



The Family Network
Collaborative Counseling Center
Randy Heller, PhD, LMFT, LMHC

COLLABORATIVE FACILITATOR PARTICIPATION AGREEMENT

This case is being conducted using Collaborative Law procedures as defined by the International Academy of Collaborative Professionals effective upon the signing of this agreement.

Randy Heller (hereafter referred to as the Collaborative Facilitator), agrees that she will act as a Neutral Facilitator in the process and will not align with either client or any lawyer in this Collaborative matter. The Facilitator is a Licensed Mental Health Professional (MHP) and will adhere to the rules of professional conduct governing the MHP's specific mental health discipline.

Goal of Collaborative Practice

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

Explanation of the Role of the Collaborative Facilitator

As needed, in this role I will:

- 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;
- Identify and help you 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;
- Make effective use of conflict resolution skills; _____

3325 South University Drive, Suite 202 | Davie, FL 33324
P. 954.236.4490 | www.familynetworkflorida.com



The Family Network

Collaborative Counseling Center

Randy Heller, PhD, LMFT, LMHC

- Collaboratively work with you, your spouse, and the other members of the Collaborative team to improve communication, reduce misunderstandings, resolve problems, and facilitate the Collaborative process;
- Assist you in developing co-parenting skills;
- Assist you in developing a parenting plan with your spouse; and
- Facilitate the process and communication at meetings with the goal of making each meeting as effective, productive, and efficient as possible.

The Collaborative Facilitator does not provide therapy to you, your spouse, or your children. If you need assistance on 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.

Fees

The Clients agree to pay the Facilitator an hourly fee of \$250.00 for in office consultation and out of office joint meetings, as well as an hourly fee of \$250.00 for cross-professional consultations, conferences, phone conversations, email communications and other services rendered by the Facilitator. Prior to the beginning of this process, determination will be made as to how payment will be made and by whom. In lieu of a retainer, I will keep your credit card authorization on file and provide you with regular statements each time your credit card is billed. ***Please be aware that although I utilize a credit card service where your data is ‘secured’, the use of a credit card or a bank check may compromise your confidentiality**

3325 South University Drive, Suite 202 | Davie, FL 33324
P. 954.236.4490 | www.familynetworkflorida.com



The Family Network
Collaborative Counseling Center
Randy Heller, PhD, LMFT, LMHC

Confidentiality/Transparency

You authorize me in my discretion to disclose sufficient information to other Collaborative professionals so that they can be prepared to meet with you to determine whether they can assist you, if hired, in the Collaborative process. You recognize and agree that otherwise confidential communications to me may be shared with your spouse, your Collaborative team, and any experts brought in as part of the Collaborative process.

The Clients agree to maintain confidentiality of all oral and written communications relating to the subject matter of the case made by the Clients or the Collaborative Team.

The Clients, the Collaborative lawyers and the Facilitator agree that all notes, work papers, summaries, written or oral opinions, written or oral reports of the Facilitator (collectively referred to as work product), if any, shall be confidential and shall not be released to any person or entity outside of the Collaborative process without the express written permission of both clients and the Facilitator. This confidentiality does not prohibit the furnishing, upon request, of such work product to any member of the Collaborative Team unless otherwise specified by any member of a couple. If for any reason the Facilitator is prevented from full transparency, s/he may find it necessary to withdraw from the team process.

The Facilitator may communicate among the team members (as deemed appropriate) including, but not limited to, communicating with each client individually or together, a client with his or her Collaborative lawyer present, each Collaborative lawyer individually, or together with the other Collaborative lawyer, and any other professionals retained by the clients who have signed a participation agreement in this matter.

3325 South University Drive, Suite 202 | Davie, FL 33324
P. 954.236.4490 | www.familynetworkflorida.com



The Family Network
Collaborative Counseling Center
Randy Heller, PhD, LMFT, LMHC

The Clients hereby release the Facilitator and the Collaborative lawyers to share any information, opinions and/or communications regarding this matter with each other, individually or collectively, and with other Collaborative professionals who have signed a participation agreement in this matter. If you specifically instruct me not to reveal something you want held in confidence, we will need to discuss an agreeable resolution of your request. If I determine that the information is important to the process, that is, that your spouse 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 and the Collaborative process may terminate.

Withdrawal Provision

All participants have a **right to withdraw** from the Collaborative law process. The Clients and the Facilitator agree that if the Collaborative matter terminates and the case is litigated, the Facilitator will withdraw from the case. If requested, an appropriate referral will be made to another Facilitator outside of this process. _____

Testimony

The Clients and the Facilitator agree that if the Collaborative matter terminates and the case is litigated, the Facilitator may not be called as a witness by either client in any future litigation between the Clients. _____

There are **Exceptions to Confidentiality** mandated or implied by Florida Law.

