THE ROLE OF THE COLLABORATIVE FAMILY RELATIONS SPECIALIST:

1. Identify and prioritize the concerns and interests of the parties.
2. Encourage dialogue and promote compromise between the parties.
3. Work collaboratively with the parties and the team to enhance communication and reduce misunderstanding.
4. Direct best efforts to keeping the Collaborative process moving towards resolution.
5. Provide parents with information and guidance to help their children through the process. Assist the parties in creating a shared parenting plan and developing effective co-parenting skills.
6. The Collaborative Family Relations Specialist acts as a **facilitator, not a therapist**. The Family Relations Specialist will not be providing legal advice to the parties.
7. Be the child/children's voice with regard to their feelings, needs, and interests.

CONFIDENTIALITY

1. All communication and materials within this Collaborative process remain closed and confidential in accordance with Ohio and U.S. Federal laws. Privileges may be waived in the following situations:

- A. If there is reason to believe that you are in danger of hurting yourself or if you express an intention to hurt someone else.
 - B. If there is a reasonable suspicion that a child or an elderly adult is being abused or neglected.
2. All information presented to the Collaborative team can be shared freely among the team.
3. **Should either party elect to terminate the Collaborative Process, all material (including content both written and oral) of the Collaborative Family Relations Specialist's sessions remains confidential and may not be used in any court proceedings. If the Collaborative process is terminated, Dr. Sharon Phillips will withdraw from the case.**
4. The Collaborative Family Relations Specialist will not be available for interview or other communications by custody evaluators or other professionals, should the case go to court. Dr. Sharon Phillips will not make any recommendations to the court.
5. **Email:** The parties agree that if they choose to use unencrypted email for communicating, they are aware that it may not be completely protected and they agree to accept this risk.

FEES:

All meetings will be billed at \$175.00 per hour. Payment for the first session can be in the form of check or credit card. A credit card is requested to keep on file and will be used for payment at the time each service is rendered. There will be charges for the following:

- Team, Joint, and Individual Meetings
- All communication, written and verbal, among all team members, including clients
- Review and creation of Shared Parenting Plan and other information pertinent to the process
- Phone conversations lasting longer than 10 minutes
- Travel time to and from meetings, for distances greater than 10 miles from the Family Relations Specialist's office

CANCELLATIONS:

A 24-hour advance notice of cancellation is required. You will be charged a full fee for a late cancellation or a missed appointment.

ELECTION TO TERMINATE:

If either party decides that he/she does not wish to continue in the Collaborative Process, he/she agrees to, in writing, inform the other party and the team members.

The Collaborative Family Relations Specialist reserves the right to withdraw from the Collaborative process if she does not wish to continue.

In the event of termination, both parties are responsible for all remaining fees.

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

Party

Date

Party

Date

Sharon M. Phillips, Psy.D.
Collaborative Family Relations Specialist

Date