1. When there is cause to suspect a child or elderly or disabled individual has been or may be abused or neglected;
2. When there is reasonable cause to believe that you pose a risk of imminent harm to yourself;

3325 South University Drive, Suite 202 | Davie, FL 33324
P. 954.236.4490 | www.familynetworkflorida.com



The Family Network

Collaborative Counseling Center

Randy Heller, PhD, LMFT, LMHC

3. When there is reasonable cause to believe you pose a risk of imminent harm to another individual;
4. When the MPH is compelled to testify pursuant to a valid court order (In this latter circumstance, the Facilitator will assert that communication is privileged and will only testify after you have had opportunity to obtain a court order protecting the confidential information).

***Domestic violence or (high conflict of any kind) within ANY range of minor children is now considered child abuse and a mandatory reportable offense.**

Record Keeping

Mental health professionals keep records of their professional activities consistent with their professional codes of ethics and relevant law. Generally, such records include but are not limited to: **documents regarding their engagement including fee agreements, dates of service, participants served, significant actions taken, and payment records.** _____

Meetings without Collaborative Lawyers

It is contemplated that the Facilitator may meet with the Clients without the Collaborative lawyers present. The Facilitator promptly shall update the lawyers on any such meetings, and shall communicate any preliminary understandings reached in those meetings to the Collaborative lawyers. The Facilitator may communicate such preliminary understandings in writing to the lawyers with a copy to the parties (email suffices) or verbally, but shall not draft any agreements. The Facilitator will be paid for the time it takes to prepare such correspondence and engage in such communications. The Clients will not be asked to memorialize such understandings. The Clients will not sign any binding agreement without both lawyers' review. _____

3325 South University Drive, Suite 202 | Davie, FL 33324

P. 954.236.4490 | www.familynetworkflorida.com



The Family Network
Collaborative Counseling Center
Randy Heller, PhD, LMFT, LMHC

Disclosure

The Facilitator will inform the Clients of any prior or current professional, financial or social relationships that she has had with any participant of this Collaborative team. _____

Telephone Availability/ Out of Meeting Communication

When necessary, due to unusual circumstance, I will try to make myself available for telephone consultation. Such communications are generally less desirable than face-to-face communication and are therefore reserved for unusual circumstances and my standard fee applies.

Please do not expect an immediate response via text or e-mail. Text messaging is highly discouraged. Be aware that cell phone, text or e-mail is not a guaranteed secure method of communication and your confidentiality could be compromised. If you utilize these methods of communication you are agreeing to potentially waive your confidentiality

Client Responsibility

This is a joint effort between you and me. 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 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 to make an informed decision about each issue in dispute;
- To commit to regular meetings as determined by the Collaborative team;
- 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 and other family members in considering resolution of issues

3325 South University Drive, Suite 202 | Davie, FL 33324
P. 954.236.4490 | www.familynetworkflorida.com



The Family Network
Collaborative Counseling Center
Randy Heller, PhD, LMFT, LMHC

Collaborative Facilitator - Participation Agreement

Signature Page

If at any time in the Collaborative process you have questions, please ask for clarification. Your initial impressions about the Collaborative divorce process, suggested procedures and goals, and your feelings about whether you are comfortable working with me are important to the process and to a successful working relationship. _____

Dated: _____

Collaborative Facilitator

Client Name

Client Name

Client Signature

Client Signature

Collaborative Lawyer

Collaborative Lawyer

"Other" Professional

3325 South University Drive, Suite 202 | Davie, FL 33324
P. 954.236.4490 | www.familynetworkflorida.com



The Family Network
Collaborative Counseling Center
Randy Heller, PhD, LMFT, LMHC

COLLABORATIVE DIVORCE CONSENT FOR EXCHANGE OF INFORMATION

Date _____

We, _____ and _____ request and authorize the following professionals to exchange information with one another to better facilitate the Collaborative Divorce process. I understand this consent may be revoked at any time.

Collaborative Facilitator: _____

Attorney: _____

Attorney: _____

Financial Professional: _____

Other: _____

Client: _____

Signed: _____

Date: _____

Client: _____

Signed: _____

Date: _____

3325 South University Drive, Suite 202 | Davie, FL 33324
P. 954.236.4490 | www.familynetworkflorida.com